

## **ARBORETUM DRAFT CLUB RULES**

### **SUBSCRIPTION TERMS AND CONDITIONS**

In these Terms & Conditions and the Club Rules, "ARBORETUM" means Arboretum Lounge Ltd, company number 11788417 and whose registered office is at Cavell House 2a Charing Cross Road, London, WC2H 0HF. "Member" means the member named on the Application Form, and "Membership" is the membership by a Member of a Club, which starts when ARBORETUM accepts the proposed Member's Application; "Club" means the ARBORETUM Club at which the Member applied for membership and any other ARBORETUM Club the Member may attend; "Contract" means the contract between ARBORETUM and the Member subject to these Terms & Conditions and Club Rules; "Application Form" means the application form completed by the Member to join the Club; "Club Rules" means the terms set out in the ARBORETUM Club Rules.

### **2. MEMBERSHIP APPLICATION**

Membership is subject to these Terms & Conditions as amended from time to time. Submission of an Application Form is an offer to ARBORETUM to become a Member of the Club subject to these Terms & Conditions and the club rules.

ARBORETUM reserves the right to reject any application for Membership.

Membership is available to individuals of 23 years of age and over, subject to status.

Upon being accepted to the Club's Membership scheme, the Member consents to having their photograph / video taken by ARBORETUM to confirm their identity upon entry, and consents to having their photograph / video taken at any time whilst using the facilities, excluding changing rooms and bathrooms. ARBORETUM reserves the right to use any such photographs / videos for press and/or promotional purposes.

### **3. MEMBERSHIP TYPES**

ARBORETUM offers various Membership packages, offering a range of price versus flexibility, so that Members have choice.

#### **a) Monthly Memberships**

For these package types, payment is collected on or around the 1st of each month by direct debit. These Memberships each have a minimum contract term, and Membership continues to roll on a monthly basis after the minimum term has expired. See Point 6, below, on how to cancel a Monthly Membership.

- "Pay as You Go" - minimum term of one full calendar month.
- "3 Month Monthly" - minimum term of three full calendar months.
- "6 Month Monthly" - minimum term of six full calendar months.
- "1 Year Monthly" - minimum term of twelve full calendar months.

The minimum term of all Monthly Memberships starts as of the 1st day of the first full calendar month. For example: if a Membership starts on 15th September, the minimum term would begin as of 1st October.

#### **b) Paid in Full Memberships**

For these package types, including ARBORETUM Special Membership, full payment is required upfront, and the Membership will automatically expire at the end of the term. Members may then renew their Membership at the prevailing rate for their package type, or alternatively may switch to a rolling Monthly Membership as per above.

- "3 Months Paid in Full" - three months of Membership from selected start date.
- "6 Months Paid in Full" - six months of Membership from selected start date.
- "12 Months Paid in Full" - twelve months of Membership from selected start date.

ARBORETUM reserves the right to introduce, withdraw and vary categories of Membership. New categories of membership may have additional terms and conditions which can be found on application for the new membership. For Special Membership terms and conditions see paragraph 6.

### **c) Switching**

A Member may apply to switch to a different Membership type. A Member cannot switch to a Membership type with a shorter minimum term than their current contract. Any months completed on a previous Membership type will not be credited towards the minimum term of the new contract. A Member may only move onto a Membership type and rate available at the time of upgrading. These may vary from Membership types available at the Member's point of joining.

## **4. MEMBERSHIP CARD**

A Membership card will be issued to each Member upon joining the Club. Members must present their card for security and verification on each visit to the Club; Members without a valid Membership card may be asked for photo identification, and will be admitted at the absolute discretion of ARBORETUM staff. An entry granted without presentation of a Membership card may result in unrecorded attendance and no points awarded. Please see the Club Rules for more details about the members points system.

A Member may not loan their Membership card or permit its use by any other person; allowing such misuse of a Membership card may result in Membership being terminated with no refund of fees already paid.

