

## Kew Riverside Apex Leisure Facility Regulations

To use the leisure facilities within the Apex you must read and agree to these terms & conditions.

### Opening Hours

1. The Apex leisure facility is open from 6:30am to 22.00pm Monday to Sunday & Bank Holidays
2. We may need to adjust the opening hours or temporarily close sections of the Apex facility for maintenance or repairs. We understand this might inconvenience you, so we'll always do our best to notify you as soon as possible if any changes occur.

### General

3. The leisure facilities within the Apex operate without a staff presence.
4. The Apex leisure facility is for the sole use of the private residents living at Kew Riverside
5. Owners living off site, who rent their properties out, are not permitted use of the facility.
6. Access to the Apex leisure facility is only via the entrance on Melliss Avenue where the fob reader is located. No other access doors are to be used.
7. Emergency exits and doors are clearly marked and should not be interfered with for any reason other than in the event of an emergency. If there is a fire or you hear a fire alarm, you should make your way to the nearest exit and assemble at the designated assembly point following the guidance and instruction of the POD team.
8. All health & safety signage within the Apex must be adhered to. If you require any clarification, please ask a member of the team who will be happy to assist you.
9. If you suffer an accident or injury within the Apex leisure facility you must report to the member of staff on duty at the time, as soon as possible.
10. All residents must undertake an induction prior to using the facility. Inductions can be booked at the Apex reception.
11. All residents must complete and sign the health commitment form to before completing an induction.
12. Nannies and Au pairs looking after children on behalf of owners are permitted to take children to the pool in lieu of owners where supervision is required.
13. Tenants will be asked to provide identification and evidence of residency (tenancy or lease agreement) prior to an induction.
14. Smoking, vaping, the use of e-cigarettes or any type of lit candle (including on birthday cakes) is not permitted anywhere within the Apex leisure facility.
15. No consumption of alcohol or recreational drugs is permitted within the Apex leisure facility.
16. All residents and their guests are required behave appropriately, to wear appropriate attire and act in a manner that will not disturb or impair the use and enjoyment of others.
17. Residents knowingly violating these guidelines may be asked to leave the Apex facility and may have their membership suspended.

18. POD uphold a zero-tolerance approach to any resident/guest being abusive to staff. You may be asked to leave the Apex leisure facility and may have your usage suspended.
19. POD have a strict cleanliness and hygiene policy and would appreciate your commitment in adhering to and maintaining standards of personal hygiene and cleanliness.
20. In the event you are suffering from an infectious illness or condition please seek medical advice prior to using the Apex leisure facility.
21. Residents are required inform POD of any changes in your medical health (post induction) including pregnancy.
22. If you find lost property, please hand it to the site team in the Apex.
23. Residents are obligated to advise the Managing Agent of any change in address or contact details.
24. There is monitored CCTV in operation at the Apex.

### Key Fobs

25. Once an induction has been completed your key fob will be activated for the Apex leisure facility (pool, gym and changing rooms)
26. A Resident's key fob will be activated for the Apex Leisure Facility only for the duration of their residency on Kew Riverside.
27. It is not permitted to borrow, lend, clone or use another residents' key fob. Residents may have their usage suspended if found to have let their fob be used by any non-residents.
28. For security reasons all key fobs in circulation to access the Apex will be checked every 6 months.
29. New, additional or replacement key fobs will be charged for at a cost of £7.50 per key fob, paid by card at the Apex reception.
30. Click on the link to access the fob purchase form.

[https://forms.zohopublic.eu/POD/form/KewRiversideFobPurchaseForm/formperma/nomTdSloluMAz\\_RV7Yt76XPM2cvlYpo-nkLPhocE8m8](https://forms.zohopublic.eu/POD/form/KewRiversideFobPurchaseForm/formperma/nomTdSloluMAz_RV7Yt76XPM2cvlYpo-nkLPhocE8m8)

### Guests & Visitors

31. Residents over the age of 18 can invite 1 adult guest to use the Apex Facility with them.
32. Up to 2 children may accompany 2 adults.
33. All guests must sign in and out of the Apex leisure facility at the reception.
34. Residents must always accompany their guest's and are responsible for their guest's behaviour, when they are in the Apex leisure facility.
35. Residents may not leave the Apex leisure facility prior to their guest's departure.
36. POD reserves the right to refuse guest access.

