



V.11.25

CLUBSPACE: TERMS AND CONDITIONS

1.DEFINITIONS

The Arding Rooms or the Club – is a members club located at 10 St John's Road, London SW11 1PN and comprises of: members bar, breakout areas, meeting rooms and event space, as supplemented and/or replaced from time to time by the Operator.

Guest – is an individual who gains access to the Club due to the Member's membership.

Joining Fee – is a non-refundable joining fee, as set out in the Membership Particulars.

Member – means any member of the Club who has signed up and which is subject to the terms and conditions set out herein and the General Terms and Conditions.

Membership Committee – shall mean a committee nominated by the Operator from time to time. The Membership Committee shall have full authority, as prescribed by the Operator from time to time, over all matters relating to membership and its decision shall be final with regard to the membership.

Membership Fee – is the annual membership fee as set out in the Membership Particulars.

Membership Particulars – the form titled "Membership Particulars" which sets out the membership details for that individual Member.

Membership Payment Plan – a monthly or annual payment plan, as set out in the Membership Particulars.

Membership Start Date – the date on which a Member's membership to the Club commences, as set out in the Membership Particulars.

Operator means X & Why Limited (Company No 11571822) whose registered office is at People's Mission Hall, 20-30 Whitechapel Road, London E1 1EW, being the operator and manager of the Operator Premises pursuant to a management agreement between us and the Operator.

Terms and Conditions means these terms and conditions which shall apply unless otherwise stated or amended in accordance with the terms herein or otherwise at the discretion of the Operator and which can be found on the Operator website.

2. PREAMBLE

The Operator will provide social and recreational facilities at the Club to Members and any of their Guests in accordance with these Terms and Conditions and at their discretion.

The Club is a proprietary club managed on behalf of Cliveglan OpCo Limited by the Operator.

These Terms and Conditions maybe altered by the Operator at their discretion.

3. OBJECTS

The object of the Club is to establish, maintain and conduct a club for the enjoyment and accommodation of its invited members and guests, for the purpose of social interaction, education on topics of interest in a community environment at 10 St John's Road, London, SW11 1PN and other such associated buildings as may be and become available.

4. MEMBERSHIP AND RENEWAL

Membership subscriptions are a minimum 12-month commitment. The annual membership will either commence on the Membership Start Date or on the annual anniversary of Membership Start Date (as applicable). Memberships will automatically renew on the Membership Start Date anniversary unless terminated in accordance with the provision of this agreement.

If a Member does not want to renew for another annual term, the Member must contact the Club in writing at least two months prior to the expiration of the annual membership.

The Operator reserves the right not to permit any member to continue their membership at the Club upon renewal and is under no obligation to provide a reason for their decision.

Membership is also subject to termination as stated elsewhere in these terms.

The Joining Fee and Membership Fee for the Club are subject to change from time to time at the discretion of the Operator. Any increase will only be effective following the expiry of the first year of membership. All memberships cannot be transferred unless confirmed in writing from a manager at the Club.

5. MEMBERSHIP TYPES

The Club shall consist of the following membership categories (which may be altered by the Membership Committee from time to time at their discretion):

Founder

Classic

Couples

Under 33

In addition to the above, the Membership Committee may invite to become an Honorary or Committee member any person who in the opinion of the Membership Committee:

(a) has rendered especially noteworthy service or benefit to the Club

(b) will render special benefit or service to the Club

(c) is a distinguished senior member of the Club

(d) is a representative of an associated or affiliated club

Honorary and Committee membership are granted at the discretion of the Membership Committee. Such membership to be granted on an annual basis and reviewed by the Membership Committee each year. However, should the Membership Committee consider so, the membership may be withdrawn at any time without prior notice.

An Honorary or Committee membership shall not pay a subscription, but otherwise shall retain the same rights, privileges and obligations as other members.

An Honorary or Committee member shall not pay a Joining Fee or annual subscription; and in the event of a dissolution of the Club they shall not have any right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

6. TEMPORARY MEMBERS

The Membership Committee may, on the recommendation in writing of any member, invite a person who is a temporary visitor in the United Kingdom to become a Temporary member for such period as the Membership Committee may allow. No one may be a Temporary member;

with less than 24 hours written notice to the Membership Committee or

for longer than one calendar month; or

more than three times in any period of 12 months.

A Temporary member may be required, at the Membership Committee's discretion, to pay a one-off fee instead of a subscription.

The Membership Committee may at any time withdraw a person's temporary membership.