Any lost or mislaid Membership cards will be replaced by ARBORETUM for a nominal charge of £15.

## **5. INITIAL JOINING FEE AND MEMBERSHIP DUES**

All Members shall pay an initial Joining Fee as per the Club's current price schedule, which will be made available to you before you join as a Member. The Joining Fee is not refundable under any circumstances.

Membership is payable in advance, either fully or monthly as per the Membership type selected (see Point 3, above). Monthly fees will be debited on or around the 1st of each month. In the event that the Member falls into arrears in respect of any fees payable, all arrears must be settled before the Member can use the Club.

Monthly Membership fees may be increased at the discretion of and at any time by ARBORETUM, to take effect after the Member's minimum term subject to at least one calendar month's written notice. Changes to pricing for new joiners may be made without notice.

Any discounted Membership options are offered on the basis that the Member can provide proof of eligibility; Members should be aware that the full fee for their Membership type may be applied until such proof is provided.

Where the monthly payment method is Direct Debit, Members are required to provide ARBORETUM with debit or credit card details as a secondary means of payment ("Payment Guarantee"). If any Membership payment remains outstanding beyond the due date, the Member's signature on the Payment Guarantee constitutes the Member's unconditional and irrevocable authority to debit the nominated card for the total amount due without notice to the Member.

ARBORETUM reserves the right to levy an administration fee of £55 if it forwards the account to a 3rd party debt collection agency in the event of non-payment of fees when due. Any lapses in Membership, including but not limited to non-payment of fees or failure to renew a Paid in Full Membership, may result in a new Joining Fee being charged should the Member reapply for Membership.

## **6. SPECIAL MEMBERSHIP TERMS**

Special membership is a 'Paid in full membership' and all membership terms and conditions apply. In addition to our standard 'Paid in full membership' terms and conditions the following also apply:

- a) **Application** - The annual fee and joining fee is payable in full on application.
- b) **Membership term** - Membership starts on the day that the member receives a confirmation by email from Us. We endeavour to complete all membership applications within two weeks. Confirmation from Us means that the Member's application is fully approved and We have the Member's details in our system. Once the Member receives confirmation from Us by email, they can start using the Club and start accumulating points. We will notify the Member when their membership card is ready to collect from reception.
- c) **Membership obligations** - The Member must attend the Club two times per calendar month (not twice on the same day) and spend a minimum of £10 (excluding service) in the Club on each occasion.  
I. Your commitment to meet your membership conditions starts on the 1st of the following month from your sign up date. E.g. if you sign up on 01 March - your conditions kick in on 01 April. The same rule applies if you sign up on the 31 March - your conditions will kick in on 01 April and we will usually always confirm membership within 2 weeks. Your renewal date will be on your membership confirmation date but exactly a year later
- d) **Additional fees** - Failure to meet the obligations of the Special Membership will result in a £95 fee for every calendar month where the Member has not met their membership obligations.
- e) **What happens if I get charged £95 but I have fulfilled the terms?** - As long as you visit the club twice in a month, spend at least £10 (excluding service) on each visit and can provide evidence of the visits and spend **before the end of the month, you will NOT be charged**. We use an automated system to check your attendance and spend. *For this type of membership, it is incumbent upon you to check your points balance in your membership hub after every visit.* Please let us know as soon as possible if your statement does not reflect your spend or visit before the end of the month. However, if you are unable to prove before the end of the month, that you made a visit or met the minimum spend requirement, we will not be able to amend the £95 charge. Once the charge is made, we will not be able to make any refunds.
- f) **Renewal** - that automatically renews unless the member gives one month's cancellation notice at the end of the first year.

Further information on Special membership can be found here > <http://www.lib-rary.com/special-membership-faq>

## 7. CANCELLING YOUR MEMBERSHIP

Members on a Monthly Membership contract may cancel their Membership after or with effect from the end of the minimum term, by giving one full calendar month's advance written notice, effective from the 1st of the following month. This should be done by completing a Cancellation Request.

