

DEVONSHIRE CLUB

RULES OF THE CLUB (Terms & Conditions of membership)

As adopted 2nd January 2017

Rules of The Club

PART 1: PREAMBLE

1. NAME AND OBJECT OF THE CLUB

I) The name of the Club is Devonshire Club ('the Club').

II) The address of the Club is :

Devonshire Club, 4 & 5 Devonshire Square, London EC2M 4YD

III) The object of the Club is to establish, maintain and conduct a Club for the enjoyment and accommodation of its members and invited guests, and to provide for them such facilities as the Directors are able to provide at 4 & 5 Devonshire Square and other such associated buildings as may be and become available.

2. CONSTITUTION

i) The Club is a proprietary club, the proprietor of which is Devonshire Club Limited.

ii) Devonshire Club Limited ("the Company") is a private limited company owned by its shareholders.

PART II: MEMBERSHIP OF THE CLUB

3. MEMBERSHIP

i) Membership of the Club will be by invitation only.

ii) The Club shall consist of membership categories as determined by the Membership Committee from time to time.

iii) Membership categories may be added as and when the Membership Committee decides. Similarly, the Membership Committee may withdraw certain categories of membership at any given time without prior notice.

4. LIFE MEMBERS

i) The Membership Committee may invite to become an honorary member for life any such person who has rendered exemplary service or benefit to the Club; such membership to be ratified by the Board of Directors of the Company.

ii) A Life Member shall not pay a subscription, but otherwise shall retain the same rights, privileges and obligations as other members.

5. HONORARY MEMBERS

- i) The Membership Committee may invite to become an honorary member any person who in the opinion of the Committee :-
 - a) has rendered exceptionally noteworthy service or benefit to the Club
 - b) will render special benefit or service to the Club
 - c) is a distinguished senior member of the Club
 - d) is a noteworthy representative of an associated or affiliated club
- ii) Honorary membership is granted at the discretion of the Membership Committee. Such membership to be granted on an annual basis and reviewed by the Membership Committee each year. However, should the Membership Committee consider so, the membership may be withdrawn at any time without prior notice.
- iii) An Honorary Member shall not pay a joining fee or annual subscription; and in the event of a dissolution of the Club or sale of the Club they shall not have any right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

6. DEBENTURE MEMBERS

- i) A person shall not be eligible for election as a Debenture Member unless they have attained the age of 21 years.
- ii) A Debenture Member will be entitled to priority rights over Ordinary Members, as prescribed by the Membership Committee from time to time.
- iii) In the event of the dissolution or sale of the Club, Debenture Members will be entitled to reimbursement of the unexpired element of their membership fee, at the rate current at the time of the sale or dissolution. They shall not have any further right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

7. ORDINARY FULL MEMBERS

- i) A person shall not be eligible for election as an Ordinary Member unless they have attained the age of 21 years.
- ii) A person becomes an Ordinary Member on being elected as such by the Membership Committee and on payment to the Club of all amounts due from them on account of their joining fee (if any) and their annual subscription for the year in which they are elected. If any such amount is not paid within the period prescribed by these Rules their election shall lapse. The Joining Fee is a one off payment giving the member access to the Club and initial membership and not related to the provision of membership and related services in the future.
- iii) An Ordinary Member may introduce an additional Ordinary Member – spouse, partner, son or daughter – living at the same address without Joining Fee at a special concessionary rate.
- iv) In the event of the dissolution or sale of the Club Ordinary Members shall not have any right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

8. YOUNG MEMBER

- i) A person may be eligible for election as a Young Member if they have attained the age of 21 years and are under 30 years of age.
- ii) A person becomes a Young Member on being elected as such by the Membership Committee and on payment to the Club of all amounts due from them on account of their joining fee (if any) and their annual subscription for the year in which they are elected. If any such amount is not paid within the period prescribed by these Rules their election shall lapse.
- iii) In the event of dissolution of the Club Young Members shall not have any right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

9. TEMPORARY MEMBERS

- i) The Membership Committee may, invite a person who is a temporary visitor to become a Temporary Member for such period as the Committee may allow; but no one may be a Temporary Member;
 - a) with less than 24 hours written notice to the Membership Committee or
 - b) for longer than one calendar month or
 - c) more than three times in any period of 12 months.
- ii) A Temporary Member may be required, at the Committee's discretion, to pay a one off fee instead of a subscription.
- iii) The Membership Committee may at any time withdraw a person's temporary membership.

