

1. Parties & Membership

a) In these Rules 'the company' means Motive8 Limited, which provides the operation of staff and the facilities: 'the club' means 'The Apex Leisure Club, operated by 'The Estate Manager' for County Estates on behalf of the Estate Management Office, Kew Riverside Resident's Company Limited: 'Member' means a resident or any other authorised user of the facility: 'Rules' mean the terms and conditions of the membership set out below; 'Induction form' means the compulsory form required before use of the facility: 'The Manager' means the Duty Manager appointed by the Company to control the day to day running of the club. b) It is a condition of membership that Members agree to be bound by these rules. c) The rules may be revoked, altered or added to from time to time by the Company or The Estate Manager without prior notification to the members. Any variations will be posted on the Club notice board. d) At all times, the Company in conjunction with the Estate Manager reserve the right to refuse entry to the club.

2. Membership and Fees

a) Members using the gym, studio, solarium and sauna must be at least 18 years of age, unless given prior permission by the Company in conjunction with the Estate Manager. Members using the pool unaccompanied must be at least 14 years of age, unless given prior permission by the Company in conjunction with the Estate Manager. All members under the age of 14 must be accompanied by an adult. b) Membership is non-transferable and non-refundable, unless there is written agreement to the contrary. c) All ancillary services and products (personal training, treatments, etc) must be made at reception – it is not permitted to pay Club employees directly.

3. Membership Cards/Devices

a) Members will be issued with a swipe device, which must be used every time they enter the Club. Membership cards/devices must not be lent or used by another person other than Member's themselves. If any person other than a Member uses a membership/device, that Member's membership may be terminated and no refunds of the subscription will be given. Membership cards/devices remain the property of the Club at all times and must be returned to the Club upon termination of residence/Membership. The club reserves the right to charge a fee for the replacement of a lost membership card/device.

4. Guests

a) Members may invite up to four guests to the Club during any one month, provided the guest and introducing resident signs the guest book on reception. b) Guests will only be admitted provided they are accompanied by a Member and they have signed the guest book, unless given permission by the Manager. c) Members are responsible for ensuring that their Guests complete the guest book and are aware of, and adhere to the Club Rules. d) The Manager reserves the right to refuse admission to any Guest without explanation. e) Members may not bring personal trainers who are not employed by the Company into the Club.

5. Use of the Facilities

a) The Club's opening hours are fixed by the Company in conjunction with the Estate Manager and are subject to change without prior notice. b) The Company may at any time close the Club's premises or any part thereof, without notice, in order to execute repairs, alterations, re-decorations or otherwise. c) It is the Member's or Guests' responsibility to ensure they are capable of undergoing any activity within the Club. All activities are taken at the Member's or Guests' risk. d) Suitable attire, as determined by the Company, must be worn at all times while using the club facilities (specifically jeans are not permitted when working out, footwear must be worn). Members are requested to wear appropriate clean footwear within the fitness areas and non-marking soled footwear in the studio. No footwear is permitted anywhere surrounding the pool beyond the dry changing room entrances without protective covers. All footwear must be enclosed (no sandals etc) e) Use of fitness areas and other Club facilities is at the Member's or Guests' own risk under their own medical advice. f)

Alcohol is not permitted in any area of the Club. g) Member's and Guests' shall not use the Club's facilities while under the influence of alcohol or drugs. In the event they do so it is entirely at their own risk. h) Smoking is not permitted anywhere in the club. i) Mobile phones are not permitted except in reception and the changing room facilities. j) In the interests of safety, no glass container may be taken in to any fitness areas, pool or changing areas. k) Member's should comply with written guidelines, posted within the Club, regarding the use of Club facilities. l) Members are requested to arrive for appointments and studio classes in good time. m) A therapist or instructor may refuse entry, or may ask any Member to leave a class if they feel their, or another's safety or enjoyment is in jeopardy. n) All fees for ancillary services (treatments, classes etc) and products (sun goggles etc) are payable in advance. o) Members are not permitted to start, conduct or continue personal disputes within the premises. Any verbal or physical confrontations must be conducted away from the premises or members will be subject to suspension and/or possible ban with no recourse. p) The club considers the removal of all Club/Company property (including but not limited to: towels, creams, oils, equipment, etc) without the express permission from the Manager or Estate Manager, theft. Any such acts and/or improper behaviour will be subject to suspension and/or possible ban with no recourse and could lead to criminal prosecution. q) For reasons of health and safety all members and guests must abide by the following: i) to replace the free weights after use ii) To shower before and after using the sauna and pool area iii) To shower before all massage treatments iv) To use tinted goggles during solarium treatments v) To ensure that consumption of food and beverages remains within the reception and juice bar area, other than the fluids provided vi) not to shave or exfoliate within the sauna and shower areas. r) During peak hours the Manager reserves the right to restrict the duration of use of the equipment. s) Club hours: Club facilities will close 20 minutes before the Club closes. The Company reserves the right to vary these opening times. During a bank or public holiday, special hours may apply. t) Members must be aware that there will be no lifeguards on duty in the pool area.

6. Data Protection

a) It is necessary for the purpose of providing you with the advice and support in relation to our facilities to hold certain data concerning your identity, contact details and general health on files. By signing the Induction form expressly consenting to The Apex Leisure Club having authority to keep this data for the duration of your membership to assist us in providing you with the best possible service. For the avoidance of any doubt, by signing the Induction form you are not affecting any of your rights under the Data Protection Act 1998. b) Members should be aware, that for reasons of safety there are two CCTV cameras filming in the pool area.

7. Liability

a) Neither the Club nor the Company will accept the responsibility for any damage or loss to Member's or Guests' personal property brought on to the Club's' premises. b) Members purchase all ancillary products and services at their own risk and the Club does not accept responsibility for any personal items that are damaged, lost or otherwise affected during the course of using or consuming any such product or service. c) All activities and treatments are taken at the Member's or Guests' own risk. d) Neither the Club, the Company or their servants and agents shall be liable for personal injury sustained by Members or Guests whilst on the Clubs' premises, except in so far as it can be proven that this relates to the wilful act, neglect or default of the Company or the Club or any of their servants or agents. Members or Guests who suffer an accident or injury on the Club premises must report the accident or injury, and the circumstances in which it occurred, to the Duty Manager immediately following the accident or injury. e) Members and Guests must warranty and represent that they are in good physical condition and capable of doing exercise; if through injury or other reason, such as pregnancy, this is not the case, they must consult a doctor before engaging in exercise. f) Sunbed/Suntanning; Persons who have or may experience an adverse reaction to natural sunlight or to any sun tanning treatment should not use the solarium. Persons with a fair or

sensitive skin should limit initial treatments and build up slowly. Sunbeds should not be used during pregnancy.

8. Lockers

a) Lockers may be available for use by Members whilst they are on the Club's premises, on a daily basis. All bags must be kept in the lockers and should not be taken into the fitness areas. c) Members must ensure that the contents of the lockers are removed at the end of their visit. d) The company reserves the right to remove contents from any locker which has not been emptied by the end of the day. Property cleared from lockers, or left on the premises, shall be donated to charity if unclaimed after 10 days.

9. Cancellation and Suspension of Membership

a) In all cases, the management/company reserve the right to cancel/suspend the membership of any member who is found in contradiction of these Terms and Conditions. Any discrepancies may be made in writing to the company.