

**THE RULES**

**OF**

**THE PARSONS GREEN SPORTS AND SOCIAL CLUB LIMITED**

(Adopted on 17 June 2025)

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## INTRODUCTION

1. These Rules are made pursuant to Article 58(1) of the Articles of Association of The Parsons Green Sports and Social Club Limited ("the Club").
2. These Rules shall be read in conjunction with the Club's Memorandum and Articles of Association. If there is any conflict, the Club's Memorandum and Articles of Association shall always prevail. If there is any conflict between any of these Rules and the laws in force in England at the relevant time, English law shall always prevail. These Rules shall also be read in conjunction with each and any Addendum hereto, which may be issued by the Board from time to time.

## DEFINITIONS AND INTERPRETATION

3. In these Rules:

**"Addendum"** means each and any Addendum referred to in Rule 1 above;

**"Adult"** means a person, who is at least 18 years old;

**"Applicant"** has the meaning given to that expression in Rule 16 below;

**"Articles"** means the Articles of Association of the Club, as in force from time to time;

**"Associate Member"** means a person, who the Club has accepted as such pursuant to the Rules. The expression **"Associate Membership"** shall be understood accordingly;

**"Bar"** has the meaning given to that expression in Rule 78 below;

**"Board"** means the board of directors of the Club at the relevant time;

**"Caretaker's Flat"** means the 2-bedroom flat on the first floor of the Racquets Pavilion. This flat is not one of the Flats (as defined below);

**"Car Park"** means the whole of the underground car park, which is situated in the basement of the Clubhouse Building. Unless the context otherwise requires, the expression includes (a) the Designated Spaces; (b) those parts of that car park as are designated for use by the residents of the Flats; and (c) the access/exit road from, and to, Sullivan Road, London SW6 and the security gates on Sullivan Road. The Car Park is not part of the Club House;

**"Child"** means a person, who is less than 14 years old;

**"Class Bookings"** means a scheduled activity involving one or more Participant and/or Guest in a supervised group exercise workout. These can take place anywhere on Club Premises, External Areas and/or Racquets Pavilion;

**"Club Employee"** has the meaning given to that expression in Rule 101 below;

**"Club House and/or Clubhouse"** means the Club House or "Clubhouse", which belongs to the Club and which is situated on the ground floor of the Clubhouse Building. The expression includes the Gym, but does not include any of the Flats;

**"Clubhouse Building"** means the building, adjacent to Broomhouse Lane, London SW6, which comprises principally the Club House, the Car Park, the Flats and the Gym;

**"Club Premises"** means all land and/or buildings (including the Club House, the Racquets Pavilion and the Club's other sports facilities), which are owned and/or occupied by the Club from time to time. The

expression does not include (a) any of the Flats or any of the passages, staircases, lifts and/or other access ways leading exclusively to the Flats; and (b) the Car Park;

**“Club’s neighbours”** includes all or any of the occupiers of the Flats and the occupiers of the properties on the boundaries of and/or close to the Club Premises and/or the Clubhouse Building;

**“Club Year”** means the period from 1 April in one calendar year to 31 March in the next calendar year (inclusive);

**“Coach”** means a sports coach, instructor and/or supervisor who has entered into an agreement with the Club for the provision of sports coaching instruction and/or supervision at the Club;

**“Designated Spaces”** means those Vehicle parking spaces in the Car Park, which have been specifically designated, from time to time, for use by Participants and their guests **PROVIDED THAT** the Designated Spaces will be different for different types of Vehicle;

**“Director”** means a director of the Club at the relevant time;

**“External Areas”** means the areas, which lie between the ground floor of the Clubhouse Building and Broomhouse Lane, London SW6;

**“Family Member”** means a person, who the Club has accepted as a Participant on the basis that s/he is a member of a Family Unit. The expression **“Family Membership”** shall be understood accordingly;

**“Family Unit”** means a group of 3 or more persons, at least 2 adults, who are living together, in the same dwelling, as a family, and who are each related (either by birth, adoption, marriage and/or civil partnership) to each other;

**“Flats”** means the residential flats in the Clubhouse Building, which have been built around and/or above the Club House. Unless the context otherwise requires, the expression includes each and any of those Flats;

**“Function Room”** means the main function room in the Club House;

**“General Manager”** means the general manager of the Club at the relevant time;

**“Greater London”** means the area surrounded by the M25 motorway;

**“Guest”** includes a Social Guest and a Sports Guest;

**“Gym”** means the area in the basement and on the ground floor of the Clubhouse Building, which is, from time to time, designated as a Gym. For the avoidance of any doubt, the expression includes the Sauna and Ice Bath referred to in Rule 94. The Gym forms part of the Clubhouse and has a designated entrance via the main corridor of the Clubhouse Building;

**“Head-lessee”** means the person who, at the relevant time, is the lessee of the whole of the area, in the Clubhouse Building, which contains the Flats;

**“Host”** has the meaning given to that expression in Rule 53 below;

**“Invitee”** means a Non-Participant, who is invited to an event or function at the Club by a Non-Participant Host;

**“Junior Member”** means a person, who the Club has accepted as such pursuant to the Rules. The expression **“Junior Membership”** shall be understood accordingly;

**“Licensing Laws”** means the laws in force, at the relevant time, in England, which relate to the sale of alcoholic drinks at premises such as the Club House. The expression also includes any requirements and/or conditions, which (a) have been imposed on the Club by, or pursuant to an agreement with the local authority from time to time; and/or (b) are contained in any licence granted to the Club under the relevant legislation and in force at the relevant time;

**“Member”** means a person, who the Club has accepted as such pursuant to the Rules. The expression **“Membership”** shall be understood accordingly;

**“Memorandum”** means the Memorandum of Association of the Club, as in force from time to time;

**“Nanny”** means a person, who has been (a) appointed by a Participant to bring that Participant’s Child to, and collect that Participant’s Child from, a coaching session at the Club with a Coach; and (b) registered, in advance, with the Club in accordance with the Club’s requirements from time to time;

**“New Houses”** means the 7 new houses, built on land adjacent to Sulivan Road, London SW6; such land formerly belonging to the Club;

**“Nominated Persons”** means such persons as have been properly nominated by a Corporate Member, in accordance with Rule 11(a) below, to enjoy an Associate Membership of the Club during the relevant period;

**“Non-Participant”** means a person, who is not a Participant;

**“Non-Participant Host”** has the meaning given to that expression in Rule 61 below;

**“Off-peak Hours”** means, for each weekday, the period of time beginning at 8:00am and ending at 15:30pm on the same day. For the avoidance of any doubt, Off-peak Hours will never occur during a weekend or a bank or public holiday in force in England;

**“Off-peak Member”** means a person, who the Club has accepted as such pursuant to the Rules. The expression **“Off-peak Membership”** shall be understood accordingly;

**“Participant”** means a person, who is either a Member or an Associate Member. The expression **“Participation”** shall be understood accordingly;

**“Procedures”** means the procedures, which may be approved and published by the Board, from time to time, and which deal with such important issues as health and safety, safeguarding and emergencies. The expression includes those procedures as supplemented, amended and/or replaced from time to time;

**“Racquets Pavilion”** means the pavilion, which is part of the Club Premises and which comprises 2 squash courts, changing rooms and the Caretaker’s Flat;

**“Rules”** means the rules set out in this document. References to the Rules are also references to the same as supplemented, amended and/or substituted, from time to time, in accordance with the Articles;

**“Social Guest”** means a Non-Participant, who comes to the Club House, at the invitation of a Participant, in order to use only the social facilities at the Club;

**“Sports Committee”** has the meaning given to that expression in Rule 126 below;

**“Sports Facilities”** means the Club’s bowls green, croquet lawn, squash courts, tennis courts and/or the Gym;

**“Sports Guest”** means a Non-Participant, who comes to the Club Premises, at the invitation of a Participant, in order to use certain sports facilities at the Club;

“**Vehicle**” includes a car, motorcycle and/or bicycle; and

“**Young Adult**” means a person an Adult between 18 years and 25 years old, who the Club has accepted as such pursuant to the Rules. The expression “**Young Adult Member**” shall be understood accordingly;

In the interpretation of the Rules, the singular includes the plural and vice versa. The use of the words “including” and “includes” does not imply any limitation to the meaning of the immediately preceding words. Headings are inserted for convenience only and shall not affect the interpretation of any of the Rules.

