

THORNTON HALL

HOTEL & SPA



CLUB RULES

TERMS & CONDITIONS

# PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THESE RULES.

**These Rules shall supersede any existing rules. Members and any guests agree to be bound by these Rules. In the event that Members do not wish to be bound by these Rules they shall be entitled to resign his/her membership without penalty or loss of the monthly subscription.**

1. **Name**  
The Club is Thornton Hall Country Health Club ("Club").
2. **Objects of the Club**
  - 2.1 The promotion of physical fitness, well being and enjoyment with all such other amenities and recreational facilities.
  - 2.2 To do all such things that in the opinion of the Proprietor shall promote the interests of the Club.
3. **Ownership**
  - 3.1 The Club is a Proprietary Club, the proprietor being Thornton Hall Health Club Limited ('Proprietor').
  - 3.2 The Proprietor will provide the Club with Club premises at Thornton Hall Hotel, Thornton Hough, Wirral, CH63 1JF.
  - 3.3 The Proprietor is responsible for providing the Club with Club premises and all necessary facilities for carrying on the Club in accordance with these objects and rules ('Rules').
  - 3.4 The general management of the affairs of the Club is under the control of and is conducted by the Proprietor or the appointed representative of the Proprietor ('Representative').
  - 3.5 The Proprietor shall make any new Rules, regulations and bye-laws as it considers necessary from time to time. Any new rules, negotiations and bye-laws will be posted on the relevant Club notice board. All new rules, negotiations and bye-laws shall be binding on all Members and guests and shall form part of these Rules. Each member who does not wish to be bound by any new rules, negotiations and bye-laws may cancel his/her membership at any time and shall be entitled to receive a refund of his/her current monthly subscription which is calculated on a pro rata basis in accordance with the Payment Month for the period from the date of expulsion to the next Payment Date.
  - 3.6 The membership of the Club shall consist of the Club members ('hereinafter called 'Members', 'Member' and 'Membership' shall be construed accordingly').
  - 3.7 The Rules shall be applicable to all Members and to any guests invited to the Club by the Members.
4. **Membership**
  - 4.1 Each applicant for Membership shall complete an application form in writing and shall submit it to the Proprietor or its Representative. The Proprietor may in its absolute discretion accept or reject such application without giving any reason for doing so.
  - 4.2 On payment of a joining fee a Member will be provided with a membership card which will remain the property of the Club. Each membership card will be produced or returned to the Club when

- 4.3 Each Member shall carry the membership card at all times whilst on the Club premises. Each Member shall produce the card to an authorised Club official on request.
5. **Fees, Joining Fees and Subscription**
  - 5.1 Each applicant that has been accepted as a Member of the Club shall be required to pay a joining fee and a monthly subscription. Such payment shall be made before a Member is permitted to enjoy the facilities of the Club.
  - 5.2 The Proprietor shall determine the amount of the joining fee and monthly subscription from time to time. The Proprietor reserves the right to vary the fee from Member to Member. The Proprietor shall inform each Member of any changes to the monthly subscription either in writing or by posting a notice on the relevant Club notice board. Members who do not wish to accept an increase in subscription may cancel their membership by giving written notice of 3 months. The member giving notice must continue to pay subscriptions at the rate current immediately prior to any proposed increase until the end of such notice period. The Club will refund any subscriptions that have been paid by a member for any period after the expiry of the notice.
  - 5.3 Joining fees are non-refundable and cannot be transferred.
  - 5.4 All monthly subscriptions must be paid directly each month on a date that has been agreed between each Member and the Proprietor or its Representative by direct debit into a bank account nominated by the Proprietor ('Payment Date'). In these Rules 'Payment Month' shall be defined as the period between each Payment Date. If after a written reminder has been given the monthly subscription has not been paid within 30 days of the date of the written reminder that Member ('Defaulter') shall immediately cease to be a Member of the Club, subject to a contrary decision by the Proprietor.
  - 5.5 The Proprietor may charge an administration charge in respect of each payment that is not made on the date that the monthly subscription is due.
  - 5.6 The Defaulter may, in the absolute discretion of the Proprietor, be readmitted as a Member on payment of arrears without payment of a further joining fee.
6. **Termination of Membership**
  - 6.1 These Rules do not adhere to the principles of natural justice. The Proprietor or its representatives may expel from the Club any Member and/or guest as it may from time to time determine. The Proprietor or its

