

CLUB LS1

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1. Name and Organisation

1.1 The name of the Club is Cub LS1 ('the Club').

1.2 The Objects of the Club are the promotion of fellowship amongst people in Yorkshire and the furtherance of Yorkshire's economic, social and cultural well-being in a sociable environment with the other advantages and facilities of a members club.

1.3 The Club is a proprietary club, the proprietor being Delta Clubs Limited of 3 Albion Place, Leeds LS1 6JL ('the Proprietor').

1.4 The Club premises are located at 3 Albion Place Leeds or such other premises as the Proprietor may provide.

1.5 The Proprietor is responsible for providing the Club and its members ('the Members') with non-exclusive use of the Club premises and all necessary facilities for carrying on the Club in accordance with these Objects and Rules.

1.6 The Members of the Club are under no financial liability by reason of their Membership of the Club save the annual membership fee, which is determined by the Proprietor.

1.7 The Proprietor and the Members of the Club shall conduct the Club in accordance with these Rules and it is a condition of Membership of the Club that a Member shall comply with the Rules.

2. General Committee and Officers

2.1 The General Committee of the Club comprises the directors and the company secretary of the Proprietor and any person co-opted to the General Committee under Rule 2.5. The chairman, the deputy chairman and a membership secretary shall be appointed by the General Committee who shall be the Club's officers.

2.2 The Proprietor may remove any officer from their office at any time.

2.3 Any four members of the General Committee form a quorum provided that at least two officers of the Club are part of any quorum.

2.4 The General Committee may also co-opt two or more additional members as the proprietor shall from time to time direct.

2.5 Co-option to the General Committee is at all times subject to the approval of, and is terminable at any time by, the Proprietor.

2.6 The General Committee shall exercise the powers given to it by these Rules and such other powers of management as the Proprietor shall from time to time decide save that the General Committee shall not incur any expense on behalf of the Proprietor or give any warranty on behalf of the Proprietor save in respect of the Club and in accordance with such limits as the Proprietor shall from time to time decide.

2.7 The General Committee has all administrative powers necessary to carry out the objects of the Club in accordance with these Rules.

2.8 The General Committee plans to meet at least every three months to arrange the affairs of the Club.

3. Sub-committees

3.1 The General Committee may appoint sub-committees consisting of members of the General Committee and other members of the Club, as it may deem necessary or expedient for the object of furthering any particular activity of the members.

3.2 The General Committee may depute or refer to each sub-committee such of its powers and duties (except those relating to the expulsion of members) as it may determine subject to the prior written approval of the Proprietor.

3.3 Each sub-committee must keep minutes of its proceedings which it must produce to the General Committee and must conduct its business in accordance with the directions of the General Committee.

3.4 No sub-committee may incur any expense on behalf of the Club or give any warranty on behalf of the Club.

4. Membership Procedure

4.1 The policy of the Club both as to admissions and generally is that it will not discriminate between applicants or Members on grounds of race, gender, religion, disability or sexual orientation, all of which are regarded as irrelevant per se to Membership of the Club. Members are required as a condition of Membership personally to adopt this policy while in the Club premises or conducting Club business.

4.2 Every candidate for Membership must be at least 18 years of age.

4.3 Proposals for Membership must be on the forms provided for that purpose and must be signed by the candidate for Membership. The General Committee may accord temporary Membership to an applicant for Membership pending their prospective acceptance as a Member.

4.4 The General Committee reserves the right to refuse any application for Membership of the Club and will not enter into correspondence regarding their decision.

4.5 Acceptance of Members is at the sole discretion of the Proprietor.

4.6 Immediately upon election the membership secretariat will give notice to the candidate. After the initial payment of their first subscription as applicable the accepted candidate shall then become a Member of the Club and entitled to all the benefits and privileges of Membership and is bound by these Rules.

