

Lensbury Club Rules

1. Name

The name of the Club is Lensbury, "the Club".

2. Objects

The Club is formed to provide and encourage sporting, recreational, social and residential facilities for Members.

3. Constitution of the Club

The Club is a proprietary Club and the proprietor is Lensbury Limited ("the Proprietor"). The Proprietor will provide the Club with premises and all reasonable facilities to carry out its objects. The Proprietor will be solely responsible for all costs involved, including the engagement, dismissal and payment of staff and for catering. The day to day running of the Club is managed by the Chief Executive who shall be appointed by the Proprietor

4. Terms and Conditions of Membership

Each Member is entitled to use and enjoy the premises and facilities on such terms and conditions as are contained in these rules. No Member shall be under any financial liability except for payment of subscriptions and any tariff charges. No Member shall gain any proprietary right in the Club premises, fixtures, fittings or chattels or in any other Club property, by virtue of membership.

5. Membership Types and Categories

There shall be the following types of membership but these may be added to or reduced as the Proprietor may, from time to time, decide:

- a) Individual Membership, which shall be open to all persons over the age of 18
- b) Couple Membership, which is open to married and civil partnerships, resident at the same address, at the Proprietor's discretion
- c) Baby Membership which shall be open free of charge to children under 12 months of age of a parent who is a member
- d) Toddler membership which shall be open to children aged from 1 year to 4 years of a parent who is a member
- e) Child Membership which shall be open to children aged from 5 years to 12 years of a parent who is a member
- f) Junior Membership which shall be open to children aged from 13 years to 15 years of a parent who is a member
- g) Youth Membership which shall be open to children aged from 16 years to 20 years of a parent who is a member
- h) Student Membership which shall be open to children aged 21 years and over of a parent who is a member. An official confirmation, eg. copy of valid SU card or similar, will be required when applying for the membership
- i) Nanny Membership which shall be open to bona fide nannies of current members
- j) Staff Membership which shall be open to employees and pensioners of the Proprietor subject to the conditions laid down in the Proprietor's Employment Manual
- k) Staff Children Membership which shall be open to children of staff members, as laid down in the Proprietor's Employment Manual.

There shall be the following categories of membership but these may be added to or reduced as the Proprietor may, from time to time, decide:

- i) Peak Membership – usage is permitted throughout all non-residential opening times and at all times when resident
- ii) Weekday Plus Membership – usage is permitted at all non-residential times Monday to Friday and after 5.30pm on Saturdays, Sundays and Bank Holidays, and at all times as a resident.
- iii) Off-Peak Membership – non-residential usage is permitted only Monday to Friday before 5.30pm. Residential stays are permitted at all times. The Member cannot use the Club unless resident at weekends or Bank Holidays.

iv) Occasional Membership – usage is restricted to 12 visits per calendar year, at any time of the members' choice. A residential stay of up to 2 weeks counts as a single visit. This category of membership is available only to Shell employees and pensioners. The minimum period of this membership is 6 months.

v) Ordinary Membership – is available to current Shell Employees and Pensioners under either Peak, Weekday Plus or Off-Peak access. Deferred Shell Pensioners become entitled to the Ordinary Membership when in receipt of a Shell pension.

vi) Associate Membership – is only available to existing Associate Members and their sponsors; or Shell Employees leaving the Company who have 5 years or more service and are existing Lensbury Ordinary Members, eg. Deferred Shell Pensioners.

vii) Country Membership – usage is restricted to residential access only. Non-residential access is permitted only as a Guest of a Member under the relevant Rules of the Club.

viii) Temporary Membership may be offered in exceptional circumstances entirely at the discretion of the Proprietor. The terms and conditions relating to any such membership would be determined on granting the membership.

ix) Complimentary Membership – the Proprietor shall have the power to admit complimentary members on such terms as he thinks fit.

Any changes to member's circumstances must be advised/provided to the Membership Department in writing at the earliest convenience for approval by the Proprietor.

