



# RULES & BYE-LAWS

OCTOBER 2019



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## RULES OF THE QUEEN'S CLUB

*As amended up to the 24th day of March 2016*

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- (a) The Members of The Queen's Club are together an unincorporated association known as The Queen's Club which is referred to in these Rules as "The Queen's Club" or "the Club". The Club is a members' club.
- (b) The Queen's Club Limited ("QCL") is a wholly owned subsidiary of Queen's Club Holdings Limited ("QCHL"). QC Ground Limited ("QCG") is a wholly owned subsidiary of QCL. QCL owns directly or indirectly all the assets utilised by the Club and employs the staff who serve the Club. The relationship between the Club, QCL, QCHL, QCG and each of the Members of the Club is governed by these Rules which take effect as a contract between them.
- (c) The majority of the Members of the Club are also holders of Redeemable Shares in QCHL. There are two other shareholders of ordinary shares in QCHL, namely the All England Lawn Tennis and Croquet Club and the Trustees, who hold shares in QCL through QC Trustees Limited ("QCT"). The All England Lawn Tennis and Croquet Club also has a special share giving it certain pre-emptive rights on a disposal and relating to the Tournament. The Trustees hold their shares on trust for the Members of the Club.
- (d) These Rules together with the Memorandum and Articles of Association of QCHL also govern the relationship between the holders of the Redeemable Shares in their capacity as shareholders.
- (e) In the case of any discrepancy between these Rules and the Memoranda and Articles of Association of QCG, QCL, QCHL or QCT, these Rules shall prevail so far as this is not prohibited by any applicable legislation in force from time to time.

**1. Definitions, interpretation and commencement**

1.1 In these Rules and in the Schedules (unless the context otherwise requires) the following words and expressions shall have the following meanings.

**“AGM”**

Annual General Meeting

**“Audit Committee”**

As described in Schedule 5

**“Board”**

the board of directors of The Queen’s Club Limited from time to time

**“Bye-Laws”**

such bye-laws as may be passed by the Board from time to time in accordance with rule 38.4

**“The Queen’s Club” or “Club”**

the unincorporated association, The Queen’s Club, comprising the Members from time to time

**“Club Premises”**

the premises referred to in clause 2.4 and any additional premises acquired or used by the Club from time to time

**“Company Secretary”**

the company secretary of The Queen’s Club Limited

**“Debenture Holders”**

Shareholder Members holding Debentures in QCHL in accordance with rule 26

**“Deed of Trust”**

formerly a deed in two parts both dated 14th December 2006 between Ian Alexander Anton and James Thomson Brown CBE and now a deed dated 22nd May 2007 between Ian Alexander Anton, James Thomson Brown CBE, Lord (Colin) Marshall of Knightsbridge and The Honourable Jonathan Harold Esmond Vere Viscount Rothermere

*A copy of this deed is available for inspection at the Club reception.*

**“Directors”**

the directors of QCG and/or QCL and/or QCHL where the context permits

**“Disciplinary Committee”**

A committee appointed by the Board in accordance with rule 32.1.

**“Disciplinary Appeal Tribunal”**

An appeal committee appointed by the Trustees in accordance with rule 32.7.

**“EGM”**

Extraordinary General Meeting

**“Facilities of the Club”**

the use of the Queen’s Club premises as provided herein and in the Bye-Laws

**“Financial year”**

the year from the 1st October to the 30th September inclusive

**“Founder Members”**

Members who were members of The Queen’s Club on 1st June 2007

**“Full Members”**

as described in Rule 6

**“The Litigation”**

the proceedings between inter alia the Members of The Queen’s Club, Richard Tur and The Lawn Tennis Association in the High Court of Justice, Chancery Division, Claim No. HC06C01494

**“Members”**

the members of The Queen’s Club from time to time

**“Member Directors”**

Directors of QCG, QCL and QCHL elected to this position by the Members as described in Schedule 1(a) and Schedule 3(a)

**“Ordinary Member”**

a Member of any category of membership other than Under 28, Under 22 and Under 12

**“Ordinary Shares”**

the ordinary shares in the respective share capitals of QCT, QCL, QCHL and QCG as defined in the Memorandum and Articles of Association of each of those respective companies

**“QCG”**

QC Ground Limited, registered number 05724660 whose registered office is situated at Palliser Road, West Kensington, London W14 9EQ

**“QCHL”**

QC Holdings Limited, registered number 05647878 whose registered office is situated at Palliser Road, West Kensington, London W14 9EQ

**“QCHL Board”**

the board of directors of Queen’s Club Holdings Limited from time to time

**“QCL”**

Queen’s Club Limited, registered number 0023072 whose registered office is situated at Palliser Road, West Kensington, London W14 9EQ

**“QCT”**

QC Trustees Limited, registered number 05658119 whose registered office is situated at Palliser Road, West Kensington, London W14 9EQ

**“Redeemable Share”**

as defined in clause 2.2

**“Richard Tur Foundation”**

as referred to in the Consent Order for the settlement of the Litigation

**“Rules Committee”**

as described in Schedule 5

**“Shareholder Members”**

holders of Redeemable Shares in accordance with clause 2.2

**“Tournament”**

The professional lawn tennis tournament held at the Club’s premises in June of each year or any substantial lawn tennis tournament which may replace it

**“Tournament Opportunities”**

the opportunities described in Rule 27 in relation to the Tournament

**“the Trustees”**

the trustees for the time being under the Deed of Trust

**“written notice”**

written notice shall be deemed to have been given if:

- (a) sent to the last address notified to the Club by the Member by ordinary letter post; or
- (b) sent by electronic means to the last electronic address notified to the Club by the Member

- 1.2 Expressions in the singular shall include the plural and in the masculine shall include the feminine and vice versa where the context admits and references to persons shall not include corporations.
- 1.3 The headings used in these Rules are inserted for convenience only and shall not affect their construction or interpretation.
- 1.4 The Schedules form part of this agreement.
- 1.5 A copy of these Rules shall be made available in the Club reception and via the Club website.
- 1.6 These Rules shall come into effect on the 1st day of October 2008 in substitution for all previous rules.
- 1.7 Where the words “Existing Member(s)” appear in these Rules it shall be construed as a reference to Founder Members.
- 1.8 Where in these Rules there is a reference to Queen’s Club premises it shall be construed where the context permits as a reference to Club Premises.

**2. Legal Structure of the Club and Obligations of QCL to Members**

- 2.1 The Trustees hold on behalf of the Members under the terms of the Deed of Trust all the issued ordinary shares in QCT .
- 2.2 QCT holds 1,750 ordinary shares of £1 each in the capital of QCHL all of which are fully paid. The All England Lawn Tennis Ground PLC holds 45 ordinary shares of £1 each in the capital of QCHL all of which are fully paid. Each Shareholder Member is the holder of one redeemable share of £1 each in the capital of QCHL (a “Redeemable Share”). The terms including those for purchase and redemption of the Redeemable Shares are set out in the Articles of Association of QCHL. The Redeemable Shares and Ordinary Shares in QCHL each carry one vote.
- 2.3 QCL is the wholly owned subsidiary of QCHL and QCG is the wholly owned subsidiary of QCL.
- 2.4 The Queen’s Club premises are situated at Palliser Road, West Kensington, London W14 9EQ and are the property of QCG by virtue of a lease dated 11 December 2006 entered into by QCL and QCG and leases dated in May 2007 between QCG and LTA Holdings Limited and/or its subsidiaries.
- 2.5 No Member shall obtain any rights or interest in the property of QCL other than as provided for in these Rules and Members shall take all such steps as may be necessary to ensure compliance by themselves and others with these Rules both as Members individually and as part of the unincorporated association, The Queen’s Club.
- 2.6 QCL will provide the Members with facilities for lawn tennis, real tennis, rackets, squash rackets, table tennis, a gymnasium, bridge, snooker and billiards and such other facilities as the Board may decide are in keeping with the aforementioned activities in a sociable environment with other advantages and facilities at the Club Premises from time to time.
- 2.7 Other than Existing Members, no person over the age of 27 on the 1st day of October in any year shall be or remain a Member until such time as he shall hold one Redeemable Share in QCHL. In the case of a person who turns 28 while a Member unless that person holds or acquires a Redeemable Share before the 1st day of October next following his 28th birthday he shall cease to be a Member. Any Shareholder Member shall automatically cease to be a Member on ceasing to hold a Redeemable Share.
- 2.8 Other than as provided herein or in the Bye-Laws, the Members of the Club are under no financial liability by reason of their membership of the Club save the annual membership fee which shall be determined as hereinafter set out.
- 2.9 The Memorandum and Articles of Association of QCL form part of these Rules. No dividend shall be paid to the Shareholders of QCL, QCG or QCHL (other than pursuant to the provisions for the redemption of the Redeemable Shares).
- 2.10 All Members are bound to these Rules as a contract. QCL, QCG and QCHL

have agreed to be bound by these Rules as a contract. The Trustees have the obligations set out in the Deed of Trust and are bound to these Rules insofar as these Rules do not conflict with their duties under that deed.

2.11.1 Members must support and comply with such policies for the safeguarding of persons and property as the Board may from time to time devise or approve, and as published to Members.

2.11.2 Members accept that their membership or right of access to the Club's premises may need to be suspended temporarily in furtherance of such policies.

**3. Constitution of the Board of Directors of each of QCG, QCL and QCHL and the Trustees**

3.1.1 The Boards of Directors of QCG, QCL and QCHL shall each consist of 12 members, all of whom shall be elected as set out in Schedule 3(a) hereto by the Members.

3.1.2 Subject to the Trust Deed the Trustees shall be four in number all of whom shall be elected as set out in Schedule 3(b) by the Members.

3.2 All the Directors of each of QCG, QCL and QCHL and all the Trustees must be Members.

3.3.1 Each Member Director shall (subject to the Articles of Association of QCG, QCL or, as the case may be, of QCHL) serve for a period of three years commencing on the first meeting of Directors following the AGM at which he is elected.

3.3.2 No Director may be a Trustee and vice versa.

3.3.3 In the event of a vacancy on the Board, the Board may appoint any Member of the Club to fill the vacancy. The Director so appointed shall stand down at the next Annual General Meeting of the Club but his service during any period when he was not elected shall not count for the purposes of clause 3.3.4.

3.3.4 Within a 9 year period no Member should serve more than two terms of three years as a Member Director.

3.4.1 Without prejudice to their rights under the relevant Articles of Association, the newly elected Directors along with the continuing Directors of QCG, QCL or, as the case may be, QCHL shall separately select the Chairman of the Board of Directors of each of QCG, QCL and QCHL in each year at a meeting to be held after the election count and before the Annual General Meeting of the Club, and shall at their first Board meeting after the AGM formally elect a Chairman.

3.4.2 The Chairman of the Board of QCL shall be the Chairman of The Queen's Club. For the avoidance of doubt the Chairman of the Board of QCL and the Chairman of the Board of QCHL need not be the same one person.