Unless the context otherwise requires, references to the Car Park, the Club House, the Club Premises, the External Areas, the Gym and/or the Clubhouse Building are references to each and any part thereof respectively.

If, and whenever, the Board has delegated any relevant power or authority of the Board to any committee of Directors, committee of Members and/or to an individual Director in accordance with the Articles, then, unless the context otherwise requires, references, in the Rules, to “the Board” shall be read and construed as references to that committee or to that individual (as the case may be).

Subject to any limitations that may be imposed by law and/or in the Articles, the Board shall have absolute discretion in making such decisions and/or determinations, as it is entitled to make in accordance with the Rules and shall not be required to provide its reasons for making the same.

References, in the Rules, to a payment being made by a person include reference to that payment being made on his or her behalf.

Each of the Rules shall be read and construed separately. Unless expressly stated, the wording of one of the Rules will not limit or restrict the application of another of the Rules.

For the purposes of the Rules and their application, a person’s age shall be taken, during the whole of a Club Year, to be his or her age on the last day of the immediately preceding Club Year **PROVIDED THAT** this provision shall not apply when assessing whether (a) an Applicant is an Adult; and/or (b) any person, who is present on Club Premises, is a Child.

## **NAME, OBJECTS AND COLOURS**

4. The Club is commonly called “The Parsons Green Sports and Social Club” and/or “The Parsons Green Club”.
5. The objects of the Club shall be of a non-political character and shall be to provide, for the Participants, the privileges, advantages and convenience of a sports and social club. The aim of the Club is to give Participants the facilities and opportunity to meet socially and to play games of skill, both indoors and outdoors.
6. The Club’s colours are blue, green, cerise, white and gold.

## **MEMBERS**

7. No person may be a Member unless s/he is an Adult.
8. Each Member is a member of the Club for the purposes of the Memorandum and the Articles and is entitled to attend and/or vote at general meetings of the Club.
9. The Members are divided into 4 categories, namely:
  - (a) “**Ordinary Members**”

For a Club Year, this category includes all those who satisfy the above age criterion and who have paid the appropriate individual subscription to the Club For the avoidance of any doubt, this category includes those members of a Family Unit who are Adults or Young Adult members.

(b) **“Honorary Members”**

Honorary Members shall be (a) persons of distinction; (b) individuals, who have rendered valuable service to the Club; and/or (c) Directors or former Directors, who have completed at least 12 years service on the Board. Appointment as an Honorary Member is subject to the prior recommendation of the Board and confirmation by the Club in general meeting. The names of those so appointed shall be recorded, on the honours board, in the Club House.

(c) **“Life Members”**

Subject to confirmation by the Club in general meeting, each person, who has been a Member for an aggregate of 40 years, shall be appointed as a Life Member **PROVIDED THAT** no person, who first became a Member after 31 December 2013, shall be appointed as a Life Member.

(d) **“Corporate Members”**

For a Club Year, the Club may admit a legal entity, other than an individual, as a Corporate Member.

Such admission shall be made on such terms as the Board may agree.

For the avoidance of any doubt, a Corporate Member shall have only one vote at general meetings of the Club.

10. Except in accordance with the laws of England and the Memorandum, no Member (in his or her capacity as such) has any right or interest in the assets of the Club or any of them.

## **ASSOCIATE MEMBERS**

11. The Associate Members are divided into 5 categories, namely:

(a) **“Nominated Persons”**

Each Corporate Member may, from time to time, nominate those of its employees and/or tenants, who will be entitled to use specified facilities at The Club for a specified period, as Nominated Persons **PROVIDED THAT** the number of persons so nominated by a Corporate Member does not, at any time, exceed the maximum number agreed by the Board and **PROVIDED FURTHER THAT**, in making each and any such nomination, the Corporate Member complies with all and any conditions previously imposed by the Board.

(b) **“Junior Members”**: that is those persons, who are each covered by an individual subscription but who are not yet Adults. In order to become a Junior Member, a Child must be at least 4 years old. The expression includes each and every member of a Family Unit who is not yet an Adult.

(c) **“Off-peak Members”**: that is those persons, who are entitled to take part in a particular sports activity for which they have paid on Club Premises only during Off-peak Hours. No such person shall participate in their particular sport outside those hours. For the avoidance of any doubt, Off-peak members are entitled to use the facilities in the Clubhouse outside of Off-peak hours.

12. An Associate Member is not a member of the Club for the purposes of the Memorandum and the Articles and is not entitled to attend and/or vote at general meetings of the Club. No Associate Member (in his or her capacity as such) has any right or interest in the assets of the Club or any of them.
13. At its discretion, the Board may appoint any individual as a temporary Associate Member for a fixed period of less than a Club Year. Each such appointment may be made on such terms as the Board thinks fit. When making each and any such temporary appointment, the Board may waive the application of Rules 16 and/or 20 below. A temporary Associate Member, who wishes to extend his or her Participation beyond the initial fixed period, must apply as an Applicant in accordance with Rules 16 to 24 (inclusive) below.

### **CORPORATE, FAMILY, OFF-PEAK AND YOUNG ADULT MEMBERS**

14. A person may only become a Family Member if at least 2 other members of the same Family Unit become Family Members at the same time.
15. Nothing, which is contained in the Rules, prevents the Board from deciding that Corporate Memberships, Family Memberships, Off-peak Memberships and/or Young Adult Memberships shall not be available in a particular Club Year.

### **ACCEPTANCE OF PARTICIPANTS**

16. With effect from 1 January 2014 but subject to Rule 13 above and Rule 28 below, no person or entity shall become a Participant until (a) s/he has completed and signed an application form, containing such information as the Board may reasonably require; (b) s/he has paid the appropriate entrance fee; (c) s/he has paid the appropriate subscription for the Club Year in question; and (d) the Board has approved his or her acceptance as a Participant. By signing the application form, such person (an “**Applicant**”) agrees that, whilst, and for so long as, s/he remains a Participant, s/he will be bound by, and will fully comply with, the Rules.

Whether in the application form or during an interview with the Board, any and all information, which an Applicant provides, shall be true, accurate and complete in all material respects. If the Board subsequently discovers that this was not the case, Rule 113 below shall apply as if the Applicant had been a Participant when s/he provided such information.