10. ELECTION OF CANDIDATES

- i) Every candidate will be proposed by a member or Committee member.
- ii) A member who proposes a candidate is personally responsible for satisfying themselves and shall give assurances to the Membership Committee that the candidate is a fit and proper person to be a member of the Club. The candidate must be known by the proposer.

11. ELECTION PROCEDURE

- i) Election shall be by secret ballot of the Membership Committee, a ballot being taken separately for each candidate.
- ii) A candidate shall be declared not elected if, on the ballot box being opened, it appears that two or more members of the Membership Committee have voted no.
- iii) No declaration shall be made either of the number of votes cast or the number who have voted for or against the candidate.
- iv) No reason shall be given to any candidate in the event of their non election.
- v) A successful candidate shall be invited by the Membership Committee to become a member of the Club.

12. RESIGNATION

i) A member may resign at any time by giving one month's notice in writing to The Chairman of the Membership Committee but shall not be entitled to any refund of annual subscription or Joining Fee.

13. SUSPENSION AND EXPULSION

i) If, in the opinion of the Company or the Membership Committee, a member has infringed the rules or bye-laws of the Club or has been guilty (inside or outside the Club) of conduct prejudicial to the Club's interests, the Company or the Membership Committee may suspend the member with immediate effect. If the member fails to give a satisfactory explanation of their conduct (either in person at a meeting of the Membership Committee or in writing sent to the Chairman of the Membership Committee) the Company or the Membership Committee may, by notice in writing to the member, request them to resign with immediate effect.

ii) If the member does not comply with the request to resign the Membership Committee shall expel the member and they shall cease to be a member of the Club. Their name will be posted at reception and they will be denied further access to the Club, even as the guest of a current member.

iii) No member shall introduce as a guest to the Club a person who has been suspended, required to resign or expelled from the Club.

iv) In the case of serious breaches of conduct or persistent breaches of the rule of the Club the Company may at its absolute discretion expel any member with immediate effect.

v) The Company may refuse admission to the Club any person in its absolute discretion and without giving any reason.

14. CESSATION OF MEMBERSHIP

i) If a member is sentenced to imprisonment, whether or not suspended, they shall forthwith cease to be a member of the Club unless the Company or the Membership Committee deem that special circumstances exist and that the membership should be permitted to continue.

ii) If a member has a trustee in bankruptcy appointed of their estate or enters into a voluntary arrangement with their creditors they shall forthwith cease to be a member of the Club unless the Company or the Membership Committee deem that special circumstances exist and membership should be permitted to continue.

iii) The Company or the Membership Committee may re-admit a person to membership, without payment of a joining fee or procedure of re-election, if in all the circumstances and after due enquiry it thinks fit to do so.

PART III: FINANCIAL OBLIGATIONS OF MEMBERS

15. JOINING FEE

The Joining Fee is a one off payment giving the member access to the Club and initial membership and is not related to the provision of membership and related services in the future.

- i) A person elected as a member shall pay a joining fee of the amount then in force within 14 days notice of their election.
- ii) The amount of the joining fee shall be fixed from time to time by the Company and will be disclosed in writing to the prospective member in advance of their election and any amount so fixed shall continue in force until the Company decides on a variation.

16. LIABILITY FOR ANNUAL SUBSCRIPTION

- i) Except as provided by these Rules every member shall pay a subscription fee for each year at the rate applicable.
- ii) The rates of subscription for each year shall be fixed from time to time by the Company before December 1st in the preceding year: and any rate so fixed shall continue in force for each subsequent year until varied by the Company.
- iii) The category of membership for each member shall be determined at the beginning of the year for which the subscription is payable.

17. PAYMENT OF ANNUAL SUBSCRIPTION

- i) A member may pay the current annual subscription.
 - a) In a single lump sum equal to the current annual subscription
 - or
 - b) In the case of Young Members by monthly direct debit mandate

18. LIABILITY ON CESSATION OF MEMBERSHIP

- i) If a member dies the whole of his subscription remaining unpaid for the year shall be deemed as fully paid.
- ii) A member who resigns voluntarily shall be liable to pay the balance of their annual subscription.
- iii) In exceptional circumstances the Membership Committee may waive payment (in whole or part) of any amount due to the Club in respect of a member's subscription.

19. ARREARS

- i) If a member fails to pay any amount due to the Club (whether under these rules or otherwise) within 30 days from the due date for payment then the Company or the Membership Committee may terminate or suspend the membership.