3.4.3 No Member Director shall serve more than his elected term as Chairman of either QCG, QCL or QCHL.

3.5.1 Without prejudice to the terms of the Trust Deed the Trustees shall at their first meeting after the election count and before each Annual General Meeting of the

Club appoint one of their number to be the chairman of their meetings and may at any time remove him from that office. The chairman so elected shall not have a casting vote. Save as herein provided the Chairman of the Trustees shall be entitled to attend and speak at all meetings of the Directors of each of QCG, QCL and QCHL but shall not have a vote in his/their capacity as Trustee. The Chairman (or Chairmen) of the Boards of QCG, QCL and QCHL shall also be entitled to attend and speak at all meetings of the Trustees but shall not have a vote in their capacity as Directors.

3.5.2 No Member shall serve more than two four year terms as a Trustee.

3.6 As far as is reasonably practicable and subject to any applicable laws, Annual General Meetings of QCG, QCL, QCHL and the Club together with the election of any Trustee shall be held on the same day in March of each year.

3.7 The Board and the Trustees as the case may be shall establish committees as set out in Schedule 5 which shall advise the Board and/or the Trustees and which shall have the powers set out in Schedule 5.

**4. Membership Categories**

4.1 The Club shall consist of the Royal Patron and the categories of Members set out in Schedule 2.

4.2 The Full Members shall pay such annual subscription as the Board may determine from time to time.

4.3 All other categories of member shall pay an annual subscription equal to that percentage of the annual subscription for full membership which appears in the relevant column in Schedule 2, subject to adjustment as the Board may determine from time to time.

4.4 The maximum number of Members for each category shall be fixed from time to time by the Board.

4.5 The Board shall have power to elect Members within the maximum numbers fixed under Rule 4.4. The Board shall take into account when electing Members any expected transition of Members from one category of membership to another by reason of age.

4.6 All Members of the Club shall, save as otherwise provided in these Rules and Bye-Laws, have the right to use the Facilities of the Club and shall have the Tournament Opportunities.

4.7 The Bye-Laws shall be determined by the Board and must not conflict with these Rules. Any Bye-Laws affecting the rights of the Under 12 Members, Country Members or Off Peak Members in their respective capacities shall be notified to them not later than 1st September in each year to come into effect upon renewal of their membership on 1st October in each year.

4.8 Royal Patron  
The Club shall by invitation of the Directors have a Royal Patron.

**5. Members**

All persons seeking membership of any category (other than Under 12 category) shall require election and, on election, shall be entitled to use all the Facilities of the Club save as provided for in the respective categories referred to in rules 6 to 26 or elsewhere in these Rules or Bye-Laws. The parent(s) or guardian(s) of all Members under the age of 18 shall be responsible for ensuring that Member's good behaviour and compliance with these Rules.

**6. Full Members**

Full Members must be aged 28 or more on the 1st day of October in each year.

**7. Full Under 28 Members**

7.1 Persons under 28 years of age on the 1st day of October in each year shall be eligible to become Under 28 Members and shall have the rights attributable to the relevant membership category.

7.2 Any Member under the age of 28 shall not be required to hold a Redeemable Share.

7.3 Upon attaining the age of 28, a Member may become a Member in the appropriate category provided he shall have purchased a Redeemable Share on or before 1st October next following his 28th birthday. Except in the case of a Founder Member, failure to purchase a Redeemable Share shall result in such person ceasing to be a Member.

**8. Full Under 22 Members**

8.1 Persons under 22 years of age on the 1st day of October in each year shall be eligible to be Under 22 Members in the respective categories.

8.2 Any Member under the age of 22 shall not be required to hold a Redeemable Share.

8.3 Upon attaining the age of 22, such Members shall be transferred to an Under 28 Membership on the 1st day of October after attaining that age.

8.4 Any Member in this category who was not a holder of a Redeemable Share before the 1st May 2008 and who attains the age of 18 shall cease to be eligible for this category of membership on the 1st October next following his 18th birthday unless he shall be elected in accordance with Rules 5 and 28 save that the Board may waive the requirement for interview.

8.5 Any such Member who has failed to apply for election and/or who has failed to be elected in accordance with Rule 8.4 shall be deemed to have ceased to be a Member of the Club (and any Redeemable Share held by him shall be redeemable subject to the Articles of Association of QCHL).

8.6 Any Member who shall have ceased or will cease to be a Member of the Club by reason of Rules 8.4 and 8.5 may appeal to the Disciplinary Committee and by way of further appeal to the Disciplinary Appeal Tribunal for a review of his membership.

**9. Full Under 12 Members**

9.1 Children (whether by birth, adoption or guardianship) of Members, over 6 but under 12 years of age on the 1st day of October in each year, shall be eligible to be Full Under 12 Members on such conditions as are set out in the Bye-Laws but shall not (except as referred to in Rule 27.1.1) have the Tournament Opportunities unless they also hold a Redeemable Share.

9.2 No Member under the age of 12 shall be required to hold a Redeemable Share, nor to be elected in accordance with Rule 28. Should their parent or guardian cease to be a Member the child may nonetheless continue (at the request of the person so ceasing) to be a Member if the Board shall in its absolute discretion so determine.

9.3 Upon attaining the age of 12 such Members shall subject to Rule 8.4 be transferred to Under 22 membership on the 1st day of October after attaining that age.

**10. Over 65 Members**

Members over the age of 65 on the 1st day of October in any year following 20 years of being an Ordinary Member are eligible to become Over 65 Members in the respective categories. Only Existing Members aged 60 or over on the 1st day of October 2007 shall qualify for this category and may continue to enjoy the rights of this category.

**11. Over 75 Members**

Members over the age of 75 on the 1st day of October in any year following 30 years of being an Ordinary Member are eligible to become Over 75 Members in the respective categories and may continue to enjoy the rights of that category.

**12. Full Country Members (including Under 28)**

Founder Members with no residence or place of business within 50 miles of the Club shall be eligible to remain as Country Members (including Under 28 and Under 22). Such Members are permitted to play on such occasions and upon payment of such fees as the Bye-Laws shall provide. They must notify the Company Secretary if and as soon as they cease to meet the residence qualification of a Country Member. The Directors reserve the right to decline to retain any Member on the list of Country Members. There shall be no new entries to this category.

**13. Off Peak Members (of all categories)**

Members who otherwise qualify as Full Members may become Off Peak Full Members but their playing hours shall be determined by the Board and set out in the Bye-Laws.

**14. Real Tennis, Rackets and Squash Members (including Under 28 and Under 22)**

Real Tennis, Rackets and Squash Members shall not play Lawn Tennis at the Club but shall otherwise have the rights of Full Members.



**15. Real Tennis, Rackets and Squash Off Peak Members**

Real Tennis, Rackets and Squash Off Peak Members shall not play Lawn Tennis at the Club and shall be subject to the further restrictions applicable to Off Peak Full Members set out in the Bye-Laws but otherwise shall have the rights of Full Members.

**16. Squash Members (including Under 28 and Under 22)**

Squash Members shall not play Lawn Tennis, Real Tennis or Rackets at the Club but shall otherwise have the rights of Full Members.

**17. Rackets Subsidised Members**

Persons under 25 years of age on the 1st day of October in any year are eligible to become Rackets Subsidised Members provided they shall not play Lawn Tennis, Real Tennis or Squash at the Club but they shall otherwise have the rights of Full Members. Their election is subject to the approval of the Chief Executive of The Tennis and Rackets Association and the Board.

**18. Scholarship Members and Match Play Members**

Any Member is eligible to be a Scholarship or Match Play Member if they meet the criteria of the Richard Tur Foundation and may with the approval of the Trustees be so appointed. They shall be responsible for such proportion of their subscriptions and court fees as is not met by the Richard Tur Foundation. They shall not be required to hold a Redeemable Share. They shall have the rights of Under 22 Full Members but except as referred to in Rule 27.1.1 shall not have the Tournament Opportunities.

**19. Life Members**

Existing Life Members shall not be required to purchase a Redeemable Share or to pay a subscription and shall have all the rights of Full Members.

**20. Honorary Members**

Honorary Members shall have the rights of Social Members. If they wish to participate in any of the activities not available to Social Members they may also join, without the requirement for election under Rule 28, any other category of membership subject to meeting the other requirements of that category. For the avoidance of doubt they shall not have the Tournament Opportunities (except for those referred to in Rule 27.1.1) unless they purchase a Redeemable Share.

**21. (vacant)****22. Overseas Members (including Under 28)**

22.1 Any Member of any category who has been a Member for not less than 6 months and who is about to absent himself from the United Kingdom for a continuous period of not less than 6 months may become an Overseas Member following the giving of one month's notice to that effect but for the avoidance of doubt must retain any Redeemable Share he may hold. Fees shall be adjusted accordingly at the absolute discretion of the Board. If and when an Overseas Member again

becomes ordinarily resident in the UK, he is obliged promptly to inform the Membership Office and state the date of his return to the UK.

- 22.2 Upon an Overseas Member returning to the United Kingdom on a temporary visit he shall, if he wishes to use the sporting facilities of the Club, communicate his arrival in writing to the Membership Office and he shall be so admitted upon payment of a fee (in addition to his subscription) at the then applicable rate for each month or part of a month of such use.
- 22.3 If, within 14 days after his return, an Overseas Member using the Club shall have neglected to notify the fact of his return to the Membership Office, he shall cease to be a Member of the Club unless he can excuse the default to the satisfaction of the Board, who shall have the power to reinstate him.
- 22.4 A Member's subscription at normal rates (as opposed to the rate applicable to Overseas Members) shall become payable as from the date of his returning to reside in the United Kingdom, whether he uses the Facilities of the Club or not.

**23. Social Members**

- 23.1 Members in any other category may, in special circumstances and with the consent of the Board, transfer to Social membership. Thereafter, they may not play Lawn Tennis, Real Tennis, Rackets or Squash at the Club but may use the Gymnasium and other facilities of the Club.
- 23.2 Founder Members who are or who become Social Members need not hold a Redeemable Share but shall be liable for the 65% additional subscription payable by Members who do not hold a Redeemable Share (but not the £750 minimum figure referred to in Rule 34.5). If a Founder Member does not hold a Redeemable Share he shall not (except as referred to in Rule 27.1.1) have the Tournament Opportunities.

**24. Staff Members**

Any person who is required by his contract of employment or for services with QCL to use any of the playing facilities shall be a Staff Member in the appropriate category but shall not have the Tournament Opportunities.

**25. Honorary Playing Members**

- 25.1 The persons admitted to this category shall be:-
- 25.1.1 Past and present winners of the Tournament.
- 25.1.2 Subject to their gracious consent to be so appointed, HRH The Prince Edward, HRH The Duke of Cambridge, HRH The Duchess of Cambridge, HRH The Duchess of Gloucester, HRH The Duke of Gloucester, HRH Princess Michael of Kent, HRH Prince Michael of Kent and HM King Constantine.
- 25.1.3 Such persons as have rendered exceptional or distinguished services to the Club or to racquets sports who may be awarded this category of membership by the Board and with the approval of two-thirds of the Members in general meeting or by postal ballot as the case may be.

