



the thames club

for fitness. for wellbeing. for you.

Club Rules
Terms & Conditions

CLUB RULES

Please ensure you have read and understood our rules **BEFORE** using the facilities.

HEALTH

You must read and agree to the Member Health Declaration before using any of the Club's facilities. These are available on The Thames Club website.

If you feel unwell at any time whilst in the Club, cease activity immediately and inform a member of staff.

COVID 19 / PANDEMICS

It is both our and your responsibility to adhere to all the government guidelines and to comply with our member charter which is available on our website. It is a member's responsibility to contact the club if you are unwell or isolating. It is our responsibility to keep members informed and it is your responsibility to opt in to emails, as we cannot email you if you haven't opted in.

CLUB ENTRY

You will be issued with a Membership Access card or fob and entry to the Club will only be allowed by using this at the turnstile. You must not loan your card/fob to other individuals and any breach of this will result in immediate termination of membership. A charge will apply for replacement of lost or damaged cards/fobs.

SUSPENSION OF MEMBERSHIP

Your membership to the Club may be suspended for the purposes of investigating any alleged breach of the Membership Terms & Conditions or the Club Rules. Access to the facilities will be denied until such time as the investigation completed. You will not be charged for the period of any suspension and any prepaid amount will be credited to your account.

GENERAL

Clothing & Footwear - Suitable and appropriate clothing and footwear must be worn whilst in the Club for the activity which you are planning to undertake. If you are unsure as to the suitability of a particular item then please consult a member of staff.

Valuables - Valuable items should not be left unattended at the Club and all items are left entirely at your own risk.

Mobile phones - Are permitted on the gym floor, however phone calls may only be taken outside. Mobile phones are not allowed on poolside under any circumstances, and please keep the use of phones in changing rooms or rest rooms to a minimum. You are not permitted to take photos of other members, guests or staff at any time in any part of the

Club.

Bad language and behaviour - Foul or abusive language is not permitted anywhere on the Club's premises. All members and guests must conduct themselves in a manner which will not cause harm or discomfort to other club users or members of the Club team.

Smoking - Smoking, including the use of e-cigarettes, is not permitted anywhere on the Club's premises.

Alcohol/drugs - Do not use the facilities whilst under the influence of alcohol or drugs. If you are suspected to be under such influence, you will be asked to leave the Club and your membership may be cancelled.

LAST ENTRY

Last entry is 30 minutes before the Club's published closing time. All Members and guests should be ready to vacate the facilities 5 minutes before closing. Poolside and gym facilities will close 30 minutes before the club's published closing time.

TOWELS

If towels are hired, they are provided for use in the Club only and must be handed in at reception after use. Only one towel per visit. If towels are not returned immediately after use, a charge of £10.00 will be put onto your account.

CHANGING ROOMS

Lockers - Are provided for use by the members/guests. All items are left entirely at the owner's risk. All lockers are for temporary use only unless they have been hired out. Any items left overnight can be removed and placed in lost property any time. A £5.00 fee will be charged on collection of the property.

Lost property - All items placed in lost property will remain there for 14 days. If unclaimed after this period they will be disposed of or donated to charity.

Shaving - Shaving should be restricted to the vanity areas only and is not permitted at any time in the shower, steam room, sauna or any other area of the Club.

GYM RULES

We would ask that you respect your fellow users and limit your time on the equipment if the gym is very busy.

Equipment - Please put back any used equipment in order to keep the gym floor hazard free.

Age – Gym users aged 12-15 can only use the gym during teen gym hours without parental supervision. Juniors under the age of 12 are not allowed to use the gym.

Bags - Are not permitted on the gym floor.

Personal Training - May only be performed by personal trainers contracted by the club.

Hygiene - Members are required to wipe down machines after use, using disposable towels and disinfectant spray provided.

You must wear appropriate gym clothing and trainers must be worn at all times.

Instruction - Members must adhere to any reasonable instruction or request made by the fitness instructor or a staff member.

CLASSES

Attendance - Please ensure that you arrive for your class at least 5 minutes before the scheduled start time. Joining a class after the scheduled start time is not permitted.

Age - All studio users and class participants must be 16 years of age or over.

Bookings - Members are strongly recommended to book their place in a class using The Thames Club App, via The Thames Club website or by phone. Places are allocated on a first come first served basis. Members are required to observe the class booking and cancellation rules on The Thames Club App. Any booked but unattended classes will result in a no show charge.

