

The Pheasant Hotel (Harome) Limited  
Pool Membership Terms & Conditions  
July 2024

The Member acknowledges and accepts that the Membership Application Form together with the The Pheasant Hotel Membership Terms & Conditions constitutes the Contract between The Pheasant Hotel (Harome) Limited ("The Pheasant Hotel" or "We") and the Member. The Member, by signing below, confirms that the details in the Membership Application Form are correct and that they have read and understood The Pheasant Hotel Membership Terms & Conditions.

## Terms & Conditions

<b>1.</b>	<b>Interpretation</b>
<b>1.1</b>	<p>In this Contract, the following words and expressions shall have the followings:</p> <p>Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.</p> <p>Contract: the contract between the Member and The Pheasant Hotel for use of the Pool at The Pheasant Hotel in accordance with the Member Application Form and these The Pheasant Hotel Membership Terms &amp; Conditions, and the Pool Rules.</p> <p>Force Majeure Event: any circumstance not within a Party's reasonable control (other than lack of funds on the part of the Member including without limitation acts of God, abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake or other natural disaster, subsidence, structural damage, collapse of buildings, epidemic, pandemic, terrorist action or attack, civil commotion or riots, war, military operations, armed conflict, imposition of sanctions, embargo, crowd disorder, strike, lockouts or other industrial action, nuclear, chemical or biological contamination, any legislation, regulation, ruling or omission (including failure to grant a necessary licence, permit or consent) of any relevant government, court, competent national authority, transport disruption, interruption or failure of utility services and non-performance by suppliers or subcontractors.</p> <p>Guest Fee: a fee for the guest of a Member to use the Pool payable in advance by the Member. The Guest Fee will be dependent on the category of Membership applicable to the Guest.</p> <p>Member or "You": the individual or company (in respect of Corporate Pool Membership) named on the Membership Application Form.</p> <p>Membership: membership of the Pool at The Pheasant Hotel (Harome) Limited, Mill Street, Harome, North Yorkshire, YO62 5JG</p> <p>Membership Fee: the applicable fee for the category of Membership as stated on the Membership Application Form payable by the Member to The Pheasant Hotel in accordance with clause 4.1.1.</p> <p>Membership Application Form: the acknowledgement of order accepted by The Pheasant Hotel subject to the terms of this Agreement.</p> <p>Pool: the pool and facilities at The Pheasant Hotel.</p>
<b>1.2</b>	<p>A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.</p>
<b>1.3</b>	<p>Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.</p>
<b>1.4</b>	<p>A reference to writing or written includes email.</p>