- 25.1.4 At the discretion of the Board, winners of the British Open Real Tennis Singles Championship and the Rackets World Singles Championship held at The Queen's Club, for a period of 12 months from the date of victory.
- 25.2 Honorary Playing Members may be elected for life or for such other period and on such other terms as may be determined by the Members in general meeting or by postal ballot on the recommendation of the Board.
- 25.3 Honorary Playing Members are entitled to all the privileges of a Full Member without purchasing a Redeemable Share or paying any subscription.
- 25.4 A list of Honorary Playing Members shall be displayed in a prominent place within the Club.

## 26. Debenture Holders

The rights of the Debenture Holders are set out in Schedule 4.

## 27. The Tournament Opportunities

- 27.1 During the currency of the Tournament the Board will endeavour to ensure (but without being obliged to do so) that the Members shall have the following rights:-
- 27.1.1 To enter the Club House on each day of the Tournament to watch the tennis from the Pavilion area either by occupying one of the non-reserved seats or by standing where permitted to do so.
- 27.1.2 To enter, together with their approved guests holding a guest badge, the Members' Enclosure, being such area of the Club as the Board shall in its absolute discretion determine, for the purposes of purchasing lunch and tea and of entertaining such guests.
- 27.1.3 To apply, in priority to members of the general public, for a maximum of 10 seats overall in the Tournament week, with a maximum of 4 tickets on any one day.
- 27.1.4 To apply for preferential seating in the same 2 or 4 seats for each day of the Tournament subject to such restrictions as the Board may impose from time to time.
- 27.1.5 To apply for guest tickets to entertain their guests in the restaurant and café in the Clubhouse. Until such time as they have a separate dedicated Debenture Holders' Lounge as referred to in Schedule 4, Debenture Holders will have priority booking in respect of the restaurant.
- 27.1.6 To apply (on a first come first served basis) for the purchase of guest badges throughout the week of the Tournament, such guest badges permitting entry (with the Member) of the applicant's guest(s) to the Club House and Pavilion area.
- 27.1.7 To enter a ballot for any unallocated Royal Box tickets as described in Rule 27.2 below.
- 27.2.1 The Chairman and Chief Executive shall (subject to review by the Board) allocate the twelve or more daily places available in the Royal Box to such distinguished guests as they may together consider appropriate in the interests of the Club.

- 27.2.2 Any places not so allocated in the Royal Box shall be placed in a ballot to be conducted by the Company Secretary for all Shareholder Members who shall have applied under Rule 27.1.7 and shall be allocated to those successful in the ballot.
- 27.2.3 After contractual provision for the Debenture Holders all other tickets which are available for the Club or QCL shall be made available to the Members at a price to be determined by the Board and shall (in any case where demand exceeds supply) be allocated by way of ballot.
- 27.3 Any tickets received from the All England Lawn Tennis and Croquet Club or other sources for the Wimbledon Championships shall be made available to the Members at face value in a ballot conducted by the Company Secretary, save that a number to be determined by the Board in its absolute discretion may be reserved to Club staff. The price to be paid by Members for each of these privileges is in the absolute discretion of the Board. These are the "Tournament Opportunities".

## 28. Procedure for Election of Members

- 28.1 A person for election in any category shall be proposed by one Member and seconded by another, to each of whom he must have been personally known for not less than two years. Such candidature shall be supported by letters from both the Proposer and Seconder, who must furnish the Board with full particulars as to the suitability of their candidate for election. No Member of less than two years' standing may propose or second a candidate and each Member may only propose or second a total of two candidates in any Club year. Candidates shall only be proposed or seconded by Members over 18 years of age. Candidates shall not be proposed and seconded by members of the same family. Candidates under the age of 18 may have the assistance or help of their parent or guardian in all matters under this Rule. Applicants are also required to provide a minimum of two additional letters of support from other Members who would each be known as a Supporter. There is no limit to the number of times an existing Member may act as a Supporter in any Club year.
- 28.2 The following particulars of the candidate must be provided on the application form:
- Name
  - Date of birth
  - Nationality
  - Rank, profession or other description
  - Usual place of residence
  - Place of business or other description
  - Telephone number(s) and email address
  - Names of proposer and seconder
- For candidates aged 18 and over, details of the racquet sports which they play and their standard of play (eg rankings, tournaments won, or school, university or club teams represented)

Such further information as the Board may reasonably require

- 28.3 Upon application being made each Candidate shall pay the non-refundable registration fee (if any) determined by the Board.
- 28.4 If in any of the above particulars any misrepresentation shall be made, which in the opinion of the Directors is material and wilful, the Candidate, if elected, shall be deemed not to have been elected.
- 28.5 The names of candidates and of their proposers and seconders shall be posted on the Club notice board upon completion of the application formalities and at least 14 days before the day of their proposed election. Such list shall be dated and signed by or on behalf of the Board. Any Member who objects to the election of a candidate may write to the Company Secretary.
- 28.6 All candidates for election shall be interviewed as to their suitability. The Board shall appoint a panel of Members of long standing to assist in the carrying out of this function. This interview process shall not be delegated further.
- 28.7 Elections of Members to the Club may be by a majority of the Board taken on open vote but any member of the Board may demand a ballot in which case one vote in five against shall exclude the candidate from becoming a Member. No election on open vote shall be valid unless at least five Directors are present and vote.
- 28.8 Any candidate who has been rejected shall not again be eligible as a candidate until two years have elapsed after such rejection and he shall not be admitted to the Club premises during that period.
- 28.9 When a candidate has been duly elected the Board shall so inform him in writing and shall at the same time send to him a copy of the Rules and Bye-Laws. The candidate shall be required to submit a direct debit mandate to provide for the payment of subsequent fees, subscriptions and purchases made at the Club and other monies due to the Club, together with payment of the price for a Redeemable Share for all Ordinary Members and the subscription for the current year.
- 28.10 The candidate shall not be entitled to the benefits, privileges or use of the Facilities of the Club until he has paid such sum or sums, and completed and returned the direct debit mandate and, in the case of Ordinary Membership, purchased a Redeemable Share.
- 28.11 A candidate who shall not have paid his subscription and purchase price for the Redeemable Share (if any) within one month after the date of his election, shall be deemed not to have been elected.

## 29. Resignation of Members

Any Member intending to resign his membership of the Club shall signify his wish in writing to the Company Secretary on or before the 15th day of September in any year, failing which he shall be liable for his subscription for the ensuing year.

## 30. Transfer to a different Membership Category

Save as otherwise provided in these Rules, no Member shall automatically be entitled to transfer from one category of membership to another but may do so with the approval of the Board. Such transfer, if approved, will take effect from the 1st day of October in any year. Transfer at any other time during the Club year is solely at the discretion of the Board.

## 31. Members discontinuing to have no claim on the Club

Save as otherwise provided in these Rules, any person ceasing to be a Member for whatever reason shall have no claim upon or rights in relation to the Club, QCL, QCHL, the Board or the Trustees (other than such as may arise in relation to his Redeemable Share under the Articles of Association of QCHL).

## 32. Expulsion, Suspension and Caution of Members

- 32.1 Any complaint of misconduct of a Member or his guest, or of any infraction of the Rules or Byelaws by a Member which may be injurious to the character and interest of the Club or its Members shall be made to the Chief Executive who may also make a complaint of his own.
- 32.2 After due consideration and inquiry, the Chief Executive may decide either (i) to take no action, or (ii) to caution the Member in such terms as he may think fit, or (iii) to refer the complaint to the Disciplinary Committee.
- 32.3 A Member aggrieved by a Chief Executive's caution may within 14 days refer the complaint to the Disciplinary Committee who, after due consideration and inquiry, may either set aside, uphold or vary the Chief Executive's caution.
- 32.4 The Disciplinary Committee shall be appointed by the Board and shall consist of one Director and two other Members who shall not be Directors. No Trustee shall be a member of the Disciplinary Committee.
- 32.5 The Disciplinary Committee may request the member to furnish an explanation, either verbally or in writing, and shall consider both that and such other evidence as may appear to them appropriate.
- 32.6 The Disciplinary Committee may either (i) dismiss the complaint, (ii) determine that no sanction should be imposed, (iii) caution the member, or (iv) recommend to the Board that the Member be either expelled or suspended from the privileges and uses of the facilities of the Club for a finite period.
- 32.7 The Board may accept such recommendation or substitute their own decision. The Board's decision will be notified to the Member in question through the Company Secretary. Subject to appeal as hereinafter provided, such decision shall be final and binding on the Member concerned. No Trustee shall take part in the decision of the Board.
- 32.8 Any Member who is expelled under this rule shall not enter the Club as a visitor or otherwise. Any Member who is suspended under this rule shall not enter the Club as a visitor or otherwise during his period of suspension.

- 32.9 All payments already made by such Member shall be forfeited but this shall not affect any rights he may have under the Articles of Association of QCHL in relation to his Redeemable Share.
- 32.10 Any member aggrieved by a decision of the Board may, within 28 days of the decision being made known to him at his last known address, appeal to the Disciplinary Appeal Tribunal.
- 32.10.1 Such appeal shall be made in writing addressed to the Trustees at the Club's address.
- 32.10.2 The Disciplinary Appeal Tribunal shall be appointed by the Trustees and shall be not less than three in number. It shall consist of at least one Trustee together with such other Full Members (who may or may not be Trustees) as the Trustees shall in their absolute discretion decide, of whom at least one must be legally qualified.
- 32.10.3 The Disciplinary Appeal Tribunal shall determine its own rules of procedure.
- 32.10.4 The Disciplinary Appeal Tribunal shall report in writing to the Trustees with its recommendations, and the Trustees shall have the absolute discretion to allow any appeal in whole or in part. Such decision may be by majority decision.
- 32.11 Any Member may be represented before the Disciplinary Committee and the Disciplinary Appeal Tribunal and may in addition be accompanied by a fellow Member (or their parent or guardian if appropriate) before the Disciplinary Committee and the Disciplinary Appeal Tribunal.

### **33. Defaulters**

Any Member who, after due notice has failed to pay any sum due to the Club, shall upon the decision of the Board cease to be a Member of the Club.

### **34. Subscriptions and Entrance Fees**

- 34.1 The Directors shall from time to time issue a schedule of subscriptions for the various categories of Members and a schedule of fees for the use of the Facilities of the Club.
- 34.2 Payment of the subscription shall be deemed to constitute acceptance of these Rules and Bye-Laws.
- 34.3 Save as may be agreed by the Directors, all subscriptions shall be payable on the 1st day of October each year by direct debit. Payment of any subscription by quarterly instalments on 1st October, 1st January, 1st April and 1st July will only be accepted by direct debit mandate and will carry interest and administration fees at such rate as the Directors shall determine from time to time.
- 34.4 If the subscription is not paid by 15th day of November in the relevant year or within 14 days of the relevant quarterly payment as above, the Member, although still liable for the subscription due, shall upon the decision of the Board cease to be a Member unless he can excuse such default to the satisfaction of the Board, which shall have the power to restore his membership.
- 34.5 Founder Members who are also Ordinary Members who do not subscribe before the 1st day of September in any year for a Redeemable Share shall pay an

additional subscription equal to 65% of the usual subscription for the relevant category of membership or £750, whichever shall be the greater. This does not apply to Honorary Members, Honorary Playing Members or Life Members and applies to Social Members with modification (see Rule 23.2).

