



RIVERHOUSE

CHECKING IN

Once you check in, we'll take an automatic pre-authorisation of £50.00 per night to cover any incidentals during your stay. We will use the card details provided upon booking. As action against fraud we kindly ask to present photo ID when taking any payment upon check-in. When you check out, if you use a different payment method or card, the initial pre-authorisation amount may take up to 5-10 working days to be credited to the original cardholder details.

All Bingham Riverhouse bedrooms have laptop safes and we recommend you use them for valuable items as we cannot be held responsible for your personal loss or damages.

We love our Riverhouse and hope you do too. Please take care of it as you will be held responsible for damages caused. We are also a strictly smoke free zone. A charge of £150 will be added to your bill if you light up inside as well as any non-smoking areas which are signposted around the house.

Please ensure you leave your bedroom key upon check-out. If accidentally taken and not received back within 5 days will result in an additional charge of £150.00 due to Bingham having to replace the key and change the locks.

By agreeing to these terms and conditions you accept and understand the details provided above and give permission for your credit card to be charged when you leave or after your departure to cover any incidentals such as drinks, snacks, damages or smoking.

TERMS & CONDITIONS

Bingham Riverhouse is a trading name of the Bingham Hotel and Restaurant Limited. Bingham Riverhouse is a Members' Club that serves food and drink in its dining rooms, holds meetings, weddings and parties in its Garden Rooms and has bedrooms for accommodation; it also offers gift vouchers for purchase and treatments and studio classes with bhuti. The terms and conditions for each of our business divisions and bhuti are as follows:

1. Dining & Drinking
2. Weddings, Parties and Meetings (Banqueting & Functions)
3. Bedrooms
4. Members' Club
5. Gift Vouchers

1. DINING & DRINKING

Reservations for the restaurant and bar are subject to the terms and conditions as follows:

- 1.1. Booking is advisable and restaurant reservations can be made by telephone on 020 8940 0902 [1], email to be@binghamriverhouse.com or through our website.

- 1.2. Sample menus and our wine list are available to view online on our website. Please inform us of any special dietary requirements or requests for special occasions at the time of booking. Bingham Riverhouse will confirm your reservation by email.
- 1.3. We do not accept corkage, you can choose from our extensive a la carte wine list
- 1.4. We kindly request that you keep to the table time requested. If you are unavoidably late, please contact us as we may only be able to hold your table for 30 minutes. We recommend you to allow 1.5 – 2 hours for your dining experience.
- 1.5. When making your booking, please make sure you let us know if anyone in your party has any dietary requirements or allergies so we can create a bespoke menu for you or your guests. If you are unsure whether we can cater for your dietary needs or allergies, please contact the restaurant directly on 0208 940 0902 (option 1) so we can understand your requirements in detail and we will do our best to accommodate. Please note that dietary requests & allergies cannot be guaranteed without prior arrangement. Please note we have taken all reasonable steps to avoid the unintentional presence of allergens however we cannot guarantee that products are 100 percent free from allergens including celery, gluten, crustaceans, eggs, fish, lupin, milk, molluscs, mustard, nuts, peanuts, sesame seeds, soya & sulphur dioxide due to cross contamination.
- 1.6. We will release a new month of availability on the first of each month at 10am (UK time) for the period three months in advance. For example, December bookings will be available on September 1st. If your preferred time slot is not available, please contact our team directly and they will do their best to accommodate your request. Please note the largest table we can accommodate in the main restaurant is for 8 people. For larger groups between 9-40, contact be@binghamriverhouse.com. The restaurant can also be hired exclusively.
- 1.7. We take a non-refundable deposit of £20 per person* for all reservations to guard against no-shows and short notice cancellations. This will be taken off your final bill in the restaurant. We use Seven Rooms as our reservation system as it is one of the easiest and most secure ways for our guests to make reservations and pay the deposit up front. We do request at least 48 hours' notice given for every cancellation regardless of the reason where your deposit can be transferred to another time. For bookings cancelled with less than 48 hours' notice, the deposit will be kept as a cancellation fee. Thank you for understanding.
- 1.8. Guests are welcome to dress as they please but most dress in a smart but casual manner. Whilst our food is fine dining, our restaurant and style of service is informal and friendly.
- 1.9. Our restaurant can accommodate wheelchair users and has a disabled toilet accessible at ground level. We do ask that you notify our reservations team so that we may allocate a suitable table and let us know whether you would prefer the dining chair to be removed or left at your table.
- 1.10. Although we are a dog-friendly house in all our outdoor spaces, bedrooms & Drawing Room, we do not allow pets in certain areas of the restaurant (Parlour). Please contact be@binghamriverhouse.com if you require further information.
- 1.11. Bingham Riverhouse has a limited number of car parking spaces and we recommend that you reserve a space as early as possible to avoid disappointment (spaces are subject to availability). Parking tariffs apply. Our carpark is operated by "Parking Eye" where PCN is in place. Failure to adhere to the PCN notice may result in a fine of £100.00 of which Bingham Riverhouse cannot take responsibility for. It is the responsibility of the driver to park in the designated spaces provided and inform reception upon arrival of vehicle registration details.
- 1.12. Our Riverhouse Restaurant is served daily, open to all.
- 1.13. Service times:

