

LAN SER HOF

AT



THE ARTS CLUB
LONDON

RULES
AND BYE-LAWS

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LONDON

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RULES OF THE CLUB

LANSERHOF AT THE ARTS CLUB

These rules (the “Rules”), as amended from time to time in accordance with the terms of the Rules, are the Rules of the Club.

1. NAME & LOCATION

The name of the Club is “Lanserhof at the Arts Club” and it is located at 17-18, Dover Street, London W1S 4NP (referred to in these Rules as the “Club”).

2. OBJECTS OF THE CLUB

The objects of the Club are the provision of facilities and amenities of a club to Members, run on commercial principles, for the purpose of optimising health.

3. DEFINITIONS & PRIMARY CONCEPTS

- 3.1 The Club is a proprietary club, the proprietor of the Club being ARTSLANS Urban Ltd. (London) (the “Company”). The Company is a private company limited by shares incorporated in England with Company number 10755776. A Member’s membership relates to the Club only and no other Club or premises owned or operated by the Company and does not entitle a Member to any shares in the Company nor to participate in any voting or other shareholder or director matters of the Company.
- 3.2 The Club premises are situated at 17-18, Dover Street, London W1S 4NP or such other premises as the Company may provide. The Club’s website is located at www.theartsclub.co.uk/lanserhof (the “Club’s website”).

- 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, these Rules and the Bye-laws.
- 3.4 The Members are under no financial liability in respect of the Company by reason of their membership of the Club save for their liability for the club joining fee, annual subscription, accommodation, food, beverage charges and any fees in respect of any products purchased or events and/or services booked or attended by a Member for which fees are chargeable/payable.
- 3.5 For the purposes of these Rules and the Bye-Laws:
"Board" means the board of directors of the Company from time to time;
"Bye-laws" means any bye-laws made by the Company in accordance with Rule 28;
"Club" shall have the meaning given to it in Rule 1;
"Committee" shall have the meaning given to it in Rule 6.1;
"Director" means a member of the board of directors from time to time;
"Member" means a person who is admitted as a Member of the Club in accordance with any previous rules of the Club or these Rules (as amended from time to time) and who remains a Member of the Club in accordance with these Rules (as amended from time to time);
"Secretary" shall have the meaning given to it in Rule 4.
- 3.6 If the Company has to contact a Member it will do so by telephone or by writing to that Member using the telephone number, email address or postal address provided to the Company by that Member in their application, as is updated by the Member from time to time. A Member may contact the Company by writing to the Secretary at the email address or postal address as shown on the Club's website from time to time. When these Rules or the Bye-laws use the words "writing" or "written" or similar terms this reference includes emails.

4. THE SECRETARY

- 4.1 The General Manager of the Company from time to time shall act 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.
- 4.2 In these Rules and Bye-Laws the expression the "Secretary" shall also include any other person(s) appointed by the Board to perform any of the duties of the Secretary.

5. ADVISORY BOARD

- 5.1 An advisory board may be appointed by the Company from time to time to support and promote the development of the Club's preventative and holistic health services and facilities ("Advisory Board").
- 5.2 Membership of the Advisory Board is granted at the absolute discretion of the Board and may be terminated and/or suspended at any time by the Board.

6. MEMBERSHIP COMMITTEE

- 6.1 A Membership Committee (the "Committee") may be appointed by the Board to promote the interests of the Club.
- 6.2 Such Committee has authority, as prescribed by the Board from time, over matters relating to membership.
- 6.3 Membership of the Committee is granted at the absolute discretion of the Board and may be terminated and/or suspended at any time by the Board.

7. MEMBERSHIP

- 7.1 Members shall consist of Full Members, Second Members as well as Temporary Members, Overseas Members and Honorary Members.