- 34.6 Any Member who is aged 18 or over on the 1st day of October in each year must complete or have completed a direct debit mandate in favour of the Club for the payment of all fees, subscriptions and purchases made at the Club insofar as they are not otherwise paid for. The parent, grandparent or guardian of any Member under the age of 18 on the 1st day of October in each year may complete a direct debit mandate in favour of the Club for the payment of that Member's annual membership subscriptions. Members who are under 18 on the 1st day of October in any year must make payment at the time of purchase of any goods or services by them. The Board may in its absolute discretion permit the charging of the costs of any goods or services by a person under the age of 18 to the account of a Full Member provided that permission is given by such Full Member in writing.

### **35. Exceptional Hardship**

Any Member who finds himself unable, by reason of exceptional hardship, to pay his subscription may apply to the Trustees for the remission in whole or in part of his annual subscription. The Trustees may then recommend to the Board (but the Board shall not be bound to accept):

- 35.1 that the subscription for the year be waived in whole or in part; and/or
- 35.2 that the subscription for the year be left outstanding as a debt due to QCL not to be demanded until either the Member's circumstances improve or the Member's death and in such circumstances the Member shall enter into such agreement with QCL for payment as the Board shall reasonably require.

### **36. Richard Tur Foundation/Charitable Activities**

- 36.1 The Trustees may within their discretion, award funds by way of sports scholarship from the Richard Tur Foundation (a foundation established by the terms of settlement of the Litigation) to any person under the age of 28 who is resident in the local community and who appears to them to meet the criteria laid down by the Foundation, such funds to be used to subsidise that person's annual subscription and/or coaching fees and/or court fees and/or equipment and/or clothing and/or travel in whole or in part.
- 36.2 The Trustees may within their discretion award funds from the Richard Tur Foundation to the Queen's Club Foundation for the purposes of its tennis outreach programme whether at the Club or elsewhere in the local community.
- 36.3 The Board may apply Members' subscriptions for charitable purposes.

### **37. Guests**

- 37.1 Except on such occasions as the Board may decide, all Members shall have the right to introduce guests to the Club without payment. The Board may withdraw such right to introduce guests during tournaments, exhibitions and matches.

- 37.2 A book, card or electronic system shall be kept in which the names of guests using the facilities for Lawn Tennis, Real Tennis, Rackets and Squash Rackets must be entered by the Member, together with the name of the introducing Member.
- 37.3 A Member shall in every case be responsible for any expenses incurred by his guest to the Club and for the guest's observance of these Rules and Bye-Laws.
- 37.4 No guest may, except with the consent of the Board, use the facilities for Lawn Tennis, Real Tennis, Rackets or Squash more than 6 times in the 12 month period commencing on the 1st day of October in each year.
- 37.5 No guest may use the Gymnasium.
- 37.6 Guest fees and the conditions governing them will be found in the scale of charges and in the Bye-Laws.

### 38. Management of the Club

- 38.1 The management of the Club shall be in the control of the Board subject to these Rules and the Bye-Laws. The scale of fees and charges both for Members and guests for the use of the facilities of the Club and all other charges shall be fixed by the Board. The Board, subject to these Rules, shall also have power to alter, vary, raise or lower the amounts to be paid by way of court fees and annual subscriptions, provided that in making such alterations, at least 28 days' notice expiring on the 30th day of September of any year shall be given by means of notices posted on the Club notice board.
- 38.2 The Company Secretary of QCG, QCL and QCHL, the Chief Executive and other officers and employees of the Club and/or QCL and/or QCHL shall be appointed by the relevant Board (whether of QCG, QCL or QCHL, as the case may be) which shall also determine their respective duties and allocate to them such authority as the relevant Board shall deem expedient.
- 38.3 The Board may suspend, withdraw or impose conditions (including financial conditions) on the use of the Facilities of the Club by the Members as it shall in its absolute discretion consider to be necessary in the best interests of the Club.
- 38.4 The Board may make, suspend or alter Bye-Laws that do not conflict with these Rules, provided that any new, suspended or altered Bye-Laws shall be posted on the Club notice board for information and shall not be deemed to have become binding (or, as the case may be, to have ceased to become binding) until seven days from the date of such posting. The Bye-Laws shall be in force until suspended, altered or revoked either by the Board or at an Extraordinary General Meeting or Annual General Meeting of the Club.
- 38.5.1 No Director shall directly or indirectly have any financial interest in any contract with the Club other than with the prior agreement of the Board.
- 38.5.2 A record of any such financial interests shall be kept by the Company Secretary and all members shall have the right to inspect the same. Failure to declare such an interest may result in a lifetime ban of that person from being a Director.

- 38.5.3 No Director or Trustee shall be entitled to payment for the performance of his duties but the Directors and Trustees shall be entitled to reimbursement of their reasonable expenses incurred in the performance of their respective duties and they may with the consent of the Board request that QCG, QCL or QCHL enter into direct contracts with suppliers for the payment of reasonable expenditure so incurred by them.
- 38.5.4 The Company Secretary of QCL shall keep an account of the Directors' and Trustees' expenses. Such account shall be open to inspection by any Member on reasonable notice to the Company Secretary of QCL.
- 38.6 The Board shall have power to appoint committees and working parties from time to time from their own body, and from Members of the Club generally, for such purposes as they may deem expedient.
- 38.7 The Board may in its absolute discretion and to the extent permitted by law delegate its powers contained in these Rules.
- 38.8 In any one financial year the Board is authorised to commit the Club to:
  - Any one item of capital expenditure up to an amount of £500,000.
  - Total capital expenditure up to an amount of £1 million.
 Proposed capital expenditure above these levels must be approved by the Members in general meeting.
- 38.9 At the beginning of the financial year a detailed capital expenditure budget shall be reviewed and approved by the Finance Committee and then sent to the Board for discussion and approval.
- 38.10 Any item of capital expenditure not in the approved budget in excess of £10,000 shall be reviewed by the Finance Committee and approved by the Board.
- 38.11 The final capital expenditure budget approved by the Board shall be posted on the notice board and the website within 21 days of approval.
- 38.12 If during the course of the financial year actual capital expenditure exceeds the budget by £50,000 or more, details shall be posted on the notice board and the website after consideration by the Finance Committee and within 21 days of approval by the Board.
- 38.13 In each reference to a monetary amount in the above Rules 38.8 to 38.12, no account shall be taken of any chargeable Value Added Tax.
- 38.14 The Board will endeavour to post on the Club's website any notices which under these Rules are to be displayed on the Club's notice board.
- 38.15 There shall be established the committees set out in Schedule 5 which shall have the powers and duties set out therein.
- 39. Election and Retirement of Directors and Trustees**
- The procedure for election and retirement of the Directors and the Trustees is set out in Schedule 3.

**40. General Meetings**

40.1 The Annual General Meeting of each of the Club, QCL and QCHL shall be held at the Club in March of each year. The Annual General Meeting of the Club shall be held for the following purposes:

40.1.1 To receive the Reports and Accounts of QCL and QCHL.

40.1.2 To elect Directors to fill vacancies on the Board, the Board of QCHL and the Trustees in place of those retiring.

40.1.3 To decide on any proposition submitted to such meeting in accordance with the Rules of the Club or the Articles of Association of QCL or QCHL and in particular the authorisation of capital expenditure under Rule 38.8, the election of any Honorary Playing Member or any changes to these Rules.

40.2.1 At least 28 days' written notice must be given for every Annual General Meeting. For all other General Meetings, at least 21 days' written notice must be given. A copy of the notice must be displayed on the notice board of the Club 28 days before the Annual General Meeting and 21 days before all other General Meetings.

40.2.2 The notice for any General Meeting must state:-

- (i) where the meeting is to be held;
- (ii) the date and time of the meeting;
- (iii) the general nature of the business of the meeting (in the case of an Annual General Meeting) or the form of the relevant resolution (in the case of any other General Meeting); and
- (iv) details of the Members who have put themselves forward to become Directors or Trustees in accordance with Schedule 3

40.2.3 All Members entitled to attend and vote at any General Meeting of the Club must be given written notice of every General Meeting.

40.2.4 If any notice or other document relating to any meeting or other proceeding is accidentally not sent, or is not received, the meeting or other proceeding will not be invalid as a result.

40.2.5 Amendments can be proposed to any resolution.

40.2.6 Only Members who are eligible to attend and vote and who are present in person at a General Meeting can vote on a show of hands or on a poll. They will have one vote each. A vote shall be taken at the meeting of the Club before it is taken at a meeting of QCL and QCHL. Proxies cannot vote either on a show of hands or on a poll at a meeting of the Club. If the Board or not less than 30 Members by written requisition to the Board shall within 14 days of the General Meeting demand a postal vote then the Board shall within 21 days of receipt of such requisition cause a postal vote to be put into effect. Only votes received by the Company Secretary within 21 days of the despatch of the voting paper shall be counted. For the avoidance of doubt, this procedure does not apply to the election of Directors, which is in accordance with Schedule 3.

40.3 All Members aged 18 and over are eligible to attend and vote (whether in person or by postal vote) in all matters.

40.4 Any resolution passed in General Meeting in accordance with Rule 40.2.6 shall only come into effect 15 days after it is passed. If the Board or the appropriate number of Members requisition a postal vote then the result of the postal vote shall be conclusive and the relevant resolution passed at the relevant General Meeting shall (if in conflict with the resolution passed by postal vote) thereupon cease to have effect.

40.5 No audio or video recording of any General Meeting is permitted without the authority of the Chairman of that meeting.

**41. Extraordinary General Meeting**

41.1 The Board may call an Extraordinary General Meeting of the Club at any time and shall be obliged to call an Extraordinary General Meeting of the Club within 28 days of a written requisition signed by not less than 60 Members. Such requisition must set out the resolution to be proposed at the meeting.

**42. Alteration of Rules**

Resolutions to pass new Rules or to alter existing ones shall not be carried except:

42.1 by a majority of two-thirds of the Members present and voting at an Annual General Meeting or Extraordinary General Meeting of the Club or at a postal vote thereafter if one is demanded;

*AND*

42.2 if they shall have been approved by the Board, the Board of QCHL and the Trustees.

**43. Opening and Closing of the Club**

43.1 The Club and its Facilities shall be open at the times referred to in the Bye-Laws.

43.2 No Member shall be admitted to the Club while it is closed.

43.3 The Board may at any time close the Club grounds, buildings or any part thereof or restrict their use by Members in order to execute repairs, alterations, redecorations or otherwise or to facilitate the holding of any such tournament or exhibition match as the Board shall consider is in the best interests of QCL and the Club.

**44. Games and Gymnasium**

44.1 The regulations affecting the various games and the use of the Gymnasium, together with the times for opening and closing, are set out in the Bye-Laws.

44.2 The fees and charges for the use of courts and the services of professionals and markers are set out in the schedule of charges determined by the Board.

