



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. Please note we do not turn our tables in the restaurant. We recommend you to allow 2 – 3 hours for your dining experience.
- 1.5. In Steven Edwards Restaurant we allow children who are over the age of eight years old however, please be aware we are unable to provide any facilities for infants and we are unable to create a children's menu alternative. Our menus may offer a good opportunity for your child to expand their palate. We kindly ask that parents and children are courteous of other diners. We are unable to accommodate pushchairs due to the layout of our restaurant.
- 1.6. When making your booking please make sure you let us know what your dietary requirements or allergies are so we can create a bespoke menu for you or your guests. We are unable to cater for limited diets due to the nature of our menus. If however you are unsure whether we can cater for your dietary need or allergy please contact us directly at the restaurant 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 celery, gluten, crustaceans, eggs, fish, lupin, milk, molluscs, mustard, nuts, peanuts, sesame seeds, soya & sulphur dioxide owing to cross contamination.
- 1.7. We will release a new month of availability on the first of each month at 10am (UK time) for the period two months in advance. For example, December bookings will be available on October 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 6 people. For larger groups between 7-40 we can offer exclusive use of the restaurant.
- 1.8. We take a non-refundable £20 deposit 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 we will keep the deposit as a cancellation fee. Thank you for understanding that deposits are needed given the experience we have had to date and the costs incurred to our business
- 1.9. 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.
- 1.10. 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.
- 1.11. Although we are a dog-friendly house we do not allow dogs in the dining room.
- 1.12. 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 spaces are reserved on a first come first served basis at a charge of £10 per space for either a lunch or dinner reservation and is donated to the Poppy Factory Charity.
- 1.13. Our Club Menu is served daily for our Riverhouse Members' and in-house guests only
- 1.14. Service times:

Breakfast

Monday – Friday

7am – 10am

Saturday – Sunday
8am – 10am

Steven Edwards Lunch

Friday – Sunday
12:15pm – 1.30pm

Steven Edwards Dinner

Tuesday – Saturday (please note on Friday & Saturday, only a 5 course tasting menu will be available)
6:45pm – 8.00pm

Sunday
CLOSED

Club Menu

Served daily from 11am until 10pm

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:

- 2.1. Provisional bookings can be held for 7 days. For all private events, a non-refundable deposit of 25% 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.
- 2.2. For a wedding, 50% 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 12.5% 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.

- 2.7. 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.
- 2.8. 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.
- 2.9. 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.
- 2.10. Menu's and prices are subject to change depending on availability and season
- 2.11. 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.
- 2.12. 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.
- 2.13. 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.
- 2.14. The guarantee deposit is non-refundable
- 2.15. 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.
- 2.16. 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.

2.17. 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

- 3.1. Check-in is from (15:00 GMT) and check-out is (11:00 GMT).
- 3.2. A Group Booking policy applies to bookings of 4 or more bedrooms.
- 3.3. 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.
- 3.4. For individual room bookings made within 48 hours prior to arrival (15:00GMT), the standard cancellation policy applies.
- 3.1. 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.
- 3.2. 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.
- 3.3. 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.
- 3.4. 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 £18 per space, per night.

4. MEMBERS’ CLUB

4.1 Food & Drink

Breakfast is served from 7am until 10am and the Riverhouse Menu is available to you from 11am until 10:00pm daily. If you are spending the day with us, you may start a tab with our food and beverage team simply by giving your full name. As a Member, you also receive a discount at Steven Edwards, our incredible Chef Restaurant. To book, please contact the front of house team.

Please note that all tabs must be cleared before leaving the Bingham and there are no credit facilities available.

4.2 People

The front of house team are there 24/7 to support you in whatever way they can. To reserve dining tables, ask for help with booking into events or anything else, please contact them at be@binghamriverhouse.com.

For anything related to your membership, Aman Bal is your person (Monday to Friday). She can be contacted at membership@binghamriverhouse.com.

4.3 Spaces

There will be a daily pop-up workspace where you can get your head down and order food and drink to your work station. The front of house team will let you know which spaces are available on the day.

Looking to celebrate or host something a bit more private? We have private events space for all occasions. Contact meet@binghamriverhouse.com to find out more (don't forget to mention you're a member to get your discount).

Membership Terms & Conditions

Bingham Riverhouse is a neighbourhood club for people with purpose. Applications are open to all over the age of 18 as we remain inclusive to individuals from all backgrounds and with various stories to tell

4.4 The Riverhouse

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, and when we change your contracting Bingham Riverhouse company at any time.