- 7.2 Other than in the case of existing Members, hotel residents of The Arts Club shall be classified as Temporary Members for the duration of their stay and will only be permitted access to the changing rooms and gym facilities. Advanced booking is recommended to guarantee access to the Club. Hotel guests will be required to complete the Club's standard form of registration and waiver of liability in order to be permitted access to any of the Club's facilities.
- 7.3 Every candidate for membership must be at least 18 years of age.
- 7.4 No employee or former employee of the Company shall be elected a Member without the consent of the Membership Committee.
- 7.5 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 Club's website for at least 14 days prior to its implementation.
- 7.6 Each Member, whatever their category shall in common with all other Members enjoy equal rights and privileges of the Club subject to the provisions of these Rules and Bye-Laws and as the Company may from time to time determine.
- 7.7 If the criteria governing the Membership category of a Member are no longer applicable to the Member, they shall notify the Secretary forthwith so that, subject to prior Committee approval the appropriate change of category can be made and at their next renewal date following any such change they shall become liable to pay the subscription rate applicable to such new category.

8. MEMBERS

The criteria/requirements for each classification/category of Members shall be as follows:

- (a) Full Member: 18 years of age or above on the date the application form is received by the Committee with a UK address;
- (b) Second Member: a spouse or partner sharing the same residential address as a Full Member who is 18 years of age or above on the date the application form is received by the Committee; proof of address required;
- (c) Overseas Member: 18 years of age or above on the date that the application is received by the Committee with a non-UK address;
- (d) Temporary Member: Hotel residents who satisfy the criteria/ requirements set out in any of Rules 7.2 and 8 (a), (b), or (c). Hotel residents will be classed as Temporary Members for the duration of their stay at the Club; and
- (e) Honorary Members: Members elected in accordance with Rule 9.

9. HONORARY MEMBERS

- 9.1 The Committee may invite any person to become an Honorary Member who in the sole opinion of the Committee:
 - (a) has rendered exceptional service or benefit to the Club;
 - (b) will render exceptional service or benefit to the Club; or
 - (c) is a representative of a club associated with the Club.
- 9.2 The Board shall have the power to elect any person it thinks proper (including an existing Member) to be an Honorary Member.
- 9.3 An Honorary Member shall be entitled to full use of the Club premises and facilities subject to these Rules and the Bye-Laws.
- 9.4 An Honorary Member shall not be required to pay a joining fee or annual subscription.
- 9.5 Any person offered Honorary membership who is already an existing Member shall on accepting such offer be deemed

to have ceased to be a Member but shall not be entitled to be reimbursed any part of the annual subscription in that year and, for as long as he is an Honorary Member, no annual subscription shall be payable. On termination of the Honorary Membership that person shall, subject to the Committee's absolute discretion, be automatically reinstated with the same type of Membership as they had prior to the Honorary Membership, subject to that person's compliance with these Rules and Bye-laws and provided that the annual subscription fee shall be paid immediately on reinstatement of Membership.

- 9.6 Honorary membership is initially granted for a period of 12 months but may be terminated at any time by the Committee or the Board without providing any reason. Upon the expiry of such period each Honorary Member shall be automatically re-elected annually unless the Committee or the Board resolves not to re-elect such an Honorary Member or such Honorary Member's membership is terminated.

10. PROCEDURE FOR APPROVAL AND ELECTION OF MEMBERS

- 10.1 The name and particulars of every candidate applying for membership shall be entered on a form provided by the Secretary. A candidate shall supply a photograph and such further information concerning themselves and their candidature as the Secretary may request.
- 10.2 The Secretary may require that candidates for membership must be supported by a proposer and seconder, both of whom shall be Members and each of whom if required by the Secretary shall send to the Secretary a letter in support stating how long they have known the candidate and giving relevant information in support of their belief that the candidate is qualified for membership.

- 10.3 There shall be a period of at least 48 hours between the Committee receiving an application and deciding on whether an application for membership is successful.
- 10.4 A candidate is required to meet with the membership team prior to the Committee considering their application, unless the Secretary decides in any particular case that such a meeting is not required.
- 10.5 The election of Members shall be by the unanimous decision of the Committee, who shall decide by secret ballot if necessary; one vote against a candidate shall exclude that candidate from becoming a Member.
- 10.6 No reason shall be given to any candidate in the event of their non-election/Membership.
- 10.7 If the Board so elects, the approval of any new Member will be subject to ratification by (a majority of) the Board. If the Board does not in such circumstances ratify such Member, the Board shall give notice to the candidate and they 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 the original application.
- 10.8 Upon approval by the Committee and (if applicable) ratification by the Board, the Secretary shall notify the candidate that he/she has been elected as a Member of the Club conditional upon him/her complying with this Rule, the Secretary shall supply the candidate with a copy of these Rules and Bye-Laws and shall request the candidate to deliver to the Secretary all of the following:
- (a) the relevant joining fee together with the current annual subscription at the rate appropriate to the category of Membership; and
 - (b) a completed direct debit form for future annual subscriptions.