7. APPLICATION PROCEDURE

Membership of the Club will be by invitation only.

Unless otherwise stated herein, all applicants must be aged 18 years or over at the time of their application. The application must be completed in full for each type of membership.

Unless otherwise stated herein, a member becomes a member on being proposed by a member or an officer of the Club and then being elected as such by the Membership Committee and on payment to the Club of all amounts due from them on account of their joining fee and their annual subscription for the year in which they are elected in accordance with these Terms and Conditions. If any such amount is not paid within the period prescribed by these Terms and Conditions, their election shall lapse.

A member who proposes a candidate is personally responsible for satisfying themselves and shall give assurances to the Membership Committee that the candidate is a fit and proper person to be a member of the Club. The candidate must be known by the proposer.

For Under 33 Membership, proof of age must be provided.

For Couples Membership, proof of the same living address must be provided.

The Membership Committee has sole discretion as to who shall be approved as a Member and the type of Membership permitted.

8. ELECTION PROCEDURE

Election shall be by secret ballot of the Membership Committee, a ballot being taken separately for each candidate.

A candidate shall be declared not elected if, on the ballot box being opened, it appears that two or more members of the membership committee have voted no.

No declaration shall be made either of the number of votes cast or the number who have voted for or against the candidate.

No reason shall be given to any candidate in the event of their non-election.

A successful candidate shall be invited by the Membership Committee to become a member of the Club.

9. COLLECTIVE MEMBERSHIP

Any access to reciprocal clubs or other clubs within operated by the Operator may be accessed by Members at the discretion of the Operator from time to time.

10. MEMBERSHIP APPLICATION CANCELLATION

An individual applying to become a Member may withdraw his or her application with immediate effect at any time prior to his or her receipt of an email confirmation of membership.

Such withdrawal must be given in writing by contacting the manager at the Club-
members@xandwhy.co.uk

11. MEMBERSHIP PAYMENT

Joining Fee

A person elected as a member shall pay a Joining Fee of the amount then in force within 30 days after notice of their election has been sent to them by the Club.

The amount of the Joining Fee shall be fixed from time to time by the Operator and/or Membership Committee; and any amount so fixed shall continue in force until the Operator and/or Membership Committee decides on a variation.

Annual Subscriptions

Except as provided by these rules every member shall pay a subscription for each year at the rate applicable for them that year.

The rates of subscription for each year shall be fixed from time to time by the Company before December 1st in the preceding year: and any rate so fixed shall continue in force for each subsequent year until varied by the Company.

The category of membership for each member shall be determined at the beginning of the year for which the subscription is payable.

Payment falls immediately due on the Membership Start Date or on the annual anniversary of the Membership Start (as applicable), in accordance with the Membership Payment Plan and a member may (at their option) pay the current annual subscription:

In a single lump equal to the current annual subscription;

By annual direct debit mandate; or

By monthly direct debit mandate.

Membership will be suspended and may be terminated if payment is not received in a timely manner. A Member who pays for membership by Direct Debit shall set up and shall not cancel a valid Direct Debit Mandate for the duration of his or her membership.

If a member dies the whole of their subscription remaining unpaid for the year shall be deemed as fully paid.

A member who resigns voluntarily shall be liable to pay the balance of their annual subscription.

In exceptional circumstances the Membership Committee may waive payment (in whole or part) of any amount due to the Club in respect of a member's subscription.

12. MEMBERSHIP CANCELLATION

A Member may only terminate their membership with effect from the end of each annual membership period (i.e. once a Member joins or renews their membership, it remains in place for the full one year term) with a minimum of two month's notice in writing.

If a Member wishes to cancel their membership part way through the annual cycle, the Member shall not be entitled to any refund of Membership Fee or Joining Fee in respect of a current annual membership and Membership Fees are payable for the remainder of the current membership year.

13. ACCESS

The Club shall be open at such times as communicated from time to time to the Membership.

Once membership has been approved and the Club has received payment of the Joining Fee and applicable Membership Fee, the Member shall be given access to set up an account for the Operator app.

Members are required to have their Club app or other identification (at the Operator discretion) ready to show at all times whilst at the Club and present to a member of staff on request to show active membership. Allowing another person to use app access or access to the Club (other than in accordance with these Terms and Conditions) may result in termination of membership.

When using the Operator app, Members must adhere to its terms and conditions.

14. GUESTS

Memberships are for personal use only and enables a Member to bring up to four Guests per day during each visit to the Club, subject to the limitations contained herein.