17. Any Adult member of a Family Unit may sign the application form and/or pay the aggregate entrance fee and subscription on behalf of all the members of that Family Unit. Such signature will constitute the separate agreement by each and every Adult member of the Family Unit that, whilst, and for so long as, s/he remains a Participant, s/he will be bound by, and will fully comply with, the Rules. Such signature also constitutes a guarantee by such signatory that, until s/he becomes an Adult, each member of the Family Unit, who is not yet an Adult, will be bound by, and will fully comply with, the Rules.
18. If the Applicant wishes to become a Corporate Member and an application form is signed on its behalf, such signature constitutes an agreement that, whilst, and for so long as, it remains a Participant, both it and each of its Nominated Persons will be bound by, and will fully comply with, the Rules.
19. If the Applicant wishes to become a Junior Member, an Adult (who is acceptable to the Board) must sign the application form. Such signature constitutes a guarantee by such signatory that, whilst, and for so long as, s/he remains a Junior Member, the Applicant will be bound by, and will fully comply with, the Rules. All junior members above the age of 13 must also sign the application form.
20. The Board shall not approve any application until the Applicant has attended an interview with the Board, or a member of the board, **PROVIDED THAT** the Board may waive the application of this Rule, either generally or in a particular case.
21. Subject to Rule 23 below, the Board will consider each application as quickly as is reasonably practicable. As part of such consideration, the Board may (a) seek additional information and/or evidence; (b) publish

details of the application in the Club House; and/or (c) canvas opinion from existing Participants and/or others.

22. If an existing Participant (being aware of an application) does not believe that an Applicant is a suitable person to be admitted as a Participant, that existing Participant shall promptly send a report to the Board; advising the Board of that fact and giving the reasons for that view. The Board shall treat each such report as confidential.
23. Until a Director has advised him or her that the procedures in Rules 16 to 20 (inclusive) above have been completed, the Applicant is not a Participant and does not enjoy any of the benefits and/or privileges of a Participant. The said procedures can never be completed in less than 3 days, but may take longer.
24. The entrance fee shall be of such amount as the Board may, from time to time, determine. The amount of the entrance fee may vary for different Applicants during the same Club Year. If the Applicant wishes to become a Participant during a Club Year, the Board may at its absolute discretion, reduce the annual subscription pro rata on a time basis.

#### **DISQUALIFICATION OF APPLICANTS**

25. No rejected Applicant may apply again to become a Participant until at least 6 months after the date of that rejection. An Applicant, who is rejected on 2 separate occasions, may not apply again to become a Participant.
26. Following consultation with the relevant Sports Committee, the Board may, from time to time, decide on the maximum number of Participants, who will be entitled to play a particular sport at the Club during a Club Year. In the application of Rule 25 above, the rejection of an Applicant, solely on the grounds that such a quota for a Club Year has already been reached, shall be entirely disregarded.
27. A former Participant, who has been expelled from the Club, may not (a) apply to become a Participant again; and/or (b) enter Club Premises for any reason, unless the Board shall decide otherwise in each particular case.

#### **SUBSCRIPTIONS**

28. In reasonable time before the beginning of each Club Year, the Board shall determine the amount of the subscriptions, which will be applicable for that Club Year. It is acknowledged that the same subscription will not necessarily be payable by all Participants, who will enjoy the same rights and privileges during the Club Year in question. It is also acknowledged that, for a limited period, certain owners and/or occupiers of the Flats and/or the New Houses may be entitled to become Participants without payment of subscriptions and/or entrance fees.
29. By paying a subscription for a Club Year, each Participant (a) becomes entitled, during that Club Year, to use those social facilities of the Club that are normally available to Participants generally; and (b) re-states his or her agreement to be bound by, and fully to comply with, the Rules

When determining subscriptions for a Club Year, the Board shall also decide upon the discounts, if any, to be allowed for, inter alia, Junior Members, Young Adult Members, members of a Family Unit, Off-peak Members and/or Members who are over 60 years old use those social facilities of the Club that are normally available to Participants generally; and (b) re-states his or her agreement to be bound by, and fully to comply with, the Rules.

30. Each Participant, who wishes to use any of the Sports Facilities that are available to Participants at the Club, shall pay the appropriate subscription therefor. For each Club Year, the Board shall determine what the amount of such subscription shall be, but it need not be identical for each Participant who wishes to play the same sport and it will normally differ from sport to sport.
31. Not in use.

- 32. During a Club Year, a Participant is entitled to use any Sports Facility at the Club, which is covered by the subscription that s/he has paid for that Club Year. Except as a Sports Guest of another Participant, who is so entitled, a Participant is not, however, permitted to, and s/he will not, make use of any other Sports Facility at the Club, if those participating in that other sport are themselves required to pay a subscription in respect thereof.
- 33. Subject to Rule 34 below, a subscription, which has been paid by a Participant, will only be refundable (in whole or in part) in exceptional circumstances and with the prior approval of the Board.
- 34. If, for any reason and during a Club Year, a Participant is unable, through illness, injury or involuntary absence from Greater London, to utilise all the facilities of the Club which s/he is entitled to use, the Club may either refund the whole or part of the subscription previously paid by him or her for that Club Year or grant a credit for the subsequent Club Year **PROVIDED THAT** (a) such illness, injury or absence first occurred during the Club Year in question and can reasonably be expected to last for at least 3 months; and (b) the Participant in question notifies the Board, as soon as reasonably practicable, of the occurrence of the same and provides such evidence thereof as the Board may require. The amount of any such refund and/or credit shall be as determined by the Board.
- 35. Honorary Members and/or Life Members are not obliged to pay any subscription for any Club Year. However, such persons (and particularly those who use any Sports Facilities at the Club) are encouraged to make a voluntary annual contribution to the Club.

#### **PAYMENT OF SUBSCRIPTIONS**

- 36. A subscription, payable in respect of a Club Year, is due and payable, in advance and in full, before the first day of that Club Year.
- 37. A Participant, who does not intend to renew his or her Participation into the next Club Year, is asked to give the Board as much advance notice of that fact as possible.
- 38. A Young Adult Member, who is renewing his or her subscription, may be required to satisfy the Board that s/he still qualifies as such. Once it has been accepted that a person is between the age of 18 and 25 at the beginning of a Club Year, his or her status will be deemed to remain unchanged for the whole of the remainder of that Club Year.
- 39. Family Members, who are renewing their subscriptions, may be required to satisfy the Board that they still constitute a Family Unit. Once it has been accepted that a Family Unit exists at the beginning of a Club Year, that Family Unit will be deemed to remain in place for the whole of the remainder of that Club Year.
- 40. For the purposes of the Rules, a subscription is only paid when that payment has been made in full, by or on behalf of the Participant in question, and received, in readily available funds, by, or on behalf of, the Club. Each Participant is solely responsible for making sure that his or her payment reaches the Club.
- 41. The payment of a subscription (whether by a Participant or on a Participant's behalf) constitutes an agreement by the Participant concerned that he or she will continue to be bound by, and to adhere to, the Rules.

#### **PARTICIPANTS IN ARREARS AND PARTICIPANTS IN DEFAULT**

- 42. A Participant, who does not pay his or her subscription, in full, within 14 days of the same becoming due and payable as above, shall automatically, and without notice, become a "**Participant in Arrears**".
- 43. If, within the 14-day period specified in Rule 42 above, any member of a Family Unit fails to pay a subscription that has become due and payable, then each Family Member in that Family Unit shall

automatically become a Participant in Arrears. If a Corporate Member is a Participant in Arrears, all of its Nominated Persons shall automatically become Participants in Arrears.

44. Subject to Rule 46 below, a Participant in Arrears is not entitled (a) to enter Club Premises for any reason whatsoever; and/or (b) to participate in any sport available at the Club.
45. A person may cease to be a Participant in Arrears only by paying the appropriate subscription, in full, for the Club Year in question **PROVIDED THAT** such payment must be made within 16 days of that person becoming a Participant in Arrears. If a person remains a Participant in Arrears for 16 days, that person shall automatically become a **“Participant in Default”**.