- 10.9 Failure by the candidate to comply with the provisions of Rule 10.8 within one month of notification shall (unless the Committee decides otherwise) result in cancellation of such candidate's conditional right to become a Member.
- 10.10 The Committee shall have the power to extend the periods for complying with the provisions of Rule 10.9 hereof for as long as it thinks fit.
- 10.11 On complying with the provisions of Rule 10, the name of the candidate will be entered in the Register of Members maintained by the Club as a Member and forthwith will be entitled as a Member to all the benefits and privileges of the Club. Upon being so entered in the Register of Members, the Member will be deemed to have agreed that he will be bound by these Rules, all Bye-Laws and the Privacy Notice, and all subsequent amendments to them, all of which are available on the Club's website.
- 10.12 Cancellation Right of Members
- (a) Members who have been approved have the right to cancel their first year's membership, without giving any reason, within 14 days of the date on which the Member is admitted as a Member and pays the joining fee, first year's subscription fee and provides the Company with the direct debit form referred to in Rule 10.8. The cancellation period will expire after 14 days and will not be available on the annual renewal of a Member's subscription.
 - (b) To exercise the right to cancel, a Member must inform the Secretary of their decision to cancel their membership by a clear statement (e.g. a letter sent by post or e-mail).
 - (c) To meet the cancellation deadline, it is sufficient for a Member to send their communication concerning their exercise of the right to cancel before the cancellation period has expired.
 - (d) If a Member cancels their membership within the 14 day period referred to above, but before the Member has started

to use the services or facilities of the Club, the Company will reimburse to that Member the joining fee and the first year's subscription payment received from that Member but less the fees for any medical screening or other goods or services provided to the Member.

- (e) The Company will make the reimbursement without undue delay, and not later than 14 days after the day on which the Secretary is informed about the Member's decision to cancel their membership.
- (f) The Company will make the reimbursement using the same means of payment as the Member used for the initial payment, unless the Member has expressly agreed otherwise.
- (g) If the Member started to use the services or facilities of the Club during the cancellation period, the Member shall pay the Club an amount which is in proportion to the period of use until the Member communicated its cancellation of its membership, in comparison with the full membership year and the remainder will be refunded, less the fees for any medical screening or other goods or services provided to the Member.

10.13 The Club's Privacy Notice, which is available at the Club's website sets out the terms on which the Club processes any personal data of Members, or that Members provide to the Club or the Company.

11. FEES & SUBSCRIPTIONS

11.1 The joining fee payable by a Member shall be such amount as the Company shall from time to time determine and shall be non-refundable (except in accordance with Rule 10.12).

11.2 The annual subscription for each of the various membership categories shall be such amount as the Company shall determine, and shall be payable annually on such date as is determined by the Company.

- 11.3 Existing members of The Arts Club are not required to pay a joining fee to join the Club, but will be required to pay £1,500 of their first year's subscription at the point of election as a non-refundable deposit, which will be treated in the same manner as the joining fee as per Rule 11.1.
- 11.4 A butler service is subject to availability and upon payment of an additional fee.
- 11.5 The Committee may apply an increase on any rate of annual subscription to any Member by providing at least 14 days' notice, which increase shall apply from their next renewal date, and the Member shall be entitled to terminate their membership in accordance with Rule 22.
- 11.6 If a Member shall for any reason cease to be a Member before the whole of the annual subscription for the current year shall have been paid, then the unpaid balance shall immediately become payable.
- 11.7 If a Member, having paid the annual subscription in advance for the relevant 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.
- 11.8 The Company may however, at its absolute discretion, waive or reduce the subscription of any Member or former Member.
- 11.9 In the event of a former Member applying to rejoin the Club the Company may waive the joining fee and may apply the current annual subscription rate applicable.
- 11.10 Current rates of subscription for each of the categories of the Members shall be available on the Club's website.
- 11.11 Except as otherwise decided by the Company every Member shall complete and deliver to the Secretary, and when

required renew and at all times keep in existence, a valid Direct Debit Mandate, in order to provide for payment of their subscription and any other charges due pursuant to their membership, these Rules, any Bye-Laws or their visit to the Club to include any goods or services provided to a Member, by the Company or any of its suppliers of medical services at the Club as referred to at Rule 24(e).