- representatives are not obliged to give a reason for such expulsion and may expel a Member and/or guest for no apparent reason. Any member expelled under this rule 6.1 shall be entitled to receive a refund of his/her current monthly subscription which is calculated on a pro rata basis in accordance with the Payment Month for the period from the date of expulsion to the next Payment Date.
- 6.2 Without prejudice to the Proprietor's powers under rule 6.1 the Proprietor may expel any Member and/or guest who breaches any rules, bye-laws or regulations or any Member and/or guest who attend the Club and whose conduct is in its opinion injurious to the character of the Club or the interests of the Members.
- 6.3 Before a Member is expelled pursuant to rule 6.2 the Proprietor or his Representatives may enquire into his/her conduct and he/she may be given an opportunity to defend himself/herself and to justify or explain his/her conduct.
- 6.4 If the Proprietor or its Representative is of the opinion that the Member has been guilty of such conduct and that he/she has failed to justify or explain his/her conduct satisfactorily, the Proprietor or its Representatives may call on the Member to resign and, if he/she does not resign, the Proprietor or its Representatives may expel him/her.
- 6.5 If a member is expelled pursuant to rule 6.4, the expelled Member is not entitled to any refund of his/her joining fee (unless he has been a member for less than six months) or to any refund of his/her monthly subscription, and remains liable for his/her monthly subscription for a month following the date of expulsion.
- 6.6 Any Member wishing to resign his/her Membership may do so by giving 1 months written notice to the Club's General Manager for the time being ('General Manager').
- 6.7 All complaints or grievances must, in the first instance be made in writing to the Proprietor.
7. **Visitors and Guests**
  - 7.1 All residents of Thornton Hall Hotel shall become temporary Members of the Club whilst they are residing at the Hotel and shall have all benefits of Club Membership for that period.
  - 7.2 Any Member of the Club over the age of 18 years may bring a guest to the Club. Each guest must complete a guest registration form and be accompanied at all times so far as is practical by the Member who has brought them to the Club.
  - 7.3 Members must ensure that their guests abide by the Rules of the Club and accept responsibility for the guests' behaviour and for all their expenses.
  - 7.4 The Proprietor reserves the right to charge the Members with a fee in respect of bringing a guest to the Club as determined by the Proprietor from time to time in addition to any normal tariffs payable for use of the Club's facilities.