It is acknowledged that (a) if any member of a Family Unit becomes a Participant in Default, all members of that Family Unit shall likewise become Participants in Default; and (b) if a Corporate Member becomes a Participant in Default, all of its Nominated Persons shall also become Participants in Default.

46. If a Member during one Club Year becomes a Participant in Arrears during the next Club Year, then, notwithstanding Rule 44 above, such person remains a member of the Club for the purposes of the Memorandum and the Articles unless, and until, s/he becomes a Participant in Default. Being entitled to attend and vote at general meetings of the Club, such person may enter Club Premises solely for that purpose but must leave the Club Premises as soon as the general meeting is over. However, if such person becomes a Participant in Default, then (without prejudice to any continuing obligation under Clause 5 of the Memorandum) his or her membership of the Club shall automatically cease in accordance with Article 2(3) of the Articles.
47. A Participant in Default shall automatically cease to be a Participant. Without prejudice to the generality of the foregoing, a Participant in Default is not entitled to enter Club Premises for any reason whatsoever and/or to participate in any sport available at the Club.
48. A Participant in Default, who wishes to recover all or any of the rights and privileges of a Participant, must re-apply as an Applicant in accordance with Rules 16 to 24 (inclusive) above.
49. Either generally or in a particular case, the Board may waive the operation of Rules 46, 47 and/or 48 above and/or extend all or any of the time periods set out in Rules 42 and/or 45 above.

#### **CHANGES TO CATEGORY OF PARTICIPATION**

50. If a person, who was a Junior Member, a Family Member, a Nominated Person, an Off-peak Member and/or a Young Adult Member in one Club Year, wishes, or is required, to change his or her category of Participation in the next Club Year, s/he may be required to re-apply as an Applicant in accordance with Rules 16 to 24 (inclusive) above. However, and in such circumstances, the Board may waive all or any of the requirements set out in such Rules.

#### **CHILDREN OVER 4 YEARS OLD AND UP TO 13 YEARS OLD (INCLUSIVE)**

51. Children, who are at least 4 years old but are younger than 14 years old, may come to the Club if they are Junior Members.

Whilst these Junior Members are on Club Premises, the following provisions will apply:

- (A) Whilst on Club Premises, they must always be accompanied by an Adult. They are never permitted to be in the immediate vicinity of the Bar.
- (B) They may come to the Club either (a) with an Adult Participant, who remains with them at all times whilst they are on Club Premises; (b) in order to take part in sports coaching at the Club with

a Coach; and/or (c) as an invitee to an event or function in accordance with Rules 60 and/or 61 below.

- (C) Whilst they are on Club Premises (a) they can use only the Sports Facilities that are included in their Associate Membership; and (b) they may not bring a friend or companion to the Club as a guest.
- (D) Unless they are all siblings, who are accompanied by their parent or guardian, who is a Participant, an Adult Member cannot accompany more than 2 Children simultaneously.
- (E) When they come to the Club in order to take part in sports coaching as above, they must be delivered to, and collected from, the Club by either (a) an Adult Participant; or (b) a Nanny. The Participant or Nanny must remain at the Club for the duration of the coaching session and must ensure that the Coach is aware when their Child has arrived and left. Whilst the coaching session is in progress, the Children will be under the supervision of the Coach.
- (F) They may not book courts in their names to play, nor play on their own, unless supervised by a parent or guardian whilst on court.
- (G) They may not use The Gym, sauna and/or ice bath

By accompanying a Child at the Club, the said parent or guardian accepts primary responsibility for the safety and behaviour of that Child. The said parent or guardian also accepts responsibility for the acts and/or omissions of any other Adult Participant, who is accompanying that Child and/or the Nanny.

#### **CHILDREN BETWEEN THE AGES OF 14 YEARS OLD AND 18 YEARS OLD**

- 52. Junior Members, who are at least 14 years old but less than 18 years old, have the same rights as Adult Participants **EXCEPT THAT** they are not permitted to buy alcoholic drinks at the bar. These Junior Members will be issued with their own door entry/membership cards. If these Junior Members bring any guests to the Club, each such guest must be of an equivalent age to the Junior Member (and must be over 14 years old) and a full guest fee must be paid. Any Junior Member may not use The Gym, sauna and/or ice bath.

#### **GUESTS AND VISITORS**

- 53. Subject to Rules 54 to 59 (inclusive) below, every Participant (“**Host**”) is entitled to introduce his or her Guests to the Club Premises. Subject as provided below, a Guest is entitled to use the social and/or sports facilities at the Club. Unless the Board otherwise decides (either generally or in a particular case), Guests are not entitled to use Designated Spaces.
- 54. Each time that s/he invites a Guest to the Club, a Host must (a) ensure that that Guest’s name, the Host’s name and the date are entered in the appropriate Club record; (b) ensure that the appropriate guest fee is paid immediately upon that Guest entering Club Premises; (c) be present on Club Premises when the Guest arrives and not leave the Club Premises whilst that Guest remains there; (d) ensure that that Guest is fully aware of all relevant provisions of the Rules and, if required, acknowledges that fact; and (e) ensure that that Guest fully complies with all relevant provisions of the Rules; as if that Guest were himself, or herself, a Participant.
- 55. From time to time, the Board will fix (and publish on the Club’s website and on a notice board in the Club House) (a) the amount of the guest fee payable by each Social Guest and Sports Guest at the beginning of each visit to Club Premises; and (b) any limitations, which may be imposed on the exercise of a Participant’s rights, in relation to Social Guests, under Rule 53 above. Whilst it remains in force, each such determination by the Board shall be binding on all Participants and shall be automatically incorporated

into the Rules. For Sports Guests, such guest fee need not be the same for all sports. Different guest fees may be applicable to different activities.

56. From time to time, each Sports Committee will fix (and publish on the appropriate part of the Club's website and on the appropriate notice board) any limitations, which may be imposed on a Participant's right to introduce a Sports Guest, who will play the relevant sport. Whilst it remains in force, each such determination shall be binding on all relevant Participants and shall be automatically incorporated into the Rules. As regards the fixing of such limitations by a Sports Committee, Rule 118 below shall apply.
57. For the avoidance of any doubt, a Host may not authorise a Sports Guest to play any sport, which the Host himself, or herself, is not entitled to play at the Club. Without prejudice to Rule 55 above, each and every Sports Guest's guest fee must be paid before play begins. A Sports Guest, who has paid the appropriate guest fee, is entitled and encouraged to use the social facilities at the Club.
58. Without prejudice to any other right or remedy that the Club may have, a Social Guest and/or a Sports Guest, who does not fully comply with and/or adhere to any of the Rules, may be expelled from the Club Premises by any Director or Club Employee. For the purposes of the Rules (including Rule 113 below), a breach of the Rules by a Guest also constitutes an identical breach by the Host. If a Guest fails, for any reason, fully and promptly to satisfy the indemnity set out in Rules 85, 121 and/or 125 below, the Participant, who invited such Guest to Club Premises, shall promptly and effectively do so on demand from the Board.
59. Except in accordance with Rules 53 to 58 (inclusive) above and/or Rule 60 below, no Participant may bring a Guest or visitor into Club Premises. However, nothing in this Rule shall apply to members of visiting teams (including a reasonable number of supporters), who have come to the Club to play in a recognised match against the Club.