Breakfast

Monday – Friday

7am – 10am

Saturday – Sunday

8am – 10am

Riverhouse Restaurant Lunch

Tuesday – Friday

12:00pm – 3:00pm

Riverhouse Restaurant Dinner

Tuesday – Saturday

6:00pm – 8.30pm

Riverhouse Restaurant Brunch

Saturday

11:00am – 2:00pm

Riverhouse Restaurant Sunday Roast

Sunday

12:00pm – 6:00pm

Afternoon Tea

Served on Saturday & Sunday

2:00pm – 4:00pm

Drawing Room Bar & Members Lounge

Opened daily until 11pm. Please note that on Fridays and Saturdays this space is open until later and on certain evenings will have music and DJ's playing. Should you require a quiet bedroom, please put a request in to the reception team and we'll try to accommodate where possible.

2 WEDDINGS, PARTIES AND MEETINGS (BANQUETING & FUNCTIONS)

All reservations for functions are subject to the terms and conditions as follows:

- 2.5 Provisional bookings can be held for 7 days. For all private events, a non-refundable deposit of 50% of the total estimated revenue is required to hold or book the function room. Without payment of this deposit, provisional bookings are automatically released after 7 days without notice.
- 2.6 For a wedding a further 30% of the remaining estimated value shall be made by the Client to Bingham Riverhouse 6 months prior to the date of the wedding. The final remaining balance is required to be made 1 month prior to the date of the wedding. For all other events, the remaining estimated value is due 1 month prior to the date of the function. This value is subject to change while the final details of the function are being finalised. For any additional food & beverage ordered on the day, a 13.5% service charge will be added to the final bill. Credit card details are required to guarantee all other expenses incurred on the day. Bingham Riverhouse reserves the right to charge the card details provided for any outstanding balance after the event, if it's not paid within 7 days following the event.
- 2.7 The menu and all other details of your function are to be finalised a minimum of 14 days prior to the date of your event(s) and are subject to the terms and conditions described therein.
- 2.8 Final updates on guest numbers and requirements are required by noon on the Monday preceding the week of the event. If the expected number of guests is less than the