POOL

Please observe and read all guidelines on poolside before using this facility.

Hygiene - **Please ensure that you shower before entering the pool on all occasions** especially after using the sauna or steam room. Shoes can be worn on poolside as long as blue shoe covers are worn.

Food & Drink - No food or drinks are to be consumed in the pool area at any time.

Cameras/phones - These are not allowed on poolside.

Children under the age of 16 years must be accompanied at all times by the parent/guardian with whom they were admitted. Children are welcome to use the swimming pool during the Swim for All published swimming times. A maximum of 2 children aged 5-8 per adult will be allowed. Children under the age of 4 must be wearing suitable approved swimming or floatation aids at all times. Children who are not yet toilet trained must wear an appropriate swim nappy.

SAUNA & STEAM ROOM

Please observe and read the guidelines located on and adjacent to poolside before using this facility.

Oils and lotions - The use of oils and lotions is not permitted in the sauna or the steam room.

Flammables - Flammable or combustible materials should not be taken into the sauna and steam room.

Towel – Sauna users are advised to bring a towel to sit on.

Age - All users must be 16 years of age or over.

SPA POOL

Please observe and read the guidelines located on poolside before using this facility.

Capacity - The Club will restrict access to the spa pool if the load limit is reached.

Age - All users must be 16 years of age or over.

CAR PARK

Disabled parking bays - Bays are provided for disabled members/guests only and should not be used unless a disabled badge is displayed.

Time limit - Parking is provided whilst you are using the Club's facilities only and vehicles may not be left parked if you are not using the Club's facilities.

Considerate parking - Please show consideration to other users by only parking within marked bays. All vehicles, including bikes, are left entirely at the owner's risk.

ADHERENCE

Failure to adhere to these Club Rules may result in your membership being suspended or terminated with immediate effect or guests being asked to leave the Club.

The Thames Club reserves the right to amend these Club Rules from time to time.

MEMBERSHIP TERMS

1. What are these terms?

- 1.1 These are the terms and conditions on which you may become a member of The Thames Club Ltd. You should read these terms carefully before making your membership application.
- 1.2 Each member has a separate agreement with us, and the membership agreement does not constitute an agreement between members.
- 1.3 As a member you also agree to comply with the membership guidelines and rules which can be found on the website. These guidelines and rules cover opening times, use of the facilities and your conduct at the Club. We may make reasonable changes to the guidelines and rules from time to time.
- 1.4 Please note that any sessions you book with a freelance trainer or class leader do not form part of your membership agreement and are not provided by us. All such sessions will be provided under a separate agreement between you and the trainer or class leader.

2. Who we are and how to contact us

- 2.1 We are The Thames Club Ltd, a company registered in England and Wales. Our company registration number is 6574957 and our registered office is at 6th Floor, St Magnus House, 3 Lower Thames Street, London EC3R 6HD. Our registered VAT number is 922 6843 16
- 2.2 You can contact us:
 - 2.2.1 by telephone at 01784 463 100
 - 2.2.2 by email at enquiries@thethamesclub.co.uk or
 - 2.2.3 by post The Thames Club, Wheatsheaf Lane, Staines Upon Thames, Surrey TW18 2PD
- 2.3 If we need to contact you we will use the telephone number, email address or postal address you gave during the application process. It is important that you promptly notify us of changes to your contact details.

3. Your membership

- 3.1 You may apply to become a member by contacting the Club or through our website sign up process. We may refuse to accept an application on lawful and reasonable grounds, in which case no payment will be due in respect of the application.
- 3.2 Your membership begins, and these terms become binding on you and us, once we have accepted your application and you have paid any applicable joining fee and initial subscription payment. You will then be a member and entitled to all the privileges of your type of membership of the Club.

- 3.3 We may sometimes make changes to the opening hours or facilities available **in** the Club. **If** we do this we will, where reasonably possible, inform you of the change by email and app notification as well as notices displayed in the Club at least 2 weeks beforehand.
- 3.4 As part of your membership you may sign up for an online Club account by following all of the instructions on our website. Additional terms and conditions may apply to your online Club account. You must not share your online Club account password/PIN or other access information. You are responsible for taking reasonable steps to protect your online Club account against unauthorised access and misuse and generally maintaining good internet security with regard to your online Club account.
- 3.5 All junior members have to be linked to an adult with a current membership.

