



TEN TRINITY SQUARE
PRIVATE CLUB

CLUB RULES

1. NAME

- 1.1** The Club shall be called Ten Trinity Square Private Club.
- 1.2** The Club is a proprietary Club, owned and operated by 10 Trinity Square Club Ltd (“the Proprietor”), 5 Market Yard Mews, 194 – 204 Bermondsey Street, London, SE1 3TQ (registered in England and Wales under company number O8064681).

2. OBJECTS

- 2.1** The objects of the Club are:
- (i) to promote and provide for the benefit of Members of the Club facilities for entertainment, food and drink to Members and their guests for the pursuit of social, non-political and recreational activities;
 - (ii) to promote fellowship amongst the Members;
 - (iii) to foster links with, and to support and cooperate with other persons or organisations with similar objects;
 - (iv) to do all things necessary for or incidental to or conducive of the attainment of the above mentioned objects.

3. PRELIMINARY MATTERS

- 3.1** The Proprietor is responsible for providing the Club with Club premises and all necessary facilities for carrying on the Club in accordance with the objects of the Club and these rules and any bylaw.
- 3.2** The Club premises shall be located at 10 Trinity Square, London EC3N 4AJ.
- 3.3** The Proprietor shall appoint an Executive Committee and a Club Committee to operate the Club on an on going basis, however the Proprietor retains the ultimate say on all matters. Their decision shall be binding on both Committees and all categories of Membership.
- 3.4** Any reference in these rules to the Proprietor refers to both the owners and the operators of the Club Premises.
- 3.5** These rules shall be applicable to all categories of Membership and their guests.

4. MEMBERSHIP

4.1 Membership of the Club shall be open to all without EQA discrimination (“EQA discrimination” means discrimination which is unlawful under the Equality Act 2010).

The Membership shall consist of:

- (i) Private Members,
- (ii) Corporate Members,
- (iii) Lifetime Members,
- (iv) Ambassador Members,
- (v) Honorary Members,
- (vi) Founder Members.

4.2 Private Members and Founder Members – Private Members and Founder Members shall be adults over the age of 18 years and full Members of the Club.

4.3 Corporate Members – A limited number of Corporate Memberships will be available. The registered company taking out Corporate Membership may nominate 1 lead member and 3 further members attached to the same Corporate Membership only. A maximum of 2 of their nominated members may be exchanged or replaced over a twelve-month period.

4.4 Lifetime Members – Lifetime Members shall be adults over the age of 18 years and full Members of the Club for a period of 12 years. Lifetime Members shall pay a onetime fee for this period. The fee shall be inclusive of Joining Fees and the Annual Subscription fees.

4.5 Ambassador Members – the Executive and/or Club Committee may appoint Ambassador Members. Their primary role shall be to encourage membership sales. The terms of their membership shall be decided by the Executive or Club Committee at their absolute discretion. Ambassador Members will reflect the industries that Members are drawn from and be influential and well connected leaders in their field that can share the benefits and encourage membership of the club.

4.6 Honorary Members – the Executive Committee may elect as Honorary Members those persons, who in the opinion of the Executive Committee have for good or sufficient reason merited this status.

4.7 Honorary Members shall be exempt from paying any entrance fee or subscription and shall be entitled to all the privileges of Membership, save that they shall have no voting rights.

5. ELECTION AND ADMISSION OF MEMBERS

- 5.1** With the exception of Honorary and Ambassador Members, the election and admission of all categories of Members shall be vested in the Club Committee.
- 5.2** All applications for Membership must be made on a form provided by the Club Committee. A candidate may not be admitted to Membership (or, as a candidate for Membership, be admitted to the privileges of Membership) without an interval of at least two days between their nomination or application for Membership and their admission as a Member of the Club.
- 5.3** Upon election or admission, the Member will be notified accordingly and they will be provided with a copy of the rules. The Member shall be bound by all rules and bylaws which may be made from time to time.
- 5.4** The elected or admitted Member shall not be entitled to any privileges of Membership until he or she has paid their Joining Fee and Annual Subscription.