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

4.5 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.

Founding Members meet quarterly and admit new members when space is available. Founding Members shall have discretion as to who shall become a member of Bingham Riverhouse and will ensure that equal representation is maintained as a condition of acceptance.

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 a 'Welcome Home' email. Your annual membership will commence on the date your Welcome Home email is sent.

4.6 Proposing new members

Members are welcome to propose new applicants to join. Please send all applications and recommendations to membership@binghamriverhouse.com.

4.7 Membership renewal

Membership is renewed annually with a reminder being sent two weeks prior to your renewal date - once renewed the amount cannot be refunded. Alternatively, we offer a monthly rolling membership with a minimum commitment of six months, after which can be terminated by giving one months notice.

4.8 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.

4.9 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.

4.10. 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, unless due to a medical reason supported by a doctor's note. Refunds will be at the discretion of Bingham Riverhouse. Monthly rolling membership has a minimum commitment of six months, after which can be terminated by giving one months notice.

4.11 Your personal Information

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

4.12 Guests

Members are permitted to bring up to three guests before 6pm and six guests after 6pm, although 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.

4.13 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.

4.14 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 in line with a member event, and wear clothes.

4.15 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.

4.16 Mobile phones & laptops

To protect the relaxed atmosphere within our spaces, members may take short and quiet phone calls however we ask guests to be considerate all other members. Private calls may be made in designated areas at Bingham Riverhouse, subject to availability.

Alternatively, Bingham Riverhouse guests can book the "zoom room" located over at bhuti (2-minute walk from Bingham Riverhouse), via the bhuti app. However, this is again subject to availability and must be pre booked. Please ensure that your guests adhere to our phone policy.

Bingham Riverhouse kindly asks that laptops are not used within the Member's Drawing Room after 5pm.

4.17 Cameras/recording devices

No cameras, video or other recording devices, whether live-streaming or otherwise and whether on a mobile phone or other medium, may be used. Members are responsible for ensuring their guests also respect this policy. 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.

4.18 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.

4.19 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 social media including Facebook, Twitter, Instagram: and on personal blogs. Similarly, members and their guests must refrain from identifying or describing any private hire or member event occurring on premises.

4.20 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.

4.21 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.

4.22 Bills/ Debt

All bills must be settled in full before leaving our premises. There are no credit facilities. Members are responsible for their guests' bills; if they are not paid, the member may face suspension.

4.23 Food and beverages

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

4.24 Private hire and maintenance

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.

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 practicable.

4.25 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.

4.26 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.

4.27 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.

4.28 Animals

Bingham Riverhouse is dog friendly.

4.29 CCTV

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

4.30 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,

4.31 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 herself/himself/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 guest's) 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

4.32 Constitution

Bingham Riverhouse is constituted to encourage social and recreational activities.

4.33 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

4.34 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, 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.

4.35 Use of equipment and facilities.

Use of any of the weights room or fitness equipment, areas or facilities available is entirely at the risk of a member or bedroom guest. Members are not permitted to bring guests to the weights room. 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.

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.

4.36 Liability of Bingham Riverhouse.

All items brought into a Bingham Riverhouse are brought and left entirely at the risk of a member, or their guests Bingham Riverhouse, its staff 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 staff 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

4.37 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.

4.38 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.

4.39 Contacting us

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

5. GIFT VOUCHER CONSUMER TERMS & CONDITIONS OF USE

These terms and conditions ("Consumer Terms and Conditions") govern the use of Bingham Riverhouse's Gift Voucher Portal (the "Voucher Portal"). You are required to access this Voucher Portal in order to purchase a Bingham Riverhouse on-line gift voucher. This portal is operated and managed by Gift Bonobo Limited ("Gift Bonobo"), acting as an agent on behalf of Bingham Riverhouse. Gift Bonobo will collect payments from you on behalf of Bingham Riverhouse for the purchase of Bingham Riverhouse Gift Vouchers. Gift Bonobo is a company incorporated in England (No 9805299) with its registered office at Longbarn Village, Alcester Heath, Alcester, Warwickshire, B49 5JJ. Bingham Riverhouse has other terms and conditions which apply to the use of their own website.

By using the Bingham Riverhouse Gift Voucher Portal, you shall have deemed to have accepted and be legally bound by the Consumer Terms and Conditions. You shall be asked to agree to the Consumer Terms and Conditions before placing an order (including the terms and conditions of use of the Bingham Riverhouse Gift Voucher in clause 4.11 below). If you breach, or do not accept these Consumer Terms and Conditions or the terms and conditions of use of the Gift Voucher, your permission to order any Gift Vouchers and use the Bingham Riverhouse Gift Voucher Portal automatically terminates.

