

Boring small print but you may want to read

The Herb House is run by the management of Lime Wood Hotel and is located at Beaulieu Road, Lyndhurst, Hampshire, SO43 7FZ. The Spa is open to members, residents of Lime Wood Hotel and other persons at our discretion.

We have produced these terms and conditions to ensure that all guests of The Herb House are assured of the best possible and safest experience at every one of their visits. All members of The Herb House are required to read, accept and adhere to the following terms and conditions, as well as to any other rules laid down by The Herb House at any time.

The Herb House membership reserves the right to amend these terms and conditions at its sole discretion with or without notice.

If any provision of these terms and conditions is declared illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

The Herb House always aims to provide the very best in terms of quality of its therapists and treatments. We cannot, however, in any way guarantee the availability of a particular therapist or the efficacy of a treatment.

MEMBERSHIP APPLICATIONS & FEES

All applicants for the Herb House membership must be over 18 years old and must complete our standard application form and include a recent passport photograph. Each application must be accompanied by a cheque for the joining fee and the applicant's direct debit details.

All application forms must be submitted to the Herb House once completed. All new application forms will be reviewed on a monthly basis at the start of the month by the Herb House membership committee. Each applicant will be contacted by the membership committee following the monthly meeting to confirm if their application has been successful or not. The membership committee's job is to ensure that the Herb House has a balanced membership. The membership committee reserves the right to decline an application for membership without giving any reason for doing so. Applicants who are not immediately accepted will, at the discretion of The Herb House, be placed on a waiting list from which their application will be reviewed approximately every three months. The waiting list has no definitive period.

The Herb House membership team will periodically review its membership and joining structure and fees. New membership rates may be amended at any time by one month's notice in writing prior to the change. The Herb House offers a lifetime promise on its existing members' fees, so provided the membership is uninterrupted, the fee payable will not change for the duration of the membership, despite the fact that new higher fees may be introduced for new members. This excludes any variation in the VAT rate.

The payment of the Herb House's joining fee is a one-off payment and is required to secure the membership. If membership is cancelled, the joining fee will be payable again on renewal of membership.

The membership fees are payable monthly by direct debit and are ongoing. All membership fees will be debited on or just after the 1st of every month.

Once a membership application has been accepted, members will be provided with a membership card, which remains the property of The Herb House at all times and will be returned to the Spa upon termination of the membership. All members must have their membership card on them at all times and present it when requested.

Members will only be permitted to use The Herb House facilities provided that their membership is current and fully paid up. Once a membership expires, any outstanding or unused guest passes or offers will expire from

the date of termination of the membership.

Membership and joining fees are non transferable and non-refundable.

Any changes in a member's personal details must be communicated to the Spa Manager in writing.

Memberships carry a minimum membership period of 1 year and are on a rolling basis. All memberships carry a minimum 3-month cancellation notice in writing. The Herb House reserves the right to endorse the 12-month penalty if the contract is breached without notice within the 12 month period. It is the responsibility of the member to cancel their direct debit with their bank after the 3-month notice period expires. If any direct debit payments fail before the 3 month notice period expires, the membership reserves the right to levy an administration charge.

Membership is only refundable under exceptional medical circumstances and at the discretion of The Herb House membership committee.

TYPES OF MEMBERSHIP

SINGLE MEMBERSHIP – entitles full use of The Herb House's facilities during opening hours.

JOINT MEMBERSHIP – entitles two members to full use of the Spa facilities during opening times. Joint members must reside at the same address. The lead member is responsible for all joint membership fees and fees must be paid from one bank account.

GUESTS

All members will be entitled to 3 guest passes per annum. Members may bring one guest per guest pass into The Herb House. For the comfort of our members, the number of guests using the Spa at any one time will be restricted and guest places must therefore be booked in advance and are on a first come first served basis.

All guests will be required to register at reception and must fill in a health & safety questionnaire before using the facilities. Failure to do so will result in such guest using The Herb House facilities entirely at their own risk.

All guests must be accompanied at all times by the introducing member. Members are responsible for the behaviour of their guests and must ensure that they abide by The Herb House regulations & etiquette at all times.

The Herb House membership reserves the right to refuse guest admissions and admission to guests who have previously had their membership terminated or refused may be denied.

OPENING HOURS

The Herb House Spa opening hours will be displayed at reception and may be subject to change.

Last entry to the Herb House will be limited to within 30 minutes of the published closing time and the pool will close 15 minutes before the Spa's published closing time.

GENERAL HERB HOUSE RULES

The Herb House is designated a no-smoking environment at all times. Members and their guests are asked to refrain from using their mobile phones anywhere within The Herb House to maintain the peace & tranquillity. All mobile phones must be switched off when entering The Herb House.

No food or drink, alcoholic or otherwise, may be brought into and consumed at The Herb House. Only food and drink from The Raw Bar may be consumed on the premises.

Pets of any description are not allowed anywhere in The Herb House or its immediate surroundings.

Members join The Herb House for the level of service and privacy offered. Members are, therefore, requested to respect the privacy of fellow members and visitors to The Herb House and ensure their actions do not cause annoyance or offence to those around them.

VALUABLES & LOST PROPERTY

Lockers are provided in The Herb House changing rooms for members' belongings. Members are encouraged not to leave any valuable items in these lockers as The Herb House accepts no liability for the loss or damage to members' property.