Guests who arrive at the Club in advance of their host Member will be asked to wait in the Reception area until the member arrives to sign them in.

Members must be present at the Club for their Guests to gain admission. Members may not allow their Guests to remain at the Club when they leave.

When accompanied by a member guests may use all the areas in the Club.

Please be aware that during busy times, the Club and the Operator retains the right to limit Guest access to certain areas of the Club and to reduce the number of Guests accompanying a Member. The Club or the Operator has the sole discretion to refuse access to any Member's Guest, and the Club or the Operator may charge an entrance fee for Guests of a Member.

The Club or the Operator may at its discretion apply a limit to the number of times or consecutive days that a Guest may visit the Club.

A Member shall at all times be responsible for the conduct of his or her Guests at the Club, such that a failure by a Guest to comply with these rules relating to conduct shall be deemed to be a failure by the Member.

Members are financially liable for the behaviour of their Guests.

Requests for larger guestlists can be made to the Club@xandwhy.co.uk, such decision is at the discretion of the the Club manager.

Reservations for table bookings, private dining, meeting rooms and events may be made for more than the standard Guest allowance.

x+why expects Members to follow guest list entry guidelines and employ fair and proper usage when receiving Guests at the Club.

15. TERRACE

Members may have access to the terrace at the Club. The rules to relating to access to the terrace may change from time to time and will be entirely at the discretion of the Operator and the Club manager.

We request Members request consent for access to the terrace at any point and:

Do not take alcohol to the terrace unless consent provided;

Do not take glass onto the terrace unless consent provided.

16. CHILDREN

Members must be considerate of other Members when bringing children into the Club. Children are not allowed in the Club unless specifically consented to. When any children are consented to be in the Club, they are the responsibility of the Member at all times whilst at the Club and Members must ensure that children are not left unattended at any time.

Under no circumstances shall Children under the age of 18 shall not be permitted after 6pm.

17. BILLS

Members must settle their bills before leaving the Club premises. Guests may also settle bills. In the case of unpaid accounts or disputes, the outstanding amount will be the responsibility of the Member who signed the Guest(s) into the Club. The Operator reserves the right to refuse entry to any Member with outstanding monies owed. Any Member who fails to settle their bill within 30 days will have their membership suspended until the outstanding balance is cleared. At the discretion of the Operator, and deposit or service retainer maybe used against such outstanding monies and formal action may be taken to recover any outstanding amount owed by a Member and membership to the Club will be terminated.

Members may pay for services and goods supplied by using credit or charge card.

The Club is a cashless operation and a discretionary service charge of 12.5% will be added to food and beverage bills.

18. REMOVAL, SUSPENSION AND TERMINATION

The Operator may refuse admission to the Club to any person in its discretion and without giving any reason.

If, in the opinion of the Operator, a Member and/or a Member's Guest (regardless of whether that Member's Guest has permitted or non-permitted access to the Club) is in breach of these Terms and Conditions and/or the individual's conduct is not in the interests of the Club or the Operator or not befitting a Member of the Club, then the Operator and/or Membership Committee may at their absolute discretion, elect to do any of the following:

- (a) request the Member or Guest leaves the Club immediately;
- (b) suspend the Member's membership with immediate effect; and/or
- (c) terminate the Member's membership with immediate effect.

If a Member or a Member's Guest is asked to leave the Club, the individual will leave quietly and respectfully.

A Member may not access the Club whilst their membership is suspended (even as a Member's Guest).

The Operator or the Membership Committee may re-admit a person to membership, without payment of a joining fee or procedure of re-election, if under all the circumstances and after due enquiry it thinks fit to do so.

In the event of termination, the Member shall pay in full, any outstanding amount owed to the Club by way of Membership Fees or other arrears due within 30 days of termination of membership. Where the Operator holds payment details in respect of the Member, the Member irrevocably authorises the Operator to settle any outstanding amounts owed in full on termination of the membership and, at the discretion of the Operator, and deposit or service retainer maybe used against such outstanding monies and formal action may be taken to recover any outstanding amount owed by a Member and membership to the Club will be terminated.

Except with the written consent of the Operator, no Member shall introduce a Guest at the Club whose membership has been suspended or terminated for any reason (including for non-payment of Joining Fees and/or Membership Fees).

19. FOOD AND DRINKS

With the exception of drinking water, no food or beverages from outside may be consumed or on display in the Club unless medically necessary and with prior approval.