4.7 An application from a former Member for reinstatement shall be made and decided in the same manner as an application for new Membership. Prior to reinstatement the former Member shall be required to pay any monies they owe the Club.

5. Membership Fees, Annual Fees and other charges

5.1 Annual Fees and any other fees shall be such sums and payable in such manner as is determined by the General Committee from time to time.

5.2 The member shall pay all fees as soon as he or she has been invited to join the club.

5.3 All subscriptions and payments shall be made payable to 'Club LS1'.

5.4 Every member shall, before leaving the club, pay all charges incurred by the member except by special arrangement with the General Manager in which case accounts must be settled within 30 days of the issue of any invoice or statement.

5.5 Any member who fails to settle such accounts within 30 days shall at the discretion of the Proprietor either be suspended or have their membership withdrawn.

5.6 The Proprietor may terminate the Membership of any Member whose subscription is more than one month in arrears.

5.7 The name of a Member whose Membership is terminated will immediately cease to be a Member of the Club and forfeit all rights of Membership.

6. Membership Cards

6.1 Membership cards are the property of the Proprietor and shall be produced or returned on demand and are not transferable. There will be a £10 charge for replacement of lost cards.

6.2 Providing a non-member with the use of a membership card or details of how to enter the club's premises is regarded by the Committee as a serious breach of the Rules.

7. Changes in Membership Status

7.1 It shall be the responsibility of a Member before the end of the current subscription year to draw to the attention of the membership secretary any change in their circumstances that would affect the category or sub-category of their Membership.

7.2 Any Member wishing or requiring a change of the category or sub-category of their Membership shall apply in writing to the membership secretary. If approved, alteration in Membership status shall take effect from the beginning of the next financial period or such other date as the Committee shall decide in any individual case.

8. Resignations

8.1 The resignation of a Member shall take effect on receipt by the membership secretary of written notice of resignation together with the return of the membership card and payment in full of any indebtedness to the Club. Any refund of the annual subscription shall be at the discretion of the Committee.

9. Addresses of members and notices

9.1 Members must inform the membership secretary of their address and of any change of address.

9.2 Notices required by these rules and byelaws to be given to Members may be given either by prepaid letter addressed to a Member at the last address the Member has furnished to the membership secretary or by exhibiting the notice in a prominent place in the Club premises.

10. Rights and liabilities of members

10.1 Every member of the Club (subject to these Rules and the byelaws for the time being in force) is entitled to use and enjoy (in common with other members of the Club) the Club premises and things provided by the Proprietor for the use of the Club on such terms and conditions as to payment and such limitations as to access and use or otherwise as the Proprietor may from time to time stipulate.

11. Guests

11.1 A Member may bring guests into the Club and shall be responsible for defraying any expense incurred by their guest that the guest does not pay before leaving the Club premises.

11.2 A Member shall ensure that their guest strictly observes the Club Rules and Byelaws.

11.3 Members shall ensure that their Guests sign and write their name and address in the Guest book supplied for that purpose.

11.4 Members must accompany guests introduced by them during the period of their stay in the Club and be responsible for their conduct.

11.5 The Club will not enter into correspondence with Members' guests.

11.6 A Member may use the Club premises for a private party with the prior written approval of the Committee. Guests attending such a party are not required to sign the Guest Book.

11.7 The following may not be admitted as guests;

11.7.1 Former Members who have ceased to be Members under these Rules for any reason other than resignation,

11.7.2 Persons who, having applied for Membership, have been rejected, and,

11.7.3 Members who are under suspension.

11.8 Members of Reciprocal Clubs are entitled to visit the Club by prior arrangement.

11.9 All visitors must produce the Membership Card for their own Club or a letter of introduction.

11.10 When visiting the Club, they must 'sign-in' using the book provided at the reception and include the names of any accompanying guests.

11.11 All visitors must comply with the Rules, Bye-Laws and Regulations of the Club

11.12 Members of Reciprocal Clubs may book or sponsor banqueting functions but do not qualify for Members' prices unless they have become Members.

