



THE ARTS CLUB

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RULES OF THE CLUB

1. NAME

The name of the Club is The Arts Club ('the Club').

2. OBJECT OF THE CLUB

The object of the Club is the provision of facilities and amenities of a club, run on commercial principles, for the purpose of facilitating the social intercourse of persons connected with or interested in Art, Literature or Science.

3. DEFINITIONS AND PRIMARY CONCEPTS

3.1 The Club is a proprietary club, the proprietor being The Arts Club (London) Limited, ("the Company"). The Company is a private limited company owned by its shareholders.

3.2 The Club premises are situated at 40 Dover Street, London W1S 4NP or such other premises as the Company may provide.

- 3.3 The Company is responsible for providing the Club with premises and all necessary facilities for carrying on the Club in accordance with the objects and rules.
- 3.4 The Members of the Club are under no financial liability by reason of their membership of the Club save the entrance fee, annual subscription, accommodation and food and beverage charges.
- 3.5 For the purposes of these Rules, “the Board” means the Board of Directors of the Company from time to time and “Director” means a member of the Board of Directors from time to time.

4. PATRON AND PRESIDENT

- 4.1 The Board may appoint either, or both, a Patron and President to represent the Club.
- 4.2 The Board may appoint a President and two Vice Presidents, being distinguished persons from the Arts, Literature or Sciences.

5. THE CHAIRMAN

- 5.1 The Chairman of the Company shall be Chairman of the Club (“the Chairman”).

6. THE SECRETARY

- 6.1 The Chief Operating Officer of the Company acts as the Secretary of the Club (“the Secretary”) and is responsible for the proper running of the Club on a day to day basis as determined by the Board.
- 6.2 In these Rules the expression “the Secretary” includes any person appointed by the Board to perform any of the duties of the Secretary.

7. ADVISORY BOARD

- 7.1 An Advisory Board may be appointed by the Company from time to time to support and promote the development of the Club in the Arts world.
- 7.2 Membership of the Advisory Board is granted at the discretion of the Company and may be terminated at any time.

8. MEMBERSHIP COMMITTEE

- 8.1 A Membership Committee (“the Committee”) may be appointed by the Company to promote the interests of the Club.
- 8.2 Such Committee has authority, as prescribed by the Board from time to time, over matters relating to membership.

8.3 Membership of the Committee is granted at the discretion of the Company and may be terminated at any time.

9. MEMBERSHIP

9.1 The Club shall consist of Full Members, Second Members, Overseas Members, Young Members, Honorary Members and Temporary Members.

9.2 Other than in the case of existing Members of the Club, hotel residents shall be classed as Temporary Members for the duration of their stay at the Club.

9.3 Membership of the Club will be by invitation only.

9.4 Every candidate for membership must be at least 21 years of age.

9.5 No employee or former employee of the Company shall be elected a Member of the Club without the consent of the Secretary.

9.6 The Company may from time to time add additional categories of membership or amend the conditions attaching to each category of membership. Any such addition or amendment shall be posted on the website for at least 14 days prior to its implementation.

9.7 Each Member whatever his category shall in common with all other Members enjoy equal rights and privileges of the Club subject to the provisions of these Rules and as the Company may from time to time determine.

9.8 If the criteria governing the membership category of a Member are no longer applicable to him he shall notify the Secretary forthwith so that the appropriate change of category can be made and at his next renewal date following such change he shall become liable to pay the subscription rate applicable to such new category.

10. FULL MEMBERS

- a) Full Member: thirty years of age or above on the date the application form is received by the membership office;
- b) Young Member: 29 years old or below on the date the application is received by the membership office; proof of age required;
- c) Second Person Member: a spouse or partner sharing the same residential address as a Full Member; Second memberships may not be joined to a Young membership; proof of address required.

11. HONORARY MEMBERS

11.1 Election by the Membership Committee:

The Membership Committee may invite to become an Honorary Member any person who in the opinion of the Membership Committee:

- a) has rendered exceptional service or benefit to the Club;
- b) will render exceptional service or benefit to the Club;
- c) is a distinguished Member of the art community or
- d) is a representative of an associated or affiliated club.