### Children

37. If your child has an infectious illness or any viral infection, you must not bring your child to the Apex Leisure facility.
38. Children under the age of 16 must be accompanied by a competent adult (aged over 18) in the pool who must monitor their children's use of the facility.
39. Children under 16 must not use the jacuzzi or sauna.
40. Children under 16 must not use or access the gym.

## Swimming pool, Jacuzzi & Sauna

41. Residents are advised there is no lifeguard on duty in the pool area.
42. Residents and their guests must follow the pool rules and guidelines displayed within the Apex leisure facility.
43. For hygiene purposes you must ensure that you and your child shower before entering the pool area.
44. POD may reserve use of the pool at certain times for a variety of activities e.g. Aqua Fit or swim classes.
45. Appropriate swimwear must be worn in the pool, jacuzzi and sauna.
46. Inflatable items, that may prevent other members from enjoying the facilities are not allowed in the pool or pool area.
47. You are not allowed to shave, exfoliate (remove dead skin), use oils or conditioners or eat in the pool, jacuzzi, sauna or surrounding areas.
48. Children aged three and under or who are not toilet trained must wear swimming nappies.
49. Children under 16 must vacate the pool before 19.00.
50. Residents are asked not to dry clothing or towels in the sauna. This is a fire hazard.
51. The use of mobile phones is not permitted in the pool, spa or sauna.
52. You should not use the sauna for longer than the recommended time.
53. Footwear is not permitted in the pool area; shoe covers are provided and must be worn.
54. Residents are advised for their health and safety CCTV cameras are located within the pool area.
55. All swim lessons with an instructor must be arranged (including supplying public liability insurance and relevant qualifications) with POD before commencing.
56. The adult swim lane cannot be used by the instructor or their pupil(s) when teaching their clients at the pool.
57. Any instructors found to be not adhering to these terms & conditions may be asked to leave the facilities.
58. Details must be provided of swim pupil including their residency status.
59. Children under 16 repeatedly found in the jacuzzi or sauna may be prohibited from accessing the pool facility.
60. The use of swimming equipment is at the discretion of the POD staff (large floats - not inflatable - some may occupy full adult lane width)

## Gym & Fitness

61. Residents are solely responsible for their use of the equipment.
62. If you have concerns about your physical condition, you must seek medical advice.
63. We advise residents to always warm up appropriately and take time to cool down after your activity.
64. You should not take part in any physical activity that you may not be fit for; you are responsible for monitoring your own condition during physical activity.
65. Appropriate clean exercise clothing and shoes must be worn whilst exercising.
66. Please be considerate of other gym users and return weights to the racks provided and all other equipment / accessories to their proper locations after use.
67. Always ensure you have a spotter when using heavy weights.
68. Equipment is to be used within the appropriate and designated areas.
69. Please ensure you wipe down gym equipment after use.

- 70. The use of mobile phones for calls is not permitted in the gym.
- 71. You may not use the gym while under the influence of alcohol, recreational drugs or other any substance which may affect your ability to exercise safely.
- 72. Appropriate gym clothing and footwear must be worn in the gym.
- 73. If you are unsure or unfamiliar with any equipment you should seek instruction before use.

### Studio & Classes

- 74. The studio is available for residents to use for fitness purposes subject to availability between 07:00 and 20:30.
- 75. The studio will be available to any resident (not sole use) unless a booking has been made for private use of the studio.
- 76. The studio is available to book for 'private individual' sole use free of charge.
- 77. The studio is available to book for 'commercial use' (subject to availability) at a cost of £30 per hour.
- 78. Commercial use is defined as any personal trainer or qualified instructor leading a class which residents of Kew Riverside are attending.
- 79. Commercial use is only permitted with a resident of Kew Riverside in attendance.
- 80. For health and safety reasons the personal trainer or qualified instructor must book the studio for any group sessions, or classes.
- 81. Studio bookings can be made via an online booking form available at the following link:

<https://booknow.podmanagement.co.uk/#/kewriversidestudio>

- 82. Or by scanning the following bar code on a smart phone



- 83. Payment must be made prior to completing the booking form via an online payment form which can be accessed by the following link

<https://booknow.podmanagement.co.uk/#/kewriversidestudio>

- 84. Or by scanning the following bar code on a smart phone



- 85. A booking must be made, and confirmation received before accessing the studio.
- 86. Any personal trainer or qualified instructor repeatedly failing to book the studio for any group sessions, or classes may be prohibited from accessing the facilities.
- 87. Appropriate clothing and non-marking sole trainers are required to be worn in the studio.

