

# Home House

## Rules of The Club

### PART I: PREAMBLE

#### NAME AND OBJECT OF THE CLUB

1. i) The name of the Club is Home House ("the Club")
- ii) The address of the Club is Home House, 20 Portman Square, London W1H 6LN
- iii) The object of the Club is to establish, maintain and conduct a club for the enjoyment and accommodation of its invited members and guests, and to provide for them such facilities as the Directors are able to provide at No. 19, 20 and 21 Portman Square and other such associated buildings as may be, and become available.

#### CONSTITUTION

2. i) The Club is a proprietary club, the proprietor of which is Berkeley Adam Limited. Berkeley Adam Limited ("the Company") is a private limited company owned by its shareholders.

### PART II: MEMBERSHIP OF THE CLUB

#### MEMBERSHIP

3. i) Membership of the Club will be by invitation only.
- ii) The Club shall consist of Life members, Honorary members, Ordinary members, Intermediate members, Overseas members, Out of Town members, Corporate members, Young members, Social members and Temporary members.
- iii) Other categories may be added as and when the Membership Committee decide.

#### LIFE MEMBERS

4. 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 and the terms thereof to be ratified by the Board of Directors of the Company.

#### HONORARY MEMBERS

5. i) The Membership Committee may invite to become an Honorary member any person who in the opinion of the Membership Committee :-
  - a) has rendered specially 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 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.
- iii) An Honorary member shall not pay a joining fee or annual subscription. In the event of a dissolution 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.

#### **ORDINARY MEMBERS**

6. i) A person shall not be eligible for election as an Ordinary member unless they have attained the age of 18 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.
- iii) An Ordinary member may introduce an additional Ordinary member – spouse, partner, sons and daughters only – living at the same address without joining fee at a special concessionary rate.
- iv) In the event of a dissolution 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.

#### **INTERMEDIATE MEMBERS**

7. i) A person may be eligible for election as an Intermediate member if they have attained the age of 30 years and are under 35 years of age.
- ii) An Intermediate member must notify the Membership Committee in writing immediately they cease to qualify as an Intermediate member, and the balance of their full subscription (if any) as a member shall become due and be paid to the Club within one calendar month of their ceasing to be an Intermediate member.
- iii) In the event of a dissolution of the Club Intermediate 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.

#### **OVERSEAS MEMBERS**

8. i) A person may be eligible for election as an Overseas member if their principal private residence is outside the UK and they have attained the age of 18 years.
- ii) An Overseas member must notify the Membership Committee in writing immediately they cease to qualify as an Overseas member, and the balance of their full subscription (if any) as a member shall become due and be paid to the Club within one calendar month of their ceasing to be an Overseas member.
- iii) In the event of a dissolution of the Club Overseas 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.

#### **OUT OF TOWN MEMBERS**

9. i) A person may be eligible for election as an Out of Town member if their principal private residence is more than 25 miles from Portman Square, London W1 and they have attained the age of 18 years.
- ii) An Out of Town member must notify the Membership Committee in writing immediately they cease to qualify as an Out of Town member, and the balance of their full subscription (if any) as a member shall become due and be paid to the Club within one calendar month of their ceasing to be an Out of Town member.
- iii) In the event of a dissolution of the Club Out of Town 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.

#### **CORPORATE MEMBERS**

10. i) A person shall not be eligible for election as a Corporate member unless they have attained the age of 18 years and three or more people elect to become or already are members.
- ii) A person becomes a Corporate member on being elected as such by the Membership Committee and recommended by their employing company 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) Should an individual Corporate members leave their place of employ, their membership to the Club will automatically expire. Under such circumstances a person may re-apply for membership of the Club using the usual application process.
- iv) Corporate Membership does not allow all members of a company to use the facilities of the Club; only the nominated employees elected by the Membership Committee will be allowed access to the Club.
- v) In the event of a dissolution of the Club, Corporate 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.

#### **YOUNG MEMBERS**

11. i) A person may be eligible for election as a young if they have attained the age of 18 years and are under 30 years of age.
- iv) A young member must notify the Membership Committee in writing immediately they cease to qualify as a young member, and the balance of their full subscription (if any) as a member shall become due and be paid to the Club within one calendar month of their ceasing to be a young member.
- v) In the event of a 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.