Where the payment method is Direct Debit, the Member must advise their bank to cancel the Direct Debit instruction after the final payment has been made. ARBORETUM is not obliged to refund any fees where the Member has not cancelled the instruction and cannot provide proof of a valid cancellation request. All fees must be paid to date at the time of cancellation.

No refunds are applicable for any portion of fees paid upfront, excluding in the following circumstances: permanent illness and permanent injury preventing Club usage. Valid documentation will be requested as proof in such circumstances.

Should a Member be unable to use the Club for the remainder of the term, the Member may apply to transfer the Contract to another person. The Member is responsible for finding someone, who is not already a Member of a ARBORETUM Club, to take over the balance of the Membership. A Transfer Fee will apply as per the Club's current price schedule. Both the existing Member (where possible) and the new Member must attend the Club to complete the transfer application, which will not be deemed complete until a Membership Application Form has been completed and signed by the new proposed Member and ARBORETUM has accepted that person as a Member.

Members still within the minimum contractual period may reduce their cancellation notice to one full calendar month in the following circumstances:

- Permanent injury and Permanent illness preventing Club usage. Valid documentation will be requested as proof in such circumstances.
- Any Member with three or more months remaining of the minimum term may terminate their Membership at the end of the then current month by paying in full 50% of the total future fees due until the end of the minimum term.
- Please contact the ARBORETUM membership team for more information.

#### **7. PRESALE - 14 DAY MONEY BACK GUARANTEE**

A "14 Day Money Back Guarantee" is applicable when a Member signs up to a new Club during its presale period. A presale period is defined as the time in which a Membership can be purchased for a new Club prior to the opening date.

During the designated 14 days, a Member may request immediate termination of their new Membership, along with a refund of fees paid upon joining (including the joining fee).

The 14 days is effective from, and including, the agreed original start date of their Membership.

In cases where the Member has opted to use an existing ARBORETUM Club up until the opening date of the new club, the 14 day money back offer will not apply.

#### **8. FREEZING YOUR MEMBERSHIP**

Any Member may apply for their Membership to be frozen, subject to one full calendar months' notice effective from the 1st of the following month. A fee of £40 per month applies throughout the period of frozen Membership. The minimum freeze period is one full calendar month, commencing on the 1st day of the month, with a maximum of six full consecutive calendar months. Freeze periods will not count towards a Member's contractual term, and will extend any applicable minimum term by the number of frozen months taken. Membership may not be frozen during the notice period of cancellation.

Members on a Monthly contract type will have their freeze fee/s taken via Direct Debit.

Members on a Paid in Full contract type must settle their freeze fee/s upfront in advance.

Freezing for reasons of illness, injury or pregnancy will be reviewed and leniency may be applied in relation to the fee and notice period; valid medical documentation must be attached to the request for this to be considered. If valid dated documentation is provided, a freeze due to medical/injury reasons may be backdated, providing no usage has been registered on the Member's account. In such circumstances no refund would be due and any fees paid would be credited to future Membership payments.

Any Member who requests to freeze their Membership under the Terms and Conditions will not be able to access the Club during the frozen period, either via their Membership or purchase of a Day Pass. A Member must apply to unfreeze their Membership if wishing to use the Club during the frozen period. In order to unfreeze a Membership, a pro rata fee for the remainder of the then current month will be payable. The freeze fee of £40 is not payable towards this pro rata fee.

A freeze or unfreeze request must be requested by contacting the membership team.

#### **9. CLUB FACILITIES**

Full details of normal opening hours are available on our website and are subject to change from time to time. ARBORETUM reserves the right to vary normal opening hours, temporarily remove the access to certain spaces, or to temporarily close certain areas of any Club from time to time without notice for various purpose including for cleaning, decorating, repairs, refurbishment, or for special functions and holidays.