## Lockers

- 88. Lockers are only available to residents using the Apex leisure facility.
- 89. Lockers are made available on a first come first served basis.
- 90. Please do not leave your belongings in a locker overnight. Items left over night will be removed and held as lost property.
- 91. You can claim your belongings removed from the locker at the Apex reception for up to 2 weeks after they are removed, after this time POD will not be responsible for the belongings.

## Personal training

- 92. All Personal Trainers and Instructors (including those who reside on Kew Riverside) must make themselves known to the Apex team and supply evidence of public liability insurance in advance of entering the facility.
- 93. Residents are solely responsible for their personal trainer when in the Apex.
- 94. POD are not responsible for the actions and training methods of individual personal trainers or Instructors and accept no responsibility for breach of contract or negligence.
- 95. Personal trainers are not permitted to train non-residents at the Apex leisure facility.
- 96. POD reserve the right to prohibit access to Personal Trainers and Instructors who do not comply with the rules and regulations of the Apex leisure facility.
- 97. Any Personal Trainers and Instructors found to be training non-residents (excluding guests) will be denied future access to the Apex leisure facility.

## Community Room

- 98. The Community Room is available for residents to use (not sole use) subject to availability between 07:00 and 20:30.
- 99. The Community Room is available to book (subject to availability) free of charge for private, social and recreational use by Kew Riverside residents only.
- 100. A booking must be made, and confirmation received before accessing the community room.
- 101. Community Room bookings can be made via an online booking form available at the following link:

<https://booknow.podmanagement.co.uk/#!/kewriversidestudio>

- 102. Or by scanning the bar code below on a smart phone



- 103. A maximum of 12 people can use the room at any one time.
- 104. Users of the Community Room are expected to clear the room after use.
- 105. Use of the wider Apex leisure facility is not permitted through booking the Community Room.

- 106. The external gardens are not to be used in association with the Community Room without prior agreement by POD after consultation with owners and residents.
- 107. Parking permits are not specifically available in association with use of the Community Room.
- 108. Access via or parking in the private mews is specifically prohibited in association with use of the Apex and the Community Room.
- 109. The use of the Disabled WC facility is available for use but not the changing rooms.

#### **Data Protection**

- 110. By signing the health commitment form you are expressly consenting for POD to keep this data for the duration of your residency and to assist them in providing you with the best possible service. You are not affecting any of your rights under the Data Protection Act 1998.
- 111. Photography and video recording is strictly prohibited within the Apex leisure facility.
- 112. POD and the KRRC will advise any resident present if photography is required when fulfilling their work obligations.

#### **Behaviour**

- 113. Residents must conduct themselves in a well-mannered fashion that does not disturb, impair or restrict the enjoyment of other members. This includes using no foul, loud or abusive language to members or staff. Failure to comply with these rules may result in immediate termination of membership and possibly the involvement of the authorities.
- 114. Residents are not permitted to adjust any HVAC equipment thermostats or settings, prop open fire doors or unlock or force open windows anywhere in the Apex leisure facility.
- 115. You must not smoke in the facility, bring alcohol or be intoxicated in the Apex leisure facility.
- 116. Only one member is allowed in the shower cubicle at a time.
- 117. Residents, and their guests, must abide by these terms and conditions; any violation of these rules may result in the suspension or forfeiture of access to the Apex leisure facility.
- 118. Residents must deposit any waste materials e.g. waste food, wrappers, cans, bottles etc. into the bins provided. All beverages consumed during workouts must be from plastic containers/bottles with a lid.
- 119. Pets are not permitted within the Apex leisure facility (pool gym and studio) except for registered working assistance dogs including guide dogs.

#### **Lost property**

- 120. If you find lost property, you must hand it into the Apex reception as soon as possible.
- 121. POD will hold items for 2 weeks only, before giving items to charity.

#### **Disclaimers**

- 122. The Managing Agent nor its employees/agents of the facility shall be liable for any loss, damage or theft of personal property belonging to the members, or any guest of the member, occurring at the premises.
- 123. The Managing Agent nor its employees/agents shall be responsible for any injury occurring upon the gym premises because of the misuse of the facilities and or

equipment provided in the health and fitness studio. Members and guests who are in any doubt as to their physical fitness should seek medical advice before training.

124. The Managing Agent reserves the right to change or amend any Apex leisure facility terms and conditions based on immediate emergency requirements.
125. The Managing Agent reserves the right to restrict the use of the Apex leisure facilities particularly when using the Community Room for children's parties in the interest of fire health and safety based on immediate emergency requirements.