**45. Unofficial Coaching**

No Member shall pay or receive money or other benefit of any nature for playing with or against any other Member or guest at any of the games played at the Club, but this shall not preclude the services of professionals employed or authorised by

the Club. Any breach of this rule may be referred by any Member to a Director or the Chief Executive.

**46. Billiards and Snooker**

The regulations affecting the Billiard Room are set out in the Bye-Laws.

**47. Games of Hazard**

47.1 The only games (other than racquets sports, billiard and snooker) permitted in the Club are:

Whist, Solo Whist, Bridge, Piquet, Bezique, Cribbage, Patience and Canasta.

The Board may extend or restrict this list by amendment to the Bye-Laws. Gaming or wagering are strictly prohibited.

47.2 Cards shall be played only in the rooms allotted for play by the Board.

47.3 Every Member shall settle his and his guest's table money dues, card accounts and fines (if any) before leaving the Club premises.

47.4 Any Member whose table money dues, card accounts and fines or those of his guest have not been settled on the day of play shall, if he fails to give sufficient explanation to the Board when called upon, be removed by the Board from the list of Members of the Club, and he shall forfeit all right to use the Club, together with any sums which he shall have paid for his subscription.

**48. Club not to be used for Business Purposes**

No Member shall carry on his profession or business in the Club nor use its name in any advertisement, prospectus or description, nor cause any letters to be addressed to him at the Club otherwise than in his own proper name. No Member shall use the Club for the purpose of interviewing or engaging employees. Members may hire the facilities of the Club for these and other purposes on such terms as the Board may determine from time to time.

**49. Notices**

No paper or placard written or printed shall be put up in the Club without the sanction of the Chief Executive.

**50. Club Address**

No Member of the Club shall allow his name with the address of the Club attached thereto to appear in any advertisement whatever, or in the prospectus of any public company of which he may be a director or officer.

**51. Members' Addresses, Letters and Parcels**

51.1 Each member shall communicate his postal address, his electronic address or that of his Banker or Agent from time to time to the Company Secretary, and all notices, reports, accounts and any other document that members must receive, whether by legislation, Club rules, or company articles sent to such address (whether postal or electronic) shall be considered as duly delivered. If a Member leaves no address, the Club shall be deemed his last known address.

51.2 Addresses and telephone numbers of Members shall not be given by any employee of the Club to any person, other than another Member. Communications in writing (but not parcels) addressed to a Member at the Club will be forwarded if practicable at the Member's risk.

51.3 No such communication or parcel addressed to a Member shall be given to any person except the Member to whom it is addressed without such Member's written authority.

51.4 Every Member shall be entitled to know the name, address, telephone number and electronic address (if any) of every other Member but shall not communicate this information to a non-Member. If such information is so communicated it shall constitute grounds for expulsion in accordance with the procedure in Rule 32.

51.5 Personal data including electronic addresses supplied to a Member by an employee of the Club shall only be used for matters relating to the Club and shall not be used for commercial purposes.

**52. Payment of Accounts**

52.1 Members over the age of 18 may only obtain credit at the Club by using their membership card backed by a direct debit mandate. The Directors may grant facilities to Members to obtain credit but in the event of failure to comply with the terms thereof, a Member shall not be entitled to any of his rights as a Member.

52.2 In addition to the above all unpaid bills will bear such interest as the Directors shall determine.

52.3 The Board may establish a fund for providing loans to Existing Members and prospective Members for the purpose of purchasing Redeemable Shares.

52.4 If and to the extent that any Member owes any amount for whatever reason to the Club (or as the case may be to QCHL or QCL or any other subsidiary of QCHL) then the Club (or as the case may be QCHL or QCL or such other subsidiary of QCHL) shall be entitled to set off such amount against any amount which any of those entities is then or becomes obliged to pay to that Member.

**53. Cheques**

The Club will not cash cheques.

**54. Employees**

54.1 No Member shall intimate or cause to be intimated to any QCL employee his willingness to take any such employee into his service.

54.2 Members desiring the services of any of QCL's employees outside the Club premises must make application to the Chief Executive. Permission for such services will only be granted in exceptional circumstances.

**55. Suggestions or Complaints**

55.1 A Member having cause for complaint or suggestions to make shall address a letter to the Company Secretary, giving the particulars thereof. The Company Secretary shall refer the matter to the Chief Executive or to the Board, as appropriate.

55.2 In no case shall a Member be the subject of a personal reprimand for making a complaint against an official or employee.

**56. Dogs or any other Animals**

No Member or guest shall bring a dog or any other animal into the Club premises or buildings.

**57. Removal of Books, Newspapers etc.**

No Member shall remove a book, newspaper, magazine or periodical of any description from a public room, or remove or permit to be taken from the Clubhouse any article the property of the Club or QCL supplied for the general use of Members.

**58. Liquor**

Intoxicating liquor may be sold to Members and other persons in accordance with the terms, from time to time, of the Club's Licence.

**59. Loss of Members' Property and Exclusion of Liability**

59.1 No responsibility or liability shall attach to the Club, QCL or QCHL in respect of the property of any Member, or of his guests, which may be lost in the Club. The Club and QCL reserves the right to dispose of any property found, but which remains unclaimed after three months.

59.2 QCL and its employees will not be liable in any way for the loss of, or damage to, the property of Members or (to the extent such exclusion is permitted by law) for personal injury to or death of any Member, except to the extent that such loss, damage, personal injury or death arises from the wilful act, neglect or default of QCL or any of its employees.

**60. Availability of Rules**

A copy of these Rules and the Bye-Laws shall be retained in Reception and no Member shall be absolved from their effect by any allegation of not having received them or of ignorance of their contents.

**61. Final Distribution Rules**

This Rule is made pursuant to clause 1.2 of the Deed of Trust. Should the Club be dissolved or otherwise cease to exist the trust property shall after payment of all liabilities be distributed among past and then present Members as the Trustees shall in their absolute discretion determine. The Trustees shall at the expense of the trust property carry out such enquiries and consultations as they shall in their absolute discretion think fit and may apply to the court for directions or sanction.

**62. Disclosure of Information**

All Members shall be entitled to receive and/or to inspect the minutes, records and financial and other information of the Club at the times and on the basis referred to in Schedule 6.

## SCHEDULE 1(A)

### *Transitional provisions for election of Directors*

(Schedules 1(A) and (B) were transitional provisions, and are now redundant)



## SCHEDULE 1(B)

### *Transitional provisions for the election of Trustees*

(Schedules 1(A) and (B) were transitional provisions, and are now redundant)

## SCHEDULE 2

### *Membership Percentages*

<b>Category</b>	<b>Percentage</b>
Full	100
Full Under 28	65
Full Under 22	35
Full Under 12	10
Full Off Peak	75
Over 75	50
Over 65	70
Real Tennis, Rackets and Squash	80
Real Tennis, Rackets and Squash O65	56
Real Tennis, Rackets and Squash U28	52
Real Tennis, Rackets and Squash U22	28
Real Tennis, Rackets and Squash Off Peak	60
Squash	50
Squash U28	33
Squash U22	17.5
Full Country	75
Rackets Country	60
Full Country O65	53
Country U28	56
Real Tennis, Rackets and Squash Country U28	45
Rackets Subsidised	16
Overseas	30
Social	} 30
Honorary Member	
Honorary Playing Member	} 0
Life Member	

## SCHEDULE 3(A)

### *Appointment of Directors of QCHL, QCL and QCG*

1. The Directors of QCHL shall be appointed by the ordinary shareholders of QCHL-QCT, which is a substantial holder of ordinary shares of QCHL, shall vote its shares in accordance with such directions as may be received by the Trustees from the Members from time to time in accordance with these Rules (Member Directors).
2. The Directors of QCL and QCG shall be the same persons as the Directors of QCHL. The Chairman of the Board of Directors of QCL and QCHL can attend the meetings of QC Trustees Ltd and the Chairman of QC Trustees Ltd can attend the Board of Directors of QCL and QCHL, but neither would have voting rights.
3. Any Member (not being the person to be nominated) aged 18 or over on the preceding 1st day of October may nominate only one Member to be appointed as a director of QCL and of QCHL at an Annual General Meeting of the Club. In order to do so, he must deliver to the Company Secretary of QCL not less than 62 nor more than 80 days before the day of the relevant Annual General Meeting:
  - 3.1 a letter stating that he intends to nominate another Member for election as a Director; and
  - 3.2 written confirmation from that other Member that he is willing to be elected.
4. Not less than 55 days before the Annual General Meeting of the Club a list of retiring Directors and of the Members nominated to fill the vacancies shall be posted on the Club notice board and Club website (collectively in this Schedule "the Candidates").
5. No committee, group, association, alliance, faction or club shall by way of unsolicited communication in writing canvas the Members in support of a particular Candidate or indicate in any way that a Candidate is a member of or favoured by any committee, group, association, alliance, faction or club.
6. Not less than 48 clear days before the Annual General Meeting of the Club the Company Secretary shall write to the Members notifying them of the nominations and enclosing a ballot paper on which the Members shall cast their vote for up to but not exceeding the number of vacancies to be filled with the Candidates of their choice. Each Candidate may request the Company Secretary of QCL to include material promoting himself to the Members (not longer than 250 words and a photograph if the Candidate so wishes) which the Company Secretary shall cause to be despatched to the Members with the notification provided the same is not defamatory or would in his reasonable opinion bring the Club into disrepute. Voting for more than the relevant number of vacancies shall render the ballot paper invalid and it shall not count. In the event of there being the same number

or less nominations than there are vacancies there shall be no need for a ballot and such persons as have been nominated shall be deemed to be elected and the appropriate directions shall be given by the Company Secretary to QCHL and QCL.

7. The completed ballot papers must be received by independent election scrutineers not later than 23 days prior to the Annual General Meeting and who shall ensure that the ballot papers remain secure. Independent election scrutineers shall be appointed by the Company Secretary.
8. The ballot papers shall be counted by the independent scrutineers appointed by the Trustees who shall deliver the results of the ballot to the Company Secretary of QCL. The first-past-the-post system will be adopted by the Club so the successful Candidates will be those with the most votes.
9. The Company Secretary of QCL shall post on the Club notice board and Club website the results of the successful Candidates 22 days prior to the Annual General Meeting of the Club and shall give the appropriate notification to the Ordinary Shareholders in QCHL.
10. In the event of any vacancies arising in the elected Boards of QCL or QCHL after the annual ballot, the Directors of QCL or QCHL shall have the power to fill them. Any Director so appointed shall be subject to retirement at the next Annual General Meeting of the Club but his time served as an unelected Director shall not be counted for the purposes of Rule 3.3.4.

## SCHEDULE 3(B)

### *Election of Trustees*

1. Any member (not being the person to be nominated) aged 18 or over on the preceding 1st day of October may nominate a Member to be appointed a Trustee at an Annual General Meeting of the Club. In order to do so he must deliver to the company secretary of QCHL not less than 62 nor more than 80 days before the day of the relevant General Meeting:
  - 1.1. a letter stating that he intends to nominate another Member for election as a Trustee; and
  - 1.2. written confirmation from that member that he is willing to be elected as a Trustee.