#### **10. HEALTH AND SAFETY**

The Member warrants and represents upon their Membership Application Form, and repeats such warranty upon each visit to the Club, that they are in good physical condition and know of no medical or other reason why they should not be at the premises and that their conduct within the premises would not be detrimental to their health, safety, comfort or physical condition. E.g. the consumption of alcohol or dancing

#### **11. RELOCATION OF A CLUB BY ARBORETUM**

ARBORETUM may re-locate a Club, or open a new Club near to the Member's then current Club. In such case, ARBORETUM may, on no less than 4 weeks' written notice to the Member, notify the Member that the relocated Club or the new Club is to be the Club in respect of which the Member has their Membership.

a) If the re-located Club or new Club is a mile or less from the Member's current Club, the Member's membership will automatically transfer to the re-located Club or new Club. In such case, all terms and conditions relating to the Member's current membership will continue in full force and effect, applying to the relocated or new Club

b) If the re-located Club or new Club is more than a mile from the Member's current Club, and the Member does not agree to such relocation, the Member may terminate this Contract, effective on the date the Member's current Club closes. In such cases ARBORETUM will notify the Member of the relocation in writing, no less than 2 full calendar month's in advance of the relocation date. The member must give one full calendar month's advance notice, effective on the first of the following month, by completing a Cancellation Request. Should the member accept the relocation, the member may, during the first 10 days of the new or relocated club opening, cancel their current contract with one full calendar months written notice. In such case, from the 11th day of the new club opening, all terms and conditions relating to the Member's current membership will continue in full force and effect, applying to the relocated or new Club.

#### **12. TERMINATION OF MEMBERSHIP BY ARBORETUM**

ARBORETUM may terminate a Membership without notice and with immediate effect if:

1. The Member breaches these Terms & Conditions or the Club Rules, either repeatedly or because of one serious breach;
2. Any due fees remain unpaid after any request for payment by ARBORETUM;
3. ARBORETUM is of the opinion (acting in its discretion) that the Member is not suitable for continued Membership;
4. The Member puts the health, safety or well-being of staff or other Members or Guests at risk.

All decisions made by ARBORETUM under this clause are final and binding. ARBORETUM is unlikely to accept a new application for Membership from someone whose Membership has been terminated in accordance with this clause.

#### **13. YOUR PERSONAL INFORMATION**

Members are responsible for advising ARBORETUM of changes to their personal information. Where ARBORETUM is required to provide any written notification, ARBORETUM will send the notice to the address on the Application Form or any updated address the Member has provided since joining. Any notice sent by ARBORETUM in accordance with this clause will be deemed received by the Member two days from the date of dispatch.

ARBORETUM takes the responsibility for looking after Members' personal information very seriously, and will only contact Members with information about the Club and ARBORETUM services available. ARBORETUM may share Member details with any reciprocal organisation or one that acquires a Club to which the Member has their Membership.

#### **14. LIMITATION OF LIABILITY**

Nothing in these Terms & Conditions shall limit or exclude ARBORETUM's liability for:

- (i) death or personal injury caused by its negligence, or the negligence of its personnel or agents;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other liability which cannot be limited or excluded by applicable law.

Subject to that:

- (a) ARBORETUM shall have no liability to the Member or Guest, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with these Terms & Conditions; and
- (b) ARBORETUM's total liability to the Member or Guest, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms & Conditions shall be limited to £100.

## **15. CHANGES TO ARBORETUM TERMS & CONDITIONS**

ARBORETUM may from time to time amend these Terms & Conditions, including the introduction of any additional terms and conditions, and will notify Members by placing a notice on the Club's online hub noticeboard. Any changes will be effective immediately.