6. Application for Membership

Every candidate for membership will complete and lodge an application for membership in accordance with the Rules of the Club on a form provided by the Club together with, if applicable, a non-refundable joining fee. Acceptance of members is at the sole discretion of the Proprietor. The Proprietor shall inform a candidate that he has been elected or rejected for membership. If an application has been rejected the joining fee and any subscription paid shall be returned to the applicant. When an elected applicant has paid the joining fee and first subscription he becomes a member of the Club and is entitled to all the privileges of membership, receives a copy of these rules and agrees to be bound by them.

7. Membership Fees

The joining fee and the subscription amount for each category of membership will be displayed on the Club notice board. The Proprietor will give at least one month's notice in writing of any alteration to any members' subscriptions. Members who do not wish to accept any increase in subscription may cancel their membership by giving written notice in accordance with paragraph 9. The member giving the notice must continue to pay subscriptions at the rate current immediately prior to any proposed increase until the end of such notice period. The Proprietor will refund any subscription that has been paid by a member for any period after the expiry of the notice.

8. Tariff Charges

The Proprietor will determine from time to time the fees for the use of all courts and other facilities or services not included in the membership subscription. These fees will be paid before play is commenced in such a manner as the Proprietor indicates. The Proprietor will give at least one month's notice of changes to tariff charges in writing on the Club notice board.

9. Termination of Membership

a) A member may terminate his membership on 30 days notice in writing. If the member terminates in accordance with the terms above the Proprietor will return any part of the membership subscription which relates to the period after termination. On termination of membership the joining fee is not refunded. A member cannot re-join within 6 months.

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b) The Proprietor may terminate membership in the following circumstances:-

- i) The Member commits a serious or repeated breach of these rules.
- ii) If any part of the membership fee or subscription remains unpaid for 30 days after its due date for payment.

10. General Conditions of Membership

a) Membership Cards will be issued to all members and must be produced to gain entry to the Club or a charge paid. Cards are not transferable and any card being used by a person other than the Member will be regarded as a serious breach of these rules.

b) Members must enter and leave the Club by the member's entrance unless they are resident or attending a function in a private dining room.

c) The Proprietor reserves the right at any time to refuse admission to any Member or guest.

d) Members are responsible for the behaviour of their guests. A Member introducing a guest is responsible for that guest's behaviour.

e) Any child under the age of 13 must arrive and leave the premises accompanied by an adult member who will remain on the premises as long as the child remains and who is responsible for the child's conduct. Children under the age of 9 must be accompanied on the Club premises by an adult Member at all times. Children under the age of 14 shall not be permitted in a bar unless accompanied by an adult. For the purposes of these rules a bar is any place exclusively or mainly used for the sale and consumption of intoxicating liquor. They may, however, pass through to other areas of the Club to which there is no other convenient means of access.

f) A Member aged 13 to 18 years is the responsibility of his parent whilst on the Club premises.

g) The Proprietor reserves the right to pre-book courts or other facilities for associated organisations, conference centre users or hotel residents.

h) Members must show consideration to other persons on the premises and, by example, profane or abusive language will not be tolerated.

i) Members and guests participating in any activity in the premises must wear appropriate clothing and footwear as indicated by the Proprietor.

j) No Member or guest will bring any pet or other animal onto the premises with the exception of guide dogs to aid the blind and deaf.

k) Smoking is not permitted in any of our buildings.

l) Business meetings may not be conducted in the public areas.

m) No food or drink may be brought into the Club premises by a Member or guest.

n) Members must park in designated parking spaces only. Cars parked in violation of this rule will be subject to clamping and the Proprietor reserves the right to charge a fee for release. Parking is provided for Member's use of the facilities only unless prior approval is obtained in writing from the Proprietor.

o) Members are not permitted to take photographs or movie shots (including by using a camera, a mobile phone or PDA) on any part of the Club site without the express permission of the Club Manager.

p) Members must read and adhere to the health and safety notices posted by any equipment or facility in the Club.