## **EVENTS AND FUNCTIONS**

60. When, by separate agreement with the Club, a Host is holding an event or function on Club Premises, which will be attended by a number of invited Guests, sub-paragraphs (a) and (b) of Rule 54 above shall not apply. Prior to the event or function, the Host shall provide the Club with the names of the Guests, who are expected to attend. All guest fees, which are payable in respect of those Guests, will be included as part of the hire fee for the location of the event or function. For the avoidance of any doubt, sub-paragraphs (c), (d) and (e) of Rule 54 above shall always apply. The Host shall be primarily responsible for the safety and behaviour of each and every Child, who is attending an event or function on Club Premises, and for ensuring that each and every such Child is collected, at the end of it, by a responsible Adult.
61. When, by separate agreement with the Club, a Non-Participant ("Non-Participant Host") is holding an event or function on Club Premises, which will be attended by a number of Invitees, the Club shall require that, prior to the event or function, the Non-Participant Host shall provide the Club with the names of the Invitees, who are expected to attend. The Club shall also require that the Non-Participant Host shall (a) be present on Club Premises when each of the Invitees arrives and not leave the Club Premises whilst any of the Invitees remains there; (b) ensure that each of the Invitees is fully aware of all relevant provisions of the Rules and, if required, acknowledges that fact; and (c) ensure that each of the Invitees fully complies with all relevant provisions of the Rules; as if that Invitee were himself, or herself, a Participant. The Non-Participant Host shall be primarily responsible for the safety and behaviour of each and every Child, who is attending an event or function on Club Premises, and is collected, at the end of it, by a responsible Adult.
62. If, during the course of any event or function referred to in Rules 60 and/or 61 above, a Host or a Non-Participant Host fails to comply with any of his or her above obligations, the Club shall be entitled to expel all or any of the Guests or Invitees from the Club Premises and/or terminate that event or function forthwith.

## **COMMUNICATION WITH PARTICIPANTS**

- 63. In order that it may comply with its statutory obligations and keep Participants informed of relevant matters, it is important that the Club should have up-to-date postal and (where possible) email addresses for all Participants. Where this is practicable, the Club will contact Participants by email.
- 64. To the extent that s/he has not already done so, each Participant is responsible for notifying the Board of his or her current postal and (if s/he has one) email address.
- 65. Each Participant will inform the Board as soon as may be reasonably practicable (and, in any case, within 14 days) after there is any change to his or her postal and/or email address or if s/he acquires a new email address.
- 66. Any communication from the Club, which is despatched to a Participant at the last address (whether postal or email) previously notified by him or her to the Board, shall be deemed, for all purposes, to have been received by that Participant.

## **OPENING HOURS FOR CLUB PREMISES**

- 67. The Board will, from time to time, fix the times during which:
  - (a) the different parts of the Club House (including the Bar); and
  - (b) the various Sports Facilities

will be open and available for Participants. These times may be different for each part of the Club House and/or each Sports Facility. There may also be seasonal variations.

The above times will be fixed with a due regard for (i) the Licensing Laws; (ii) any planning permissions, which may have been granted to the Club; (iii) the requirements of the Club, the Club Employees and the Participants; (iv) security; and (v) the legitimate interests of the Club's neighbours. The above times, as so fixed, will be published on The Club's website and on a notice board in the Club House.

On special occasions and/or in unusual circumstances, all or any of the above times may be varied by the Board. However and where practicable, the Board will give Participants advance notice of any such variation. No Participant shall use any facility on Club Premises except at a time when such facility is open and available for Participants in accordance with the Rules.

- 68. The Board will, from time to time, fix the maximum number of people who, for safety reasons, may be in distinct parts of the Club House at any one time. Once that limit has been reached, any Director or Club Employee may refuse entry (either to the whole or the relevant part of the Club House) to any Participant and/or guest.
- 69. If it considers this to be necessary, appropriate and/or commercially advantageous in particular circumstances, the Board may close the Club House (or any part thereof) and/or all or any of the Sports Facilities to Participants for a specified, or unspecified, period. The Board will give Participants such advance notice of any such closure (and the reason for it) as may be reasonably practicable.
- 70. For the purposes of a particular event or function, the Board may close distinct parts of the Club House and/or other Club Premises, for a specified period, to (a) Associate Members; (b) Participants generally; (c) Participants who do not pay an entrance fee for that event or function; and/or (d) Participants who have not pre-purchased an admittance ticket to that event or function. However, the Board will seek to maintain reasonable access to other available parts of the Club Premises and will give advance notice of such closure to Participants.
- 71. Whenever (pursuant to Rules 67, 69 and/or 70 above) the Board is required to give advance notice to Participants, the Board may satisfy that requirement by putting a notice on the Club's website and/or the notice board in the Club House. The Board shall put any such notice on the website and/or the notice board as far in advance of the occurrence, circumstance, event or function in question as may be

reasonably practicable. However, if it is necessary to close the whole of the Club House at short notice, the Board will notify the Participants by email.

72. It is acknowledged that, pursuant to arrangements entered into with the Club, Coaches may be entitled to coach Non-Participants on Club Premises. It is also acknowledged that, for limited periods during weekdays, local school children may be permitted to use some of the Club's Sports Facilities.

#### **ENTRY TO CLUB PREMISES**

73. The Club shall operate and maintain such security (including the use of door entry/membership cards) on the entrances to Club Premises or any part thereof as the Board may, from time to time, decide is appropriate, in order to prevent unauthorised entry. All Participants shall comply with the security arrangements as so implemented and a Participant, who fails to do so, may be refused entry to Club Premises or any part thereof. Whilst a Participant is on Club Premises, s/he will immediately comply with any request, from a Director or Club Employee, that s/he produces evidence and/or establishes that s/he is indeed a Participant.

As part of its overall security arrangements, the Club will position CCTV cameras around the Club Premises, the Clubhouse Building and in the Car Park.

74. A Participant shall not lend his or her door entry/membership card to any other person. If a Participant's said card is lost or stolen, that Participant shall immediately inform the Board. A replacement card will be issued in return for such payment as the Board may, from time to time, decide.

75. Except with the prior approval of a Director in each particular case, no dog (other than a guide or hearing dog) or other pet is permitted on Club Premises.

#### **CARETAKER'S FLAT**

76. The Caretaker's Flat is private and is off-limits to Participants. Except in an emergency or if invited by a Director or the General Manager to do so, a Participant (a) shall not go up the stairs, from the ground floor of the Racquets Pavilion, leading to the Caretaker's Flat; and (b) will not enter the Caretaker's Flat.

#### **FRANCHISES**

77. From time to time, the Club may appoint a franchisee commercially to operate certain facilities (including the Gym) at the Club. A Participant, who wishes to use a franchised facility, may be required to enter into a separate arrangement with the franchisee.

#### **THE BAR**

78. The bar in the Club House ("the Bar") will be operated in accordance with the Licensing Laws. If, at any time, there is any conflict between any of the Rules and the Licensing Laws, the latter will always prevail. Whilst in the Bar, all Participants shall comply with the Licensing Laws.

79. Subject to their being old enough to do so under the Licensing Laws, the only persons entitled to buy alcoholic drinks at the Bar are (a) Participants; (b) Social Guests and Sports Guests; (c) invitees, who are attending an event or function at the Club Premises; and (d) members of visiting sports teams, as referred to in Rule 59 above

80. Without prejudice to Rule 73 above, any Director or Club Employee is entitled to require a proof of age from any person, who is seeking to buy an alcoholic drink at the Bar. If satisfactory proof is not promptly provided, such person shall not be permitted to buy an alcoholic drink.