## **16. THE TERMS OF YOUR CONTRACT**

An online Application Form, these Terms & Conditions and the Club Rules make up a binding contract of Membership with ARBORETUM. Members are advised to read the Terms & Conditions and Club Rules in full before signing the Application Form. These can be found on our website: [www.lib-rary.com/legal](http://www.lib-rary.com/legal) The failure of ARBORETUM to enforce any of its rights at any time for any period shall not be construed as a waiver of those rights. Any failure to identify or act upon a breach of the Terms & Conditions or Club Rules shall not be deemed to be an affirmation by ARBORETUM that the behaviour of the Member or Guest is acceptable.

Except where permitted by this Contract, neither ARBORETUM nor the Member may alter the terms of this Contract without the express agreement of the other.

## **17. GOVERNING LAW AND JURISDICTION**

These Terms & Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms & Conditions or their subject matter or formation (including non-contractual disputes or claims).

## **MEMBERSHIP TERM**

### **1. DEFINITIONS**

In these Rules, where the context so admits, the following words & expressions shall have the following meaning:

- a) "Club" – ARBORETUM Club
- b) "Club Premises" – 112 St Martin's Lane
- c) "Council" – the founder along with the committee of ARBORETUM
- d) We have five principal categories of Membership; Under 30's, Individual, Corporate, Overseas & Lifetime.
  - An "Under 30's" member is described as someone who is legally the age of 30 or under.
  - An "Overseas" member resides overseas and has no residence of any description (owned, rented, shared or company) with the British Isles.
  - An "Individual" member is a member who pays the full membership rate along with a joining fee.
  - A "Corporate" member is described as someone who shares a membership with a minimum of two colleagues from work.
  - A "Lifetime" member is a member whose membership is valid for a minimum of 5 years
- e) "Membership Year" – the period of twelve months starting on the date on which the subscription became due.
- f) Where applicable, the singular shall imply the plural and the masculine shall include the feminine and vice versa.

### **2. NAME**

The name of the Club shall be ARBORETUM.

### **3. RELATIONS WITH MY ARBORETUM LTD.**

So long as the Club is provided by My ARBORETUM Ltd (hereinafter referred to as “the company”) with premises and other amenities reasonably necessary for carrying on a social club, all fees and subscriptions payable by Members shall be paid to the Company. The Club is a non profit making organisation.

### **4. LIMITED LIABILITY OF MEMBERS**

A Member shall not by reason of his membership be under any financial liability, except for such payments as the Rules and Bye-Laws prescribe from time to time, nor have any claim to the ownership of any part of the Club or its property.

### **5. CONDUCT OF THE CLUB**

The conduct of the Club and its Members shall be the responsibility of the Council.

### **6. RULES – HOW MADE**

- a) The power to make Rules and Bye-Laws and to repeal shall rest with the Council.
- b) All Rules & Bye-Laws from time to time in force shall be binding on Members. Due notification of a Rule or Bye-Law having been made, repealed or amended shall be considered to have been given to Members if posted on the Club Reception.
- c) The Rules shall be printed and a copy or an extract sent to each newly elected Member, other than a temporary Member.
- d) Any question as to the interpretation of application of the Rules and Bye-Laws shall be decided by the Council, whose decision shall be final and binding on Members.

### **7. MEMBERSHIP**

- a) The Classes of Membership shall be: Under 30's, Individual, Corporate, Overseas & Lifetime
- b) The rights attached to each class, the maximum number of Members of each class and the respective entrance fees and annual subscriptions shall be such as may be fixed from time to time by the Council, who may waive, reduce, increase or defer an entrance fee or annual subscription, or any part thereof, in particular cases at their discretion.
- c) Mode of Election  
? The election to every class of Membership shall be in the hands of the Council. The Council may elect or refuse to elect as they think fit. The Council shall not be called upon to give any reason for refusing to elect a candidate put forward for Membership.
- d) Temporary Membership  
? The Council may at its discretion grant Temporary Membership to candidates awaiting election and bona fide members of Clubs/Hotels/Associations with whom reciprocal arrangements have been established. The Secretary shall deal with all requests for Temporary Membership.
- e) The names of Temporary Members shall be inserted into the Membership Database.
- f) The Secretary shall send to each Member, upon election, a written notice of the Rules and Bye-Laws then in force
- g) The joining fee and subscription shall be paid by either BACS transfer, cash or credit card.
- h) All subsequent subscriptions, except those of Temporary Members, shall be variable by direct debit. Overseas Members may pay by cash or credit card should they not have a British bank account
- i) The subscription paid on the anniversary of election shall be valid and unalterable for a year. If a Member changes category during the ensuing year no rebate of subscription will be given. Similarly, the Club will not demand an increase until the next anniversary of election.