All lost property found on the premises should be handed in at The Herb House reception. Items will be stored by The Herb House for four weeks and then donated to local charities.

The Herb House provides lockers for daily usage only. Items left overnight will be removed and held in the Hotel for one week only. If the property is not then retrieved, it will be donated to a local charity.

DRESS CODE

Members are requested to wear correct attire in The Herb House at all times. This includes wearing swimwear in the hydrotherapy pool, poolside areas, saunas and steam rooms. Appropriate footwear should be worn in the gym and for fitness classes.

All members will be provided with a Herb House robe and towels on a complimentary basis. These are for use only within the confines of The Herb House itself.

Casual attire, including Herb House robes, are acceptable in The Raw Bar.

All members must wear correct footwear and clothing at all times in the gymnasium.

HEALTH & SAFETY & LIABILITY

Members and their guests are advised not to undertake any strenuous physical activities for which they might be medically unfit. Members and guests who have any reservation as to their physical condition are advised to have a medical check-up before embarking on any exercise.

All new members are obliged to undergo a short induction and fitness assessment, prior to exercising in the gym or the studio, with one of our fitness consultants. All members will be asked to complete a medical disclaimer before embarking on any exercise.

It is the member's sole responsibility to bring to the attention of The Herb House any medical condition or changes to medical condition which may present a health risk when using any of the facilities or engaging in any activities at The Herb House. All members and guests are asked to advise The Herb House staff of any special physical requirements at the time of booking. Disabled access is provided via the main entrance, the lift in the reception and there is also a disabled bathroom on the ground floor. All facilities are open to disabled guests.

All members using the gym will be provided with a Technogym key, which if lost, must be reported immediately at The Herb House reception. An admin charge of £10 will be levied for any replacement keys.

Instructions on the use of all leisure facilities are to be found on The Herb House notice board. These must be strictly adhered to and we accept no liability for a member's failure to observe these instructions and use of these facilities will be solely at the risk of Members. All members must read and familiarise themselves with the health & safety rules as displayed on the notice boards.

The Herb House management reserves the right to restrict access to certain facilities for health and safety reasons.

No food, glassware or crockery is to be taken into the poolside areas.

No running, jumping or diving in the pool is allowed.

For health & safety reasons, it is necessary for members to shower before entering the pool.

All members and guests use The Herb House at their own risk and The Herb House does not accept any liability for any illness or injury which results from the use of the Spa's facilities by members or guests, other than if it can be proven that The Herb House was negligent.

Any member or guest who suffers an accident on The Herb House premises must report the accident and circumstances under which it occurred to the Spa Manager, immediately following the accident.

FITNESS CLASSES

The Herb House publishes its fitness classes timetable but this may be changed at the discretion of the management.

CHILDREN

At The Herb House we want to maintain the sense of serenity of the forest surrounding the spa. We therefore regret that there are restrictions on children's access to the spa. The children's policy applies to all children under 18 years old. The Herb House only permits access to children of Lime Wood hotel guests or if they have entered the spa with a Herb House member on a guest pass.

Children will only be allowed access to the Lap Pool and changing rooms at designated times of the day. No other areas of the spa are accessible to children due to health & safety.

Access times for children in the Lap Pool are from 3.30pm – 5pm Monday – Friday and between 9-10.30am and 3.30pm – 5pm on Saturdays and Sundays. The management of the Herb House reserves the right to change these times at any point.

All children under 18 must be accompanied by a parent or guardian at all times. Children must also be accompanied in the changing rooms and must be quiet whilst in this adult area.

It is the responsibility of the parent or guardian to keep their children under control at all times and ask their children to observe the peace and tranquillity of the pool area.

POOL USAGE

All members and guests using the Lap Pool do so at their own risk. Running, jumping and diving into the swimming pool are strictly restricted. Water based classes will take place at designated times in the Lap pool, at which point the pool will be unavailable for swimming. These class times will be displayed on the Spa notice board. It will be necessary for the swimming pool to be closed at certain times for essential maintenance. The Herb House management will endeavour to give members prior notice of these closures but are not obliged to do so.

TREATMENT BOOKINGS & CANCELLATIONS

We recommend that all treatments are booked in advance to avoid disappointment. Bookings are made directly with the Spa reception. Credit card details will be taken at the time of booking to secure your treatment.

The following cancellation policies apply:

TREATMENTS	Cancellation within 24 hours will incur a 100% charge
DAY SPA PACKAGES	Cancellation within 72 hours will incur a 100% charge

TERMINATION OF MEMBERSHIP & ENTRY REFUSAL

Any member or guest who fails to comply with the conditions and rules of membership or who in the opinion of the Spa Manager and/or General Manager of the hotel, behaves in a manner which is offensive to other members or is disruptive to the character and reputation of The Herb House, may have their membership terminated without notice.

The management reserves the right to refuse entry to The Herb House without providing any reason for doing so. Any persons suspected of being under the influence of alcohol or drugs will be removed immediately.

The management team may also terminate membership of any member by notice in writing if any fees owing by the member remain unpaid 30 days after the due date for payment.

MAINTENANCE WORK

The Herb House reserves the right to withdraw all or some of the facilities when required to carry out essential maintenance work. Facilities may be closed for maintenance, replacement, renovation, cleaning and emergencies without notice or compensation.