6. COMMUNICATION WITH THE CLUB

- 6.1** All Members shall be under a continuing duty to notify the Club Committee of their up-to-date postal address, telephone number and email address. Any notices required to be given by the Club to Members may be sent by post, email or posted on the Club's website. Posted notices shall be deemed to arrive two days after being posted by the Club. Electronic notices shall be deemed to arrive immediately after being sent by the Club.

7. MEMBERSHIP LIST

- 7.1** For the purposes of carrying on the activities of the Club, a list of Members, (that may include the Member's name, title and organisation details) may be circulated annually to Members.
- 7.2** Members must only use personal data of other Members (including that contained within the list of Members described at 7.1) for purely personal or household activities and not for any activity that is professional or commercial in nature (without the prior consent of the Club and subject to such conditions as the Club may reasonably require be satisfied in advance).

8. JOINING FEES

- 8.1** Joining fees for Members shall be fixed by the Club Committee and may be changed without prior notice.

9. SUBSCRIPTIONS

- 9.1** Subscription for Members shall be fixed by the Club Committee.
- 9.2** All subscriptions are payable annually on the anniversary of membership.
- 9.2.1** Members that are resident in the United Kingdom shall provide a direct debit mandate that will be used to collect payment for:
- (i) Joining Fees, Annual Subscriptions. In the event that any direct debit instruction is not honoured, the Member must immediately make payment by an alternative means. Membership is renewed annually unless the Proprietor notifies the Member before that date that their Membership will not be renewed. The Proprietor is not required to give any reason for declining to renew any Membership.
 - (ii) Members not resident in the United Kingdom shall provide valid credit cards details which will be used to collect the first payment for Joining Fees and Annual Subscriptions. All bills for food, beverage and/or other goods and services must be paid immediately unless the Proprietor agrees in its absolute discretion to send a bill or use existing credit card details to collect payment.
 - (iii) Cheques are not permitted.

9.3 The Club Committee may authorise Members to pay their Lifetime Membership over a twelve-month period.

9.4 If the subscription or any instalment is not paid within one calendar month of its due date, the Member shall cease to enjoy the privileges of Membership until payment is made. If the subscription or an instalment remains unpaid after two months of its due date, the Club Committee will send to the Member a written reminder of their arrears, and if the same remains unpaid after three months of its due date the Member shall automatically cease to be a Member of the Club.

9.5 In exceptional cases the Club Committee shall have power to remit the whole or any part of a Members' subscription.

10. RESIGNATION

10.1 A Member may resign from the Club by notifying the Club Committee in writing of this fact. The Club will acknowledge the resignation in writing with the resignation coming into effect one month from the start of the following calendar month. Annual Subscription is due until the end of the notice period, any prepaid dues beyond this point will be refunded. Lifetime membership is non-refundable.

11. SUSPENSION AND EXPULSION

- 11.1** The Club Committee shall have the power to suspend for a period not exceeding 90 days or to expel any Member whose conduct, whether within the Club premises or elsewhere, is in the opinion of the Club Committee injurious to the good name of the Club or renders them unsuitable for Membership.
- 11.2** No Member shall be suspended or expelled without first being summoned before the Club Committee and full opportunity given to him/her to advance an explanation or defence.
- 11.3** The Club Committee shall have the power to exclude the Member from the Club premises pending the hearing of the case against them.
- 11.4** A suspended Member shall not have any privileges of Membership, nor may they be nominated or hold office whilst suspended. They shall remain liable for their subscription.
- 11.5** A Member who is suspended or expelled shall have the right of appeal to the Executive Committee if they so request in writing within seven days.

12. DISCIPLINARY PROCEEDINGS

- 12.1** The Club Committee shall have the power to operate a system of disciplinary proceedings for dealing with complaints made in respect of any act or omission which in the opinion of the Club Committee is discreditable or prejudicial to the interests of the Club.