12 Complaints

12.1 Any grievance or complaint shall be addressed in writing to the Chairman of the Club.

12.2 The General Committee shall consider such complaints as have been received at each of its meetings, and shall notify the complainant promptly in writing whether or not any consequential action is to be taken.

13. Clubs Employees and Property

13.1 The conduct of a member of staff shall in no instance be made a matter of personal reprimand by a Member. Any complaint shall be addressed in writing to the General Manager.

13.2 No Member shall personally or directly give any money or gratuity to any employee of the Club and receipt of any gift by an employee shall justify his or her summary dismissal. This rule has been rigorously observed in this and all other principal private Clubs since their foundation. It is based on the principle of the equality of Members and that the Club is to them an extension of their home.

13.3 The Club has a Staff Fund that is open all the year to receive such donations as Members and their visitors may wish to give - the Committee distributes the proceeds in December. Donations are dealt with by the General Manager.

13.4 Individual Members shall send no employee of the Club out of the Club premises on personal errands.

13.5 No Member shall damage, mutilate or take away from the Club premises any part of the fixtures, fittings and equipment at the Club premises, any newspaper, pamphlet, book or other article, artifact or other thing which is the property of the Club.

14. The Club's Responsibility

14.1 Neither the Proprietor nor any officer or member of the General Committee shall owe or be liable in any way to any Member in respect of a personal duty of care or be liable to any Member or guest of any Member for any loss or damage to any property belonging to Members or their guests howsoever caused in or about the Club premises save to the least extent that the law shall otherwise provide.

15. Byelaws

15.1 The General Committee may from time to time with the approval of the Proprietor make, vary and revoke byelaws (not inconsistent with these Rules) for the regulation of the internal affairs of the Club and the conduct of Members.

15.2 Until revoked all byelaws are binding on the Members.

16. Standards of Behaviour

16.1 All members will behave in a responsible manner, which allows other members to enjoy their membership of the club. They will treat other members with due courtesy and consideration and respect the property and belongings of other members.

16.2 The committee will consider acting to discipline or expel any member if they receive a formal complaint of unacceptable behaviour from any other member.

16.3 Examples of unacceptable behaviour include:

16.3.1 Harassment - acting towards any other member in a manner which is intended, or could reasonably be expected, to cause distress and thereby harm their enjoyment of the club. Examples might include bullying, preventing someone from attending events, passing on or improper use of confidential or personal information or spreading malicious rumours or gossip, unwanted persistent soliciting of favours of a sexual nature, unwanted persistent communications with another member of an explicit or offensive nature;

16.3.2 Unruly behaviour - behaving in a manner which could reasonably be expected to offend other members or the general public such as excessive drunken, disorderly or abusive behaviour;

16.3.3 Bringing the club into disrepute - behaving in a manner, or publicising opinions which damage the image of the club.

16.4 The committee may at its discretion, request that evidence be provided to substantiate any complaint made against another member. The committee may also at its discretion raise or use any such evidence during a grievance process with either party involved in such a process.

17. Conduct of members

17.1 Members are expected to dress appropriately for a club reserved for leaders in their chosen field. Although a tie is not compulsory, a smart casual attire is the expected minimum within the Club premises. Jeans, 'T' shirts, short trousers or skirts and casual or training shoes are examples of unacceptable attire. Members are expected to respect the dress code of each reciprocal club they attend and not bring Club LS1. Not to do so will be considered an act that brings Club LS1 into disrepute.

17.2 The Proprietor may expel from the Club premises or from the Club (or suspend from Membership for a specific period) any Member or guest of any Member whose conduct or presence, in the opinion of the Proprietor, is or has been or might be injurious to the character or interests of the Club, its staff or premises or render that Member unfit or unwise to associate with other Members of the Club. Any Member or guest asked to leave the Club premises by an officer, by the general manager of the Club or duly appointed employee of the Proprietor shall do so immediately and conveniently or as otherwise required without causing any nuisance to other Members or their guests.

