

# TERMS AND CONDITIONS OF THE CLUB

These Terms and Conditions (the “**T&C**”) set out the main terms that you will need to be aware of. You should familiarise yourself with the T&C and comply with these provisions at all times. When applying for Membership of the Club, you confirm that you have read and agree to be bound by these Terms and Conditions.

The e-contract between an individual and the Company is subject always to the Club providing written notice to the individual that their application to join the Club as a Member has been approved.

## 1. NAME & LOCATION

- 1.1 The name of the Club is “THE ROOF GARDENS” which is located at 99 High Street Kensington, London, W8 5SA (referred to in these T&C as the “Club”).

## 2. OBJECTS OF THE CLUB

- 2.1 The object of the Club is the provision of facilities and amenities of a private clubhouse run on commercial principles to facilitate the social interaction of its Members and their guests and host private functions. As part of this, the Club will curate member programming which includes thought leadership and opportunities of members to engage positively with the Club and local community.

## 3. DEFINITIONS

- 3.1 The Club is owned and operated by Kensington RG Limited (the “Company”). The Company is a private company incorporated in England with company number 12762985. A Member’s Membership relates to the Club only and no other club or premises owned or operated by the Company and does not entitle any Member to any share in the Company nor to participate in any voting or other shareholder matters of the company.
- 3.2 For the purposes of these T&C, the following expressions shall bear the following meanings:
- (a) “**Contract**” means the membership contract between the Company and the Member(s), the terms of which include the T&C;
  - (b) “**Application Form**” means the application form submitted to the Company by a potential Member prior to the date of the Contract and all related documents submitted by such individual including without limitation their name, address, date of birth (together with proof of age), a digital photograph, the make, model and registration of any private vehicle(s) they propose to use to attend the club and any such further information as the Membership Director may reasonably request or as provided by the Club’s website from time to time.
  - (c) “**Club**” shall have the meaning given to it in clause 1;
  - (d) “**Executive Committee**” means the executive committee of the Club, as appointed by the Company from time to time, which deals with day-to-day membership and management matters;

- (e) **"Membership"** a period of time where a Member is contracted to the Company with respect to use of the Club;
- (f) **"Membership Committee"** shall have the meaning given to it in clause 5;
- (g) **"Member"** means a person admitted as a member of the Club in accordance with the T&C (as amended from time to time) and who remains a member of the Club in accordance with the T&C.;
- (h) **"Committee Member"** means a person who is elected to the Club in accordance with the T&C on or after their 21st birthday to assist the Company with building the Club's membership. A Committee Member shall also be a Member for the purposes of the T&C;
- (i) **"Under 32 Member"** means a person who is elected to the Club in accordance with the T&C on or after their 21st birthday and before their 32nd birthday. An Under 32 Member shall also be a Member for the purposes of the T&C;
- (j) **"Membership Director"** shall have the meaning given to it by clause 4;
- (k) **"Membership Team"** means any employee or staff member of the Company working in the membership department or a Director of the Company; and
- (l) **"Senior Manager"** means the most senior member of management staff working in the Club's premises at a given moment in time.

#### **4. MEMBERSHIP DIRECTOR**

- 4.1 The Company shall appoint a Membership Director (the "Membership Director") who is responsible for all membership matters on a day-to-day basis. The Membership Director shall also be responsible for issuing membership invitations.

#### **5. MEMBERSHIP COMMITTEE**

- 5.1 A committee of Members, together with certain individuals from the Club's management (the **"Membership Committee"**) may be appointed by the Executive Committee on such terms and conditions as determined by the Company from time to time to make recommendations to the Club as to who should be elected as a Member.

Appointment to the Membership Committee is granted at the absolute discretion of the Executive Committee and may be terminated and/or suspended at any time by the Executive Committee.

#### **6. MEMBERSHIP**

- 6.1 Membership shall comprise three categories: Members, Committee Members, and Under 32 Members, all of whom must be at least 21 years of age and the applicable age requirement for each category is set out at clause 7 below.
- 6.2 The Company may at its discretion from time to time add additional categories of Membership or remove any categories or amend the conditions for a category by posting these amendments or additions on the Club's website, normally at least 14 days in advance.

#### **7. AGE REQUIREMENTS FOR MEMBERSHIP**

- 7.1 The age requirements for each category of member are:
- (a) Committee Member: must be at least 21 years of age on the date that the invitation to join as a Committee Member is issued by the Membership Director;
  - (b) Under 32 Members: must be 31 years of age or below (but at least 21 years of age) as at the date of the Membership Committee's approval of such person's application to become a Member or Renewal Date (as applicable); and
  - (c) Members: other Members (save for Committee Member and Under 32 Members) must be 32 years of age or above as at the date of the Membership Committee's approval of such person's application to become a Member or Renewal Date (as applicable).
  - (d) In each case, proof of age shall be required prior to the date of the Contract.
- 7.2 All information provided by any Member in the Application Form must be true and correct.