11.2 Election by the Company:

The Company shall have the power to elect any person it thinks proper (including a Full Member) to be an Honorary Member.

11.3 An Honorary Member shall be entitled to full use of the Club premises and facilities subject to these Rules.

11.4 An Honorary Member shall not pay a joining fee or annual subscription.

11.5 A Full Member offered Honorary Membership shall on accepting such offer be deemed to have ceased to be a Full Member but shall not be entitled to be reimbursed a proportionate part of the annual subscription in the year and for as long as he is an Honorary Member, no annual subscription shall be payable.

11.6 Honorary Membership is granted for a period of 12 months. Upon the expiry of such period each Honorary Member shall be elected annually unless the Company resolves not to re-elect such an Honorary Member.

11.7 Honorary Membership is granted at the discretion of the Company for a period of one year and may be terminated at any time.

12. PROCEDURE FOR APPROVAL AND ELECTION OF MEMBERS

12.1 The name and particulars of every candidate applying for membership shall be entered on a form provided by the Secretary. A candidate must supply a photograph and such further information concerning himself and his candidature as the Secretary may request.

12.2 Every candidate for membership shall be supported by a proposer and seconder, both of whom shall be Members of the Club and each of whom if required by the Secretary shall send to the Secretary a letter in support stating how long he has known the candidate and giving relevant information in support of his belief that the candidate is qualified for membership by virtue of his connection with, or interest in, the Arts, Literature or Sciences and is likely to be welcomed by and agreeable to the Members.

12.3 The names, place of residence and occupation of candidates, with the names of their proposers and seconders, shall be posted on the notice board in the Club house for at least forty eight hours before the Secretary and Membership Committee is due to consider their applications.

- 12.4 A candidate is required to meet Members of the Membership Committee unless the Secretary decides in any particular case that such a meeting is not required.
- 12.5 The election of Members shall be by the Committee, who shall decide by secret ballot if necessary; one vote against a candidate shall exclude.
- 12.6 No reason shall be given to any candidate in the event of their non election.
- 12.7 Upon approval by the Committee the Secretary shall notify the candidate that he has been elected a Member of the Club conditional upon him complying with this clause and supply him with a copy of these Rules and shall request him to deliver to the Secretary the following:
- a) his joining fee together with the current subscription at the rate appropriate to his category of Membership.
 - b) a completed direct debit form for future subscriptions.
- 12.8 Failure to comply with the provisions of clause 12.7 hereof within one month of notification shall result in cancellation of such candidate's conditional right to become a Member unless he can explain the reason for the delay to the satisfaction of the Committee.
- 12.9 The Committee shall have the power to extend the periods for complying with the provisions of clause 12.7 hereof for as long as it thinks fit.

- 12.10 On complying with the provisions of clause 12.7 above, the name of the candidate will be entered in the list of Members as a Member and forthwith will be entitled as a Member to all the benefits and privileges of the Club and will be deemed to have agreed that he will be bound by these Rules, and all subsequent amendments thereof.
- 12.11 The membership of any new Member of the Club will be subject to ratification by the Company. If the Company does not ratify such Member, they must give notice to him and he shall immediately cease to be a Member and shall not be eligible for reconsideration as a candidate for a period of one year from the date of rejection.

13. FEES AND SUBSCRIPTIONS

- 13.1 The joining fee payable by a Member shall be such amount as the Company shall from time to time determine.
- 13.2 The annual subscription for each of the various categories shall be in such amount as determined by the Company and payable annually on a fixed date as determined by the Company, which shall not be altered.
- 13.3 The Committee may apply an increase on any rate to the current Member at any time but not before their next renewal date.