#### **TEMPORARY MEMBERS**

12. i) The Membership Committee may, on the recommendation in writing of any member, invite a person who is a temporary visitor in England to become a Temporary member for such period as the Committee may allow. No one may be a Temporary member:
- a) with less than 24 hours written notice to the Membership Committee
  - 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 Membership Committee's discretion, to pay a one off fee instead of a subscription.
- iii) The Membership Committee may at any time withdraw a persons temporary membership.

### **SOCIAL MEMBERSHIPS**

13. i) A person may be eligible for election as a Social member if they have attained the age of 18 years and are under 30 years of age.
- ii) Social members are granted access to the Club's facilities after 6pm Monday thru Friday and all day on Saturday and Sundays, excluding the gym.
- vi) A Social member must notify the Membership Committee in writing immediately they cease to qualify as a social member, and the balance of their full subscription (if any) as a member shall become due and be paid to the Club within one calendar month of their ceasing to be a Social member.
- vii) In the event of a dissolution of the Club, Social 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.

### **ELECTION OF CANDIDATES**

14. i) Every candidate must be proposed by a 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.

### **ELECTION PROCEDURE**

15. 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.

### **RESIGNATION**

16. i) A member may resign at any time by giving notice in writing to The Chairman of the Membership Committee, but shall not be entitled to any refund of annual subscription or joining fee.

### **SUSPENSION AND EXPULSION**

17. i) If, in the opinion of the Company or the Membership Committee, a member has persistently infringed the rules or by 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 an explanation (satisfactory to the Membership Committee and the Company) 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. The member's name will be posted on the Front Hall notice board.

- iii) Except with the written consent of the Company, no member shall introduce as a guest at the Club a person who has been suspended, required to resign or expelled, or whose name has been struck off the register of members, either for non payment of subscription or for any other reason, or has not been re-elected.
- iv) In the case of serious breaches of the rules or serious misconduct 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.
- vi) No refunds will be granted for membership subscriptions or joining fees

#### **CESSATION OF MEMBERSHIP**

19. i) If a Member:
- a) is sentenced to imprisonment, whether or not suspended, they shall forthwith cease to be a member of the Club
  - b) 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.
- ii) No refunds will be granted for membership subscriptions or joining fees
- 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**

#### **JOINING FEE**

20. i) A person elected as a member shall pay a joining fee of the amount then in force within 30 days after notice of their election has been sent to them by the Club.
- ii) The amount of the joining fee shall be fixed from time to time by the Company; and any amount so fixed shall continue in force until the Company decides on a variation.

#### **LIABILITY FOR ANNUAL SUBSCRIPTION**

21. i) Except as provided by these Rules every member shall pay a subscription for each year at the rate applicable for them that year.
- ii) The rates of subscription for each year shall be fixed from time to time by the Company before December 1<sup>st</sup> 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.

#### **PAYMENT OF ANNUAL SUBSCRIPTION**

22. i) A member may (at their option) pay the current annual subscription:
- a) in a single lump sum equal to the current annual subscription; or
  - b) by equal monthly direct debit mandate.

#### **LIABILITY ON CESSATION OF MEMBERSHIP**

23. 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 members subscription.

#### **ARREARS**

24. i) If a member fails to pay any amount due from him to the Club or the Company (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 their membership.
- ii) The Company reserves the right to charge interest at the rate of 2½% above the Bank of England base rate per month on any overdue amounts.

#### **LIFE MEMBERSHIP**

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

### **PART IV: MANAGEMENT OF THE CLUB**

#### **MANAGEMENT OF THE CLUB**

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

#### **THE MEMBERSHIP COMMITTEE**

27. 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**

28. i) The Company may make bylaws for the regulation and management of the Club and may amend or revoke any bylaws so made; but no bylaw shall be inconsistent with these Rules.

#### **BINDING EFFECT OF RULES AND BYLAWS**

29. i) Every member shall be bound by these Rules and by any bylaws made under rule 28.