The Board of QCHL may also nominate up to 4 Members to be appointed as a Trustee at an Annual General Meeting of the Club.
2. Not less than 55 days before the Annual General Meeting of the Club a list of retiring Trustee(s) and of the Trustee(s) nominated to fill the vacancies shall be posted on the Club notice board and Club website.
3. The provisions of Schedule 3a paragraph 5 shall apply subject to such amendment as the context permits.
4. Not less than 48 clear days before the Annual General Meeting of the Club the Company Secretary of QCHL shall write to the Members notifying them of the nominations and enclosing a ballot paper on which the Members shall cast their votes for up to but not exceeding the number of vacancies to be filled with the candidates of their choice. Each candidate may request the Company Secretary of QCHL to include material promoting himself to the members (not longer than 250 words together with a photograph if the candidate so wishes) which the Company Secretary of QCHL shall cause to be despatched with the notification provided the same is not defamatory or would in his reasonable opinion bring the Club into disrepute. Voting for more than the relevant number of vacancies shall render the ballot paper invalid and it shall not count. In the event of there being the same number or less nominations than there are vacancies there shall be no need for a ballot and such persons as have been nominated shall be deemed to be elected.
5. The completed ballot papers must be received by independent election scrutineers of QCHL not later than 23 days prior to the Annual General Meeting.
6. The ballot papers shall be counted by independent election scrutineers appointed by the Company Secretary of QCHL who shall deliver the results of the ballot to the Company Secretary of QCHL. The first past the post system will be adopted by the Club so the successful candidates will be those with the most votes.

7. The Company Secretary of QCHL shall post on the Club notice board and Club website the result of the successful candidates 22 days prior to the Annual General Meeting of the Club and shall notify the other Trustees accordingly.
8. In the event of there being at any one time less than four Trustees then in accordance with the Deed of Trust the remaining Trustees may appoint additional Trustee(s). Any Trustee so appointed shall be subject to retirement at the next Annual General Meeting of the Club. For the avoidance of doubt his unelected period of service as a Trustee would not count towards the two consecutive periods of four years referred to in Rule 3.5.2.

## SCHEDULE 4

### *The Rights of the Debenture Holders under these Rules*

1. The full rights and obligations of QCHL and the Debenture Holders are set out in a Deed of Covenant made between the respective Debenture Holders and QCHL ("the Debenture Deed"). Nothing in these Rules shall be so construed as to prevent the performance of the respective rights and obligations contained therein.
2. The Board shall:
  - 2.1 provide in the Bye-Laws for a total of 3 Lawn Tennis courts being available for all Debenture Holders 3 days in advance of the regular booking period for the Debenture Holder's own use only (except in May and June). The 3 courts shall consist of 2 indoor courts and 1 outdoor court during winter and 2 outdoor courts and 1 indoor court during summer;
  - 2.2 establish an Honours Board as described in the Debenture Deed.
3. A Class A Debenture Holder shall:
  - 3.1 at his election be a Life Member and accordingly shall be free from payment of any annual subscription;
  - 3.2 be entitled irrevocably to nominate his spouse or partner to be a Life Member or, his child to be a Member for a period of 40 calendar years from the date upon which the Class A Debenture Holder shall notify the Club of his child's identity;
  - 3.3 be entitled to nominate two of his children under the age of 28 to be Under 28 Full Members who shall be free from the payment of annual subscriptions until such time as they shall respectively cease to be an Under 28 Full Member.
4. A Class B Debenture Holder shall:
  - 4.1 at his election be a Full Member and be free from the payment of annual subscription as long as he shall hold his Debenture.
  - 4.2 be entitled to nominate one other person being his spouse, partner or child to be a Full Member who shall be exempt from the payment of annual subscriptions as long as the Class B Debenture Holder shall hold his Debenture.
5. A Class C Debenture Holder shall at his election be a Full Member and be exempt from annual subscriptions whilst he shall hold the Class C Debenture.
6. Notwithstanding the above rights to be Members, these rights are subject to the respective persons being accepted as Members where appropriate pursuant to Rule 28 and expulsion pursuant to Rule 32 and the other rules.

7. The terms Class A, Class B and Class C Debenture Holder have the meaning as set out in the Deed of Covenant.

#### **Information: Summary of Debenture Holders' Rights in the Deed of Covenant**

1. There are three classes of Debenture. Classes A and B are to be repaid in 2022 and Class C in 2017.
2. Class A is for £250,000.00  
Class B is for £125,000.00  
Class C is for £75,000.00
3. No interest is payable on any of the Debentures and they are not transferable but holders will get the full price back whatever it may be at the time for the Redeemable Shares they acquire and subsequently sell.
4. A Class A Debenture Holder has the following rights:
  - To acquire up to 4 Redeemable Shares for themselves, their spouse or partner and children of any age for £1.00 per share.
  - Full membership of the Club for life without further payment of annual subscriptions for the Class A Debenture Holder himself.
  - Full membership of the Club for life without payment of annual subscriptions for the Debenture Holder's spouse or partner or for a period of 40 years in the case of a child of the Class A Debenture Holder.
  - A waiver of annual subscription for two of the Class A Holder's children under the age of 28 whilst they remain under the age of 28. This continues even after the Debenture is repaid.
  - During the currency of the Debenture the following additional rights in respect of the Tournament:  
2 tickets for each day of the Tournament or at the Class holder's election 14 tickets for the Tournament subject to a maximum of 4 tickets for any day of the Tournament.  
Access to a Debenture Holders' Lounge on payment.
5. A Class B Debenture Holder has the following rights:
  - A right to a Redeemable Share for himself at a price of £1.00.
  - The right to a Redeemable Share for his spouse or partner or one of his children if any for £1.00.
  - These two Redeemable Shareholders will be full Members of the Club without payment of further subscription for the life of the Debenture.

- A Class B Holder is entitled in respect of the Tournament to:
  - 2 tickets for each day of the Tournament or, at the Class B Holder's election, 14 tickets for the Tournament subject to a maximum of 4 tickets for any day of the Tournament.

Access to the Debenture Holders' Lounge on payment.
- 6. A Class C Debenture Holder has the following rights:
  - A right to a Redeemable Share for himself at a price of £1.00.
  - To be a Full Member of the Club without payment of further subscription for the life of the Debenture.
  - In respect of the Tournament to the following:
    - 1 ticket for each day of the Tournament or, at the Class C Holder's election, 7 tickets for the Tournament subject to a maximum of 4 tickets for any day of the Tournament.

Access to the Debenture Holders' Lounge on payment.
- 7. There is provision for a Debenture Holders' dinner prior to the Tournament and the provision of an Honours Board within the Club.

## SCHEDULE 5

### *Committees*

1. The Board may establish such committees as it shall determine to be necessary to assist it in its duties. Each such committee shall have a Director amongst its members.
2. The Board, in consultation with the relevant committee, shall be responsible for establishing that committee's terms of reference. This shall not apply to the Rules Committee or the Audit Committee, whose terms of reference are set out below.
3. Each committee shall have such authority and power as the Board may in its absolute discretion determine, save that no committee may, without the approval of the Board on each occasion, authorise any expenditure.
4. The Trustees shall appoint:
  - 4.1 An Audit Committee
 

No Director shall be a member of the Audit Committee. The Audit Committee shall be appointed by the Trustees and shall consist of not less than three Members who are suitably qualified for the performance of the functions of this committee. This committee shall report directly to the Trustees as well as to the Board. Their function shall be:

    - 4.1.1 to monitor the integrity of the financial statements of QCG, QCL, QCHL and QCT;
    - 4.1.2 to review the company's internal financial controls ;
    - 4.1.3 to monitor and review the effectiveness of internal audit, if any;
    - 4.1.4 to recommend the appointment of the external auditor and consider their remuneration and terms of engagement;
    - 4.1.5 to review and monitor the external auditor's independence, objectivity and the effectiveness of the audit process;
    - 4.1.6 to develop and implement policy on any use of the external auditor to supply non-audit services;
    - 4.1.7 to review whistle blowing arrangements for staff.
  - 4.2 A Rules Committee
 

The Rules Committee shall be at least three in number and shall consist of at least one Trustee and such other Full Members duly appointed by the Trustees who are suitably qualified for the performance of the functions of this committee. The function of this committee is to recommend to the Trustees, the Board and the Members any changes to these Rules and to advise upon the Bye-Laws and other constitutional matters.

## SCHEDULE 6

### *Disclosure of Information*

1. Except as referred to in this Schedule below, or otherwise as required by law, these Rules or the Articles of Association, Members shall not be entitled to receive or to inspect contracts, deeds, documents, records or financial or other information held by the Club.

#### **Contracts**

2. The Board and/or (as the case may be) the Trustees may in their sole discretion make available for inspection, on such terms as they shall think fit, contracts and other legal documents relating to the Club, or appropriate summaries thereof.

#### **Minutes**

4. "Club Minutes" (meaning minutes subject to the exclusions and modifications set out below) of meetings of the Board shall within 14 days after approval be made available to Members on the notice board and through such other means of communication as the Chief Executive shall think fit.
5. Confidential matters shall not be included in Club Minutes. For this purpose "confidential matters" shall include, but shall not be limited to, matters which are personally sensitive (such as disciplinary and hardship issues, or items which may affect the livelihood of individual members of staff) commercially sensitive (such as details of contract negotiations and tenders for capital expenditure) or matters which are of a litigious nature. The decision of the Chairman as to confidential matters which are not appropriate for inclusion in Club Minutes shall be final.
6. Individual expressions of opinion or of dissent shall not be recorded in the Club Minutes, but only collective decisions of the Board.
7. Minutes which are prepared for circulation to and use by the Board or by any Committee of the Board, but which do contain confidential matters or individual expressions of opinion as referred to in paragraphs 4 and 5 above ("Confidential Minutes") including for the avoidance of doubt the Confidential Minutes of the Board or any Committee of the Board relating to meetings held prior to 20 May 2009 shall not be available to any Member of the Club except (a) to the Trustees during their respective periods of office and (b) to Directors during their respective periods of office. Trustees and Directors having access to such Minutes are obliged to respect the confidentiality thereof.
8. Club Minutes for any Committees of the Board shall be prepared and made available to Members with effect from such date as the Board shall think fit, but by

no later than the date of the 2011 AGM of the Club. Such Club Minutes shall also be made available within 14 days after approval, on the notice board and through such other means of communication as the Chief Executive shall think fit.

9. Minutes of the meetings of the Trustees shall also be made available on the same basis as Club Minutes of meetings of the Board. Minutes of the meetings of the Audit Committee and the recommendations of the Rules Committee shall be prepared on a similar basis and made available to Members from such date and on such terms as the Trustees shall think fit, but so that such minutes will start to be available from no later than the 2011 AGM of the Club.