### **8. SPONSORING OF CANDIDATES**

Candidates for Membership

I. The candidate should be personally well known by the proposer and seconder, who are required to send acknowledgements to the Council stating how long they have known the candidate and giving relevant information in support of their belief that the candidate is socially and in every other way suitable to become a Member.

II. Application for election must be made in writing and signed by the candidate.

III. If the forms of application or the letters in support thereof contain any misrepresentation which, in the opinion of the Council, is material and wilful, the candidate, if elected, shall be considered not to have

been elected and his name shall be deleted from the Membership Database. Disciplinary action may be taken against the proposer and seconder.

IV. If either the proposer or seconder ceases to be a Member before the day of election, the candidate may be required to find a new proposer or seconder.

## **9. ANNUAL RE-ELECTION OF MEMBERS**

Election to Membership (except in the cases of Temporary Membership) shall be for one year but every Member is deemed to stand for re-election annually at the end of their Membership year in the class appropriate to their age and place of residence unless they have given due notice of resignation (see Rule 12). The name of every Member whose Membership year is about to end and who stands or is deemed to stand for re-election shall be considered by the Council who may re-elect or refuse to re-elect each such Member as they in their absolute discretion think fit. The Council shall not be bound to give any reason for not re-electing a Member and a person not re-elected shall cease to be a Member at the end of their current Membership year and shall not be brought into the Club as a guest. Notice by registered or recorded post and electronically shall be sent to any Member who has not been re-elected notifying them of the fact.

## **10. MEMBERS' ADDRESSES AND NOTICES TO MEMBERS**

Every member shall communicate his permanent address to the Club and notify us in writing of any temporary or permanent change of address.

## **11. SUSPENSION AND EXPULSION**

a) A Member shall automatically and immediately cease to be a Member if:

I. A receiving order is made against them, or they make any arrangement or composition with their creditors.

II. They become of unsound mind.

III. They are convicted of any criminal offence (other than offence under road traffic legislation in the United Kingdom for which a fine or custodial penalty of fourteen days or less is imposed).

IV. They have been at default on the Stock Exchange or a defaulter on the Turf.

V.

VI. However, the Council shall have the power, as its discretion, to reinstate them.

VII.

b) Should a Member behave with or without the Club in a manner which in the opinion of the Council is injurious to the character and interests of the Club, or commit any infraction of the Rules or Bye-Laws of the Club, the Council shall, after opportunity has been afforded them of explanation, have absolute power to caution them or suspend them or request their resignation and, if the Member does not resign within one week after such a request, it may forthwith expel them and strike their name off the Membership Database.

c) If the Council decided that the offence of a Member is sufficient to warrant their immediate expulsion it is empowered to expel them forthwith.

d) Any person ceasing to be a Member of the Club in accordance with this Rule shall forfeit their joining fee and subscription and shall not be introduced as a guest.

## **BYE-LAWS**

### **1. BYE-LAWS**

The power to repeal and amend these Bye-Laws, and to make new ones, rest with the Council, whose decision as to the meaning and application of any Bye-Law shall be final. Any changes are to be published at Reception, or as the Council think fit.

### **2. APPLICATION OF BYE-LAWS**

All Bye-Laws from time to time in force shall be binding on Members. A copy of them shall be sent to every newly elected Member and due notification of a Bye-Law having been made, repealed or considered to have been given if posted at Reception.