- 11.12 If a Member fails to pay any amount due from them to the Company, the Club or any of the Club's providers of medical or other goods or services at the Club, in accordance with the applicable terms within 30 days from the due date for payment, then the Company will reserve the right to suspend and/or terminate the Member's membership, and may apply the current annual subscription rate to any future memberships held by the Member.
- 11.13 The annual subscription only includes the following services (subject to changes at the Club's absolute discretion):
- (a) use of the Members' lounge;
 - (b) use of the gym; and
 - (c) use of inclusive group classes and changing areas.
- 11.14 Any medical consultations, screenings and treatments, workshops, personal training sessions and any classes in the gym or studios that are not included by the Company in the annual subscription are subject to separate fees, details of which are available on request.
- 11.15 The Club and/or the Company may be responsible for collecting the fees/payment for some services provided by third party service providers, but in such case they will be doing so on behalf of the relevant supplier. The applicable terms and conditions for the relevant service are available from the relevant service provider and a copy will be sent by email at the time of booking the service.

12. RENEWALS

- 12.1 Renewal dates of subscriptions are set by the Secretary and recur annually.
- 12.2 Membership renewals are not automatic and are reviewed annually by the Committee. The Committee's decision is final and may not be appealed. No reason for terminating or not renewing a membership shall be given.
- 12.3 If a Member fails to pay any amount due from him to the Company or Club within 30 days from the due date of payment, then the Company will reserve the right to suspend and/or terminate the Member's membership, and will apply the current annual subscription rate to any future memberships held by the Member.
- 12.4 If a Member settles his bill late, the subscription renewal date will remain the same and cannot be changed; and payment for any period that has elapsed without the Member making use of the Club shall not be refunded by the Company to the Member.
- 12.5 If a Member allows his membership to lapse or resigns his membership and a period of more than 3 years passes, a joining fee may be payable upon notification by the Secretary that their application to rejoin the Club has been approved.
- 12.6 For a Second Member, their associated Full Member must still be a fully paid existing Member to maintain the Second Member's subscription rate. If not, the Second Member will revert to the Full Member rate applicable at the time of their next renewal and no longer be considered a Second Member. The Committee reserves the right to request proof of address on the annual renewal date from a Second Member. Second Members are required to inform the Secretary in writing of any change in circumstance which would no longer entitle them to be a Second Member, and the change in rate will apply at their next renewal date.

13. MEMBERS' ADDRESSES

Every Member shall promptly inform the Secretary of any change of their address or their email or other contact details, or of their bankers.

14. ADMISSION

- 14.1 Subject to Rule 14.5 Members (provided they are invited in accordance with the Bye-laws), will be admitted to the Members' areas of the Club during normal hours of admission.
- 14.2 Members must present their membership card and sign in the admission book provided at the front desk.
- 14.3 The Company or the Secretary may, for any reason and at their absolute discretion, close all or certain parts of the Club to Members on certain days.
- 14.4 The Company or Secretary may at their absolute discretion:
 - (a) refuse entry to the Club by any Member without providing a reason;
 - (b) remove any Member from the Club premises without providing a reason; and
 - (c) terminate a Member's membership without providing a reason.

15. DISCIPLINE OF & EXPULSION OF MEMBERS

- 15.1 A Member may resign their membership at any time by letter or email delivered to the Secretary at the Club address as shown on the Club's website.
- 15.2 The Company or Secretary may expel any Member for breach of the Rules and/or Bye-laws at any time.