- guaranteed minimum number, the guaranteed minimum number of guests will be charged for.
- 2.9 The success of any event at Bingham Riverhouse is in part due to the detailed planning arrangements in which punctuality plays a major part. If there are any last-minute changes to the programme caused by the Client which results in additional cost to Bingham Riverhouse, such costs will be passed on to the Client for reimbursement.
- 2.10 The room access and vacant times quoted for each function must be strictly adhered to. All guests must have departed, and equipment removed, by the vacant time. Meeting and function space is reserved only for the time(s) indicated and may be used by Bingham Riverhouse for other activities during the times not covered in the Contract. All extended set up and tear down times must be specified and included in the schedule of events.
- 2.11 Any music on the terrace must end at 19.00hrs and be moved into the Garden rooms at which point the doors to Garden Room 3 must also remain closed. Music outside during the day cannot be amplified music and can only be a string quartet, harpist, guitarist or pianist. Singing outside is not permitted along with Mariachi bands and bagpipes. Bands must end at 23.00hrs. Any background music must end at 24.00hrs. Acoustic drum kits are not permitted at the hotel. DJs must be connected through The Hotels sound/PA system. DJs must end at 24:00hrs with the music being turned down to 80 decibels at 23:00hrs. Should this not be adhered to on the day, The Hotel has the right to refuse the band to play.
- 2.12 The Client is deemed to be responsible for the orderly conduct of guests attending the function and will ensure that no nuisance or noise is caused either to Bingham Riverhouse or its other guests.
- 2.13 No food or beverage of any kind may be brought into The Hotel by a Client (with the exception of one wedding, christening or other celebration cakes which, for the avoidance of doubt, shall not be subject to any additional charges) without the written permission of the Hotel and are subject to such service and/or wage charges as are deemed necessary by the Hotel. The Hotel reserves the right to inspect and control all private functions. Any wedding favour's where the client is providing alcohol, The Hotel will allow a single 50ml limit per day guest. This cannot be added on to any other wedding favour's and/or mixers.
- 2.14 Menu's and prices are subject to change depending on availability and season
- 2.15 Any entertainment and decorations must be approved by Bingham Riverhouse in writing and should be sympathetic with the style of the hotel. Any flowers or decorations brought to the hotel must be collected within 24 hours from the event otherwise the hotel has the right to discard.
- 2.16 Bingham Riverhouse cannot assume liability for any personal property and equipment of the Client or the Client's guests or invitees brought to Bingham Riverhouse unless handed to Bingham Riverhouse for safekeeping and a receipt given.
- 2.17 Cancellation charges: the deposit is non-refundable. An additional cancellation fee may be charged and is payable upon demand, in the event of cancellation of all or part of your programme, after acceptance of the booking by Bingham Riverhouse. The fee will be based on catering pricing in effect at the time notification of cancellation is received by Bingham Riverhouse. These amounts are due as liquidated damages and not as a penalty. The following schedule will apply:
- If the function is cancelled 181+ days prior to the function date, a cancellation fee of 25% of the remaining fee to be paid by the Client;
 - If the function is cancelled 180-91 days prior to the function date, a cancellation fee of 50% of the remaining fee to be paid by the Client;
 - If the function is cancelled 90-15 days prior to the function date, a cancellation fee of 85% of the remaining fee to be paid by the Client;

- If the function is cancelled within 14 days of the function date, a cancellation fee of 100% of the remaining fee to be paid by the Client.

2.18 The guarantee deposit is non-refundable

2.19 Should another client re-book the room and date with a comparable function after cancellation by the Client, all or a portion of the advance deposit and cancellation fee may be refunded to the Client at the absolute discretion of Bingham Riverhouse.

2.20 Value Added Tax at the applicable rate is included in all food, beverage and other charges, unless otherwise stated. Cheques are to be made payable to Bingham Riverhouse. Any invoice outstanding for more than 14 days will bear interest at the rate of 1.5% per month (18% per annum) until paid, unless the rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply. Credit Accounts are due for payment within 7 days of receipt of invoice.

2.21 For the purposes of this Agreement a “Force Majeure Event” means any circumstance beyond the reasonable control of the Hotel including (but not limited to) the following:

- acts of God;
- fire, floods, natural disasters, epidemic or pandemic;
- armed conflict, civil disorder, terrorist attacks, war, threats of war or preparation for war;
- imposition of sanctions, embargo, or breaking off of diplomatic relations;
- government regulations or orders;
- strikes or failures by key suppliers; or
- curtailment of transportation facilities (other than by companies in the same group of the party seeking the protection in this clause);

The Hotel shall have no liability to the Client to the extent that the function is delayed, hindered or prevented due to a Force Majeure Event. The Hotel will use all reasonable endeavors to agree either an alternative date, other event or other services with the Client, in which case the Client’s deposit will be set off against such alternative. If such alternative is not agreed between the Hotel and the Client both acting in good faith, the Client’s deposit will be refunded by the Hotel no later than 90 days after the function date. Alternatively, the Client will be provided with a voucher equal to the total sum payable by the Client under this agreement to be used at the Hotel within the next 12 months.