- 12.2** The conduct of the disciplinary proceedings shall be vested in the Club Committee.
- 12.3** No Member shall be disciplined without first being summoned before the Club Committee and a proper opportunity given to them to advance an explanation or defence.
- 12.4** If the complaint is upheld, the Club Committee shall have the power to impose one or more of the following sanctions:
- (i) to warn the Member about their future conduct,
 - (ii) to suspend them,
 - (iii) to deprive them for a specified period not exceeding 90 days of some or all of their privileges of Membership.
- 12.5** The Club Committee must report forthwith to the Executive Committee and the Proprietor any decision made under this rule.
- 12.6** A Member who is disciplined shall have the same right of appeal as described in Rule 11.5.

13. EXPULSION OF MEMBERS

- 13.1** For the avoidance of doubt, the following (non-exhaustive) list of behaviour or offences will lead to the immediate expulsion of a Member from the Club premises and may lead to suspension or termination of their Membership:

- Violent, abusive or intimidating conduct
- Sexual, racial or any other form of discrimination, harassment or bullying towards any other Member, guest or employee of the Club
- Rudeness or bad language to a Member, guest or an employee of the Club
- Any action likely to bring the Club into disrepute
- Any action likely to prejudice the Club's Premises Licence
- Serious insubordination under the influence of alcohol
- Deliberate damage to Club property
- Illegal gaming or betting in the Club
- Any action, within or outside the Club, likely to cause a disturbance to residents in neighbouring properties
- Any action, within or outside the Club, likely to imperil the Club's Premises Licence.

14. COMMITTEES

14.1 There shall be two committees of the Club: the Executive Committee and the Club Committee.

14.2 Executive Committee:

- (i) the Executive Committee shall exercise the powers given to it by these rules and such other powers of management as may from time to time be undertaken at the request of the Proprietor who may veto or vary any decision of the Executive Committee.

- (ii) the Executive Committee shall consist of such persons as the Proprietor may appoint from time to time at their absolute discretion.
- (iii) there is no requirement for the Executive Committee to meet in person.

14.3 Club Committee:

- (i) the Club Committee shall have all administrative powers necessary to carry out the objects and operation of the Club in accordance with these rules and regulations.

15. MANAGEMENT OF THE CLUB

15.1 Generally: the management, control and operation of all the affairs of the Club shall be vested in the Club Committee.

15.2 Bylaws: the Club Committee shall have the power to make, alter or revoke such bylaws as it considers necessary for the good governance and well-being of the Club.

16. CLUB INDEMNITY

16.1 The Proprietor, Members of the Executive Committee, Members of the Club Committee and any other officials or employees of the Club shall be indemnified by the Club out of Club funds against any legal or monetary claim made against them by third parties in connection with the proper discharge of their duties.

17. GUESTS AND VISITORS

- 17.1** The number of guests per Member shall be limited to 3. This number may be increased on an ad-hoc basis by the Club Committee.
- 17.2** Members may invite guests onto the Club's premises but must accompany such guests during their stay at the Club and shall be responsible for their behaviour. The Club Committee shall have the power, in their absolute discretion, to exclude any guest or visitor from the Club's premises.
- 17.3** The following may not be admitted as guests to the Club:
- Former Members who have been expelled,
 - Persons who, having applied for Membership, have been rejected,
 - Persons who are under 18 years old, and/or
 - Members who are under suspension.

18. INTERPRETATION OF THE RULES

- 18.1** If any question or dispute arises as to the meaning or interpretation of these rules or of the bylaws made thereunder, the matter must be referred to the Proprietor for a ruling thereon. Their ruling shall be final.

19. AMENDMENT OF THE RULES

- 19.1** These rules may be added to, altered or revoked by the Proprietor at any time.