- 15.3 A Member's membership, and/or admission to the Club's premises, may be suspended or terminated at any time by the Company in the event that the Company considers that the conduct, reputation or character of the Member, is or might be injurious to the character, reputation or interests of the Club or the Company, or render that Member unfit to associate with other Members, or for any other reason at the Company's absolute discretion. Before a Member is expelled, their alleged conduct may, at the absolute discretion of the Company be inquired into and, if requested by the Club or Company, they may be required to send a written statement of events to the Secretary and to justify or explain their behavior. During such period of investigation, the Club may suspend the Member's membership. The Company has authorised each and any of the Secretary, the Board and the Committee to exercise its power of suspension or termination pursuant to this Rule.
- 15.4 If the Company decides to inquire into the events, if the Company or Secretary is of the sole opinion in its absolute discretion that the Member is, or is suspected to be, guilty of such conduct as mentioned in Rule 15.3 and/ or has failed to justify or explain this conduct or behavior satisfactorily, it may either expel or suspend that Member at its absolute discretion. The Member shall be disbarred from the Club while so suspended from membership.
- 15.5 Nothing in these Rules or Bye-Laws 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.
- 15.6 A Member expelled from the Club forfeits all the privileges of membership without any entitlement to a claim for any refund of the joining fee. The Company will refund the proportion of the subscription fee received for the current year as reflects the unused part of the year after termination (less the fees for any goods or services provided to the Member, such as medical screenings).

- 15.7 In all matters of Club discipline the decision of the Committee and/or Company is final.
- 15.8 In the event a Member is suspended or expelled from the Club for any reason and they are also a Member of The Arts Club, the Company may notify The Arts Club of the suspension or expulsion, which may cause the suspension, expulsion or a review of the Member's suitability for continued membership of The Arts Club.

16. CONDUCT OF MEMBERS

- 16.1 Members are required to be attired in a clean and tidy manner when in the Club, adhering to the dress code set out on the Club's website.
- 16.2 No drunkenness, bad language, violent, threatening or abusive behavior, or criminal or other misconduct is permitted on the Club premises.
- 16.3 All Members shall before leaving the Club premises on each visit pay in full all charges incurred by them whether in respect of food, beverages, medical services, fitness, or any other matter.
- 16.4 No Member shall use the name or address, or colours, trademarks, photographs, trade dress, logo or other identifying feature(s) of the Club (the "Club Marks") or any content from the Club's website in any advertisement, marketing material, invitation, prospectus or letter heading or for any business purposes save with the prior written approval of the Secretary as to the specific use in each case.
- 16.5 Each Member hereby expressly recognises that the Club Marks are the valid, unique and exclusive property of the Club and the Company.

- 16.6 No Member shall use the name or address of the Club in any correspondence or article including, but not limited to any article or correspondence which is intended for publication, without the prior written approval of the Secretary.
- 16.7 No Member shall remove (except with the express permission of the General Manager) or damage or destroy any picture, item of furniture, equipment or other article (including without limitation books, magazines and newspapers) being the property of the Company or Club.
- 16.8 Without prejudice to Rule 17, in the event that a Member causes damage or destruction of any property of the Club or of any other Member, then such Member shall be fully responsible for making good all loss suffered by the Club, Company or such other Member as a result of such damage or destruction.

17. MEMBERS' PROPERTY

Property entrusted by a Member 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 neither the Company nor the Club nor any employees of the Club or the Company (when acting in the course of their employment) shall be liable for any loss of, or damage to, such property or for any consequential loss or damage of any description.

18. LOCKERS

- (a) Lockers may be available for use by Members whilst they are on the Club's premises. Members must ensure that the contents of the daily lockers are removed at the end of their visit.
- (b) The Club reserves the right to open lockers without the Member's permission or the member being present. All

bags must be kept in lockers and should not be taken into the gym areas. The Company reserves the right to remove the contents from any locker, which has not been emptied after the visit. Property cleared from lockers, or left on the premises, shall be donated to charity after 1 month.

19. LAUNDRY

- 19.1 The Club arranges a third party laundry service for its members at an additional cost. The details of the service provider, their terms and conditions and pricing applicable to the service they provide are available at the time of booking
- 19.2 The Club accepts no liability for damage to any items, including discolouring, shrinking, or otherwise changing as a result of normal washing procedures and reserves the right to refuse to arrange the cleaning of any garment.
- 19.3 The Club does not guarantee that it will be possible for the service provider to remove all stains.
- 19.4 The Club is not responsible for loss of or damage to any personal or non-cleanable items left in the clothing or laundry bags such as money, jewellery or any other item.