Bingham Riverhouse reserves the right to vary the Consumer Terms and Conditions of use from time to time. It is your responsibility to regularly review these before each purchase to keep up to date with any changes made to them. Any changes to the terms and conditions of use of the Bingham Riverhouse Gift Voucher will also be listed on the relevant product page of the Bingham Riverhouse Gift Voucher Portal. If changes are made to the Consumer Terms and Conditions which apply to orders previously made, we will notify the consumer with reasonable advance notice of such changes to the email address details provided by the Consumer at the point of purchase. If you are not happy with such changes, you have the right to cancel the order. Under these circumstances, you have the right to cancel one or all Bingham Riverhouse Gift Vouchers previously purchased. After receipt of your notice of cancellation, Gift Bonobo will arrange a full refund of the price you have paid, together with any previously incurred postal delivery charges ordered by the Consumer for the shipment of Bingham Riverhouse Gift Vouchers (irrespective of whether you have already received the Bingham Riverhouse Gift Voucher). If you have already received the Bingham Riverhouse Gift Voucher and subsequently cancel due to the above, the physical gift voucher should be destroyed as neither you nor the recipient will be able to redeem it. As you are a consumer, we are under a legal duty to supply products that are in conformity with our contract with you. As you are a consumer, you have legal rights in relation to products that are faulty or incorrectly described. These legal rights are not affected if you exercise your rights to cancel or by the operation of any other terms in these terms and conditions. Advice about your legal rights, including your right to cancel the contract, is available from your local Citizens' Advice Bureau or Trading Standards office.

5.1. Purchase

- 5.1.1. The Bingham Riverhouse Gift Voucher Portal offers gift vouchers for sale ("Gift Voucher").
- 5.1.2. The contract for sale of any Gift Voucher only exists between you and Bingham Riverhouse when Bingham Riverhouse accepts your order by way of a confirmation email (issued by Gift Bonobo) detailing that payment has been received in full, the content of the Gift Voucher purchased and confirming your details (the "Confirmation"). This acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time Gift Bonobo (on behalf of Bingham Riverhouse) sends the Confirmation to you (whether or not you receive that Confirmation). The Confirmation constitutes an acceptance by the Bingham Riverhouse to supply a Gift Voucher(s) from Bingham Riverhouse or a third party supplier that is engaged by Bingham Riverhouse. In the event of any inconsistency or conflict between the Consumer terms and conditions, the Confirmation or the details on the product page of Bingham Riverhouse Gift Voucher Portal, the Consumer Terms and Conditions shall prevail to the extent of the conflict or inconsistency.
- 5.1.3. You must check that the details outlined on the Confirmation are correct as soon as possible and you should print and retain a copy of the Confirmation for your records.
- 5.1.4. When purchasing a Bingham Riverhouse Gift Voucher through the Voucher Portal or on the telephone, payment shall be taken by credit or debit card. The following cards are acceptable, Mastercard, Visa, Delta and Maestro. Please note that any payments debited or credited to your account will appear on your statement as being from Gift Bonobo.
- 5.1.5. You undertake that all details you provide to the Bingham Riverhouse Gift Voucher Portal and Gift Bonobo for the purpose of ordering any Gift Vouchers are correct, that the credit or debit card you are using is your own and that there is sufficient funds to cover the cost of the Gift Voucher ordered.

5.1.6. In order to protect your details during purchase, the Voucher Portal uses a software package known as Secured Sockets Layer (SSL), which is indicated by a padlock which will appear your browser.

5.2. Issuing Bingham Riverhouse Gift Vouchers

5.2.1. Each Bingham Riverhouse Gift Voucher is subject to the terms and conditions of use which can be viewed on the Voucher Portal alongside each individual Bingham Riverhouse Gift Voucher type which shall apply in addition to the terms of the Consumer Terms and Conditions. All prices on the Voucher Portal are inclusive of VAT (where applicable).

5.2.2. Orders will be dispatched in accordance with the following timescales:

For orders placed on a working day (Monday - Friday, excluding bank holidays) before 12 noon, the order will be despatched the same day.

For orders placed on a working day after 12 noon or on a weekend day or bank holiday, the order will be despatched the next working day.