3 BEDROOMS

3.5 Check-in is from (15:00 GMT) and check-out is (11:00 GMT).

3.6 A Group Booking policy applies to bookings of 4 or more bedrooms.

3.7 For individual room bookings of 4 rooms or less, our standard cancellation policy is 48 hour prior to arrival (15:00GMT) without penalty. For cancellations within 48 hours, shortening of stays and for non-arrival, the full rate of the first night’s stay will be charged to the card details given as guarantee. This policy does not apply to rooms booked as part of the Advance Purchase or Seasonal package which may not be cancelled and are non-refundable.

3.8 For individual room bookings made within 48 hours prior to arrival (15:00GMT), the standard cancellation policy applies.

1.1. For group bookings of 5 rooms or more, our cancellation policy is 7 days prior to arrival (15:00GMT) without penalty. This applies to part cancellations of one or more rooms, full cancellations, shortening of stays and non-arrival. Exclusive use bookings whereby the entire property is hired including all 15 bedrooms are governed by a separate set of terms and conditions and this clause does not apply. This also stands for reservations as part of a wedding / event which have a separate set of terms & conditions.

- 3.9 Exclusive use bookings whereby the entire property is hired are governed by a separate set of terms and conditions and this clause does not apply to bedroom cancellation for such contracts.
- 3.10 Bingham Riverhouse has a strict no smoking policy in all of its bedrooms along with all other indoor areas of the house and certain outside space (which is sign posted). Failure to adhere to this policy will result in a £150 extra charge.
- 3.11 Bingham Riverhouse has a limited number of car parking spaces and we recommend that you reserve a space as early as possible to avoid disappointment (spaces are subject to availability). Car parking is charged at £15 per space, per night. Please see point 1.12 for further information on our car park.
- 3.12 Room rates are inclusive of a £10.00 discretionary service charge per night

4 MEMBERS' CLUB

4.1 The Riverhouse

Bingham Hotel and Restaurant LTD (trading as Bingham Riverhouse) reserves the right in its absolute discretion to change the Bingham Riverhouse company with whom a member contracts from time to time. Bingham Riverhouse will inform each member of the name of the Bingham Riverhouse company with whom their contracts by email when we confirm your membership approval and/or renewal.

Bingham Riverhouse reserves the right to charge members a joining fee, an annual /monthly membership subscription fee and for admission to the 'premium' events. The right to amend or waive any such fees or subscriptions from time to time shall be in Bingham Riverhouse's sole discretion.

4.2 Your membership application

By completing and submitting your application for membership via our website, you agree to be bound by the terms of our community conduct.

You are free to withdraw your application at any time. Should you wish to do so, please contact our membership team at membership@binghamriverhouse.com. If your membership application is accepted, we will confirm this by sending you an email and membership will commence once the Terms and Conditions are signed and on the agreed start date.

Members will receive a membership card which is required by reception upon entry of the Riverhouse, as well as to purchase any food or beverage. Should you lose your card and need a replacement a £10 fee will apply.

4.3 Proposing new members

We would love for you to bring new members to the club. Please send all applications and recommendations to membership@binghamriverhouse.com.

A referral scheme is in place to reward a £100 house credit for any annual member sign up which can be redeemed towards food, beverages, and overnight stays.

4.4 Membership renewal

Annual membership is for a minimum period of one year and renewable thereafter on an annual basis. Alternatively, we offer a monthly rolling membership, with a minimum commitment of six months, which can be terminated by giving one months' notice.

4.5 Membership database

It is important for us to have your current details for security purposes, plus a photograph of you in our membership database. By becoming a member of Bingham Riverhouse, you agree that we can hold your personal details and a photograph to use in

connection with your membership. If your contact or payment details change, please let us know by email.

4.6 Membership payment

Upon approval or renewal of your membership, your membership fees become payable immediately. By providing us with your payment details, you accept and consent to being charged with membership fees in the form requested by Bingham Riverhouse upon your application being approved or renewed. It is within our discretion to amend our membership fees at any time, and we will notify you in advance if there are to be any changes to the amount, date or frequency of the payment of your membership fees. Failure to pay the annual subscription (or any instalment thereof) within one month of the due date will result in the member not being admitted and the membership being terminated.