- 13.4 The Company may charge an additional administration fee for collection other than by Direct Debit.
- 13.5 If a Member shall for any reason cease to be a Member before the whole of the subscription for the current year shall have been paid, then the unpaid balance shall immediately become payable.
- 13.6 If a Member, having paid the subscription in advance for the year, shall for any reason cease to be a Member before the expiry of that year, he shall not be entitled to be reimbursed any part of that annual subscription.
- 13.7 The Company however, may, at its discretion, waive or reduce the subscription of any Member or former Member.
- 13.8 In the event of a former Member applying to rejoin the Club the Company will waive the entrance fee and may apply the current annual subscription rate applicable.
- 13.9 Current rates of subscription for each of the membership categories of shall be available on the website for inspection.
- 13.10 Except as otherwise decided by the Company every Member shall in order to provide for payment of his subscription complete and deliver to the Secretary and when required renew and at all times keep in being a Direct Debit Mandate.

13.11 If a Member fails to pay any amount due from him to the Company or the Club within 30 days from the due date for payment, then the Company will reserve the right to suspend or terminate the membership, and will apply the current annual subscription rate to any future memberships held by the Member.

14. RENEWALS

14.1 Renewal dates are set on the first day of the month of election and recur annually; this date may not be changed.

14.2 Renewals are not automatic and are reviewed annually by the Committee; their decision is final and may be not be appealed. No reason for terminating a membership will be given.

14.3 If a Member fails to pay any amount due from him to the Company or Club within 30 days from the due date for payment, then the Company will reserve the right to suspend or terminate the membership, and will apply the current annual subscription rate to any future memberships held by this Member.

14.4 Upon attaining the age of 30, Young Members will transfer to the Full Membership category and its current applicable subscription at their next renewal date.

14.5 For a Second Member, his associated Full Member must still be a fully paid existing Member to maintain the Second subscription rate. If not, the Second Member will revert to the Full rate applicable at the time of his next renewal and no longer be deemed a Second

Member. The Committee reserves the right to request proof of address on the annual renewal date. Second Members are required to inform the Secretary in writing of any change in circumstance which would no longer render him a Second Member, and the change in rate will apply at his next renewal date.

15. MEMBERS' ADDRESSES

Every Member shall promptly inform the Secretary of any change of his address or of his bankers.

16. ADMISSION

16.1 Members and guests will be admitted to the Members' areas of the Club during normal hours of admission.

16.2 Members must present their membership card and sign in the book provided at the front desk and must legibly mark the name/s of their guest/s.

- 16.3 No person under the age of 18 will be admitted to the Club without the prior written permission of the Secretary or manager on duty, other than on Saturday and Sunday between 8.00am and 6.00pm.
- 16.4 Members must accompany guests introduced by them during the period of their stay in the Club. Members may not be separated from their guests within the Club or allow their guests to remain on the premises in the absence of the host Member. Members are responsible for their conduct and must ensure guests abide by the Rules of the Club.
- 16.5 The Secretary may determine that on certain days Members may not be admitted to the Club or any part thereof to provide for the closure of the Club at Christmas, on Bank Holidays and for exclusive private hire.
- 16.6 The Company or Secretary may refuse admission to the Club any person in its absolute discretion and without giving any reason.
- 16.7 No person under 21 years of age is allowed in the Nightclub other than at a private event, if previously authorised by the Secretary.

17. DISCIPLINE OF AND EXPULSION OF MEMBERS

- 17.1 A Member may resign his membership at any time by letter or email delivered to the Secretary at the Club address.
- 17.2 The Company or Secretary may expel any Member, guest or stranger for breach of the Club rules at any time.
- 17.3 The Company or Secretary may expel from the Club (or suspend from membership for a specific period) any Member whose conduct, in the opinion of the Company or Secretary, might be injurious to the character or interests of the Club or render him unfit to associate with Members of the Club.
- 17.4 Before a Member is expelled or suspended, the alleged offender's conduct must be inquired into and the person involved is required to send a written statement of events to the Secretary and to justify or explain his behaviour.
- 17.5 Having inquired into the events, if the Company or Secretary is of the opinion that the Member is guilty of such conduct as mentioned above and has failed to justify or explain it satisfactorily, it/he may either expel or suspend the offender at its/his discretion. The Member shall be disbarred from the Club while so suspended from membership.