81. The only alcoholic drinks, which may be consumed on Club Premises, are those that have been purchased at the Bar. This provision may, however, be waived by the Board for a particular event and/or function.

Alcoholic drinks, which are purchased at the Bar, may not be consumed outside the Club House and/or the paved area outside, and in the immediate vicinity of, the Function Room.

82. Unless the Board otherwise determines (either generally or in any particular case), the only food, which may be eaten on Club Premises, is food that has been bought either from the Club or from a franchisee (as referred to in Rule 77 above). However, this Rule shall not apply to energy bars and the like, which are eaten by those playing sport at the Club.

## THE CAR PARK

83. It is an obvious benefit to the Club and the Participants that the Car Park should operate safely, smoothly and efficiently. Each Participant shall co-operate with the Board in order to achieve this objective. Without prejudice to the generality of the foregoing and whilst in the Car Park, each Participant and his or her guests shall drive, or ride, slowly, safely and with due care and consideration for other users of the Car Park (including cyclists and pedestrians). Users of the Car Park will comply with Club notices, as displayed in the Car Park at the relevant time.

84. Participants and their guests may, subject to availability at the relevant time and to such other restrictions as the Board may, from time to time, impose, use the Designated Spaces **PROVIDED THAT** (a) (without prejudice to Rule 73 above) the security barriers or gates, at the entrance to and exit from the Car Park, are operated correctly and closed after use; (b) a single Vehicle must be left in a single parking space and that space must be a Designated Space; (c) except with the prior approval of a Director or Club Employee in each particular case, no Vehicle may remain in the Car Park after the person, who parked it there, has left Club Premises; (d) no Vehicle may obstruct any of the entrances to, or exits from, the Car Park or any other access ways and/or parking spaces in the Car Park; (e) no motor fuel and/or lubricating oil (other than that already inside the fuel tank and engine of the car) shall be brought into the Car Park; (f) no other inflammable, explosive, dangerous or offensive substances may be brought into the Car Park; and (g) except for mechanical repairs in cases of breakdown or other emergency, no Vehicle shall be maintained, repaired, cleaned and/or re-filled with fuel, oil or electricity whilst it is in the Car Park.

85. If, and whenever, a Participant or his or her guest is in breach of Rule 84 above, the Club may take such remedial action (including removing, moving and/or immobilising the offending Vehicle) and/or impose such reasonable penalty as it thinks fit without prior notification to such Participant and/or his or her guest. Such Participant and/or such guest shall promptly (a) indemnify the Club and keep the Club fully and effectively indemnified against any and all costs, claims, demands, liabilities and/or expenses (including fees paid to a contractor), which may be suffered or incurred by the Club as a result of its taking, or having taken, such remedial action; and/or (b) pay the penalty imposed. Without prejudice to Rule 123 below, the Club shall have no liability whatsoever and howsoever arising (whether in contract or in tort, including negligence, or otherwise howsoever) as a result (whether direct or indirect) of any and all loss of and/or damage to a Vehicle which is (or which is in the course of being) removed, moved and/or immobilised pursuant to this Rule.

86. Nothing in Rule 84 above shall prevent a Participant, who is also the lessee or occupier of one of the Flats, from exercising any rights, in respect of the Car Park, which have been properly granted to him or her by the Head-lessee. Rule 85 above is without prejudice to Rule 113 below.

87. If it considers this to be necessary, appropriate and/or commercially advantageous in particular circumstances, the Board may close the Car Park (or any part of it) for a specified, or unspecified, period. The Board will give Participants such advance notice of any such closure (and the reasons for it) as may be reasonably practicable. Rule 71 above shall apply as if the reference therein to (a) Rules 67 and/or 69 was a reference to this Rule 87; and (b) the Club House was a reference to the Car Park.

## THE GYM

88. A Participant may, subject to availability at the relevant time and on satisfactory completion of a health disclaimer form, use the Gym **PROVIDED THAT** (a) (without prejudice to Rule 73 above) the security doors, at the entrance to the Gym, are operated correctly and closed after use; (b) the appropriate Gym

subscription has been paid and/or arranged in advance and (c) an induction has been booked and taken place with the relevant Club Employee and/or Coach.

89. Each Participant acknowledges his/her sole responsibility for their own health and safety during gym activities. A Participant must refrain from using the Gym when unwell or displaying signs of illness. A Participant shall maintain proper hydration during workouts and provide their own water bottle. Upon completion of the relevant health disclaimer mentioned in Rule 88 above, each Participant affirms that they are physically fit to exercise and have not received medical advice preventing or hindering them from doing so. If this changes, they must notify the relevant Club Employee in writing.
90. A Participant shall ensure that all equipment in the Gym is placed back in its designated station to prevent tripping hazards and/or any injury. Without prejudice to the foregoing, a Participant shall use all reasonable endeavours not to jeopardise the safety of any other user of the Gym.
91. The Gym will have a safety alarm system in place to ensure that in the event of an emergency a Participant can call for assistance. These must not be tampered with or used for non-emergency assistance. The door in the basement area of The Gym leading into the Car Park shall not be used at any time other than for evacuation purposes on the event of the Fire Alarm being activated.
92. Relevant Class Bookings will take place either in the Gym or another space in the Club Premises and/or External Areas. These classes can vary from time to time and the pricing will be published on Club notice boards. Participants must pay for Class Bookings in full at the time of reservation. If a Participant cancels a Class Booking within 12 hours or less of the class start time, no refund and/or credit will be made.
93. A Participant should always wipe down the equipment found in the Gym after use. The Club will provide cleaning spray and paper towels. A Participant uses this at their own risk.

## **THE SAUNA AND ICE BATH**

94. The sauna and/or ice bath will open and close as per the times published, from time to time, in The Gym. At its discretion the Club may alter all or any of the said times at any time. The Gym will not be open whenever The Clubhouse is closed.
95. A Participant using the sauna and/or ice bath must follow the rules highlighted on the posters in The Gym and refrain from using any essential oils, scrubs or creams in the sauna. Always use sauna specific water from the designated bucket for the sauna and potable water should be used from the changing rooms to refill this bucket. Always shower before entering the sauna and/or ice bath.
96. Without prejudice to Rule 89 above each Participant acknowledges that a) s/he will use the Sauna and/or ice bath entirely at her/his own risk; b) s/he is responsible for obtaining and following such medical advice as may be appropriate and for keeping that advice updated with regard to changed circumstances; and c) s/he will not use the sauna and/or ice bath whilst under the influence of alcohol and/or if, by so doing, s/he might put any other user at unnecessary risk.

## **PHOTOGRAPHY AND VIDEOGRAPHY**

97. From time to time, the Club may ask for permission to take and publish photos and/or videos whilst a Participant is on Club Premises. These will only be used by the Club for social media platforms and advertising purposes. The Club is entitled to accept verbal agreements as consent to take and publish such photos and/or videos.
98. Each Participant has the right to refuse the publishing and/or capturing of these photos and/or video requests but, once given, such consent may not be withdrawn.

## **DIRECTORS**

99. In accordance with the Articles, no person may be appointed as, or be, a Director unless s/he is a Member. It is the intention that, except in unusual circumstances, no Member shall become a Director until s/he has been a Participant for at least 2 years.
100. By virtue of the fact that s/he is a Director, each and any Director shall be entitled (a) to be present at any and all meetings of a committee or sub-committee of the Club or a section of the Club; and (b) to address such meeting(s). Subject to Rule 130 below, a Director shall not, however, be entitled to vote unless s/he is an actual member of the committee or sub-committee in question.