- 7.5 The following persons may not be admitted into the Club as a guest:
- (i) any person whose Membership of the Club has been terminated;
  - (ii) any person whose application for Membership has at any time been refused;
  - (iii) any Members who are on suspension;
  - (iv) any person who the Proprietor decides not to admit.
8. Conduct of Members
- 8.1 If in the General Manager's opinion the behaviour of a Member or a guest breaches the Rules or is unacceptable in anyway, the General Manager reserves the right to prevent the Member and/or guest from entering into the Club and may remove the Member and any guest from Club premises.
- 8.2 No Member or guest shall bring intoxicating liquor or food into the Club premises.
- 8.3 No Member or guest shall smoke on Club premises.
- 8.4 Members and guests are advised to avoid the use of the pool and gymnasium straight after the consumption of food or alcohol.
- 8.5 Members and guests shall conduct themselves in a manner so as not to cause offence to others by way of behaviour, personal hygiene, appearance or dress. Foul language, abusive gestures and both the threat and use of violence shall not be tolerated.
- 8.6 With the exception of guide dogs, no pets or animals are allowed onto the Club premises. Guide dogs are not permitted in the swimming pool area.
- 8.7 Members and guests must receive instruction on use of the gymnasium equipment from one of the members of the Club's staff before they use any of the gymnasium equipment.
- 8.8 Members and guests shall follow the instructions of the members of the Club's staff at all times and shall comply with these Rules and with any regulations and bye-laws issued by the Proprietor from time to time.
- 8.9 Each Member or guest making use of the Club's facilities is responsible for ensuring that his/her state of health and physical condition are such not to involve any risk to himself or herself nor any other person making use of the Club.
- 8.10 Any Member or guest with diabetes, heart problems, cardiac irregularities, asthma, high/low blood pressure, all those on strong prescriptions, those who have any form or indication of a medical condition, or are pregnant should consult their doctor before exercising or using the spa, pool, steam room and solarium.
- 8.11 Each Member or guest must contact a Member of the Club's staff if they feel faint or suffer any unusual symptoms, which give them reason to believe that they are not well. Any person must also inform a Member of the Club's staff should they have an accident or develop a medical condition which is likely to affect their training programme.
9. Use of the Swimming Pool
- 9.1 Access to the swimming areas is only by designated routes.
- 9.2 No running, jumping or diving is allowed in the pool or spa area.
- 9.3 For hygiene reasons each Member is required to shower before using the pool.
- 9.4 No balls, floats or inflatable products are permitted in the pool area other than those provided by the Club.
- 9.5 Members or guests with verrucae, athletes foot or similar ailments are not to use the swimming pool.
- 9.6 Radios, walkmans, ipods, and any other portable audio players and any items the Club consider to be detrimental to the use or amenity of the pool area are not permitted.
10. Sauna, Steam Rooms and Spa Areas
- 10.1 Each Member or guest shall shower before and after using the sauna, spa or steam areas.
- 10.2 For safety reasons no person shall spend more than 10 to 15 minutes in the sauna, steam room or spa.
- 10.3 Shaving is not permitted in the spa, sauna or steam room.
11. Solarium
- 11.1 Members and guests must familiarise themselves with the literature relating to the solarium prior to using the solarium for the first time.
- 11.2 Members and guests must obtain doctor's consent before using the solarium whilst undergoing a course of medical treatment.
- 11.3 Members and guests should limit the number of sessions that they have on the solarium in accordance with the literature provided by the Club.
- 11.4 When using the solarium appropriate goggles must be worn at all times.
- 11.5 Members and guests are requested to clean the solarium before and after their use with fluid provided by the Club.
12. Gymnasium
- 12.1 No alcohol or food is to be taken into or consumed in the fitness room.
- 12.2 Members and guests using the gymnasium must wipe down the equipment after use.
13. Dress Code
- 13.1 Members and guests must always be dressed in a manner acceptable to the Proprietor. The Proprietor reserves the right to ask a Member or guest who is inappropriately or inadequately dressed to leave the Club premises.
- 13.2 Under no circumstances shall anyone wear any form of denim clothing to undertake any sport activity at the Club.
- 13.3 Adequate swimming costumes must be worn in and around all unisex swimming pools, spas, steam rooms and sauna areas.
14. Coaching and Personal Training
- All coaching and personal training shall be controlled by the Club. No other coaching or personal training shall be permitted on the Club premises without prior written consent from the General Manager.
15. Children
- 15.1 Children between the ages of 6 and 16 years must be accompanied by an adult Member at all times, unless participating in an activity supervised by a member of the Club's staff.
- 15.2 Children under the ages of 16 years may only use the pool area facilities between the hours of 10.00 and 12.00 and between 14.00 and 16.45.
- 15.3 No Member or guest under the age of 16 years may use the gym or attend adult fitness classes.
- 15.4 No member or guest under the age of 18 years may buy or consume alcohol or use adult gaming machines on Club premises.
- 15.5 The Proprietor and its Representative reserve the right to limit the number of persons under the age of 16 years who can use the leisure facilities at any one time.
- 15.6 Children under the age of 6 years may not enter the Club without the General Manager's permission. In the event that a child enters the Club the child may use the changing room designated for the opposite sex provided that the child is under the age of 8 years. Where possible a changing cubicle must be used for all children aged between 6 and 7 years when using a changing room designated for the opposite sex. Children aged 8 years and over must use the appropriate changing room.
- 15.7 Parents should ensure that their children respect the privacy of other changing room users.
16. Personal belongings
- 16.1 During the use of the club facilities it is the responsibility of the Member to keep with them, on their person at all times, the issued wristband, and further to return the issued wristband to the receptionist at the main desk immediately on departing the leisure facilities. Lost or replacement wristbands will incur a charge of £10.00.
- 16.2 Any personal belongings brought onto Club premises are at the owner's risk. The Club accepts no liability for loss or damage to such property, unless it is caused by the negligence of the Club. This includes but is not limited to property in any lockers and vehicles parked in the car park.
- 16.3 Any property left on Club premises and handed in to any member of the Club's staff will be retained at reception area for 60 days. After this time the property will be disposed of. The Club will notify Members that it is going to be disposing of unclaimed property by posting notices on the Club's notice boards. The Club will not be held liable for any such property.
17. Club Closing
- Members and guests are asked to vacate the gym, swimming pools and all other facilities within Club premises half an hour before the stated time of the Club's closure.
18. Fire Regulation Procedure
- 18.1 In the event of an alarm being activated each Member and guest shall leave the building by one of the fire escapes.