4.7 Resignation of your membership

If you have selected annual payment and choose to resign your membership (or your membership is cancelled part way through the year), you will still need to pay your full membership fee for the remainder of the year. Refunds will be at the discretion of Bingham Riverhouse.

4.8 Your personal information

We will use the personal information you provide us in connection with your membership, in accordance with our Privacy Policy.

4.9 Guests

Members are permitted to bring up to five guests per visit and up to one guest per complimentary event. Members may also offer one guest the Member's Rate per event if applicable. If Members wish to bring a guest to an event, they must register their guest's name and e-mail address to membership@binghamriverhouse.com so they can be issued a confirmation. Please be aware that during busy times we may have to restrict member/guest access to certain areas of the house. A member's guests may not enter the house without that member being present. Members are responsible for ensuring their guests follow community conduct and can face suspension or termination of their membership if their guests violate such rules or policies.

4.10 Children

Our spaces are designed for adults but aim to be child friendly. Please be considerate of other members when you bring children, who count as part of your guest allowance. Please remember that your children are always your responsibility when present, and ensure they are not left unattended at any time.

4.11 Dress Code

Bingham Riverhouse fosters an inclusive and diverse environment for all members and their guests. We kindly ask that you refrain from nudity unless this is always in line with a member event and wear clothes.

4.12 Parking

Complimentary parking is offered to our members and subject to availability. Parking can be booked up to one week in advance and must be registered with reception upon checking in. Bingham Riverhouse does not take responsibility for any fines should the above procedure not be followed.

4.13 Privacy for members/guests

Members and their guests are asked to respect the privacy and space of others with whom they are not personally acquainted.

4.14 Mobile phones & laptops

To protect the relaxed atmosphere within our spaces, members may take short and quite phone calls however we ask guests to be considerate all other members. Texting is also permitted in the communal areas. Private calls may be made in designated areas at Bingham River house, subject to availability.

Alternatively, Bingham Riverhouse guests can book the “zoom room.” However, this is again subject to availability, Monday-Friday, and must be pre booked for up to a two hour duration. Please ensure that your guests adhere to our phone policy.

4.15 Cameras/recording devices

Members are encouraged to share and spread the word on personal social media platforms, unless otherwise noted on certain occasions. Please be mindful of the privacy of other members and guests when taking their photo or including them in social media. When in doubt, please ask members or guests for their permission. Bingham Riverhouse reserves the right to take possession of and confiscate any mobile phone, camera, video or other recording device and any photos, videos or other recorded images used or taken while on premises.

4.16 Audio/video sound

Movies, videos, songs, internet calls, presentations and all other audio must only be played through headphones and should not be audible to any other member or guest present. Internet calls can take place using headphones and with respect to those around you.

4.17 Press/social media

We operate a strict no press policy. Members will be held accountable if they or their guests disclose or identify any other members or guests who are in the public domain, whether in any press or on any social media platforms. Similarly, members and their guests must refrain from identifying or describing any private hire or member event occurring on premises.

4.18 Confidentiality

Bingham Riverhouse management and all staff members are required to adhere to the strictest confidentiality standards and pledge to maintain all records and personal information concerning the members and their guests in the strictest confidence.

4.19 Illegal drugs/substances/items

No member or guest shall purchase, use, ingest, possess, sell or otherwise distribute illegal drugs or other substances, or attempt to do any of the same with any member or guest. No member or guest shall ask any Bingham Riverhouse staff for illegal drugs or other substances while on premises, or in the immediate vicinity thereof. If any of the actions above prove true, the relevant member and/or guest will be removed and the membership in question will be terminated.

No member or guest shall purchase, sell, use or possess any object which is illegal or offensive while on premises or in the immediate vicinity thereof. If any such objects are found, the item will be confiscated, the relevant member and/or guest will be removed, the membership in question will be terminated and, depending on the circumstances, we may have to call the police or relevant authorities.