<b>2</b>	<b>Confirmation of Agreement</b>
2.1	This Contract applies to the Membership to the exclusion of any other terms that the Member seeks to impose or incorporate or which are implied by trade, custom, practice or dealing.
2.2	The Membership shall come into effect on the date that the Membership Application Form has been accepted by The Pheasant Hotel and the Membership Fee has been paid to The Pheasant Hotel in cleared funds by the Member. Until that time, the application for Membership will be treated as provisional. For the avoidance of doubt, The Pheasant Hotel shall have the right to reject any application for any reason.
2.3	Membership is personal to the Member named on the Membership Application Form and cannot be loaned or transferred to any other person (which includes the Membership Card).
<b>3</b>	<b>Membership Card and Rights</b>
3.1	Membership entitles the Member to use of the pool at all permitted bookable times.
3.2	A Membership Card will be issued to you on acceptance of your Membership Application Form application by The Pheasant Hotel. The Membership Card remains the property of The Pheasant Hotel and must be returned by you to Reception on cessation or suspension of your Membership.
3.3	You are responsible for the use of your Membership Card at all times and must retain your Membership Card for the duration of each time you attend the pool. Entry to the Pool may be denied in the absence a Membership Card.
3.4	If your Membership Card is damaged, lost, stolen or destroyed, you must report this to the Reception as soon as reasonably practicable. The Pheasant Hotel shall, at its sole discretion, issue a replacement card after payment of a non-refundable administration charge by the Member.
3.6	Member feedback can be given via Reception. Derogatory or defamatory comments about The Pheasant Hotel's Team Members or other members and guests will not be tolerated and may lead to Membership suspension or cancellation.
<b>4.</b>	<b>Member Obligations</b>
4.1	The Member agrees and undertakes
4.1.1	to pay the Membership Fee as set out in Membership Application Form, and any Guests Fees and additional catering and beverage costs incurred by the Member or their guests prior to departure from the Hotel. Membership Fees can be paid either (at the discretion of The Pheasant):  <ul style="list-style-type: none"> <li>(i) By one non-refundable payment of the total annual Membership Fee on signing the Application Form and on each anniversary of that date; or</li> <li>(ii) By monthly equal instalments of the Membership Fee by card payment.</li> </ul>
4.1.2	inform The Pheasant Hotel in writing (which shall include email) of any changes to the personal details provided in the Membership Application Form. The Pheasant Hotel shall have the right to suspend your Membership until verified contact details are provided;
4.1.3	to at all times comply with the Pool Rules and to ensure at all times that any guests of the Member observe and abide by the Pool Rules from time to time stipulated by The Pheasant Hotel and with any and all other rules and regulations stipulated by The Pheasant Hotel;
4.1.4	Comply with all reasonable instructions of The Pheasant Hotel Team Members;
4.1.5	to ensure the Member and any guests shall be dressed in accordance with any dress code stipulated by The Pheasant Hotel from time to time. The Pheasant Hotel has the right to refuse entry and or the right use the Pool to any person not complying with the appropriate dress code;

4.1.6	to ensure that any guest or junior member under the age of 18 years will not consume alcohol at the Hotel or any other area at The Pheasant Hotel;
4.1.7	not to do any act, matter or thing which would or might constitute a nuisance, damage, disturbance, annoyance interference or inconvenience to The Pheasant Hotel, Team Members, other Pool members or guests or any adjoining or neighbouring areas or to any person using said areas or adjoining or neighbouring areas;
4.1.8	to refrain, and ensure guests refrain, from smoking (including e-cigarette), swearing, spitting, adopting unruly, inappropriate, offensive or illegal behaviour;
4.1.9	to ensure at all times responsibility for junior members and guests under the age of 18 and monitor at all times their whereabouts and behaviour;
4.1.10	to be responsible for any equipment and personal belongings the Member brings to the Pool, included but not limited to (watches, jewellery and phones) and acknowledges that all equipment brought to the hotel by the Member is done so entirely at the risk of the Member;
4.1.11	to refrain, at any time, from bringing any food or beverages into the Pool (with the exception of water).
4.1.12	without prejudice to any and all of The Pheasant Hotel's rights in respect of any breach of this Contract to make good at the Member's expense any damage to The Pheasant Hotel, including but not limited to the equipment, or property of The Pheasant Hotel attributable to any act or omission of the Member and/or guests other than fair wear and tear and in the event that the Member shall not have made good such damage within seven (7) days of the said damage having occurred to indemnify The Pheasant Hotel against any costs, damages and expenses incurred by The Pheasant Hotel in making good said damage on behalf of the Member (which The Pheasant Hotel shall be entitled absolutely at its own discretion to do);
4.1.13	to indemnify and keep The Pheasant Hotel indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this Contract, any breach of the Member's undertakings contained in clause 3 or the use of the Membership.
4.2	The Member shall at all times be responsible for the behaviour of its guests and shall indemnify The Pheasant Hotel against any and all loss or damage suffered by The Pheasant Hotel caused by their guests.
4.3	Any person who behaves in contravention of clause 3.1 above or acts in a manner to bring The Pheasant Hotel into disrepute or is otherwise for whatsoever reason, at the sole discretion of The Pheasant Hotel, may be barred or banned from entering The Pheasant Hotel and or may be refused entry to or removed from the pool.
<b>5</b>	<b>Guests</b>
5.1	An adult Member can invite a maximum of three (3) guest to the pool on any one day, £5 per guest, with a maximum of one hour of usage. Guests must be accompanied by the Member at all times.
5.2	All guests must abide by The Pheasant Hotel Pool Membership Terms & Conditions and the Pool Rules, and the Member must notify the guests of this prior to use of the facilities.
5.3	All Guest Fees must be paid in advance of arrival at the Reception, and each guest will be required to complete a Check-in Form, prior to use of the facilities on each visit.
5.4	Members are required to pre-book guests at all times.
5.5	The Pheasant Hotel reserves the right, at its discretion, to refuse entry to any guest for any reason, and in particular in the event that any guest do not abide by The Pheasant Hotel Pool Membership Terms & Conditions and/or the Pool Rules.
<b>6</b>	<b>Membership Suspension and Cancellation</b>