4. **Your health**

- 4.1 It is your responsibility to ensure that you are capable of safely undertaking any exercise, class or programme in which you participate at the Club and have read and agreed to the health declaration on joining.
- 4.2 You are advised to consult your doctor before starting any exercise programme or class and during any ongoing exercise programme or class if you have concerns at anytime.
- 4.3 Club staff are not medically trained, and while staff may assist you in your choice of programmes and classes, it is your decision whether to take a class or programme.
- 4.4 We may provide information and materials identifying particular risk factors that may make it inappropriate to participate in a particular exercise, programme or class. **If** we are aware such risk factors apply to you then we may refuse to allow you to participate in a particular exercise, programme or class. This is not intended to be an alternative to, and you remain responsible for, taking individual advice from your doctor prior to undertaking any exercise, programme or class.
- 4.5 You may request further information from Club staff about the activities to be undertaken **in** any exercise programme or class before starting it, so that you can make an informed decision, in conjunction with your doctor, as to whether the exercise, programme or class is suitable for you.
- 4.6 In relation to Covid 19 and any other pandemic, it is your responsibility to adhere to government guidelines put in place by the Club (please see our Covid 19 section on the website).

5. **Membership Fees**

- 5.1 Your membership fees will depend on your type of membership. Membership fees comprise an initial joining fee and one of the following types of payments:
 - 5.1.1 a monthly subscription payment,
 - 5.1.2 an annual subscription payment, or
 - 5.1.3 a one off payment for a fixed term temporary membership.
- 5.2 You will be provided with details of the applicable joining fees and subscription fees

during the membership application process. All ongoing subscription fees must be paid irrespective of whether you use the Club's facilities. All subscription fees are non-cancellable and non-refundable except as set out in these terms.

- 5.3 If you make a monthly payment for your membership fees, the first subscription fee that you will pay on joining the Club will be an "Initial Payment", calculated pro-rata to the appropriate monthly subscription fee by reference to the number of days between the date on which membership commences and the last day of the month on which membership commences (both days inclusive). Depending on the date which membership commences, the Initial Payment will also include the subscription fee for the full month following that in which the membership commences. Thereafter the normal monthly subscription fee will be payable monthly in advance by Direct Debit on or after the first day of each month.
- 5.4 Subscription fees must be paid by Direct Debit and will be in line with the Direct Debit Scheme Guarantee (as set out in the Direct Debit instruction form). The amount debited will be as set out during the application process, or as is otherwise notified to you pursuant to these terms.
- 5.5 We will take reasonable steps to contact you to discuss alternative forms of payment if your direct debit is returned unpaid by your bank or building society. We may require payment of our reasonable charges for (a) sending arrears letters, reminders or other documents, (b) cheques, standing orders or direct debits which are dishonoured, stopped or not paid by you. Our usual costs for the above are for (a) £22.00 and for (b) £35.00. It is your responsibility to contact the Club to settling any outstanding fees.
- 5.6 We may change monthly or annual subscription fees from time to time. We shall give you at least 10 working days' written notice of any increase in the subscription fee, in accordance with the Direct Debit Scheme Guarantee. If you do not wish to accept an increase in subscription fees, then you may cancel your membership before the fee increase takes effect. The cancellation will take effect at the end of your currently monthly or annual subscription term (as applicable to your membership type). If you give notice to cancel your membership following a fee increase then you will continue to pay subscription fees at the rate current prior to the fee increase until the cancellation takes effect.

6. **Duration of your membership**

- 6.1 If you have a temporary membership it will continue for the fixed period agreed during your application.
- 6.2 If you have a monthly or annual membership then a minimum contract period will be agreed and stated on your membership application. You may not cancel your membership during the minimum contract period except as set out in section 8 of these terms.
- 6.3 After the minimum contract period your membership will continue and renew automatically for further (i) monthly periods if you have a monthly membership or (ii) annual periods if you have an annual membership.

- 6.4 After the minimum contract period you may cancel your membership by giving 1 clear calendar month's notice before the end of the current monthly or annual term applicable to your membership by writing to the Club's membership administrator at membership@thethamesclub.co.uk.

7. **Your right to suspending your membership**

- 7.1 You may suspend your membership for a minimum of one but not more than three months (we can only suspend your membership from the first day of a calendar month). We cannot suspend your membership retrospectively. In other words, you cannot ask us to suspend your membership for a period which has passed when you did not visit and use the facilities for any reason. A suspension fee may apply for non-medical suspensions. Proof needs to be given for medical suspensions and any free suspended months will be added to the term of your contract.