PART IV: MANAGEMENT OF THE CLUB

20. MANAGEMENT OF THE CLUB

i) The affairs of the Club shall be managed by the Company, its Board of Directors and employees.

21. THE MEMBERSHIP COMMITTEE

i) The Membership Committee shall be nominated by the Board of Directors of the Company.

ii) The Membership Committee has full authority, as prescribed by the Board of Directors of the Company from time to time, over all matters relating to membership and its decision shall be final vis a vis the members.

PART V: MISCELLANEOUS AND GENERAL

22. 1. The Company may make bye-laws for the regulation and management of the Club and may amend or revoke any bye-laws so made; but no bye-law shall be inconsistent with these rules.

23. BINDING EFFECT OF RULES AND BYE-LAWS

i) Every member shall be bound by these rules and by any bylaws.

ii) The Membership Committee shall notify every newly elected member of the existence of these rules and of any bye-laws then in force; and copies of the rules and bye-laws in force or the time being shall be available at all times on the website.

24. CONDUCT OF MEMBERS

i) Every member of the Club shall, subject to these rules and bye-laws for the time being in force, be entitled to use and enjoy (in common with the other members of the Club) the Club premises and the facilities therein provided for the use of the member but shall not by reason of their membership be under any financial liability other than for the payment of their joining fee and annual subscription, and for the consumption of goods and services.

A member shall not:-

a) use the Club for the purposes of any trade, profession or business or in a manner prejudicial to the Company's interest; or

b) conduct themselves in a manner likely to cause discomfort, inconvenience or annoyance to other members, or behave in such a manner as to bring the Club into disrepute

ii) A member shall at all times be responsible for the conduct of their guests in the Club and must take due care to ensure both they and their guests leave the premises quietly without disturbance to close neighbours and settle all sums due prior to departure.

25. TRANSACTIONS IN WHICH MEMBERS INTERESTED

i) A member shall not directly or indirectly, enter into any transaction involving or relating to the supply to the Club of goods or services, without the previous approval of the Company.

26. MEMBERS ADDRESSES AND NOTICES

- i) Every member shall promptly inform the Membership Department of any change of home or business address or of their bank details, directly in writing by email.
- ii) Any notice document or communication sent to a member under these rules shall be deemed to be properly given if sent by post or otherwise to their address last notified to the Membership Committee, and if sent by post it shall be deemed to be issued when posted.

27. MEMBERS PROPERTY

- i) Property entrusted by a member or their guest/guests to a member of Club staff for safe custody or for any other purpose, or left on the Club's premises, shall be at the member's own risk; and the Company shall not be liable for any loss of, or damage to, such property or for any consequential loss or damage of any description.

28. CLUB STAFF

- i) A member may not at any time employ a member of Club staff outside the Club, except with the written permission of the Membership Committee or a director of the Company.

29. COMPLAINTS

- i) All complaints shall be made in writing to the Chairman of the Committee.
- ii) A member shall not personally reprimand a member of staff.

30. RECIPROCAL ARRANGEMENTS

- i) The Company may enter into reciprocal arrangements with other Clubs or bodies on such terms as it shall decide from time to time and any such arrangements may be terminated or modified by the Company at any time. Such arrangements (if any) will be communicated to members.

PART VI: BYE-LAWS

31. HOURS

- i) The Club is open seven days a week.
- ii) The Company may direct that the Club be closed for a specified period for public holidays, staff holidays, cleaning or maintenance, or any other reason appearing to the Company to justify temporary closure.

32. MEALS AND REFRESHMENTS

- i) Meals and refreshments may be ordered at the times specified by the Company and can be varied from time to time.
- ii) A member may request a table be kept for them but this can not be guaranteed.

33. ALCOHOLIC BEVERAGES

- i) Intoxicating beverages will be supplied only to bona fide members and their guests. Alcoholic beverages may be supplied to persons attending a private or previously arranged event if a bona fide member is present. The consumption of alcohol will be permitted during the general licensing hours in force subject to such extensions as may be available to the Club.

34. BEDROOMS

- i) The bedrooms and suites are available for the use of members and their guests.
- ii) When reserving a bedroom, a member and guest is bound by the booking policy as outlined at the time of the reservation.

35. CHILDREN

- i) Persons under the age of 18 years will not be permitted into the Club, except as below:
 - a) By proper arrangement with the Club Management, accompanied children may be permitted to attend previously arranged private parties or reside in bedrooms and suites.
 - b) Children will be permitted when accompanied by their parents or guardian during weekends and on public holidays.