- 17.6 Nothing here shall prevent the Company or Secretary, from requesting a Member to resign and if such a request is complied with within fourteen days, no resolution of expulsion shall be proposed.
- 17.7 A Member expelled forfeits all the privileges of membership without claim for any refund of subscription or joining fee.
- 17.8 In all matters of Club discipline the decision of the Committee is final.

18. CONDUCT OF MEMBERS

- 18.1 Members and their guests are required to be attired in a clean and tidy manner when in the Club, adhering to the Dress Code.
- 18.2 No drunkenness, bad language or other misconduct is permitted on the Club premises.
- 18.3 All Members on each visit to the Club shall before leaving the Club premises pay in full all charges incurred by him or his guests whether in respect of food, beverages or any other matter.
- 18.4 No Member shall use the name or address or logo of the Club in any advertisement, marketing material, invitation, prospectus or letter heading for business purposes save with the written approval of the Secretary.
- 18.5 No Member shall use the name or address of the Club in any correspondence or article, which is intended for publication without the written approval of the Secretary.

- 18.6 No Member shall remove (except with the express permission of the Secretary) or damage or destroy any picture, item of furniture or other article (including books and newspapers) being the property of the Company.
- 18.7 In the event that a Member or guest of a Member causes damage to or destruction of any such property then such member shall be fully responsible for making good all loss suffered by the Club or Company as a result of such damage or destruction.

19. CONDUCT OF GUESTS

- 19.1 Members introducing guests are wholly responsible for the conduct of such guests: members must ensure that their guests abide by the Rules, Bye-laws and Regulations of the Club.
- 19.2 A Member introducing guests will be responsible for ensuring full and prompt payment of all items consumed by his guests.
- 19.3 Guests may not remain in the Club once the sponsoring Member has left.

20. MEMBERS' PROPERTY

Property entrusted by a Member or his guest to a Member of club staff for safe custody or for any other purpose, or left on the Club's premises, shall be entirely at the Member's own risk; and the Company or Club shall not be liable for any loss of, or damage to, such property or for any consequential loss or damage of any description.

21. RECIPROCAL ARRANGEMENTS

The Company shall be empowered to negotiate arrangements with other clubs on such terms as it thinks fit to enable Members of the Club to avail themselves of the facilities of any such club in return for such club making available its facilities to Members of the Club.

22. RECIPROCAL MEMBERS

22.1 All Members of such clubs in respect of which reciprocal arrangements have been made pursuant to Rule 21 above (“Reciprocal Members”) may use the Club in accordance with the terms of their Club’s respective agreement.

22.2 A Reciprocal Member may use the Club up to 28 days in any one calendar year, after which time they may only use the Club at the discretion of the Secretary.

22.3 All Reciprocal Members shall be bound by the Rules of the Club.

22.4 A Reciprocal Member may bring guests to the Club upon the same terms as the Full Members.

22.5 Reciprocal Members must provide proof of their membership of the relative reciprocal club and they must sign in the book provided at the front desk. Written confirmation from the Reciprocal Members home Club must be received 48 hours in advance.

23. COMPLAINTS

23.1 All complaints shall be made in writing to the Secretary.

23.2 A Member shall not personally reprimand a member of Club staff.

24. EXHIBITIONS AND CLUB EVENTS

On the occasion of any organised exhibition or event, exhibitors, persons accompanying them, persons invited by the Company or Secretary are entitled to the privileges of membership for the occasion provided that:

- a) no one admitted to the Club by virtue of this Rule may take part in the management of the Club or introduce guests; and
- b) persons admitted to the Club under this Rule are subject to the same Rules as Members of the Club.
- c) The exhibition/event must be sanctioned by the Company or the Secretary.

25. ALTERATION OF RULES

These Rules may be revoked, supplemented or altered by the Company at any time provided that in the case of any revocation, supplementation or alteration of these Rules that:

- a) would enable it to terminate membership or to suspend Members otherwise than in accordance with Rule 17.5; or
- b) alters the objects of the Club, Members would be given 14 days notice in writing.