20. RECIPROCAL ARRANGEMENTS

Members of Lanserhof at The Arts Club have no reciprocal rights to use The Arts Club. Members of The Arts Club have no reciprocal rights to use the Club unless they are The Arts Club hotel guests in accordance with Rule 7.2

21. COMPLAINTS

- 21.1 All complaints shall be made in writing to the Secretary.

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

22. EXHIBITIONS AND CLUB EVENTS

On the occasion of any organised exhibition or event, exhibitors, persons that accompany them, persons invited by the Company or Secretary are entitled to the privileges of membership for the occasion only, at the discretion of the Secretary, 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;
- (b) persons admitted to the Club under this Rule are subject to the same Rules and Bye-Laws as the Members; and
- (c) the exhibition/event must be sanctioned by the Company or the Secretary.

23. ALTERATION OF RULES AND BYE-LAWS

These Rules and/or the Bye-Laws may be revoked, supplemented or altered by the Company at any time provided that Members would be given 14 days' notice of any such revocation, supplementation or alteration of these Rules and/or Bye-Laws (as appropriate) and each Member may terminate their membership before the changes take effect by notifying the Company, and they will receive a refund of the proportion of the subscription fee as reflects the remaining part of their current membership year after termination less the fees for any goods or services provided to the Member (such as medical screening services).

24. LIABILITY OF THE COMPANY

- (a) If the Company fails to comply with these Rules and/or the Bye-Laws (as appropriate), it is responsible for loss or damage

a Member suffers that was at the time of the Member's admission as a Member, a reasonably foreseeable result of the Company breaching these Rules and/or the Bye-laws (as appropriate), but the Company is not responsible for any loss or damage that was not reasonably foreseeable. Loss or damage is reasonably foreseeable if either it is obvious that it will happen or if, at the time of admission of a Member's membership, both the Company and that Member knew it might happen.

- (b) Where the Company is liable to a Member under these Rules and/or the Bye-Laws (as appropriate), other than for failing to provide services with reasonable skill and care, the Company's liability is limited to the total subscription fee paid by that Member for the current membership year, except where Rule 26 applies.
- (c) The Company does not exclude or limit in any way its liability to Members where it would be unlawful to do so. This includes liability for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of a Member's statutory rights as a consumer in relation to the services provided by the Company.
- (d) The Company is not liable for business losses. If a Member uses the Club for any commercial or business purpose the Company will have no liability for any loss of profit, loss of business, business interruption or loss of business opportunity.
- (e) The Company shall not have any liability towards the Member in respect of goods and services which are arranged or made available by the Company but which are not included within the annual subscription. These additional goods and services include but are not limited to: medical screenings and treatments, personal training appointments, physiotherapy, laundry services. Liability for these goods and services will be governed by a separate agreement between the Member and the relevant service provider, details of which are available from the relevant service provider. The Company may collect

- payment for these additional goods and services from Members on behalf of the relevant service provider.
- (f) Neither the Club nor the Company will accept liability for any damage or loss to a Member's personal property brought into the Club's premises.
 - (g) All activities and treatments are taken at the Member's own risk and it is the Member's responsibility to ensure that all relevant and accurate health and other medical information is provided to the relevant service provider.
 - (h) Neither the Club, the Company nor their servants and staff shall be liable for personal injury sustained by Members whilst on the Club's premises, except in so far as it can be proven that this relates to the wilful act, neglect or default of the Company or the Club or any of the Club's servants or staff. Members who suffer an accident or injury on the Club premises must report the accident or injury and the circumstances in which it occurred to the Duty Manager as soon as possible following the accident or injury.

25. DISPUTES

Any dispute which may arise as to the meaning or interpretation of these Rules and the Bye-Laws or as to the powers of the officers or employees of the Company and/ or the Committee shall be determined by the Board, whose decision is final and binding on all Members.

26. DISSOLUTION

In the event of dissolution of the Company or Club, the 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, nor be entitled to any refund/ reimbursement of annual subscription.