11. Exclusion of Liability

The Proprietor will compensate Members for any loss or damage which he suffers if the Proprietor fails to carry out his obligations under the Rules to a reasonable standard or breaches any of the duties imposed on him by law (including death or personal injury to a Member by the Proprietor's negligence) unless that failure is attributable to:-

- a) The Member's fault;
- b) A third party unconnected with the provision of services under these Rules;
- c) Events which neither the Proprietor nor his suppliers could have foreseen or prevented even if the Proprietor had taken all reasonable care.

12. Guests

a) Guests must be signed in by a Member at the reception desk immediately upon entering the Club and the appropriate guest fee paid.

b) The Member who signs in the guest must be and remain on the Club premises for as long as the guest so remains except when the guest is resident or where prior permission is obtained from the Proprietor. Guests will not be admitted until the Member is present.

c) The following may not be admitted as guests:

i) former Members whose membership of the Club has been cancelled by the Proprietor;

ii) persons who, having applied for membership, have been rejected;

iii) members who are under suspension;

iv) an employee of Lensbury Limited; and

v) a Weekday Plus or Off-Peak member may not be admitted as a 'Social Guest' at times excluded under their membership, unless accompanying a member with a valid guest voucher that may be issued by the Proprietor from time to time.

d) A 'Social Guest' for whom the Social guest fee has been paid may use the Clubhouse public areas, including the Treatment Spa, and the gardens but has no access to any of the activity areas or facilities.

e) A 'Guest' for whom the Adult Activity or Junior guest fee has been paid may use any Club facilities, including all fitness and sports facilities, provided that any additional fees due are paid and such use is in accordance with the Club's safety guidelines for that activity,

f) An adult Member may bring no more than 2 guests into the Club at any one time, unless prior approval of the membership department has been obtained.

g) Baby, Toddler and Child Members aged 12 years and under have no guest entitlement. Junior and Youth Members aged 13-20 years may bring no more than 1 guest into the club at any one time.

h) A Member may not bring a 'Social Guest' before 5.30pm on Saturdays, Sundays and Bank Holidays. Exceptional arrangements for guests lunching in the Thames View Restaurant apply and members will be allowed to use valid vouchers for weekend guests that may be issued by the Proprietor from time to time.

i) No guest may use the Club more than twelve times in the period of one calendar year as a guest regardless of which Member signs him in.

j) If the guest is a player for the visiting opposition for an official Club fixture, no guest fee will be charged for the opponent.

k) If a 'Social Guest' of a Member is found to be using any facilities other than those permitted, then the membership of that Member may be cancelled with no refund made.

13. Affiliation to National Sports Bodies

The Club may become a member of any Association or Federation of Clubs that the Proprietor shall deem necessary and will then act and abide by the Rules of that Association, and the Members shall be bound thereby.

14. Licensed and Opening Hours

a) The hours for the sale, supply and consumption of intoxicating liquor shall be the permitted hours as stipulated by the proper licensing authority and shall be displayed at the Club. Alcohol may not be consumed in the Lockside complex.

b) The Club premises will be open to Members between such hours and upon such days as the Proprietor shall determine and give notice thereof to Members on a notice board in the Club premises.

15. List of Members

The Proprietor shall maintain, at the premises, a List of Members showing the name and address and category of membership of all Members of the Club, and shall make the said list available for inspection as regulated by the Data Protection Act (DPA) 1998.

16. Amendment of Rules

The Proprietor reserves the right to amend these Rules and will provide written notice on the Club notice board.

17. Closure

The Proprietor may at any time close the Club or individual facilities for such a length of time that the Proprietor sees fit, save that in the event of the proprietor determining to dissolve the Club, the Proprietor shall give at least three month's notice thereof to the Members and at the expiration thereof all memberships shall be terminated and the Members shall have no rights or claims against the Proprietor.