#### **Financial Information**

10. As required by law, financial information shall be made available to Members once a year in the annual audited report and accounts by such means of communication as the Chief Executive shall think fit.
11. The following financial information shall be made available for inspection at the Club on prior application to the Company Secretary/ Chief Financial Officer:
  - a. A summary in such form as the Board shall think fit of management accounts prepared for the Board shall be made available on a quarterly basis and within 7 days after the relevant Board meeting
  - b. Cash flow forecasts showing the forecast cash balances at the end of the following five year period shall be made available on a half-yearly basis
  - c. A consolidated balance sheet and consolidated profit and loss account shall be made available on a half-yearly basis
11. A capital expenditure budget approved by the Board, as provided for under Rule 38.11 (and relevant details if actual capital expenditure exceeds budgeted capital expenditure by £50,000 or more, as provided for in Rule 38.12) will be posted on the notice board and on the website and/or shall be communicated in such other way as the Chief Executive shall think fit.

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## THE BYE-LAWS OF THE QUEEN'S CLUB

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These bye-laws are liable to alteration and addition from time to time by the Board of Queen's Club Ltd. In the Bye-laws the masculine shall include the feminine.

An 'adult' is a person over the age of 18 and references to the 'Chief Executive Officer', 'The General Manager', 'The Security Supervisor', 'The Duty Manager' and 'The Grounds Manager' are to the persons respectively authorised or appointed or employed to act in those capacities, or to their deputies.

In these bye-laws (unless the context otherwise requires) the word Clubhouse shall mean and include the; Grille, Players' Bar, Members' Bar, TV Room, Games Room, Terrace Room, President's Room and all external terrace areas.

### 1. **Bye-Laws Enforcement**

These Bye-laws shall come into force on 1st October 2018, in substitution of previous bye-laws, and must be read in conjunction with the rules of the Club from time to time.

### 2. **Club Hours**

Save as the Chief Executive Officer shall determine, the Club premises will be open for the use by Members on every day except as follows:

Christmas Eve: closes 1.00pm

Christmas Day: closed all day

Boxing Day: closed all day

New Years Eve: closes 3.00pm

Public Holidays: closes 9.00pm

The Clubhouse is open from 7.00am to 11.00pm (but will remain open later for special events, from time to time).

The Players' Bar is open from 11.30am to 11.00pm (closes at 10pm at weekends).

The Grille is open from 8.00am to 11.00pm Monday – Friday (last orders 10pm), 9.00am to 10.00pm Saturday (last orders 9.45pm) and 9.00am to 9.00pm on Sunday (last orders 8.45pm)

The Dressing Rooms are open from 7.00am to 11.00pm

The Reception is open from 7.00am to 10.00pm (8am to 9pm weekends).

The Shop is open from 9.00am to 7.00pm weekdays and from 9.00am to 6.00pm at weekends and during public holidays. The Shop will be closed on New Year's Day.

The Gymnasium is open from 7.00am to 10.00pm

The Club offices are open Monday to Friday from 9.00am to 5.00pm

**3. Membership Cards**

- a) All Members are required to use their cards to gain access to the Club premises. Members must show their membership cards on all occasions as requested by a member of staff. A Member who has forgotten or misplaced a membership card may be asked to go to the Club Reception to prove identity.
- b) Membership cards are not transferable, and Members are requested to ensure that they are safeguarded at all times.
- c) In the event of a card being lost, the Membership Office should be informed and a charge will apply for replacement.
- d) During the Tournament other rules may apply as notified to Members.

**4. Cars**

- a) Provided there is space available, Members using the Club may park cars in the areas designated during such time as they are using facilities of the Club but at no other time.
- b) Club security staff are entitled to check cars and their passengers at the entrance to the Club premises.
- c) Cars may only be parked in the grounds overnight with the prior consent of the General Manager.
- d) Cars are left on the Club premises at the owner's risk.
- e) Access to the grounds will be refused if a Member does not display a current Car Park pass, or produce a membership card.
- f) The right is reserved to move any car parked in an unauthorised manner.
- g) Motorcycles and bicycles are only to be left in the bays and racks provided.
- h) There will be no access for cars during the Tournament week and restrictions will apply in the weeks before and after the Tournament.

**5. Court Booking and Charges**

- a) The schedule of charges for court and guest fees will be reviewed annually by the Board to take effect on 1st October in each year. They will be displayed on the Club Notice Board and website.
- b) A Member who books a court is primarily liable for the payment of the court fees, and for providing at Reception the names of others playing on the court, before play commences.
- c) For Members with a direct debit in force, confirmation constitutes acceptance that the appropriate court fee should be charged to the Member's account.

- d) Members with a direct debit in force who fail to check in at Reception for their court booking will be levied a court fee and a "no show" charge, whether or not the court is used. Members without a direct debit in force, who fail to confirm the court, will be levied the court fee and the "no show" charge, together with an additional administrative charge. Such charge shall be determined by the Board from time to time and displayed on the Club Notice Board and website.
- e) If the court has been paid for in advance, the Member has the right to use it, whatever time he arrives. If the court has been booked but not paid for, it will not be held for more than 10 minutes beyond the starting time for which it is booked. It is then available for rebooking. The time shall be the time of the clock on the computer at Reception.
- f) When booking, a Member may not use the name of another Member, save when booking for Members of his immediate family.
- g) The Member in whose name the court is booked must play on that court or one close by, save where prevented by intervening circumstances.
- h) Courts may be reserved, with the authority of the General Manager, for coaching, for matches, tournaments, group sessions and all booking rights are subject to such reservations or any other events.

**6. Guests**

- a) As rule 37.4 provides, no guest shall be admitted to the Club premises for the purpose of playing games more than six times in any one financial year (from 1 October each year). Guests are expected to provide their name, the name of host Member and proof of ID upon request.
- b) Guests must be declared to the Security staff at the Front Gate and ID shown. Playing Guests must then register at Reception and the appropriate fee paid, prior to play. In the event of a Member failing to ensure that the guest fee is paid, the Member will be charged an additional levy as determined by the Board from time to time and displayed on the Club Notice Board and website.
- c) Guests may park during the period of their visit provided that space is available.
- d) The Board may at their discretion withdraw the privileges of Members to introduce guests during tournaments, exhibitions or matches.
- e) It is the responsibility of the Members to ensure that their guests conform to the Rules and Bye-Laws of the Club. This includes adherence to dress regulations.
- f) Guests are not permitted to use the Gymnasium.



**7. Lawn Tennis**

- a) The laws of the game shall be those adopted for the time being by The Lawn Tennis Association
- b) The decision as to whether a court, or courts, shall be closed for any reason shall rest with the General Manager.
- c) Courts may be booked for periods of one hour at Reception on any day of the week, up to eight days in advance, by telephone or online from 9.00am, and in person from 9.30am. A maximum of two consecutive hours may be booked at any one time.
- d) The normal times of play for uncovered courts are as follows:-
- |  |   |
|--|---|
| Artificial Grass and outdoor hard courts | 8.30am to 8.30pm  |
| Red Shale Courts                         | 9:30am to 8:30pm  |
| Indoor Courts                            | Daily 7.00am to 10.30pm                                     |
|  | Public Holidays 8:30am to 8:30pm                            |
| Grass Courts                             | 10:30am to 8.30pm<br><i>(weather conditions permitting)</i> |
- e) Members are permitted to transfer from an indoor court to an outdoor court. The court fee payable will be the indoor court fee.
- f) Members may not book both an indoor and an outdoor court for the same period of play, nor may Members have multiple bookings for the same period of play.
- g) Off peak Members may play at the following times (the off peak hours):

**1st October to 30th April:**

Monday to Friday:	Covered Courts	7.30am to 9:30am 12:30pm to 4:30pm
	Outdoor Courts	8:30am to 4:30pm
Friday: <i>(in addition to the above)</i>		
	Covered Courts	7:30pm to 10:30pm
Saturday and Sunday:	Covered Courts	8.30am to 9.30am 6.30pm to 10.30pm
	Outdoor Courts	8:30am to 4:30pm

**1st May to 30th September:**

Monday to Friday:	Covered Courts	7.30am to 10:30pm
	Outdoor Courts	8:30am to 4:30pm
Friday: <i>(in addition to the above)</i>		
	Outdoor Courts	7:30pm to 8:30pm
Saturday and Sunday:	Covered Courts	8.30am to 9.30am 4.30pm to 10.30pm
	Outdoor Courts	8:30am to 9:30am 4.30pm to 8.30pm

Different hours may apply on Bank Holidays

- h) Charges
- (a) A Member who has booked a court and does not wish to use it must give at least 72 hours' notice to Reception. Otherwise, in the event of the court not being re-sold, the member will be required to pay for it unless weather conditions or bad light (if applicable) would have made play impossible.
- (b) All Members may book and play on the outside courts (except grass) free of charge up to 5:30 pm Monday to Friday.
- i) Members under 18 years of age are not permitted to book grass lawn tennis courts. Members under 18 years of age may play on grass if accompanied by a fellow Member over 18 years of age.

**8. Lawn Tennis Professionals**

- a) Members may book lessons by contacting the Professionals direct.
- b) Each lesson will be for a period of 55 minutes.
- c) Up to 4 indoor courts are pre-reserved for coaching on weekdays up to 5:30 pm, and up to 2 courts on weekends.
- d) The fees of coaching will be advertised on the Club Notice Board and website.
- e) The court fee applicable to the surface actually played on is payable in full at Reception on the day of play. Grass courts may not be booked in advance for a lesson.
- f) Cancellation of lessons must be made at least 48 hours before the lesson is due, in which case no fees are payable. Cancellation within 48 hours will require payment of the court fee, unless the Club is able to re-sell the court.
- g) Group coaching and clinics may be organised from time to time. Details will be posted on the Club Notice Board and website.
- h) No coaching at the Club is permitted by anyone other than those tennis professionals contracted by the Queen's Club Ltd.

**9. Real Tennis and Rackets**

- a) The laws of the game shall be those adopted for the time being by The Tennis and Rackets Association.
- b) Courts may be booked for members for periods of one hour by contacting the office of the Real Tennis and Rackets Professionals or booking online.
- c) Court bookings may be made up to 14 days in advance.
- d) A Member who has booked a court and does not wish to use it must give at least 48 hours' notice to the office of the Real Tennis and Rackets Professionals. Otherwise, in the event of the court not being re-sold, he will be required to pay for it.
- e) The normal times of play are as follows:
- |                  |                   |
|------------------|-------------------|
| Monday to Sunday | 7.00am to 10.30pm |
| Public Holidays  | 8.00am to 8.30pm  |
- f) Off Peak Members (Real Tennis) may play at the following times:
- |                     |                   |
|---------------------|-------------------|
| Monday to Friday    | 8.00am to 5.30pm  |
| Saturday and Sunday | 5.30pm to 10.30pm |
- Different hours may apply on Bank Holidays
- g) Off Peak Members (Rackets) may play at the following times:
- |                           |                     |                   |
|---------------------------|---------------------|-------------------|
| 1st October to 30th April | Monday to Friday    | 8.00am to 5.30pm  |
|                           | Saturday and Sunday | 8.00am to 10.30pm |
| 1st May to 30th September | Monday to Sunday    | 8.00am to 10.30pm |
- Different hours may apply on Bank Holidays
- h) Rackets balls are available for hire from Reception. The balls must be returned after use and a charge will be levied for those not returned.