26. DISPUTES

Any dispute or difference which may arise as to the meaning or interpretation of these Rules or as to the powers of the officers must be determined by the Company, whose decision is final and binding on all Members of the Club.

27. DISSOLUTION

In the event of a dissolution of the Company or Club, Members shall not have any right to, or claim upon, any property of the Company or Club, or be required to share in any discharge of its obligations.

28. INTERPRETATION

In these Rules:

- a) The headings are for ease of reference only and are not to be taken into account in their interpretation.
- b) In these Rules the masculine shall include the feminine and the singular the plural and vice versa except where the context so requires.
- c) If any rule shall fail in law then it shall not mean that any other rules shall fail unless so prescribed by the courts.

d) The rules shall operate under the jurisdiction of English Courts

29. BYE-LAWS

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

30. BINDING EFFECT OF RULES & BYELAWS

Every Member shall be bound by these rules and any byelaws made under rule 29.

BYE-LAWS

1. ADMISSION

- a/ Members and guests will be admitted to the Members' areas of the Club during normal hours of admission.

Normal hours of Admission:

Monday and Tuesday:

The Club opens at 7.30am and closes at 1am.

Wednesday to Friday:

The Club opens at 7.30am and closes at 3am.

Saturday:

The Club opens at 8am and closes at 3am.

Sunday:

The Club opens at 8am and closes at midnight.

- b/ The hotel operates 24 hours a day, but access to the main Club areas is limited to those hours as laid out in Clause 1a of these Bye-laws.
- c/ The Company may determine that on certain days members may not be admitted to the Members' areas of the Club to provide for the closure of the Club at Christmas, on public holidays, staff holidays, for exclusive private hire use by another, or for any other reason appearing to the Company to justify temporary closure.

2. BOOKINGS

- a/ All table reservations must be made through Reception.
- b/ All bookings and cancellations for Club events, private parties and business events must be made through the office of the Secretary.
- c/ Places for Club events will only be reserved or issued upon receipt of payment by credit or debit card.
- d/ Refunds will only be made if cancellation is received by the office of the Secretary at least 48 hours before the event.
- e/ Cancellations within 24 hours of the reservation date may be subject to a cancellation fee as determined by the Company from time to time.

3. CHILDREN

- a/ No child under the age of 18 will be admitted to the Club without the prior permission of the Secretary or manager on duty.
- b/ By prior arrangement children may be permitted to attend previously arranged private parties.
- c/ Children will be permitted from 8am - 6pm, when accompanied by a parent, during the weekends or on a public holiday.
- d/ Children are not permitted to stay in the hotel bedrooms.

4. CLOAKROOM

Overcoats, umbrellas, briefcases, large portfolios, parcels, and bags must be left in the cloakroom, without exception and are left entirely at a Member's own risk.

5. CONSUMABLES

No food or drink shall be consumed in the Club or cigar smoked in the garden unless purchased from the Club.

6. CORKAGE

There will be a charge on each bottle of wine or spirit brought in to the Club by a Member for consumption on the premises. No Member or guest may bring alcohol on to the premises without the prior written permission of the Secretary.

7. DRESS CODE

a/ Members, guests and strangers must be appropriately attired at all times. The Secretary's decision is final in all matters relating to dress. More detail can be found on our website www.theartsclub.co.uk.

b/ The dress code for hotel residents when they are in the main areas of The Arts Club requires adherence to the usual Club code of smart casual attire; trainers and jeans are permitted so long as they are not torn or scruffy; caps and beanie hats are not allowed. Dressing gowns and slippers must be confined to the hotel area only. Hotel guests wishing to enter the Club whilst in sportswear must use the alternative entrance at 40a Dover Street.

8. DRUGS & ILLEGAL SUBSTANCES

- a/ 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 found in possession of such substances will be ejected and reported to the police.
- b/ 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.