4.20 Credit Points and Bills/Debt

Members will have the opportunity to add credit to their account which can be used at the Riverhouse within a 1-year period. For all credits added, Bingham Riverhouse will offer an additional 10% in value to the maximum of £500.00. Members' can add between £100.00 and £5,000 of credit with a 1 - year period.

All bills must be settled in full before leaving our premises. Should any member depart the Riverhouse without settling their bill, Bingham Riverhouse reserves the right to charge the card on file of which a receipt will then be sent to the member.

Members are responsible for their guests' bills; if they are not paid, the member may face suspension.

4.21 **Food and beverages**

Members receive a 15% discount on food and beverage from the Riverhouse Club menu and the restaurant for up to 3 guests. This excludes special occasions (e.g Christmas, New Years Eve) and is not applicable towards private events.

Annual Riverhouse membership sign up will receive a complimentary overnight stay. This is to be redeem January-March | Sunday-Thursday and subject to availability.

After Hours membership and Monthly Riverhouse memberships will receive a complimentary 3-course Riverhouse lunch for 2. This is redeemable Monday-Friday and excludes drinks.

Please refrain from bringing any outside food or beverages to any of our spaces, unless agreed otherwise.

4.22 **Private hire and maintenance**

Our "Zoom Room" may be booked up to two weeks in advance and within a 48 hour notice period. This is available Monday-Friday for up to a two hour duration.

Office Memberships are available to book one private meeting room per month. This is subject to availability and offered 9am-5pm, Monday-Thursday for up to 18 guests and can be booked up to 2 months in advance.

Office Memberships receive a 10% discount towards corporate meeting packages and private events hire.

We may at times close all or part of our spaces to members and their guests for private events or for necessary maintenance, repair or redecoration work.

Closure of all of the Riverhouse will be communicated to Members accordingly.

Where we close part of our spaces for private events, please honour and respect the privacy of all private events occurring and refrain from communicating any information about the event to third parties in any medium.

Where all or part of the spaces are closed for maintenance, repair or redecoration work, or where we need to withdraw facilities or services because we consider that they may pose a risk to the health or safety of our members, guests or staff, or that they are detrimental to the business, we will seek to ensure that any such area, facility or service is reinstated as soon as possible.

4.23 **Member events**

We love to hear what our members and guests get up to at Bingham Riverhouse. Whilst you are a member or a guest at our spaces, we may ask you to give your views of, and experiences at, Bingham Riverhouse. We may also film, video or photograph our member

events and activities at our Homes for use in our membership programmes, as well as advertising, promotions, public relations, and other commercial/business purposes. If you take part in these interviews or events, you agree to us using your name, image and limited other information. You also consent to us publishing any materials produced by, or for, us for any purpose without your further consent, and you waive your right to receive any payment from us in connection with such publication.

4.24 Accidents and injuries

We want all our members and guests to relax and enjoy the activities and facilities available safely. Please be aware that some of our spaces are outdoors and may have natural features that can be hazardous. Members and their guests agree to observe the safety policies set out or displayed at our properties at any time.

If a member or guest has an accident or suffers any injury at, or in the vicinity of, the house, please report this as soon as possible to a member of staff and, in any event, within 24 hours of the incident. As well as wanting to check on a member or guest's wellbeing, this information is needed to help us comply with our health and safety obligations and for insurance purposes.

4.25 Entering/leaving

All members and their guests are asked to respect our nearby residents by being quiet when entering or leaving the premises, or while in the surrounding area.

4.26 Animals

Bingham Riverhouse is dog friendly. Please be mindful of guests and other dogs.

4.27 CCTV

Members and their guests should be aware that for safety reasons, we use CCTV across all our spaces.

4.28 Smoking policy

All members and their guests are obligated to abide by the smoking policy, and to all applicable no-smoking governmental laws, rules and regulations. No smoking (including e-cigarettes and vapes) is allowed inside at any time. Bingham Riverhouse reserves the right to prohibit or limit smoking in any area of the premises at any time at its sole and absolute discretion.

Bingham Riverhouse reserves the right to designate certain outside areas of the premises as smoking areas and to change the location of such areas at any time. However, all members and their guests are requested to respect the wishes of other members and their guests with respect to smoking, and to refrain from smoking when requested to do so.