## **8. PROCEDURE FOR APPROVAL OF MEMBERS OF THE CLUB**

- 8.1 To apply for membership, a candidate shall supply their name, address, date of birth (together with proof of age), a digital photograph (for identification and security purposes, the make, model and registration of any private vehicle(s) they propose to use to attend the club and any such further information as the Membership Director may reasonably request or as provided by the Club's website from time to time.
- 8.2 Upon receipt of an application for Membership, the Membership Director shall review the application together with the Executive Committee.
- 8.3 The election of all Members shall be by unanimous approval by the Executive Committee.
- 8.4 A candidate may be required to meet with the Membership Team prior to the Executive Committee considering their application.
- 8.5 No reason shall be given to any candidate in the event of the decision not to elect such candidate.
- 8.6 Following approval by the Executive Committee, the Membership Director shall notify the candidate that they have been approved to join as a Member of the Club and request the candidate provides the following to the Club:
- (a) payment of the relevant current annual or monthly Membership Fee; and
  - (b) a completed direct debit form or credit/debit card details to be held securely for future annual or monthly Membership Fee.
- 8.7 Subject to compliance with clause 8.6, and subject to clause 8.8, the candidate will then be appointed as a Member of the Club. In consideration, the candidate will be bound by these T&C, the Rules and the Club's Privacy Notice, as may be varied from time to time.
- 8.8 No candidate may be admitted to the Membership without an interval of at least seven days between nomination or application and admission.

8.9 Cancellation by Member:

- (a) Members who have been approved have the right to cancel their Membership, without giving any reason, within 14 days of receipt of their Membership Fee by emailing the Membership Director.
- (b) If a Member cancels their Membership within the 14-day period referred to above, the Company will reimburse to that Member their Membership Fee via the original payment method, within 14 days.

8.10 The Club's Privacy Notice, which is available [here](#) sets out the terms on which the Club processes the personal data of its Members and their guests.

**9. MEMBERSHIP FEE**

9.1 The annual fees payable by a Member (the "Membership Fee") shall be of such amount as the Company determines from time to time, as are set out on the Club's website, and which are subject to change at the Company's discretion (subject to Clause 9.5). The Membership Fee shall be reviewed from time to time, normally annually, and may increase following such review.

9.2 Members are liable to pay the full Membership Fee for each year. The minimum commitment is a 12-month period upon joining. The Membership Fee may be paid: (a) in one lump-sum annual installment in advance at least 7 days prior to commencement of any given Membership year; or (b) in 12 equal monthly installments in advance, in which case payment will be deducted from the Member's or made via the Member's account given payment method at the start of each calendar month (save for the first installment which shall be payable on the date of the Contract). Candidates shall be notified of accepted payment methods.

9.3 All Membership Fees are non-refundable and non-returnable.

9.4 If a Member, resigns from their Membership or ceases to be a Member for any reason, before the expiry of the relevant year or if their Membership is terminated pursuant by the Club pursuant to clause 13 then the following provisions shall apply:

9.4.1 If the Member has paid the full annual Membership Fee in advance for a relevant year, they shall not be entitled to a refund; or

9.4.2 If the Member has not yet paid the full annual Membership Fee, they shall remain liable to continue payments of the remaining Membership Fee until the end of the relevant year and must pay the Membership Fee for the relevant year in full; and

9.4.3 In the event that any Member's Membership is terminated by the Company pursuant to clause 13, the Company may require immediate payment of the remainder of the Membership Fee for the relevant year in full.

9.5 The Company may at any time and at its sole discretion increase the Membership Fee for any Member, and such increase shall apply from their next Renewal Date (as defined in clause 10). The Company shall review the Membership Fee from time to time (normally annually) and the Membership Fee may increase following such review. In such case, the Company will normally provide at least 14 days' notice. Any Member shall be entitled to terminate their Membership in accordance with clause 10.4 if they do not wish to accept the increase.

- 9.6 In the event a Committee Member resigns as a Committee Member but wishes to remain as a Member, the Company will apply the current annual Membership Fee rate applicable as at the date of resignation.
- 9.7 In the event of a former Member applies to re-join the Club, the Company will apply the current annual Membership Fee applicable as at the date of application (as displayed on the Club's website).
- 9.8 If a Member fails to pay their Membership Fee (or any portion due) within 7 days of the payment becoming due, the Company will reserve the right to suspend and/or terminate their Membership and the Member shall make immediate payment of the amount(s) of Membership Fees due for the remainder of the relevant year. For the avoidance of doubt, the Company will apply the then-current annual Membership fee rate to any future Memberships held by them and the Member shall have no right to reinstate their Membership as at their previous rate.