No table shall be kept for a member unless it is a confirmed booking. Members must inform a member of The Club staff when moving location within the Club, in order to transfer charges accordingly.

Members are not permitted to privatise member areas, connected spaces or lounges within the Club for personal use unless the space has been pre-booked or consent has been granted.

Intoxicating beverages will be supplied only to bona fide members and their Guests. Alcoholic beverages may be supplied to persons attending a private or previously arranged event if a bona fide Member is present. The consumption of alcohol will be permitted during the general licensing hours in force subject to such extensions as may be available to the Club.

There will be a charge on each bottle of wine and each bottle of spirit brought into the Club by a member for consumption on the premises. No member or guest may consume their own food or beverage on the Club premises.

20. DEPOSITED LUGGAGE AND CLOAK ROOM

A member may not deposit luggage for store at the Club unless specifically agreed in writing by the Operator. Lockers are available for the storage of small personal items and hanging rails for coats, to be left at the Member's risk.

Coats, umbrellas, large jackets, parcels, and big bags (including shopping bags) should not be left on the floor, nor around the public areas and must be stored in the cloakroom.

21. DRESS CODE

Members and their guests should be appropriately dressed in the Club and always wear suitable clothing and footwear. Whilst there is no specific standard or code, the Operator reserves the right to refuse admission to the Club if the standard of dress is considered or to be inappropriate or indecent.

22. GENERAL BEHAVIOUR AND DISCIPLINARY PROCEDURE

Whilst on the premises, Members shall at all times act in a manner that is respectful and courteous towards other members, guests, staff and all other third parties.

Members shall not act in a manner that is in any way abusive, harmful or offensive to such persons. Such conduct may include but is not limited to; sexual misconduct, violent or abusive behaviour, any breach of the Club illicit substances policy.

A Member shall not use the Club for the purposes of any trade, profession or business or in a manner prejudicial to the Club and/or the Operator.

A member shall not directly or indirectly, enter into any transaction involving or relating to the supply to the Club of goods or services, without the previous approval of the Operator.

The Club manager will consider any complaints as a possible infringement of the rules of the Club. All complaints will be dealt with in the strictest of confidence. Any Member found to be in infringement of the rules of the Club will be asked to provide an explanation to the Club manager. Complaints of misconduct should be made in writing to the Club manager. The complaint may be dismissed or, if upheld, the Member may be warned, suspended or terminated. The Club manager's decision is final, and no explanation need be given. Any refund of any fees in respect of the terminated membership will be at the sole discretion of the team at the Club.

23. MEMBERS EVENTS PROGRAMME

The members' event program is curated and sanctioned by the committee.

Places for Club events will only be reserved or issued upon receipt of advance payment.

All bookings and cancellations for Members' events, must be made through the reservations office and confirmed in writing. Cancellations within 24 hours of the

reservation date may be subject to a cancellation fee as determined by the Company from time to time.

Members and their guests are expected to arrive on time for the event to avoid disruption

24. CLUB STAFF

A member shall not at any time employ a member of Club staff outside the Club, except with the written permission of the Membership Committee or a director of the Company.

A member shall not personally reprimand a member of staff at the Club.

25. PHOTOGRAPHY

The taking of photographs or digital images is not permitted without the permission in writing of the Marketing Director or General Manager.

26. POST

Members may not collect mail at the Club. Letters, parcels, etc. will not be forwarded to a member's private address. Verbal or written instructions will not be accepted for the re-direction of mail. The Arding Rooms will not take responsibility for post received or delivered.

27. USE OF CLUB ADDRESS

The name and address of the Club shall not be given by a Member as their address for the purpose of identification in connection with legal proceedings or in any advertisement, prospectus, business circular or other commercial document. The name and address of the Club must not be given as a business reference or be used as a registered address at Companies House or anywhere else.

28. CONFIDENTIALITY

Matters discussed in the Club, or matters pertaining to its members, guests or employees may not be used for commercial or journalistic purposes nor disclosed to any third party. Conversations held or overheard must be kept in the strictest confidence.

29. ILLICIT SUBSTANCES

The Club operates a zero tolerance illicit substances policy. Neither any Member nor their Guests may carry, or consume, illicit substances whilst at the Club. Any person breaching this policy will be asked to leave immediately and (in the case of a Member) their membership will be terminated.

30. GAMING

No betting, wagering, games with dice (except Backgammon) or gaming shall take place on the Club premises, nor shall any game of hazard or chance be played other than for nominal stakes.