## **EMPLOYEES OF THE CLUB**

101. For the purposes of the Rules, a “**Club Employee**” is a person who is employed and/or engaged by the Club; whether full-time or part-time and whether on a casual, permanent, or temporary basis.
102. Without prejudice to Rule 103 below, each Participant shall treat each Club Employee and each Coach in a polite and respectful way.
103. Under no circumstances shall any Participant personally reprimand any Club Employee and/or Coach. Any and all complaints against a Club Employee (other than the General Manager) shall be raised, in the first instance, with the General Manager. Any and all complaints against a Coach shall be raised, in the first instance, with the relevant Sports Committee. If a complainant is dissatisfied with the response of the General Manager or a Sports Committee to his or her complaint, s/he may raise the matter with the Board. If a Participant has any complaint against the General Manager, s/he may raise the matter with the Board.
104. Except with the prior approval of the Board in each particular case, no Participant shall give any monetary gratuity to any Club Employee. This Rule shall not, however, preclude the Board from collecting money and/or other gratuities for all or any Club Employees.

## **BEHAVIOUR**

105. Whilst on Club Premises, in the Car Park, on the External Areas and/or in the vicinity of the Clubhouse Building:
  - (A) a Participant shall promptly obey the lawful directions of a Director and/or a Club Employee; and;
  - (B) no Participant shall do any act or thing which (a) is illegal under the laws of England; (b) is immoral; (c) constitutes a nuisance or annoyance (whether to other users of Club Premises, the Car Park, the External Areas and/or to the Club’s neighbours); (d) adversely and unreasonably affects the enjoyment of Club facilities by any other Participant; (e) adversely and unreasonably affects the quiet enjoyment by one, or more, of the Club’s neighbours of his or her home and/or property.
 Whilst on Club Premises, in the Car Park and/or on the External Areas, each Participant shall act reasonably and shall have due and proper regard for the safety of all the other users of the relevant area.
106. Without prejudice to the generality of Rule 105 above, the following behaviour is not permitted anywhere on Club Premises, in the Car Park, on the External Areas and/or in the vicinity of the Clubhouse Building
  - (a) drunkenness; (b) the use of loud and/or abusive language; (c) swearing; (d) unseemly, disorderly and/or violent conduct; (e) the introduction and/or use of any illegal substance (as defined by law); and/or
  - (f) discrimination on the grounds of colour, sex, nationality and/or fundamental beliefs.
 Without prejudice to Rule 113 below, a Participant, who is in breach of this Rule, may immediately be expelled from the Club Premises.
107. No Participant shall leave, or deposit, any rubbish or litter on Club Premises, in the Car Park, and/or on the External Areas, except in a designated receptacle.
108. Whilst on Club Premises, in the Car Park, and/or on the External Areas, Participants may only smoke in specifically designated areas where smoking is permitted. Except with the prior consent of the Board
  - (a)

bicycles and/or scooters may not be brought into any part of the Clubhouse and/or the corridor leading from the main entrance on Broomhouse Lane to the Clubhouse; and (b) Children's scooters, skateboards and the like may not be ridden anywhere on Club Premises and/or in the Car Park.

109. When entering or leaving the Club Premises and/or the Car Park, each Participant shall demonstrate a due and proper regard for the rights and interests of the Club's neighbours and will avoid causing any nuisance and/or disturbance. This Rule 109 shall also apply to a Participant, who is entering or leaving the Clubhouse Building and/or who is in the vicinity of the Clubhouse Building.
110. Pursuant to Rules 54 and 61 above, Rules 105 to 109 (inclusive) above shall apply to each Guest and each Invitee as if s/he were a Participant. Each Participant, who is involved in a match with a visiting sports team, will use reasonable efforts to ensure that each member of the visiting sports team also complies with the said Rules.
111. It is the duty of each Participant to report, to the Board, each and any breach of Rules 105 to 109 (inclusive) above, which that Participant becomes aware of.

## **DISPUTES BETWEEN PARTICIPANTS**

112. The Board shall investigate any dispute on any Club matter, which is between 2 or more Participants and which is referred to, or brought to the attention of, the Board. Following such investigation, the Board's decision on the matter shall be final.

## **POWER OF THE BOARD TO REPRIMAND, SUSPEND OR EXPEL PARTICIPANTS**

113. The Board shall have absolute power to:
  - (a) reprimand;
  - (b) suspend the Participation rights of; and/or
  - (c) expel from Membership and/or Associate Membership of the Club

each and any Participant, who has breached any of the Rules and/or whose conduct (in whatever capacity and whether inside or outside Club Premises), has, in the Board's opinion, prejudiced the character or interests of the Club. Any Participant, who receives at least 7 clear days' prior written notice, signed by the chairman of the Board and containing a statement of the complaint(s) arising, shall attend before the Board as directed. If the Participant in question does not so attend for any reason, the Board shall be entitled to make its decision in his or her absence. The decision of the Board shall be final, but a majority of at least two-thirds of the directors present shall be required to effect suspension and/or expulsion.

114. For the avoidance of any doubt, it is acknowledged that Rule 113 above shall apply to any Participant, who is deemed to have breached the Rules, in accordance with Rule 58 above. As regards the subscription already paid by a Participant for the Club Year in which s/he is suspended or expelled, Rule 33 above shall apply **PROVIDED THAT** the suspension or expulsion shall never, of itself, constitute exceptional circumstances.

## **INDICTABLE OFFENCES AND BANKRUPTCY**

115. Each and any Participant, who has been convicted of an indictable offence (whether or not s/he intends to lodge an appeal) or has been adjudged bankrupt or made a composition or arrangement with his or her creditors under the provisions of any statute, shall report that conviction, adjudication, composition and/or arrangement to the Board within 14 days of the same having occurred.
116. If a Participant has been convicted of an indictable offence, then, once the time for lodging an appeal has passed or (if an appeal against that conviction has been lodged) after such appeal has been dismissed, that Participant shall automatically cease to be a Participant.

- 117. If a Participant shall be adjudged bankrupt or make a composition or arrangement with his or her creditors as above, then that Participant shall automatically cease to be a Participant 14 days after such adjudication, composition and/or arrangement was made.
- 118. Rules 115 and 117 above shall apply to a Corporate Member as if references to bankruptcy, a composition and/or an arrangement were references to the appointment of a receiver, manager and/or liquidator over the whole, or any part, of that Corporate Member's assets.

If a Family Member ceases to be a Participant (in accordance with Rules 113 to 117 inclusive above), all members of the same Family Unit shall simultaneously cease to be Participants.

If a Corporate Member ceases to be a Participant (in accordance with Rules 115 and/or 117 and/or this Rule), all of its Nominated Persons shall simultaneously cease to be Participants.

- 119. The Board may waive the application of Rules 115 to 118 (inclusive) above in each and any particular case and, in granting such waiver, the Board may impose such conditions as it thinks fit.

## **PROPERTY OF THE CLUB**

- 120. Except with the prior consent of the Board in each particular case, no Participant shall remove any property of the Club from Club Premises.
- 121. Each Participant shall take all reasonable steps to safeguard and protect the property of the Club. Promptly upon demand from the Board, each Participant shall reimburse the Club for the full cost of repairing and/or replacing any and all property of the Club, which such Participant shall have damaged and/or destroyed. The provisions of this Rule are without prejudice to the provisions of Rule 113 above.