5.2.3. Once your order has been processed by Gift Bonobo (on our behalf), Gift Bonobo shall be responsible for issuing the Gift Voucher by postal delivery or email. In respect of postal deliveries, Gift Bonobo uses Royal Mail to deliver your order. Please note that postage and packaging charges are not included in the Gift Voucher prices. Any postage and packaging charges which apply are advised to you during the check-out and ordering process before you confirm your order. The following supplements will apply:

Email - \$0.00

First Class - £2.95

UK Special Delivery - £6.95

Postal deliveries can be made by first class (or special delivery, airmail or international signed for if requested) and will be confirmed in the Confirmation. Please allow seven (7) days for UK delivery during peak postal time. There is no dispatch or delivery on UK bank holidays or weekends. Please note that delivery is made by Royal Mail. Neither Bingham Riverhouse nor Gift Bonobo can be held responsible for delays caused by the postal system. Neither Bingham Riverhouse nor Gift Bonobo accepts liability for any delay which may occur in the delivery times which are due to circumstances outside their control. You may cancel an order in such circumstances. To cancel your order, please contact Gift Bonobo by email at vouchers@giftBonobo.co.uk or by phone at 0330 024 9033.

5.2.4. The following mailing options are available to customers ordering from the UK:

- *UK 1st class delivery* - standard Royal Mail UK 1st class delivery service. Please allow 5 working days for the Gift Voucher to be delivered by Royal Mail. Please note that UK First Class post does not guarantee delivery within above timescales, and cannot be traced if it goes missing.
- *UK Special delivery* - standard Royal Mail UK Special delivery. This will be tracked by Royal Mail and requires a signature from the recipient. Special Delivery guarantees receipt of the Gift Vouchers by 1pm on the next working day (not weekends). Please make sure that you (or the recipient) are available to sign for the delivery otherwise it will be returned to the sorting office for collection. Please note that if you place an order on a Friday before 12 noon, Royal Mail will not guarantee delivery on Saturday but will guarantee delivery by the next working day (ie, Monday but excluding bank holidays).
- *Email (Where Available)* - An automatic email with your Bingham Riverhouse Gift Voucher(s) will be sent as soon as the transaction is completed. This is a system generated email and therefore may go to the email recipient's junk or spam email folder. Please also take care when entering email address that it is correct.

5.2.5. On rare occasions following despatch of Gift Vouchers, items get lost in the post. If you have not received your order 5 working days after placing the order, please contact Gift Bonobo in accordance with the contact details set out in clause 4.1 below. Gift Bonobo may need to cancel your original order and issue you with a new Bingham Riverhouse Gift Voucher. In this situation you should destroy the original Bingham Riverhouse Gift Voucher if it is eventually received as you will not be able to redeem it.

5.2.6. Pursuant to the payment of applicable postal charges, if the delivery deadline for any Bingham Riverhouse Gift Vouchers is missed and any of the following apply, then you may cancel your order straight away:

- Gift Bonobo (or Bingham Riverhouse) has refused to deliver the Bingham Riverhouse Gift Voucher;
- delivery within the delivery deadline was essential (taking into account all relevant circumstances); or
- you confirmed to Gift Bonobo (or the Bingham Riverhouse) before the Bingham Riverhouse confirmed your order that delivery within the delivery deadline was essential.

If you do not wish to cancel your order straight away, or do not have the right to do so under this clause 4.2.6., you can give Gift Bonobo a reasonable revised delivery deadline (in accordance with your original postal instructions). You have the right to cancel, should the new deadline not be achieved.

If you elect to cancel your order for late delivery under this clause 4.2.6. and you have ordered multiple Gift Vouchers, you may cancel in respect of one or all of the Gift Vouchers. After you cancel your order Gift Bonobo will refund any sums you have paid to Gift Bonobo for the cancelled Bingham Riverhouse Gift Voucher and its incurred postal delivery charges.

5.3. Cancellations

5.3.1. Please remember that, in addition to the terms included in the Consumer Terms and Conditions, the terms and conditions which will apply to each Gift Voucher may be individual to each Gift Voucher and can be viewed on the Bingham Riverhouse Voucher Portal alongside each individual Gift Voucher. The following provisions in this section 4.3. will apply in respect of all Gift Vouchers, unless:

- (a) the Gift Voucher is for a specified date or period of performance; or
- (b) the Gift Voucher is for:
 - any products made to your specification or clearly personalised;
 - newspapers, periodicals or magazines with the exception of subscription contracts for the supply of such publications;
 - any goods which are liable to deteriorate or expire rapidly (such as food or fresh flowers);
 - any alcoholic beverages where (i) their price has been agreed at the time of the conclusion of the contract; (ii) the delivery of them can only take place after 30 days, and their value is dependent on fluctuations in the market which cannot be controlled by the trader; or
 - software, DVDs or CDs which have a security seal which you have opened or unsealed, in which case the Gift Voucher is non-refundable and non-transferrable unless otherwise agreed by Bingham Riverhouse.