6.1	<p>Without prejudice to any other rights or remedies it may have, The Pheasant Hotel shall have the right:</p> <ul style="list-style-type: none"> <li>(a) in the case of any serious or persistent breach of The Pheasant Hotel Pool Membership Terms &amp; Conditions and/or the Pool Rules; or:</li> <li>(b) in the case of any serious or persistent breach of any other contract between the Member and The Pheasant Hotel; or</li> <li>(c) in circumstances where The Pheasant Hotel has reason to believe that the Member has behaved in a manner which is contrary to The Pheasant Hotel or any of the Pool Rules or is deemed by The Pheasant Hotel to have brought The Pheasant Hotel into disrepute; or</li> <li>(d) if a direct debit for Membership Fees is not properly set up by the Member or is rejected on two (2) or more occasions to cancel, suspend or withdraw your Membership. In the event of such cancellation, suspension or withdrawal no refund will be paid; or</li> <li>(e) if the Member and/or their guest(s) are in breach of any of the terms of clause 3,</li> </ul> <p>The Pheasant Hotel has the right to cancel the Membership (and any other contract between the Member and The Pheasant Hotel) with immediate effect. No refund will be made to the Member if they are banned or restricted access to the Pool or other facilities at The Pheasant Hotel under such circumstances.</p>
6.2	<p>In the event that your Membership is cancelled, suspended or withdrawn, you shall not be entitled to any privileges granted to you in connection with the Membership, including but not limited to, access to the Pool and member discounts throughout The Pheasant Hotel and you shall return your Membership Card if so requested.</p>
6.3	<p>In the event that your Membership is cancelled due to default in payment at clause 6.1(d) above, you shall be entitled to request reinstatement of the Membership which, if approved by The Pheasant Hotel shall require payment of the defaulted Membership Fee instalments together with any charges incurred by The Pheasant Hotel in respect of such, prior to the Membership being reinstated. If the Member fails to make any payment due to The Pheasant Hotel under this Contract by the due date for payment, then, without limiting The Pheasant Hotel's remedies, the Member shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Royal Bank of Scotland's base rate from time to time.</p>
6.4	<p>The Pheasant Hotel shall have the right to suspend Membership due to a Force Majeure Event.</p>
6.5	<p>Members are not entitled to suspend their Membership once the Membership Application Form has been accepted by The Pheasant Hotel.</p>
6.6	<p>The Pheasant Hotel may, at its sole discretion, approve suspension of Membership due to an extreme, unexpected change in personal circumstances of the Member or ill health or injury (on production of a certified medical certificate to such effect) which would preclude the Member from use of the Pool. Any request for suspension in accordance with this clause 6.6 must:</p> <ul style="list-style-type: none"> <li>(i) be in writing to Reservations stating the reason for requested suspension and duration of proposed suspension (to a maximum of three (3) months);</li> <li>(ii) be at least one calendar month notice to commence the suspension; and</li> <li>(iii) will, if approved, be subject to payment of a £75 administration fee.</li> </ul> <p>If the suspension is granted, at the sole discretion of The Pheasant Hotel, you will be notified in writing and all rights and privileges connected to the Membership shall be suspended until the Membership is reactivated.</p>
6.7	<p>Membership cannot be suspended retrospectively irrespective of whether the Member attended the Pool to use the facilities during such period.</p>
7	<p><b>Changes to Fees and Membership Categories</b></p>