9. GAMING

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

10. GUESTS

- a/ Members may introduce guests who have attained the age of 18 years.
- b/ Only guests who have attained the age of 21 years may have access to the Nightclub.
- c/ A Member may entertain a maximum of three guests on any visit unless a private party or dining reservation has been confirmed in advance.

- d/ A guest entering the Club must be accompanied by a Member and may not be separated from the Member whilst in the Club. Guests may not remain in the Club in the absence of the host Member.
- e/ If a Member wishes to introduce more than three guests, prior arrangements must be made with the Secretary or manager on duty.
- f/ Each guest must be signed in by the host Member.
- g/ 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.
- h/ The Club may charge an entrance fee for additional guests of Members.
- i/ If any guest in the opinion of the Secretary makes excessive use of the Club, the Secretary shall have power to direct that such guest is not admitted to the Club for such period as the Secretary may determine.
- j/ Any guest who breaks Club Rules or who the Committee deems unfit to visit the Club may be banned from the premises and no reason will be given.
- k/ The following may not be admitted as guests at any time:
 - i) former Members who have been expelled;
 - ii) Members who are under suspension.

l/ Guests are limited to three per hotel resident, and must be registered at the Reception upon arrival at the Club, providing the Manager with a valid proof of identification; guests will be expected to sign in the book on the front desk. Under no circumstances will access to the Club be granted without prior registration. Hotel residents may not be separated from their guests whilst in the Club, at any time, and all guests must leave the bedrooms by 1am.

11. HOTEL ROOM KEYS

In the circumstances that a room key is misplaced, will be provide a replacement key only upon presentation of identification.

12. LICENCE - SALE & SUPPLY OF ALCOHOL

- a/ Intoxicating liquor may only be supplied to bona fide Members and their guests for consumption on or off the premises.
- b/ Alcoholic beverages may be supplied to persons attending a private or previously arranged event if a bona fide Member is present.
- c/ 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.
- d/ No person under the age of 18 will be supplied with wines or spirits by the Club, except in accordance with current licensing laws.

13. LOST PROPERTY

The Club and the Company's employees, when acting in the course of their employment shall not be liable.

14. LUGGAGE

A Member may not deposit luggage for store at the Club unless specifically agreed in writing with the Secretary. Bicycles of any kind may not be brought into the Club for storage.

15. MOBILE DEVICES

- a/ Laptop computers, mobile telephones and business papers may be used in the Club up until 7.00pm (other than in the Dining Rooms) but not in a manner irritating to other Members.
- b/ Mobile devices must be set to silent, meeting or vibrate mode at all times.
- c/ Members or their guests who cause nuisance in such manner will have their equipment confiscated and may be asked to leave the Club.

16. NEIGHBOURS AND NOISE

- a/ 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. There is a curfew of 10pm in the garden by which time all Members and their guests must exit the space and return inside the building.
- b/ There is a strict 10pm curfew on all outside spaces. Any audible noise from balconies that may be considered a disturbance to the neighbours of the Club will be addressed by the Management and the full cooperation of the resident is required.

17. PHOTOGRAPHY

The taking of photographs or digital images is not permitted without the prior written permission of the Secretary or Manager on Duty.

18. POST

The Company and the Club will not accept responsibility for post received or delivered. Letters and parcels will not be forwarded to a Member's private address and will be returned to sender.

19. PRIVACY

Members and their guests may not disclose or discuss any other Member or guests, or private event, seen or heard in the Club in any press or on any social media platform.

20. DOGS

Dogs (other than licensed service dogs or guide dogs for the blind) will only be permitted in the garden, at the weekend and between 8am and 6pm. Dogs must be kept on a lead at all times and are not allowed on the furniture.

21. SMOKING

- a/ Smoking is not permitted in any area of the Club or the bedrooms (other than the garden, cigar terrace, Kyubi terrace or bedroom balconies)
- b/ Smoking will be permitted in the garden until 9.30pm. Members are asked to be considerate to others.
- c/ Smoking is not permitted on the front step or immediately outside the front of the Club house.
- d/ E-cigarettes of any kind are not permitted inside the Club house.