5.3.2. All specific arrangements regarding booking dates and times must be made directly with Bingham Riverhouse and you should reconfirm any arrangements made with Bingham Riverhouse or its 3rd parties a few days before the event to avoid disappointment. Bingham Riverhouse will use all reasonable endeavours to meet your request but cannot guarantee any specific date or time.

5.3.3. Nothing in the Consumer Terms and Conditions or any additional terms and conditions applicable to a Bingham Riverhouse Gift Voucher alter or affect your statutory rights (including your right to receive a refund for faulty or incorrectly described Gift Vouchers).

5.3.4. Under the Consumer Protection Contracts Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your order with Bingham Riverhouse starting from the date that Gift Bonobo sends you the confirmation (which is when the contract is formed with Bingham Riverhouse), until either:

- (a) 14 days from the period after the day of receipt of your Gift Voucher (the "Cancellation Period") if your contract is for one

Gift Voucher; or

- (b) 14 days from the day after the day of receipt of the last of the Gift Vouchers ordered (the "Cancellation Period"), if your contract is for multiple Gift Vouchers which are delivered on separate days.

- 5.3.5. If you wish to cancel your order either before or after you receive the Gift Voucher, you must notify Gift Bonobo within the Cancellation Period that you have decided to cancel the contract. The easiest way to do this is to contact Gift Bonobo in accordance with clause 4.1. If you decide to cancel by email your cancellation will be effective from the date you sent Gift Bonobo the email.
- 5.3.6. Should you cancel the contract within the Cancellation Period, Gift Bonobo will refund you the price you have paid for the Gift Voucher(s) within 14 days after the day on which Gift Bonobo receives the notice of cancellation from you (irrespective or not of whether you have received the Bingham Riverhouse Gift Voucher).
- 5.3.7. This refund will include the delivery charge paid by you (providing (i) you have cancelled your order within the Cancellation Period; or (ii) the Gift Voucher is faulty or incorrectly described, in which case Gift Bonobo will refund the delivery charges (if the postal delivery option was purchased). In respect of a refund of the delivery charges paid by you, the maximum refund will be the costs of delivery by the least expensive delivery method offered (the cost of UK First Class post). If you have already received the Bingham Riverhouse Gift Voucher which you have cancelled, you should destroy it. If Gift Bonobo finds, after it has received your notice of cancellation that you have attempted to use the Gift Voucher, you shall not be entitled to a refund.

5.4. Complaints Procedure and after sales customer assistance

- 5.4.1. If you have any questions relating to a purchase you are considering or how to redeem your Gift Voucher, please contact tBingham Riverhouse. If your query relates to payment, cancellation or despatch, please direct your queries to Gift Bonobo. You can contact Bingham Riverhouse on 020 8940 0902 or by email at dine@binghamriverhouse.com. You can contact Gift Bonobo on 0330 024 9033 or by email at vouchers@giftBonobo.co.uk.
- 5.4.2. There are also further details relating to purchasing and use of Gift Vouchers within Gift Bonobo's Frequently Asked Questions on the Gift Voucher Portal.

5.5. Liability

- 5.5.1. This section applies only to the extent permitted by law. For the avoidance of doubt, Bingham Riverhouse does not exclude or limit any liability for (a) personal injury (including sickness and death) where such injury results from Bingham Riverhouse's negligence or wilful default, or that of Bingham Riverhouse's employees, agents or subcontractor or (b) fraudulent misrepresentation.
- 5.5.2. In the event that Bingham Riverhouse breaches their contract with you, Bingham Riverhouse shall be responsible for refunding the cost of the Bingham Riverhouse Gift Voucher. Bingham Riverhouse shall not be liable to pay any other compensation or losses suffered by you as a consequence of its breach of contract.
- 5.5.3. Bingham Riverhouse agrees to provide the services for which the Bingham Riverhouse Gift Voucher was purchased in accordance with the description on the Bingham Riverhouse's Voucher Portal and Bingham Riverhouse Gift Voucher at all times with reasonable skill and care. The Bingham Riverhouse makes no other warranty or representation.