- 18.2 No Member or guest shall attempt to collect their belongings before evacuation.
- 18.3 No Member or guest shall attempt to re-enter the building until they have been told that it is safe to do so.

#### 19. Accidents

- 19.1 Each Member or guest shall report any accident or incident which occurred on the Club premises to a member of the Club's staff.
- 19.2 Each Member or guest is obliged to report any defects with the building, machinery or other fixtures or fittings on the Club premises to any member of the Club's staff.

#### 20. Liability

- 20.1 The Club accepts no responsibility for any accidents or injury or death caused on the Club premises unless the Club has been negligent.
- 20.2 Each Member is responsible for putting their own insurance arrangements in place in respect of any injuries they may suffer, or any injuries caused to them by a third party.

#### 21. Settlement of Accounts

All expenses incurred by a Member must be paid before departure from the Club.

#### 22. Members' Details

Each Member shall inform the Club of any change of address. Any correspondence relating to the Membership will be sent to the last address which the Member furnished to the Club and shall be deemed to have been delivered upon its posting.

#### 23. Facilities

The Club may withdraw all or part of its facilities for any period or periods in connection with any cleaning, repair, alteration or maintenance work. The Club will notify Members that is withdrawing all or part of its facilities by placing notices on club notice boards, and by sending letters to Members.

#### 24. Complaints

Any complaints regarding a member of the Club's staff or the arrangements about the Club shall be made in writing by any Member or guest addressing it to the Proprietor.

#### 25. Hours of Opening

The Proprietor shall be entitled to make reasonable changes in the hours in which the Club premises are available to Members and guests. The Proprietor will notify members of any change in opening hours by placing notices on Club notice boards and by sending letters to Members.

#### 26. Data Protection

26.1 This clause sets out the basis on which any personal data that the Club collects from its Members or information that the Members provide to the Club, and how it will be processed by the Club.

26.2 The Club may collect and process the following data about Members:

- Information that Members provide by completing membership application forms and any other forms which are completed by Members from time to time;
- If a Member corresponds with the Club, the Club may keep a record of that correspondence;
- The Club may also ask Members to complete surveys that we use for research purposes, although you do not have to respond to them; and
- Details of the facilities that a Member or his/her guest uses at the Club.

26.3 The Club will use information held about Members and/or guests in the following ways:

- To provide Members with information, products or services that a Member requests from the Club or which the Club thinks may be of interest to a Member, where a Member consented to be contacted for such purposes;
- To enable the Members and the Club to comply with their obligations under these Rules; and
- To notify the Members about changes to the facilities offered by the Club.

26.4 The Club may also use Members' data, or permit selected third parties to use Members' data, to provide them with information about goods and services which may be of interest to Members and the Club or third parties may contact a Member about these by post or telephone.

26.5 If a Member does not want the Club to use its data in this way, or does not want the Club to pass their details on to third parties for marketing purposes, they should tick the relevant box on the membership application form.

26.6 The Club may disclose personal information about Members and/or guests to any member of the Club's group, which means subsidiaries, or holding companies and its subsidiaries, as defined in section 736 of the UK Companies Act 1985.

26.7 The Club may disclose personal information about Members and/or guests to third parties:

- In the event that the Club sells or buys any business or assets, in which case the Club may disclose personal data to the prospective seller or buyer of such business or assets;
- If the Club or substantially all of its assets are acquired by a third party, in which case personal data held by it about its Members will be one of the transferred assets; and
- If the Club is under a duty to disclose or share personal data about Members or guests in order to comply with any legal obligation.

26.8 A Member has the right to ask the Club not to process his or her personal data for marketing purposes. The Club will usually inform a Member (before collecting his/her data) if the Club intends to use a Member's data for such purposes or if the Club intends to disclose information to any third party for such purposes. A Member can exercise the right at any time by contacting the Club at Thornton Hall Country Health Club, Neston Road, Thornton Hough, CH63 1JF.

#### 26.9 Use of Data

Personal information will be used to provide the services requested and, if you agree, to send you marketing information. Thornton Hall Hotel & Spa will not share your information for marketing purposes with any third parties. For more information explaining how we use your information please see our privacy policy which can be found on our website: [www.thorntonhallhotel.com/privacy-policy.html](http://www.thorntonhallhotel.com/privacy-policy.html), or is available from reception, on request.

#### 27. Severance

If any rule in these Rules shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Rules which shall remain in full force and effect.

#### 28. Governing Law

These Club Rules shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising in connection with them.

## THORNTON HALL HOTEL & SPA



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