## **PARTICIPANTS' PROPERTY**

- 122. Whilst s/he is not on Club Premises, no Participant shall keep or store any of his or her property on Club Premises, except in a locker specifically provided by the Club for that purpose. Each Participant shall fully comply with all terms and conditions, which may be imposed by the Board, on the use of such lockers and such terms and conditions, as from time to time in force, shall form part of the Rules. The Club reserves the absolute right to open any locker (whether by force or otherwise) if it considers that the need to do so has arisen. If such need has arisen due to a breach of the Rules by a Participant, that Participant shall promptly, upon demand by the Board, reimburse the Club for the cost of repairing and/or replacing the locker in question.
- 123. The Club shall have no liability whatsoever and howsoever arising (whether in contract or in tort, including negligence, or otherwise howsoever) as a result (whether direct or indirect) of any and all loss of and/or damage to the property of each and any Participant whilst such property is on Club Premises and/or in the, the Car Park and/or on the External Areas. Without prejudice to the generality of the foregoing and for the avoidance of any doubt, this Rule shall apply regardless of whether such property is, or is not, stored in one of the lockers referred to in Rule 122 above.
- 124. Without prejudice to any other provision of the Rules, in Rule 123 above (a) the expression "Participant" shall also refer to a Sports Guest and/or a Social Guest; and (b) the expression "property" includes clothes, money, bankcards, valuables, jewellery, sports equipment and Vehicles.

## **THIRD PARTY PROPERTY**

- 125. A Participant ("**the Relevant Participant**") shall indemnify the Club and keep the Club fully and effectively indemnified against all and any costs, claims, demands, liabilities and/or expenses whatsoever, which may be suffered or incurred by the Club as a result of each and any loss of and/or damage to the property of a third party, which is caused (whether directly or indirectly) by the act or default of the Relevant Participant and/or a guest of the Relevant Participant, in the Club Premises, the Car Park and/or

on the External Areas. For these purposes, a third party includes another Participant, the Head-lessee and the occupiers of the Flats and/or their visitors.

## **SPORTS COMMITTEES**

126. The day-to-day management of each sports section at the Club shall be vested in a committee, which will be elected by the Participants in that section from amongst their own number. Each such committee is referred to, in the Rules, as a "**Sports Committee**".
127. To the extent that it has not already done so, each Sports Committee shall formulate a constitution for itself **PROVIDED THAT** no such constitution shall be adopted unless, and until, the Participants in the relevant sports section and the Board have approved it. Once so approved, such constitution shall be adopted and adhered to and shall automatically form part of the Rules. Once adopted, a constitution may only be amended, supplemented and/or replaced with the prior approval of (a) the Participants in the relevant sports section; and (b) the Board.
128. Each Sports Committee shall organise and hold functions, events, tournaments, leagues, competitions, matches and social sports for the section, which it represents. A Non-Participant shall not be entitled to take part in any such tournament, league, match and/or competition. On a pre-determined, limited basis, a prospective Participant may be allowed to take part in social sports.
129. Subject to the prior approval of the Board, each Sports Committee shall also formulate and apply rules and regulations relating to relevant matters. Such relevant matters will include (a) a dress code; (b) assessment of playing standards; (c) a system for booking the relevant sports facilities in advance; (d) if lights might be used, a method of paying for lights used; (f) limitations on the acceptability of Sports Guests; and/or (g) conduct and behaviour whilst participating in the relevant sport. Once established and approved, such rules and regulations shall be adhered to and shall automatically form part of the Rules.
130. If a Sports Committee consistently fails to perform any of its above functions and the Board believes that such failure is detrimental to the interests of the relevant sports section and/or to the Club as a whole, the Board may co-opt any number of willing Participants (who may also be Directors) to that Sports Committee. Notwithstanding anything contained in Rule 101 above, the co-opted Participants may convene meetings and may attend, speak and vote at any meeting of the Sports Committee in question.

## **RECEIPTS AND EXPENDITURE**

131. Except as otherwise agreed by the Board in each particular case, any and all money, which is paid:
  - (a) in return for the use of Club Premises, the Car Park and/or any other property of the Club;
  - (b) for the purchase of tokens for the lights on the squash courts and/or the tennis courts;
  - (c) as a guest fee; and/or
  - (d) as an entrance, or participation, fee for any event, function, tournament, raffle, quiz, competition and/or the like, which is held on Club Premisesbelongs to the Club. Any Participant, who receives any such money (whether personally or on behalf of a Sports Committee or organising committee), shall immediately account to the Club for the full amount of the same.
132. Except with the prior authorisation of the Board (either generally or in a particular case), no Participant has any authority to, and s/he shall not, make any payment and/or incur any obligation whatsoever on behalf of the Club.

133. Without prejudice to Rule 130 above, a Participant, who does make a payment on behalf of the Club, shall promptly provide the Club with a receipt from the supplier of the relevant goods or services. Whenever the payment includes VAT, that receipt shall be a valid VAT receipt.
134. Without prejudice to Rule 111 above, a Participant, who is in breach of Rules 129, 130 and/or 131 above, shall indemnify the Club and shall keep the Club fully and effectively indemnified against any and all costs, claims, demands, liabilities and/or expenses whatsoever, which may be suffered or incurred by the Club as a result of such breach.

#### **SAFETY AND PROCEDURES**

135. A Participant, who becomes aware of the same, shall immediately inform a Director or a Club Employee of any event, circumstance and/or situation, which might reasonably be expected to endanger and/or adversely affect the health and/or safety of each and any person, who is on Club Premises, in the Car Park and/or on the External Areas.
136. Each Participant and each Sports Guest acknowledges the risks involved in playing any sport and, by so participating, voluntarily accepts the same.
137. Without prejudice to the generality of Rule 136 above, it is accepted that, in certain weather conditions, tennis courts may become slippery and that Participants and Sports Guests play at their own risk. If a Sports Guest, who has come to the Club in order to play tennis, decides that the court is unsafe and that s/he will not play, the guest fee paid by that Sports Guest for that visit shall be refunded **PROVIDED THAT** such Sports Guest reports his or her decision to the reception at the Club within 30 minutes of arriving at the Club and (unless s/he pays a guest fee for another activity at the Club) immediately leaves Club Premises.
138. If a Participant or his or her guest is injured whilst on Club Premises, the Participant shall immediately (and before leaving Club Premises) report the same to a Director or Club Employee, in order that the appropriate record may be kept.
139. The Procedures, as in force at the relevant time, form part of the Rules.

#### **SUGGESTIONS AND COMPLAINTS**

140. A Participant, who has a suggestion or complaint to make about any Club matter, should use the “suggestions/complaints” book, which is available in the Club House.

#### **SIGNS AND NOTICES**

141. Except with the prior consent of the Board in each particular case, no Participant shall put up or display any sign, notice and/or advertisement anywhere on Club Premises, in the Car Park and/or on the External Areas **PROVIDED THAT** this Rule shall not apply to (a) notices, which are put-up by a Sports Committee on a notice board designated for use by its section; and/or (b) any advertisement, which is permanently affixed to any commercial Vehicle that is properly parked in the Car Park.
142. Whenever, in accordance with the Rules, a Participant is required or obliged to report to, give notice to, notify and/or inform the Board on, or with regard to, any fact or matter, that Participant shall do so in writing and shall either send or deliver the same to the Club House or send the same, by email, to the Club’s email address.

#### **DISPLAY OF THE RULES**

143. The Rules (together with each and any Addendum) are displayed on the Club’s website and a copy of the Rules is available in the Club House. Ignorance of the Rules (or any of them) will never be an excuse for a breach of any of the Rules.