5.6. Copyright

The Bingham Riverhouse Gift Voucher Portal is protected by copyright, and other intellectual property rights and laws. You may view the Web Site and download part(s) of it to a personal computer for personal viewing for private purpose, but for no other purpose whatsoever. NONE OF THE CONTENT MAY BE DOWNLOADED, COPIED, REPRODUCED, TRANSMITTED, STORED, SOLD OR DISTRIBUTED FOR ANY NON PERSONAL PURPOSE WITHOUT OUR PRIOR WRITTEN CONSENT.

5.7. Privacy

- 5.7.1. Your privacy is important to us, and we are committed to maintaining the privacy of any personal information received from you. We subscribe to the principles of UK data protection legislation. By giving us your details you accept that we will be able to use them for operational purposes including providing your details to our payment collector and agent, Gift Bonobo.
- 5.7.2. In using your personal data for operational purposes we (including Gift BONOBO) may send your information internationally including to countries outside the EEA (for example to the U.S.A.). By accepting the Consumer Terms and Conditions you acknowledge that some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK, and you consent to your data being transferred to such countries.

5.8. Disclaimer

By accessing and using the Bingham Riverhouse Voucher Portal, or any of the information on it, you acknowledge that, while reasonable endeavours have been used to ensure that all information contained on it is correct, accurate and up to date, neither Gift Bonobo nor Bingham Riverhouse make any warranties, representations or undertakings that the material on the Bingham Riverhouse Voucher Portal will be free from infections, viruses, worms, trojan horses and/or other codes that have contaminating or destructive properties. (It is your responsibility to take protective steps such as virus checking).

5.9. General provisions

- 5.9.1. If we fail to insist that you perform any of your obligations under the Consumer terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we will automatically waive any later default by you.
- 5.9.2. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 5.9.3. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by an event outside our control. An event outside our control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 5.9.4. We may transfer our rights and obligations under these terms and conditions to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms and conditions.

5.10. Governing Law and Jurisdiction

The Bingham Riverhouse Voucher Portal and the Consumer Terms and Conditions are governed by and construed in accordance with English law and the consumer hereby submits to the non-exclusive jurisdiction of the English courts in all matters relating to such use of the Bingham Riverhouse Gift Voucher Portal and in relation to these Consumer Terms and Conditions.

5.11. Gift Voucher Terms & Conditions of Use

- 5.11.1. A Bingham Riverhouse Gift Voucher can be used from the date of issue for a period of six months, (expired vouchers are not accepted). Upon expiry, the voucher can no longer be redeemed for Bingham Riverhouse goods or services.
- 5.11.2. A Bingham Riverhouse Gift Voucher can be activated with a minimum value of £20.
- 5.11.3. The voucher is non-transferrable.
- 5.11.4. There is no cash alternative.

- 5.11.5. A Bingham Riverhouse Gift Voucher is only redeemable for services at the Bingham or its sister company, bhuti.
- 5.11.6. Your voucher must be presented at the Bingham Riverhouse, when redeeming it. Cash Value; any residual amount of a cash value/monetary voucher may be issued in the form of another voucher. Experience Vouchers: Vouchers gifted for a hotel experience or bhuti treatments or membership offers are offered subject to availability (and may not be valid on certain seasonal or public holidays i.e. Valentine's Day, Good Friday, Easter Sunday, Valentine's Day, August Bank Holiday, Christmas Eve, Christmas Day, Boxing Day, and New Year's Eve). The voucher does not include any incidental charges beyond the inclusion of the stated experience. Dining/Afternoon Tea Vouchers: Advance booking is strongly recommended, please be advised that there are certain restaurant events where our a la carte/tasting menu will would not be available (i.e. Valentine's Day, Christmas Day). Restaurant Vouchers may not be used in conjunction with any discount or promotion.
- 5.11.6.1. We strongly advise booking in advance for restaurant, afternoon tea and accommodation reservations.
- 5.11.6.2. Bingham Riverhouse cannot be held liable for Gift vouchers used by anyone else, are subsequently lost, stolen or damaged.
- 5.11.6.3. Customers must be present with a gift card in order to make purchases of services at the Bingham Riverhouse.
- 5.11.6.4. Bingham Riverhouse reserves the right to refuse to accept a gift voucher it deems to have been tampered with, duplicated, damaged or which otherwise is suspected of fraud.

Bingham Riverhouse reserves the right to change any of these terms and conditions from time to time without notice and to take appropriate action including cancellation of the voucher at its discretion if it deems such action necessary (e.g. to change the scope of the gift voucher services, notify of the service's withdrawal or in the event of circumstances beyond its control).