### **3. COUNCIL MEMBERS**

a) Members of the Council, with the exception of the Director, are not to direct staff in the daily execution of their duties.

b) All members of the Council are entitled to assist in ensuring that the Rules & Bye-Laws of the Club are



observed. They may and are entitled to approach Members, Members' guests and Reciprocal Members who fail to observe the Rules & Bye-Laws, reporting the matter to the Duty Manager if thought necessary.

#### **4. GUESTS**

- a) Members may introduce three non-residential guests into the Club premises but they must accompany them and be responsible for their behaviour. Guests, may order refreshments but they must leave the Club premises at the same time as, or before, the Members introducing them.
- b) A member may bring more guests but let reception know before hand for confirmation
- c) The Council may limit the number of guests on special occasions and may refuse admission to any guest at any time without giving a reason.
- d) Their conduct and any expenses incurred will be the responsibility of the introducing Member. If resident guests fail to pay their bills then the introducing Member will be responsible for discharging the amount.
- e) Members must be over the age of 25 and guests under the age of 18 years are not allowed to enter the Club premises except on Saturdays and Sundays before 6pm
- f) Members are personally responsible for settling the accounts for any use made of the Club by their guests whether corporate or individual.

#### **5. CHEQUES**

If a Member pays for services by a cheque, which is not honoured, the Member may be required to furnish a written explanation to the Council and may be disciplined by them under Rule 13.

#### **6. BUSINESS TRANSACTIONS ON THE CLUB PREMISES**

Member may not carry on a profession, trade, business or like occupation on the Club premises, nor use the name or address of the Club for such purposes, or cause letters to be addressed to them otherwise than in their own name.

#### **7. HOURS WHEN THE CLUB PREMISES OPEN**

The hours during which Members and their guests may remain in the public rooms, or non-resident Members admitted to the Club premises, shall be prescribed by the Council from time to time.

#### **8. CLOSING OF CLUB PREMISES**

The Council may at any time close the Club premises or part thereof.

#### **9. DAMAGE BY MEMBERS**

Any Member breaking or otherwise damaging property used for the purpose of the Club may be called upon to make good or pay for such damages.

#### **10. MEMBERS' COMPLAINTS**

- a) Complaints regarding the domestic arrangements of the Club are to be made to Reception and/or the General Manager. Complaints made about the food may be made at the time of service to the Duty Manager and/or the General Manager.
- b) The conduct of the Club staff is in no case to be made a matter of reprimand by any Member, including Council members, but should be taken to the Duty Manager and/or the General Manager

#### **11. MEMBERS' SUGGESTIONS**

Members wishing to put forward suggestions should do so in writing to the Reception or per the suggestions sheets available from Reception.

#### **12. EMPLOYMENT OF STAFF**

No Member shall intimate or cause to be intimidated to any employee their willingness to take the employee into their employment. A member desiring the service of the staff, should they desire to do so at any time at Reception by agreement, bacs, cash or credit card.

#### **13. GRATUITIES TO STAFF**

Members are strictly forbidden to offer any gratuity to the Club Staff but are invited to show their appreciation of the service of the staff, should they desire to do so, by contributing at Reception by cheque, cash or credit card.

#### **14. LOSS OF INJURY TO MEMBERS AND THEIR PROPERTY**

Loss or injury to any Member or to any guests or staff or agent of theirs, or to any goods or property of theirs, on the Club premises shall not give rise to any claims against the Club, or any member of the Council.

Articles of value may, on application to the Duty Manager, be deposited in a safe or behind reception, but the Club declines to undertake any liability in respect of such deposits.

#### **15. SETTLING OF BILLS**

Members must pay by cash or credit card for all their requirements on the Club premises unless they have a Member charge account. Those occupying bedrooms must settle their bill upon the end of their stay.