27. OTHER IMPORTANT RULES

- (a) The Company may transfer its rights and obligations under its contract (which incorporates these Rules and the Bye-laws) with each Member to someone else. A Member needs the Company's consent to transfer their rights to someone else and may only transfer their rights or their obligations under these Rules and Bye-laws to another person if the Company agrees to this in writing.
- (b) Nobody else has any rights under the contract (which incorporates these Rules and the Bye-laws) between the Company and each Member. No other person shall have any rights to enforce any of its terms.
- (c) If a court finds any part of these Rules and/or the Bye-laws illegal, the rest will continue in force. Each of the paragraphs of these Rules and the Bye-laws operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- (d) Even if the Company delays in enforcing this contract (which incorporates these Rules and the Bye-laws), it can still enforce it later. If the Company does not insist immediately that a Member does anything it is required to do under these Rules and/or the Bye-laws, or if the Company delays in taking steps against a Member in respect of it breaking these Rules and/or the Bye-laws, that will not mean that the Member does not have to do those things and it will not prevent the Company taking steps against that Member at a later date. For example, if a Member misses a payment and the Company does not chase that Member but continues to allow that Member access to the Club, the Company can still require that Member to make the payment at a later date.
- (e) These Rules and the Bye-laws are governed by English law and a Member can bring legal proceedings in respect of the services of the Club in the English courts. If a Member lives in Scotland such Member can bring legal proceedings in respect of the services of the Club in either the Scottish or the English courts. If a Member lives in Northern Ireland such Member can bring legal proceedings in respect of the services of the Club in either the Northern Irish or the English courts.

28. “BYE-LAWS“

The Company may make Bye-laws for the regulation and management of the Club (“Bye-Laws”) and may amend or revoke any Bye-laws so made; but no Bye-law shall be inconsistent with these Rules. In the event of any ambiguity or conflict arising between the terms of these Rules and the Bye-laws, the terms of these Rules shall prevail.

29. BINDING EFFECT OF RULES & BYELAWS

Every Member shall be bound by these Rules and any Bye-laws and every Member shall comply with these Rules and any Bye-Laws.

BYE - LAWS

1. ADMISSION

- (a) Members will be admitted to the Members' areas of the Club during normal hours of admission.
Normal hours of admission will be published on the Club's website.
Any changes to the hours of admission will be published on the Club's website 14 days prior to any changes being actioned, except in the case of any urgent or emergency change.
- (b) The Company may determine that on certain days Members may not be admitted to all or some areas of the Club.

2. APPOINTMENT BOOKINGS

- (a) All appointments for services (such as medical treatments or other services) must be made through the reception of the Club and as referred to at Rule 11.15 will be subject to a separate agreement directly between the Member and the relevant service/goods provider. The details of the relevant service provider, their terms and conditions and pricing applicable to the goods or service they provide are available at the time of booking.
- (b) All bookings and cancellations for Club events must be made through the office of the Secretary.
- (c) Members must provide 24 hours' notice when cancelling or re-arranging appointments for medical treatments or personal training/physiotherapy. If a Member fails to attend an appointment without providing the stated notice, the Club reserves the right to charge the full cost of that service.

3. CHILDREN

No person under the age of 18 will be permitted into the Club.

4. CONSUMABLES

No food or drink shall be consumed in the Members' Lounge unless purchased from the Club.

5. DRESS CODE

- (a) Members should be dressed in suitable attire at all times when in the Club and appropriate exercise clothing and footwear is required whilst exercising in the gym/classes. Tops and bottoms must be worn at all times.
- (b) High standards of personal hygiene must be maintained and Members must take every effort to deodorise before using the gym.
- (c) Footwear and clothing must be clean and free from odours.
- (d) Bags, personal belongings including coats and mobile phones are not permitted in studio classes or in the gym.

6. ETIQUETTE

- (a) In the interest of cleanliness and hygiene, Members should wipe down equipment after use.
- (b) Once Members have finished using any gym equipment please ensure that all equipment is safely placed back in the storage facility provided. If a Member becomes aware of any damage to or problem with any gym equipment, please stop using it immediately and notify a member of staff.
- (c) For reasons of health and safety we do not allow late entry into classes. Members will not be permitted to join classes after the class has started. This is to ensure the class is safe and to avoid interrupting and upsetting other Members. Please note inappropriate or aggressive behaviour towards staff managing class attendance will not be tolerated.
- (d) If a Member is unable to partake in a class that they have booked please cancel this either online or by calling the Club so that another Member is able to attend.
- (e) No glass containers, hot beverages or food are allowed in the gym, studios or medical area of the Club.

