

MEMBERSHIP RULES

NAME

The club is owned and operated by Opentrade Global Ltd trading as The Yacht London hereinafter referred to as TYL.

CLUB AIMS

To provide a London base for members to pursue their business, entrepreneurial and networking activities and to promote camaraderie and mutual interest

MEMBERSHIP

By accepting membership every member agrees to be bound by the rules and regulations of the Club. All members must be aged 18 years or older.

ANNUAL MEMBERSHIP FEES

The annual membership fee of £249 (£99 inc VAT joining fee & £150 account credit) is payable in full in advance. The membership fee and any subscriptions shall be fixed by TYL from time to time. It shall be entirely within TYLs discretion to raise, lower or waive such membership fees and or subscriptions.

Credit on account must be used up before the expiry date of your membership. If memberships are renewed for another year then the credit on account will carry forward. For non-renewals, the credit will lapse.

APPLICATION PROCEDURE

TYL will have absolute discretion as to whether to accept or decline an application for membership. No reason shall be given for refusal of an application at any stage.

START DATE

If an application is accepted, membership start date will take effect when the applicant has paid the annual fee due.

MEMBERSHIP CARDS

Membership cards will be issued to all members and must be used to gain entry to The Yacht. Lost or stolen cards should be reported to the Membership Secretary, and a replacement will be provided at a charge of £10 plus vat. The Management reserves the right to refuse entry to any member who fails to produce his or her card.

RESIGNATION

Any member wishing to resign his/her membership may do so at any time in writing to TYL. Any member who resigns his/her membership will not be entitled to a refund of the annual membership fees paid for that year and any unpaid fees outstanding will still be due and owing.

OUTSTANDING BILLS

All bills are to be paid in full before leaving the premises. No credit will be advanced under any circumstances. Members will be liable for the bills of any guest introduced by them that day.

GUESTS

Members may bring up to 3 guests at any one time, or more by prior arrangement. Only guests aged 18 or over are allowed.

Members must not leave the premises before their guests without the prior agreement of TYL. The introducing member shall be responsible for any refreshments consumed by his guests

Members will be responsible for their guests behaviour under all circumstances and TYL reserves the right to exclude a guest or ask them to leave at their sole discretion and without explanation.

DRESS CODE

Members are required to dress in smart attire. What constitutes smart attire will be at the sole discretion of TYL and its staff.

TELEPHONE ETIQUETTE

Members are required to use their mobile phones with discretion and without nuisance or annoyance to other members. Areas of the Yacht may be designated as mobile free areas. The members are also asked to set their phone ring volume to silent or the lowest effective ringing volume, answer phone calls promptly and talk as quietly as possible. Any member persistently ignoring these guidelines will be excluded from the Yacht. Members guests must also respect these terms.

INTERNET CONNECTIVITY

TYL broadband may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time. Members and their guests may not use the same to send, receive, store, distribute, transmit, post, upload or download any materials or data which violates any Law, is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment or may be harmful to minors; promotes or encourages illegal or socially unacceptable or irresponsible behaviour; is in breach of any third party rights (including any third party intellectual property rights); has any fraudulent purpose or effect

FACILITIES AND MEMBERS ACCESS

In general members access to the Yacht will be from 12pm to 5pm Wednesday to Friday. TYL reserves the right to shut off any portion of the Yacht at any time, to exclude members therefrom and to close the Yacht from time to time, either generally or for events or for any other reason as it may deem necessary. Members must book in to use the lounge room with 24hrs notice as a minimum.

CLUB PROPERTY

Any member who wilfully removes, damages, or destroys any article or property belonging to the club, or to its members, or to guests on the premises will be liable to expulsion.

CONDUCT TOWARDS STAFF

It is expected that staff will be treated with respect at all times. Any abuse towards staff will not be tolerated.

MISCONDUCT

TYL may evict or exclude any member or guest whose behaviour they consider to be inappropriate. TYL reserves the right to exclude any member or guest without stating a reason. Any member that is permanently excluded as a result of a breach of these rules will not be entitled to a refund of his/her annual membership fees.

Members will have a right to make representations in such form as TYL may deem appropriate prior to permanent exclusion/revocation of membership. The decision of the Managing Director or other designated officer of TYL shall be final and binding.

DISCLAIMER

Nothing in these rules shall be construed as attempting to limit TYL's liability for death or personal injury caused by its negligence. TYL shall not be liable for any damage to or loss or theft of any personal property while on the premises. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded. In addition, TYL cannot accept and hereby excludes any liability for any indirect or consequential losses or for any of the following types of loss (in each case whether direct or indirect) suffered or incurred by a member arising out of any failure on the part of TYL to comply with these rules or in relation to the operation of the club, including without limitation any unavailability or poor performance of any of the office services:

loss of profit;

loss of revenue;

loss of anticipated savings;

loss of business, opportunity or contract;

loss of goodwill and

loss of or corruption to data.

CHANGES TO THESE RULES

TYL may, from time to time, revoke, alter or add to these Rules. Notice of the same will be posted on the website and, save in case of urgency, will take effect one month from the date of posting. TYL may also make regulations as to the running of the Club.

INTERPRETATION OF THE RULES

In the event of any dispute arising as to the meaning or interpretation of these rules the decision of the MD or other designated officer of TYL shall be final. These rules shall be governed by the law of England and Wales and the English Courts shall have exclusive jurisdiction in respect of any dispute between a member and The Yacht London arising out of or in relation to them.