31. SMOKING

Smoking is prohibited throughout the Club. This includes electronic cigarettes (vaping).

32. ELECTRONIC EQUIPMENT, CAMERAS AND MOBILE PHONES USAGE

The use of mobile phones is permitted throughout the Club with the following restrictions:

In the Club, members are requested to use the silent, meeting or vibrate mode to avoid nuisance to other members.

Members are requested not to use their phone on speaker phone or to play music or other audio sounds via their speaker

Members who use mobile phones, causing nuisance to other members and their guests, will be asked to cease doing so or may be asked to leave the Club.

Personal audio equipment may be used provided they are not audible to other Members.

Members should not use such equipment in the Club in such a way as to annoy or inconvenience other members.

Laptop computers, tablets and business papers may be used in the Club but not in a manner which disrupts other members, or which causes other members to feel they cannot make a reasonable noise.

The Operator reserves the right to impose other conditions relating to time usage of any electronic equipment, laptop, tablets, cameras or mobile phones in the Club.

33. AUDIO/VIDEO SOUND

Films, videos, songs, internet calls and presentations must only be played through headphones and should not be audible to any other Member or Guest present unless using a meeting room or the event space.

34. ANIMALS

A Member may bring a dog into the Club. Dogs must be accompanied by the Member and be kept on a lead at all times and not allowed on furniture and laps. We reserve the right to refuse entry to any dogs.

No other pets are allowed in the Club.

35. NOISE

The Operator asks all Members to be conscious and considerate of our neighbours at all times when entering and leaving the building.

36. PRIVATE HIRE, CLOSURE AND MAINTENANCE

the Club maybe booked as a whole event space, or individual areas of the Club, for private hire. Private hire events will be subject to the Private Event Terms and Conditions. The Operator may rescind this right for Members at x+why's absolute discretion.

The Operator reserves the right to close the Club to all Members and Guests with fair notice for private events which require the full space to be closed. x+why will give Members notice for any planned closures of the whole space that restrict or prohibit their access.

The Operator may allocate any part of the floor for private hire without notice.

The Operator do not guarantee that all the facilities will be available all of the time. x+why may need to close the Club (or any part of it) without notice for emergency maintenance or repair, for health or medical reasons, on government guidance or for legal reasons but will endeavour to give advanced notice where practical to do so. Where x+why have done so, x+why will seek to ensure that access to the Club is reinstated as soon as practicable.

37. LIABILITY AND DISCLAIMER

Members shall use the Club and the Club facilities at their own risk.

The Operator shall not be responsible for the loss of or damage to personal property. All Members and Guests bring their personal belongings into the Club at their own risk.

Except for losses due to the gross negligence or deliberate act of x+why, the Club or any of its employees, Members shall assume all risk of any loss, injury or damage to any Member, Guest, goods or property associated with the use of the Club and its facilities, including but not limited to trips, falls and contact with other participants.

This disclaimer does not purport to override any statutory liability which may apply, and nothing shall exclude or limit liability for death or personal injury caused by negligence.

38. PERSONAL INFORMATION

Every Member must ensure that the Operator has his or her current contact details, including postal address, mobile number and e-mail address, photograph and emergency contact details and payment details.

Personal data is processed in accordance with our Privacy Policy, which may be amended from time to time.

Members and their Guests should be aware that CCTV is used throughout the premises, in line with the Information Commissioner's Office's code of best practice.

39. INTERPRETATION OF THE RULES

In the event of any dispute arising as to the meaning or interpretation of these rules, the matter shall be referred to the the Club manager, whose decision shall be final. The management reserves the right to make amendments to these Terms and Conditions at any time without prior consultation and notification of any changes will be made via email or on the x+why website.

40. NOTICE

Any and all notices under this Agreement will be given via email (even where stated to be in writing), and will be effective on the first Regular Business Day after being sent. All notices will be sent via email to the following email addresses:

In respect of the Operator – Club-members@xandwhy.co.uk

In respect of the Member – as set out in the application form or otherwise provided pursuant to the Membership or Membership Application and updated pursuant to the terms set out in these Terms and Conditions.

41. MISCELLANEOUS AND GENERAL

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

Every member shall be bound by these rules, any future rules and these Terms and Conditions.

The Membership Committee shall notify every newly elected member of the existence of these Terms and Conditions and of any by-laws then in force; and copies of the rules and by-laws in force for the time being shall be available at all times on the website.