7. DRUGS & ILLEGAL SUBSTANCES

- (a) Non-prescription drugs are not permitted on the Club's premises at any time. The consumption, possession and/or distribution of illegal substances by whatever means is strictly prohibited and any Member or guest found or suspected to be in possession of such substances will be ejected and reported to the police.
- (b) Any Member found guilty of or suspected to be consuming or bringing illegal substances onto the Club's premises, will have their membership terminated with immediate effect.

8. GAMING

No illegal betting, wagering or game with dice shall take place on the Club premises, nor shall any game of hazard or chance be played.

9. GUESTS

Guests are not permitted.

10. ALCOHOL

- (a) The consumption of alcohol is not permitted on the premises.
- (b) Persons under the influence of alcohol (or suspected to be) will not be permitted to use gym facilities in the interest of their own and other safety.

11. MOBILE DEVICES

- (a) Laptop computers, mobile telephones and business papers may be used in the Members Lounge 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) In the interest of everyone's privacy, camera enabled electronic devices (including mobile phones) should not be used or on view anywhere in the Club.
- (d) Members who cause a nuisance to other Members in such manner will have their equipment confiscated and may be asked to leave the Club.

12. NEIGHBOURS & NOISE

In consideration of the Club's neighbours, Members are required to leave the premises quietly at all times.

13. PHOTOGRAPHY

The taking of photographs or digital images or recording audio or videos is not permitted without the express prior written permission of the Manager on duty and any Members and all other persons featured on such photos, images, audio or video. No photos, images, audio or video may be taken of the health facilities or in circumstances which may cause a nuisance to the Club or any other Member in any event. Any permitted photos, images, audio or video may only be used in accordance with these Bye-laws.

14. POST

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

15. PRIVACY

- (a) The Club's Privacy Notice, which is available at the Club's website, sets out the terms on which the Club processes any personal data of Members or that Members provide to the Club or Company.
- (b) The Club respects the privacy of its Members or other persons and requires that each Member does the same. The Club has a strict "no press" policy. Members may not disclose, publish, identify or discuss, in any form or any medium (including on any social media, networking or other platform) any matter or event relating to any other Member, or relating to any private event or Member event held at or organised by the Club, or which was seen or heard in any part of the Club without the express prior written consent of both the Company and the Members and other individuals concerned in each case.
- (c) The identity of Members is strictly confidential. Members must refrain from identifying any other Members without the express prior written consent of both the Company and the Members and other individuals concerned in each case.

16. PETS

No pets will be permitted within the Club.

17. SMOKING

Smoking is not permitted anywhere inside the Club and we ask that you refrain from smoking outside our entrance.

18. HEALTH AND SAFETY REGULATIONS

- (a) Members will be required to undertake an introductory assessment and induction to the Club's programs, equipment

and facilities. However, the Club cannot take responsibility for the monitoring of Members and guests at all times and on all equipment and facilities.

- (b) As Lanserhof at the Arts Club offers this introductory service to all Members, the Company will not accept liability for injury or harm to individuals using the gym equipment incorrectly, or in any way which is not suitable for them. If individuals have failed to attend an induction with a personal trainer, it is their responsibility to ensure they schedule attendance for the next available appointment.
- (c) All Members should ensure they have accurately completed and signed a Pre-Activity Readiness Questionnaire prior to undergoing any form of exercise.
- (d) All Members must sign a personal training agreement form with the relevant service provider prior to commencing a personal training session.

19. ACCIDENTS AND INCIDENTS

In the case of an incident or accident please report it immediately to the Duty Manager. Where necessary incidents will be referred to a third party and will be investigated in detail.

20. RELATIONSHIPS

- (a) The Club's staff are not permitted to meet with Members when off-duty, nor to provide any services directly to Members (whether on a freelance or any other basis).
- (b) Romantic and/or personal relationships are discouraged with members of staff.

LANSERHOF | at THE ARTS CLUB

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