**10. Real Tennis and Rackets Professionals**

- a) Members may book lessons through the office of the Real Tennis and Rackets Professionals. Each lesson will be for the period of 55 minutes.
- b) Lessons may be taken between 7.00am and 5.30pm on Monday to Friday and between 8.00am and 5.00pm on a Saturday, Sunday and Public Holidays.
- c) Cancellation of lessons must be made at least 48 hours before the lesson is due, in which case no fees are payable. Cancellations within 48 hours will require payment of the court fees, unless the Club is able to resell the court.
- d) Members may call upon a Professional to mark a game, on giving 24 hours' notice. A hitting service is also available. Charges will apply.

**11. Squash**

- a) The laws of the game shall be those adopted for the time being by England Squash.
- b) Courts may be booked by Members for periods of 45 minutes at Reception on any day of the week, 14 days in advance, by telephone or online from 9.00am and in person from 9.30am.
- c) The normal times of play for Squash courts are as follows:
- |                  |                   |
|------------------|-------------------|
| Monday to Sunday | 7.00am to 10.00pm |
|------------------|-------------------|
- d) A Member who has booked a court and does not wish to use it must give at least 48 hours' notice to Reception. Otherwise, in the event of the court not being re-sold, he will be required to pay for it.
- e) Off Peak Members may play at the following times:
- |                     |                   |
|---------------------|-------------------|
| Monday to Friday    | 7.00am to 4.00pm  |
| Saturday and Sunday | 5.30pm to 10.00pm |

**12. Squash Professionals**

- a) Members may book lessons directly with the Professional. Each lesson will last for a period of 45 minutes.
- b) Cancellation of lessons must be made at least 48 hours before the lesson is due, in which case no fees are payable. Cancellations within 48 hours will require payment of the court fee, unless the club is able to re-sell the court.

**13. Dress**

- a) On all courts, and for all sports, predominantly white recognised clothing, including accessories (each article of clothing to be at least two thirds white) must be worn.
- b) Coloured tracksuits (or jogging trousers and sweaters/sweatshirts) may be worn on all courts between October and April in each year.
- c) Advertising or lettering in any form, other than small approved motifs, is not permitted.
- d) The following items by way of example are not accepted: rugby tops, running or jogging shorts, leotards, leg warmers.
- e) Shoes may be coloured but must be appropriate for the particular sport. They must be of a design so as not to mark or damage the courts. Studded shoes are not permitted on grass courts.

**14. Gymnasium**

- a) No person under the age of 16 is allowed to enter the Gymnasium.
- b) No Member may use the Gymnasium without prior assessment by a member of the Gymnasium staff.
- c) No Member shall at any time introduce exercises to another Member.
- d) Members must swipe their membership card on entering the Gymnasium.
- e) Food and drink are not permitted.
- f) Members must be suitably attired.
- g) Non marking shoes must be worn.

**15. Billiards and Snooker**

- a) The Snooker Room will be available for play from Monday to Sunday from 8.00am to 10.00pm.
- b) Any Member cutting or injuring the cloth shall pay accordingly to the damage done, but not less than £50.
- c) Damaged balls and cues are to be paid for at the cost price by the Member who caused the damage.
- d) Members are responsible for the liabilities incurred, or any damage done, by a visitor introduced to the Club by them.
- e) The table may be reserved for periods of one hour by application to the attendant in the Gentlemen's Dressing Room, in person or on the telephone.
- f) A returnable deposit will be paid by the Member or the Member shall leave his membership card as security
- g) Details will be entered into the 'Snooker Room Book' and a set of snooker balls will be provided.
- h) In order to preserve the cloth, no food or drink may be placed on or near the table.

**16. Sauna/Steam Rooms**

- a) These are only to be used by Members who are 16 years old and over.

**17. Games Room**

- a) A Member may eat food from the Grille in the Games Room but the area will not be served.
- b) Table Tennis bats and balls and pool chalk are provided.
- c) Any Member cutting or injuring the cloth shall pay accordingly to the damage done, but not less than £50.
- d) Damaged balls and cues are to be paid for at the cost price by the Member who caused the damage.
- e) Members are responsible for the liabilities incurred, or any damage done, by a visitor introduced to the Club by them.

**18. Catering**

- a) The hours of opening and closing of the catering areas are given in Bye-Law 2.
- b) Intoxicating liquor shall be served in accordance with the terms of the Club's Licence.
- c) Members and their guests may not bring food into the Club grounds except during the Tournament or when invited to do so for a special Club event.
- d) Permission must be obtained before bringing wines or spirits into the Clubhouse. Due to licensing no alcohol may be brought onto Club premises during the Tournament. Corkage will be payable at charges in force at the time.

**19. Children in the Club**

- a) Children under 12 years of age are not allowed on Club premises unless accompanied by an adult Member who shall be responsible for their safety and behaviour and must be in close proximity at all times.
- b) Children under the age of 6 years old (including babies) are not allowed into the Clubhouse except on Sundays and Bank Holidays when they may use the Grille, Players Bar, Games Room and all external terrace areas on condition that they behave in an appropriate manner and are accompanied by an adult at all times.
- c) Children aged from 6 to 11 years (inclusive) may use the Grille, Players Bar, Games Room and all external terrace areas on all days on condition that they behave in an appropriate manner and are accompanied by an adult at all times.
- d) Children aged 12 and over may use the Grille, Players Bar, TV Room, Games Room and all external terrace areas without being accompanied by an adult on condition that they behave in an appropriate manner.
- e) The Terrace Room may only be used by those over 16 years of age.
- f) The Members' Bar and President's Room may be used by children when attending a private function.
- g) Children under 12 may use the facilities of the Junior Club, as long as they are accompanied in the building by an adult at all times, unless the child is taking part in a coaching or Club organised session.
- h) Children attending private functions or parties at the Club must remain within the room booked except when using Club toilet facilities. The Member booking the private party will be responsible for the behaviour of the "party" children and guests. Staff may insist on the removal of a misbehaving child from the Club premises.
- i) Children under 12 years are encouraged to arrive for sport already changed.
- j) Children under 12 years may only use the Gentlemen's or Ladies' Dressing Rooms if accompanied by an adult Member who is the parent or grandparent or guardian or adult acting with the prior consent of the parent or guardian.
- k) Children 12 years or older using the Club facilities, including courts, are subject to the same rules, discipline and behaviour expectations as adult Members.
- l) A Member bringing a baby onto the Club premises must be responsible for its well-being and ensure that it does not disturb other Members. The Member must be responsible for the safe and hygienic disposal of nappies (and not leave it to staff). Breast-feeding should take place discreetly. The Ladies Dressing Room is available if required. Babies may only be brought into the Clubhouse in accordance with bye-law 19b or when attending a private function.
- m) Pushchairs/prams should be left under the stairs leading to the Grille or in the Lobby by Reception.

**20. Full Under 12 Members**

- a) A parent, grandparent or guardian of an under 12 Member may, on the child's behalf and using the child's name, book any outdoor Lawn Tennis court other than a grass court in the same manner as a Full Member.
- b) A parent, grandparent or guardian may, on behalf of a child and using a child's name, book a squash court. Normal court booking regulations and prices will apply.
- c) A parent, grandparent or guardian may, on behalf of a child, request a lesson with a Real Tennis professional and may book a court, for which normal court fees will apply.
- d) Nothing in this Bye-Law shall prevent a parent, grandparent or guardian booking and/or using any court in the usual way and playing with a child under 12 provided that person properly supervises and is responsible for the child.
- e) Professional coaches may at the request of a parent, grandparent or guardian give lessons to Under 12s in the same way as for all other Club members.

**21. Handheld Electronic Devices and Laptop Computers**

- a) "Handheld Electronic Devices" (HED) include the following: a mobile telephone, pager, E Reader, tablet and any similar device other than a laptop computer.
- b) Subject to Bye-Law 21(c) and 21(e) all HED and laptop computers shall be switched to silent mode on entering the Club premises and kept silent until leaving the Club premises.
- c) Telephone calls using HED, including via a Bluetooth earpiece/other similar hands-free device, may only be made and received in:
  - a. The Club car parks.
  - b. A stationary vehicle.
  - c. Centenary House.
  - d. The Games Room and the corridor immediately outside that room.
  - e. The Club Dressing Rooms provided that calls are discreet and kept short.
  - f. The entrance lobby by Reception.
- d) Laptop computers may not be used at weekends or after 6pm during weekdays in the Grille and Players' Bar. Otherwise they may be used at any time in the Clubhouse and only for private purposes.
- e) This Bye-Law does not apply to any HED which needs to be used by a member of staff in the course of duty.

**22. Meetings**

In accordance with Rule 48 Members are not to hold business meetings on the Club premises except in designated meetings rooms which are available for hire.

**23. Smoking**

Smoking (including the use of e-cigarettes) is not permitted at any time in the Club Premises or in the Clubhouse, with the exception of the following areas; the lower level of the Club House terrace, the Terrace Room terrace, the President's Room balcony and in the designated smoking hut between the northern end of Centenary House and the cemetery wall. During inclement weather the southern 2 tables under the balcony may also be used by smokers. Those who smoke are to use the appropriate receptacles for ash, cigarette ends and other litter.

**24. Lockers**

A limited number of lockers are available for hire in the Dressing Rooms on an annual basis. Day lockers are available for daily use; any property left overnight will be removed and a fee levied for its return. Application for dressing room lockers should be made to the General Manager.

**25. Bags**

Members must not leave bags in corridors, on the terrace, in the Grille or in public areas and should make use of the Day Lockers or Cloakrooms provided.

**26. Credit**

Unless a Member has a separate monthly direct debit in force to cover the cost of goods or services purchased in the Club, all items must be paid for at the time of purchase.

**27. Breakages**

Breakages or damage by a Member or his guest shall be paid for by the Member responsible.

**28. Committees**

- 28.1 The Board has established a Sports Committee and games committees for the sports of Lawn Tennis, Rackets, Real Tennis and Squash. Also a House Committee, an Estates Committee, a Membership Committee and a Finance Committee.
- 28.2 As vacancies occur in committees they will be advertised on the website and noticeboard. Any member wishing to serve on these committees should write to the Chief Executive proposing himself for membership.
- 28.3 Appointments to these committees will be by the CEO (subject to verification by the Board of QCL) and will last for a maximum of three years with the possibility of being invited to serve for a maximum of a further three consecutive years only. Members may be asked to serve lesser terms so as to stagger appointments and resignations.
- 28.4 Subject to ratification or otherwise by the Board, each committee shall appoint its own Chairman.
- 28.5 The names of the committee members shall be published on the Club Notice Board and website.

**29. Social Events**

Members who book tickets or places for Club Social events are liable to pay charges in full unless (i) they cancel 10 days before the event, or (ii) the event is fully booked and their tickets or places are resold to other Members.

**30. Miscellaneous**

- 30.1 All Members must complete a contact information sheet when requested to do so.
- 30.2 Complaints as to the everyday running of the Club or staff conduct or performance must not be made to individual members of staff. Attention is drawn to Rule 55.1. In addition, complaints may be emailed to: [feedback@queensclub.co.uk](mailto:feedback@queensclub.co.uk).

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