4.29 Disciplinary procedure

Conduct by a member or guest that is prejudicial to the reputation and character of Bingham Riverhouse may result in suspension or expulsion of such member or guest. Such conduct may include inappropriate, violent or abusive behaviour, or the communication of information concerning business affairs, members or their guests to the media. An expelled member may not return as a guest. A refund of the expelled member's subscription will be at the discretion of Bingham Riverhouse. Any member or members who wilfully remove, damage or destroy any property belonging to Bingham Riverhouse, or to members or guests on the premises, will be liable to expulsion and/or suspension or termination of their membership.

Every member binds themselves to abide by the rules, bylaws and regulations of Bingham Riverhouse always upon acceptance as a member. If Bingham Riverhouse considers that any member's (or their guests) conduct either inside or outside of the premises is, at its absolute discretion, contrary to the interests of Bingham Riverhouse, Bingham Riverhouse may with immediate effect expel the member or guest from the premises and/or suspend or terminate that member's membership without having to give any reason to such member or guest.

4.30 Constitution

Bingham Riverhouse is constituted to encourage social and recreational activities.

4.31 Rights and privileges of membership

A member shall be entitled to all the rights and privileges of the house granted to a person in their capacity as a member and shall be bound by these rules, but shall have no proprietary rights in any of the premises or in respect of property.

4.32 Bingham Riverhouse trademark rights

Members and their guests shall not use the names, logos, colours, trademarks, service marks, photographs, trade dress, or other identifying features of Bingham Riverhouse and its affiliates (the 'Bingham Riverhouse Marks') without obtaining the specific prior written approval of Bingham Riverhouse as to the specific use.

You hereby expressly recognise that the Bingham Riverhouse and affiliated brands' logos are the valid, unique and exclusive property of Bingham Riverhouse, its parent, affiliates and/or subsidiaries. Members and their guests may not produce, use or create, or authorise others to produce, use or create, the Bingham Riverhouse branding for any purpose whatsoever, including, but not limited to, in any communications, marketing, advertising or other promotional materials (including, but not limited to, brochures, flyers, invitations and e-mail messages) that utilise the Bingham Riverhouse branding without its prior written consent.

4.33 Use of equipment and facilities

Use of any of the fitness equipment, areas or facilities available is entirely at the risk of the user. Introduction sessions explaining how to safely use the fitness equipment are available. You must not use any equipment, or undertake any activity, unless you are satisfied that you are competent to do so in a safe and proper manner. You will also be required to complete a health commitment statement confirming that you are in good health and in a fit state to use our facilities.

Please advise the instructor/teacher/trainer of any injuries, pregnancy or other relevant information regarding your health prior to participating in any fitness or wellbeing activity.

When using any equipment and facilities available, you must take care to safeguard your own health and safety and that of other people. You will be solely responsible for any loss or injury that you cause to yourself, other persons, or to the equipment or facilities through your unsafe or improper use of the equipment or facilities. This includes your use of them while under the influence of alcohol or medication, or your failure to advise staff of a medical condition relevant to your use of the equipment or facilities.

4.34 Liability of Bingham Riverhouse

All items brought into Home are brought and left entirely at the risk of a member, or their guests. Bingham Riverhouse, its servants and/or agents shall not be liable to any member or guest for any loss, damage or injury suffered by them or their property howsoever caused, save in respect of death or personal injury to a member or guest to the extent caused by the negligence of Bingham Riverhouse, its servants and/or agents. This

is not intended to affect any mandatory rights a member or guest may have under local law that we cannot legally restrict or exclude.

4.35 Interpretation of the rules

In the event of any dispute arising as to the meaning or interpretation of these terms, the matter shall be referred to the membership team, whose decision with respect to your membership shall be final. These rules shall be governed and construed in accordance with English law and each member agrees to submit to the exclusive jurisdiction of the courts of England.

4.36 Amendments to the terms

Bingham Riverhouse may change the rules from time to time, by communicating the change via email. Please be aware that the terms in your membership welcome email may not be completely up to date and that the latest version can be obtained by the membership team.

4.37 Contacting us

Should you have any questions regarding your membership and/or our terms, please contact us at membership@binghamriverhouse.com