#### **16. MEALS**

- a) The hours for serving meals shall be posted at on our website ([www.lib-rary.com](http://www.lib-rary.com)) and available at reception.
- b) Tables in the restaurant may be reserved.
- c) Members may be restricted as to the number of guests introduced to the restaurant.
- d) Non-Members will be allowed to occupy a table to be served with food and drink during lunchtime hours
- e) No Food or drink is to be brought into the Club for consumption on the Club's premises.

#### **17. THE BEDROOMS**

- a) The Bedrooms may be used by both Members and Non-Members. For Rules on children, please see Rule 23.
- b) The procedure for making reservations is as follows:
  - I. Reservations may be made by telephone, online via [www.lib-rary.com](http://www.lib-rary.com) or personal application at reception.
  - II. All reservations will be confirmed by email unless there is insufficient time to do so.
  - III. The Club will ensure that the Member's discount is applied to the room rates prior to confirming the booking.
  - IV. The Club will not be responsible for a booking, which has not been acknowledged in such a way.
  - V. All rooms must be guaranteed by credit card or the room will be released at 6.00pm two days prior to arrival.
  - VI. No reservation for a Member's guest will be accepted unless made by the Member in writing via letter or email.
  - VII. All cancelations must be made in writing via email or post to Reception.
- c) If a Member has booked a bedroom and confirms a booking and then fails to occupy it, he or she will nevertheless be charged for it unless at least 48 hours' notice is received before 12 noon. Reservations made three months or more in advance must be cancelled at least 72 hours prior to date of arrival before 12 noon. A cancellation fee of up to two night's accommodation will be charged dependent on the number of nights booked.
- d) Multiples reservations (Block Bookings) made three months or more in advance must be cancelled in writing at least five days prior to date of arrival before 12 noon.
- e) Bedrooms will be available from 2.00pm on the day of booking and bedrooms must be vacated by 11.00am on the day of departure, otherwise a late departure fee will be charged.
- f) When exceptional circumstances require notice being given to the occupant of a room to vacate it, such notice may be delivered to them personally or placed on their dressing table no later than 10.30 am on the day on which it is to take effect. The room must be vacated within two hours of such notice.
- g) A Member who is ill may be required to vacate his bedroom if, in the opinion of a Doctor or Duty Manager such a course is desirable.
- h) No strangers are to be admitted to the bedrooms or bedroom floors except with the sanction of the Duty Manager. A member occupying a suite may entertain other Members or guests in the sitting room.
- i) The Duty Manager has the authority to require Members, Reciprocal Members and guests to vacate their bedrooms and leave the Club in the event of gross misbehaviour or unreasonable noise.

#### **18. VALET SERVICES**

Members may not call upon the bedroom staff for assistance in packing or unpacking or for special work, though help will be given when possible.

### **19. DRESS OF MEMBERS**

Members are responsible for the dress of their guest(s) at all times and in all public areas

### **20. PRIVATE PARTIES AND BUSINESS FUNCTIONS**

Members may apply to the Events Manager for the use of rooms for breakfasts', lunches, dinners, cocktail parties and wedding receptions, as well as business, conferences and presentations etc.

We have a no transfer, cancellation or refund policy for all of our events and day-pass purchases.

### **21. RESERVED AREAS**

Members who wish to host business events may arrange for the hire of function rooms as may be available through the Events Manager, which will not be in breach of Bye Law 6.

Members, who wish to book the private dining room, will be charged a hire fee.

### **22. PREMISES LICENCE**

The Club is a licensed premises under the Licensing Act 2003. Members and their guests must behave responsibly. Members and their guests must follow any directions given by Club staff to ensure compliance with the Premises Licence and/or avoiding any disturbance caused to local residents.

Any Member behaviour (or behaviour of their guests) that results in a breach of the Premises Licence or a disturbance to local residents will result in disciplinary action, which may include exclusion from the Club.