20. DISPUTE RESOLUTION

- 20.1** Any dispute between the Club and its Members or between the Members themselves which relate to these rules (or the bylaws) or which concerns the affairs of the Club shall be referred to the arbitration of a sole arbitrator to be appointed in accordance with Section 16(3) of the Arbitration Act 1996, the seat of such arbitration being hereby designated as London. The arbitrator shall decide the dispute according to the laws of England and Wales. This rule does not prevent the dispute being referred to mediation for resolution prior to arbitration.

21. GENERAL

- 21.1** All Members and guests are required to maintain an acceptable standard of dress and behaviour, conducive and appropriate to the objects and quality of the Club. This is subject to the Club Managers discretion.
- 21.2** Photography, filming and/or recording of any sort within the Club premises is strictly prohibited.
- 21.3** Talking on mobile telephones is prohibited on the Club premises except in the reception area, Members' Bar and Chairman's Room, however courtesy and respect must be given towards other Members at all times. iPads, tablets and similar electronic products are allowed in public areas of the Club, however laptops are prohibited from use in the Club premises except in the private rooms. Mobile phones may be

used throughout the Club provided they are turned to “silent”. Members are not permitted to take photographs in any public areas.

- 21.4** The sale and supply of alcohol within the Club premises is permitted within the hours and in accordance with the conditions as granted under the premises licence. Only alcohol procured at the Club is permitted to be consumed in the Club.
- 21.5** The Club shall be open to receive Members and their guests between the hours of 07:00 to 23:00 Monday to Friday inclusive. Dining shall be available from 07:00 to 22:00. These hours may be lengthened or shortened at the discretion of the Club Committee, subject to any statutory or other consents.
- 21.6** The Club shall be closed on weekends, bank and public holidays, and in August. Other dates that the Club shall not be open shall be communicated to the Members at the start of each month.
- 21.7** All property brought onto the Club premises by any Member or their guest shall be at the sole risk of the person taking such property onto the Club premises. The Proprietor, Executive Committee, Club Committee or any employee or agent of the Club shall not be liable for any loss or damage to any such article, howsoever occasioned.

- 21.8** A “benefits book/list” shall be made available to Members, which sets out all current available benefits provided by the Club or affiliated third parties. To the extent a Member wishes to make use of a benefit provided by a third party, that Member should contact the relevant third party directly.
- 21.9** Members shall keep all passwords including their Access Profile, user names and any other identifying information used in connection with the Club for whatever purpose, private and secure.
- 21.10** Each Member shall keep their Access Profile strictly confidential and may not disclose it to any other party. Members shall be held responsible for any damage caused through the use of the Access Profile by an unauthorised person.
- 21.11** The Club has no designated parking facilities. Four Seasons Hotel London at Ten Trinity Square offers limited parking, Members will be able to avail of this service subject to availability at parking rates set by the hotel.

22. GAMBLING

22.1 Gambling is not permitted on the Club premises.

23. RESERVATIONS

23.1 Reservations may be made by telephone, email, online or in person. A confirmation email will be sent to the Member to confirm telephone reservations.

23.2 Reservations may be cancelled or changed by telephone. A confirmation email will be sent to the Member to confirm cancellations or changes. Any cancellations of reservations must be done by telephone at least 24 hours in advance.

23.3 A cancellation fee may be charged for cancellations of member's events less than 24 hours in advance or for a failure to show.

24. STAFF

24.1 No Member shall induce or encourage any employee to leave the employment of the Club either during their Membership or up to 12 months thereafter. Gratuities may be given by Members to individual employees of the Club at the discretion of the Member for excellent service.

24.2 No other gratuities or gifts shall be given by Members to employees of the Club without the prior consent of the Proprietor.

25. LIABILITY

25.1 Except in the case of death or personal injury caused by the Proprietor's negligence, the Proprietor's liability under or in connection, tort or otherwise shall not exceed the sum of the annual subscription paid by the Member.

26. DISSOLUTION

26.1 The Club may be dissolved by the Proprietor at any time at its sole discretion.