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

#### **CONDUCT OF MEMBERS**

- 30. 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 members, 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.
- ii) A member shall not:
  - a) use the Club for the purposes of any trade, profession or business or in a manner prejudicial to the Club'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.
- iii) 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 neighbours or otherwise.

#### **TRANSACTIONS IN WHICH MEMBERS INTERESTED**

- 31. 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.

#### **MEMBERS ADDRESSES AND NOTICES**

- 32. i) Every member shall promptly inform the Chairman of the Membership Committee of any change of home address or of their bank details.
- ii) Any notice documents or communication to be 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.

#### **MEMBER'S PROPERTY**

- 33. i) Property entrusted by a member or their guest/guests to a member of the Club or the Company's 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 Club shall not be liable for any loss of, or damage to, such property or for any consequential loss or damage or loss of profits of any description.

#### **CLUB STAFF**

- 34. i) A member shall not at any time employ a member of the Club or the Company's staff outside the Club, except with the written permission of the Membership Committee or a Director of the Company.

#### **COMPLAINTS**

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

#### **RECIPROCAL ARRANGEMENTS**

36. 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: BYLAWS**

#### **HOURS**

37. 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 restoration, or any other reason appearing to the Company to justify temporary closure.

#### **MEALS AND REFRESHMENTS**

38. i) Meals and refreshments may be ordered within the times specified by the Company and can be varied from time to time.
- ii) No table shall be kept for a member.

#### **ALCOHOLIC BEVERAGES**

39. 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.

#### **BEDROOMS**

40. 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.

#### **CHILDREN**

41. i) Children under the age of 16 years will not be permitted into the Club.
- ii) By prior arrangement with the Club Management children may be permitted to attend previously arranged private parties or reside in bedrooms and suites.
- iii) Children will be permitted, when accompanied by their parents, during the weekends or public holidays.

#### **CORKAGE**

42. 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 alcohol on to the premises without the prior written permission of the Company or its representative.

#### **DEPOSITED LUGGAGE**

43. i) A member may not deposit luggage for store at the Club unless specifically agreed in writing by the Club Management.



#### **DRESS CODE**

44. i) Members and their guests should be appropriately dressed in the Club. Whilst there is no specific standard or code the Company reserves the right to refuse admission to the Club if the standard of dress is considered to be inappropriate.

#### **DRUGS & ILLEGAL SUBSTANCES**

45. 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.

#### **GAMING**

46. i) No betting, wagering, game with dice (except Backgammon for no stake) or gaming shall take place on the Club premises, nor shall any game of hazard or chance be played.

#### **IRRITATING GADGETS**

47. i) The use of mobile phones is permitted throughout the Club save that in the restaurant members are requested to use the silent, meeting or vibrate mode to avoid nuisance to other diners.
- ii) Members who use mobile phones, causing nuisance to other members and their guests, will have their equipment confiscated or may be asked to leave the Club.
- iii) The use of laptop computers is not permitted in the restaurant or health spa.
- iv) Radios and personal stereos 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.

#### **NEIGHBOURS**

48. 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.

#### **PAYMENTS**

49. i) Members may pay for services and goods supplied by using cash, credit or charge card. Cheques up to the value of the cheque guarantee card will be accepted.

#### **PETS**

50. i) A member may bring a dog into the Club. Dogs must be accompanied by the member at all times. The Club reserves the right to refuse entry to badly behaving dogs.
- ii) No other pets are allowed.

#### **PHOTOGRAPHY**

51. i) The taking of photographs or digital images is not permitted without the permission in writing of the Duty Manager.

#### **POST**

52. i) Members are discouraged to collect mail at the Club. 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 and the Company will not take responsibility for post received or delivered.

#### **PRIVATE PARTIES**

53. 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 it deems fit. No member shall be entitled to a refund of any part of their joining fee or subscription fee in the event of such closing.
- iii) From time to time the Club Management 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.

#### **SMOKING**

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

#### **USE OF THE CLUB ADDRESS**

55. 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.

#### **VISITORS**

56. i) Members may entertain a maximum of three guests on any visit unless a private party or restaurant reservation has been confirmed or a greater number of guests has been previously agreed with the Duty Manager of the Club.
- 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 Health Spa.

#### **INTERPRETATION**

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