8. **Your rights to cancel or terminate your membership and refund policy**

- 8.1 You have a right to change your mind during the first 14 days of your membership. To exercise this right you must contact us in writing and ask to cancel your membership within 14 days of our accepting your membership application form. On exercising this right, we will refund any prepaid joining fees and subscription or one-off fees, less an amount for any membership you have already used, calculated at £10.00 a visit.

- 8.2 You may also cancel your membership by giving 1 clear calendar month's written notice during the minimum contract period if:

- 8.2.1 you are made redundant;
- 8.2.2 you are unable to use the Club's facilities owing to illness for a period longer than 90 days; or
- 8.2.3 you move house more than 15 miles away from the Club.

In each case you must give us reasonable evidence to demonstrate that this has happened (for example, a letter from your employer confirming your redundancy, a doctor's note or a utility bill from your new house showing your name and new address).

- 8.3 You may also terminate your membership if we:

- 8.3.1 significantly reduce the facilities or opening hours of the Club, unless instructed by the Government or local council, i.e. in the case of a pandemic;
- 8.3.2 change the location of the Club;
- 8.3.3 close the Club for refurbishment for a period of more than 4 weeks at a time;

- 8.4 If you terminate your membership under this paragraph 8.3 then we will refund any part of your membership fee which you have paid in advance and which relates to a period after termination.

9. **Our rights to terminate your membership**

- 9.1 We may terminate your membership if:

- 9.1.1 you commit a serious or repeated breach of these terms or the Club rules

or guidelines;

- 9.1.2 your language or behaviour towards any other member, member of staff or anyone else using the facilities is deemed unacceptable by management;
- 9.1.3 any part of your membership fee remains unpaid 30 days after its due date for payment; or
- 9.1.4 you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.

10. **Our responsibility for loss or damage suffered by you**

- 10.1 We may compensate you for any loss or damage you may suffer if we fail to carry out our obligations under these terms or to a reasonable standard or breach any duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless that failure is attributable to:
 - 10.1.1 your own fault;
 - 10.1.2 a third party unconnected with our provision of services under the terms;or
 - 10.1.3 events which we could not have foreseen or forestalled even if we had taken all reasonable care.
- 10.2 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to loss or damage that is foreseeable in the sense that it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 10.3 Nothing in these terms is intended to exclude or restrict our liability for personal injury or death caused by our negligence, or negligence for which we are responsible, or which is otherwise incapable of exclusion or limitation by law.

11. **Membership Cards**

- 11.1 The membership card must be presented and swiped as requested on each visit to the Club.
- 11.2 If you lose your card you may apply for a replacement, for which a charge will be made.
- 11.3 Each membership card should only be used by the person to whom it is issued. We will treat the sharing of membership cards as a serious breach of these terms.

12. **Guests**

- 12.1 We may at our discretion allow you to bring guests to the Club subject to any further limitations contained in the Club rules and guidelines.
- 12.2 You are responsible for the actions and conduct of your guests at all times and must ensure that your guests comply with all applicable terms and Club rules and guidelines.
- 12.3 You must accompany your guest at all times whilst using the Club.

13. **How we may use your personal information**

- 13.1 We will use the personal information you provide to us:
 - 13.1.1 to administer your membership and provide services associated with your membership;
 - 13.1.2 to process your payments and pursue outstanding payments; and
 - 13.1.3 if you agreed to this, to give you information about other activities, programmes and classes that we provide, but you may stop receiving this at any time by contacting us.
- 13.2 We will only give your personal information to third parties where the law either requires or allows us to do so.
- 13.3 Our privacy policy is available on our website.

14. **Other important terms**

- 14.1 We may transfer our rights and obligations under these terms to another organisation provided this does not negatively affect your rights.
- 14.2 You may transfer your membership of the Club to another person provided the proposed new member (1) completes an application form (including a direct debit mandate and credit card details); (2) is acceptable to us on lawful and reasonable grounds; (3) pays an administration fee. You must not in any event advertise that your membership is available for transfer.
- 14.3 The membership agreement is between you and us and no other person shall have any rights to enforce any of its terms.
- 14.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.
- 14.5 If a provision of these terms is found to be unenforceable, such provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law. Each of the provisions in these terms operates separately and if a court finds part of this contract illegal, the rest will continue in force.
- 14.6 These terms are governed by English law and you can bring legal proceedings in respect of the terms in the English courts.



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Wheatsheaf Lane, Staines, Surrey, TW18 2PD



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