7.1	The Pheasant Hotel may increase Membership Fees automatically at the end of each year or at its discretion. The Pheasant Hotel shall give members no less than two weeks notice in writing of any changes to the Membership Fee which shall become effective on the annual renewal date of the Membership.
7.2	The Pheasant Hotel may increase Guest Fees at any time at its discretion. The Pheasant Hotel shall give members no less than two weeks notice in writing of any changes to Guest Fee.
7.3	Where applicable, the Guest Fee shall be subject to VAT.
7.4	The Pheasant Hotel reserves the right to introduce, remove or amend categories of Membership at any time at its sole discretion. Full details of the Membership categories are available from Member Services.
<b>8</b>	<b>Closure of Pool Facilities</b>
8.1	<p>There will be occasions when The Pheasant Hotel is required to close, or limit access (in access times or facilities) to, the Pool for reasons including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) a private event at the Pool and/or the Hotel;</li> <li>(b) repair, maintenance, redecoration, refurbishment, improvement or alteration; or</li> <li>(c) health and safety reasons.</li> </ul> <p>No refund or suspension of Membership Fee shall apply during any such closure.</p>
<b>9</b>	<b>Force Majeure</b>
9.1	Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event and the affected party has notified the other party in written of its reliance on this clause 9.
<b>10</b>	<b>Notices</b>
10.1	<p>Any notice given to a party under or in connection with the Contract shall be in writing and shall be:</p> <ul style="list-style-type: none"> <li>(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or</li> <li>(ii) sent by email to the address specified in the Membership Application Form.</li> </ul>
10.02	<p>Any notice shall be deemed to have been received:</p> <ul style="list-style-type: none"> <li>(i) if delivered by hand, at the time the notice is left at the proper address;</li> <li>(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;</li> <li>(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 0, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.</li> </ul> <p>This clause 10.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.</p>
<b>11</b>	<b>Health and Safety</b>
11.1	The safety of our members, guests and Team Members is our main priority. All members and guests must pay attention to and comply with all signs relating to health and safety. If you do not understand a notice or sign please ask for assistance.
<b>12</b>	<b>Data Protection</b>

12.1	We are committed to protecting your data and respecting your privacy. We aim to be clear when we collect your data and not do anything you wouldn't reasonably expect with your data. We handle and process data in accordance with the EU GDPR, the UK GDPR, the Data Protection Act 2018 and The Pheasant Hotel's Privacy Notice, a copy of which can be found on The Pheasant Hotel website <a href="http://www.thepheasanthotel.com">www.thepheasanthotel.com</a> or from Reception.
<b>13</b>	<b>General</b>
13.1	The invalidity or partial invalidity of any provision of these The Pheasant Hotel Pool Membership Terms & Conditions shall not prejudice or affect the remainder of these The Pheasant Hotel Pool Membership Terms & Conditions, which shall continue in full force and effect. If any invalid, unforeseeable or illegal provision of these The Pheasant Hotel Pool Membership Terms & Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
13.2	The Contract constitutes the entire agreement between The Pheasant Hotel and the Member.
13.3	The Pheasant Hotel reserves the right to change these The Pheasant Hotel Pool Membership Terms & Conditions from time to time and shall notify you of such changes if they materially affect your rights as a consumer. This notification shall be made on our website or social media channels or via email.
13.4	The Pheasant Hotel will communicate all membership messages such as changes to open times and facilities via our website or social media channels or via email.
13.5	The Pheasant Hotel's failure to exercise, or delay in exercising any right, power or remedy provided in these The Pheasant Hotel Pool Membership Terms & Conditions or by law shall not constitute a waiver of that right, power or remedy.
13.6	If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.
13.7	The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
13.8	The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.