36. CORKAGE

- i) There will be a charge on each bottle of wine and each bottle of spirit brought into the Club by a member for consumption on the premises. No member may bring food or beverage on to the premises without the prior written permission of the Company or its representative.

37. DEPOSITED LUGGAGE

- i) A member may not deposit luggage for store at the Club for more than 48 hours unless specifically agreed in writing by the Club Management.

38. DRESS CODE

- i) Members and their guests should be appropriately dressed in the Club. Whilst there is no specific standard or dress code, the Company reserves the right to refuse admission to the Club if the standard of dress is considered to be inappropriate.
- ii) Suitcases and large bags must be deposited in the cloakroom and are not permitted in the Club unless a private room has been booked in advance.
- iii) Over coats, anoraks, cloaks, and general outer-wear must be deposited in the cloakroom and will not be permitted in the Club. Umbrellas must be left with the cloakroom attendant.

39. DRUGS & ILLEGAL SUBSTANCES

- i) Non-prescription drugs are not permitted on the premises at any time. The consumption of illegal substances by whatever means is strictly prohibited and any member or guest of member found in possession of such substances will be ejected and reported to the police.
- ii) Any member found guilty of consuming or bringing illegal substances onto the premises, or whose guest is found guilty of such acts, will have their membership terminated with immediate effect.

40. GAMING

- i) No betting, wagering, game with dice (except Backgammon) or gaming shall take place on the Club premises, nor shall any game of hazard or chance be played other than for nominal stakes.

41. IRRITATING GADGETS

- i) The use of mobile phones is permitted throughout the Club with the following restrictions:
 - a) In the Brasserie and Library members are requested to use the silent, meeting, or vibrate mode to avoid nuisance to other diners.
- ii) Members who use mobile phones or lap-top computers or other similar devices, causing nuisance to other members and their guests, will be asked to cease and potentially requested to leave the Club.
- iii) The use of laptop computers is not permitted in the Brasserie.
- iv) Personal audio equipment may be used, provided they are not audible to other members.
- v) Members should not use such equipment in the bedrooms in such a way as to annoy or inconvenience other members or residents.

42. NEIGHBOURS

- i) In consideration of our neighbours, members are required to leave the premises quietly at all times and to ensure the quiet departure of their guests.

43. PAYMENTS

- i) Members may pay for services and goods supplied by using cash, credit or charge card.
- ii) Payment for all goods and services consumed must be made prior to departure.
- iii) A member will be liable for payment of their guests' account.

44. PETS

- i) A member may bring a dog into the Club. Dogs must be accompanied by the member and be kept on a lead at all times. We reserve the right to refuse entry to badly behaved or excessively large dogs.
- ii) No other pets are allowed.

45. PHOTOGRAPHY

- i) The taking of professional photographs or digital images is not permitted without gaining prior permission in writing from the manager on duty.

46. POST

- i) Members may collect mail at the Club. However, letters, parcels, etc. will not be forwarded to a member's private address. Verbal instructions will not be accepted for the re-direction of mail. The Club will not accept liability for any loss of post received or delivered.

47. PRIVATE PARTIES

- i) Members may, by prior arrangement with the Club management, hold private parties in the designated areas.
- ii) The Company may close the Club or any part thereof, for a private party, for any period deemed fit. No member shall be entitled to a refund of any part of their joining fee or subscription in the event of such closing.
- iii) From time to time the Club may hold a private party for the members and guests at which time limited numbers may attend and for which an additional entrance fee may be levied.

48. SMOKING

- i) Smoking is not permitted anywhere within the Club except in the designated outside smoking areas.

49. USE OF THE CLUB ADDRESS

- i) The name and address of the Club shall not be given by a member as their address for the purpose of identification in connection with legal proceedings or in any advertisement, prospectus, business circular or other commercial document, or give the Club as a business reference.

50. VISITORS

- i) Members may entertain a maximum of three guests on any visit unless a private party or table reservation has been confirmed or a greater number of guests has been previously agreed with the manager on duty.
- ii) Each guest must be signed in by the host member.
- iii) The Club may charge a daily entrance fee for guests of members.
- iv) Guests who arrive at the Club in advance of their host member will be asked to wait in the Front Hall until the member arrives to sign them in.
- v) When accompanied by a member guests may use the full facilities of the Club with the exception of the gym.

51. INTERPRETATION

- i) The Company shall be the sole authority as to the interpretation of the rules, regulations and bye-laws of the Club.