42. LIMITATION OF LIABILITY

To the extent permitted by law, the Members, and any of their employees, agents, guests and invitees, waive any and all claims and rights against the Operator or landlord of the building in which the Club is located and their affiliates, parents, and successors and

each of our and their employees, assignees, officers, agents and directors resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet.

Nothing in this Membership Agreement is intended to limit or exclude the liability for any part for any liability which cannot be legally excluded or limited (for example, death or personal injury caused by negligence of a party). The aggregate monetary liability of the Operator or landlord of the Arding & Hobbs Building to the Members, employees, agents, guests and invitees for any reason and for all causes of action, will not exceed 1 month's Membership fee. Neither the Operator or landlord of the Arding & Hobbs Building will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, loss of goodwill or reputation, any loss or corruption of data or any loss arising from or in connection with failure to realise anticipated savings. You acknowledge and agree that You may not commence any action or proceeding against any of the Operator or landlord of the Arding & Hobbs Building, whether, in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

Each Member indemnifies the Operator and the landlord of the Arding & Hobbs building from and against any and all claims, liabilities, and expenses including reasonable legal fees, resulting from any breach of this Agreement by the Member or their guests, invitees, or pets or any of their actions or omissions. Each Member is responsible for the actions of and all damages caused by all persons and pets that they or their guests invite to enter the Club or any part of the Arding & Hobbs building. No Member shall make any settlement that requires a materially adverse act or admission by the Operator or the landlord of the Arding & Hobbs building or imposes any obligation upon any of them without the Operator written consent. None of the Operator or the landlord of the Arding & Hobbs building shall be liable for any settlement made without its/their prior written consent.

43. INSURANCE

Each Member is responsible for maintaining, at their own expense and at all times during their Membership, personal insurance covering them for property loss and damage, injury to any

person or their guests or pets and prevention of or denial of use of or access to, all or part of the Arding & Hobbs building and/or any other building operated by the Operator.

44. VALUE ADDED TAX

Unless otherwise stated, all amounts and fees stated or requirement to be paid under any Membership are inclusive of value added tax.

45. MODERN SLAVERY AND ANTI-CORRUPTION AND BRIBERY

Modern Slavery and Anti-Bribery and Corruption As a condition of Membership, each Member shall comply with (i) all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including (without limitation) the Modern Slavery Act 2015; (ii) all applicable laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

Each Member warrants and represents that they have not been convicted of any offence involving slavery and human trafficking; nor have they been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking. Further each Member undertakes to notify the Operator if they become aware of any breach of this Clause or if they have any reason to believe that they or any Member or any person associated with them has received a request or demand for any undue financial or other advantage in connection with their membership.

Tax Evasion As a condition of Membership, each Member shall not engage in any activity, practice or conduct which would constitute either:

a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017 as such legislation shall be amended from time to time.

Further each Member undertakes to notify the Operator if they become aware of any breach of this clause or if they have reason to believe that they, any Member or any person associated with them has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with their membership.

46. NATURE OF THE AGREEMENT; RELATIONSHIP OF THE PARTIES

Each party agrees that their ability to access the Club and the Arding & Hobbs building is a licence and no relationship of landlord and tenant has been created by virtue of this Membership. Each party agrees that our relationship is not that of landlord - tenant or lessor-lessee and Membership shall in no way shall be construed as to grant any Member any title, easement, lien, possession of any area or related rights in the Operator or landlord of the Arding & Hobbs building. Membership shall not create tenancy interest, beneficial interest, leasehold estate, or other real

property interest. The parties hereto shall each be independent contractors in the performance of their obligations pursuant to the Membership, and Membership shall not be deemed to create any security of tenure, a fiduciary or agency relationship, or partnership or joint venture, for any purpose.

47. NO ASSIGNMENT

No Member may transfer or otherwise assign any of their rights or obligations under this Agreement.

48. GOVERNING LAW

These Terms and Conditions and all associated contracts relating to Membership and the transactions contemplated hereby and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

49. ENTIRE AGREEMENT

These Heads of Terms and associated Membership Particulars Form constitutes the entire agreement between the parties relating to the subject matter except by a matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein.

50. PLEDGE

Your intention, during the term of your Membership, is to operate within the Main Premises and Operator Premises with regards to the following:

- the likely consequences of any decision in the long term,
- the interests of those around you,
- the need to foster and respect relationships with those around you,
- the impact of your operations on the community and the environment, and
- responsible governance; and
- the desirability of maintaining a reputation for high standards of conduct.