17.3 Save where health and safety requires otherwise when a Member is to be or has been expelled from the Club premises or expelled or suspended from Membership, the alleged conduct or the problematic nature of their presence must be inquired into and the Member involved must be given an explanation of what aspect of the Member's conduct or

presence is of concern and must be given a fair opportunity to question that concern, to defend themselves and to justify or explain their behaviour or ameliorate what makes them possibly problematic.

17.4 Having inquired into the events, if the Proprietor is of the opinion that on balance of probability the Member has undertaken such conduct or is problematic as mentioned above and the Member has failed to justify or explain, or ameliorate same to the reasonable satisfaction of the Proprietor and the conduct or problem merits such action, the Proprietor may continue the expulsion or suspension of the Member at the Proprietor's discretion.

17.5 A Member expelled forfeits all the privileges of membership forthwith without claim for any refund of subscription or any claim or remedy whatsoever against the General Committee or the Club or any Director or employee of the Proprietor in respect of any such matter.

17.6 No illegal betting or gaming, drunkenness, use of illegal drugs, bad language, gross impoliteness, harassment or assault of or violence or threat of violence against any person or other misconduct is permitted on the Club premises and such conduct shall be enquired into by the Proprietor, any officer of the Club or by the Club general manager with a view to deciding whether any Member shall be expelled from the Club premises or expelled from the Club or suspended either with or without notice or prior explanation or forthwith as the Proprietor or said general manager shall see fit.

18. Intoxicating liquor

18.1 Sale or supply of intoxicating liquor in the Club is permitted within the licensing hours and conditions in force for the Club from time to time.

18.2 The bar opening hours are fixed by the Proprietor.

19. Hours of opening

19.1 The Club will be open to receive Members between reasonable hours daily, but these hours may be lengthened or shortened on occasion or in general at the discretion of the General Committee with the consent of the Proprietor.

20. Alteration of rules

20.1 These Rules may be revoked, supplemented or altered by the Proprietor.

20.2 Any such revised rules shall be deemed to have been brought to the notice of the Members provided that a copy thereof is duly displayed on or placed near to a Club notice board.

21. Dissolution

21.1 The Proprietor may dissolve the Club at any time and on the dissolution of the Club by the Proprietor such property of the Club as belongs to the Members (if any) must be disposed of in a manner decided by the Members in general meeting.

22. Disputes

22.1 Any dispute or difference which may arise as to the meaning or interpretation of

these Rules or of any byelaws made in accordance with these Rules or as to the powers of the Proprietor, officers or General Committee or any sub-committee or the validity of any proceedings of the General Committee or any sub-committee must be determined by the Proprietor, whose decision is final and binding on all Members and guests of the Club save for manifest error.

23. Interpretation

In these Rules:

23.1 References to any gender include the others and where appropriate the singular the plural and the plural the singular,

23.2 The headings are for ease of reference only and are not to be taken into account in their interpretation,

23.3 These Rules shall be governed by English law and shall be made in England and the Parties hereby submit to the exclusive jurisdiction of the High Court of Justice in England in relation to any proceedings arising out of or in connection with these Rules,

23.4 These Rules and bylaws made under them shall constitute the entire agreement and understanding between a Member and the Proprietor with respect to all matters which are referred to,

23.5 No failure to exercise or delay in exercising or enforcing any right or remedy under these Rules shall constitute a waiver and no single or partial exercise or enforcement of any right or remedy under these rules shall preclude or restrict the further exercise or enforcement of any such right or remedy. The rights and remedies of a member and of the Proprietor provided in these Rules are cumulative and not exclusive of any rights and remedies provided by law. The invalidity illegality or unenforceability of any provision of these Rules or of any bylaw made under these Rules shall not affect the continuation in force of the remainder of these Rules and any other such bylaws.