## **10. RENEWALS OF MEMBERSHIP AND TERMINATION OF MEMBERSHIP**

- 10.1 A Membership shall have a duration of one calendar year from the first day of the month of the calendar year. The anniversary of their Membership start date shall be the "Renewal Date".
- 10.2 A Membership shall renew automatically on the Renewal Date provided always that the Executive Committee shall have the right to deny (at its absolute discretion) any Membership's renewal at any time before the Renewal Date. In the event of such denial (email to suffice), such Member's Membership shall terminate one day prior to the Renewal Date. The Executive Committee's decision is final and may not be appealed. The Company's reason for not renewing a Membership will not be given.
- 10.3 Upon reaching the age of 32, Under 32 Members will transfer to the "Member" category at their next renewal date, with such Membership Fee as will be notified to them by the Membership Director, which shall be applicable until their 35th birthday. After their 35th birthday their Membership Fee rate will be that of a "Member".
- 10.4 If a Member wishes to terminate their Membership for any reason, they must provide at least 30 days' notice in advance of their next Renewal Date in writing to the Membership Director by email at [membership@theroofgardens.com](mailto:membership@theroofgardens.com). However, for the avoidance of doubt, Members shall remain liable for the remainder of their Membership Fees for the relevant year irrespective of the date of notice of termination.

## **11. MEMBERS' DETAILS**

- 11.1 Every Member shall keep the Membership Director updated as to any change of their contact details (e.g. email address, home address, telephone number etc). If the Club has to contact a member it will do so by using such aforesaid information as provided by the Member.
- 11.2 Members must at all times supply complete details of a current debit/credit card to the Club and ensure that their payment details are accurate and complete.

## **12. ADMISSION**

- 12.1 Members and their guests (in accordance with clause 15) will be admitted to the Members' areas only of the Club during normal opening hours which are displayed on the Club's website (and may vary) subject to the remainder of this clause 12 and subject always to the terms of the Club premises license (including regarding the authorized uses of the different areas within the Club).

- 12.2 Members must present their valid digital membership card at the front desk upon arrival and give the full name/s of their guest/s if they have not already submitted this information via the Club app. Members and their guests may also be required to produce photographic identification to be shown on entry to the Club.
- 12.3 The Club may determine that, on certain days, Members may not be admitted to either part or all of the Club to allow for the closure of the Club on public holidays, for private hire or for any reason at the absolute discretion of the Company. The Membership Director or other individual shall notify Members in advance by email or via the Club's app of any temporary closure of the Club.
- 12.4 The Club may at its absolute discretion:
- (a) refuse entry to the Club by any Member and/or guest without providing a reason;
  - (b) remove any Member and/or guest from the Club premises without providing a reason; and/or
  - (c) rescind any Member's Membership without providing a reason.

### **13. DISCIPLINE & EXPULSION OF MEMBERS**

- 13.1 All Members and their guests shall abide by the T&C and the Rules at all times.
- 13.2 The Company or Membership Director may expel any Member or any guest for breach of these T&C and/or the Rules at any time.
- 13.3 A Member's Membership may be suspended or terminated at any time by the Company if the Company considers that their conduct, reputation or character is or might be injurious or detrimental to the character, reputation or interests of the Club or the Company, or for any other reason at the Company's absolute discretion.
- 13.4 Before a Member is expelled, their conduct may, at the absolute discretion of the Company, be investigated and, if requested by the Club or Company, they may be required to send a written statement of events to the Membership Director. During such period of investigation, the Club may suspend their Membership for as long as is reasonably necessary.
- 13.5 Having completed the investigation, if the Company or Membership Director are of the opinion in their absolute discretion that the Member is, or is suspected to be, guilty of such conduct as mentioned in clause 13.2 and otherwise in these T&C and/ or has failed to justify or explain this conduct or behaviour satisfactorily, it may either expel or suspend the Member at its absolute discretion from the Club with immediate effect.
- 13.6 An expelled or suspended Member or a Member who is requested to resign for any reason, cannot return to the Club, including as a guest.
- 13.7 Subject always to the Company's right to receive the full annual Membership Fee in accordance with Clause 9, a Member expelled from the Club forfeits all of the privileges of Membership immediately without any entitlement to a claim for any refund.
- 13.8 In all matters of Club discipline, the decisions of the Membership Director and/or Company are final.

### **14. GENERAL CONDUCT**

- 14.1 Members and their guests must not do or say anything which may cause harm to another Member, guest, the Club or the Company. This includes excessive drunkenness, use of illegal substances, gambling, violent or abusive behaviour, or any other misconduct.
- 14.2 All Members shall pay in full all charges incurred by them or their guests before they leave the premises. Persistent failure to make payment may result in disciplinary action pursuant to clause 13. If the Member does not pay their charges, the Club will deduct payment from the card/payment details held on file.
- 14.3 No Member or their guests shall use the name, address, trademarks, photographs, logo or other intellectual property or identifying feature of the Club in any advertisement, marketing material, invitation, prospectus, publication or letter heading for business purposes unless they have prior written approval of the Membership Director. The Club must not be used for business purposes and any such use may lead to disciplinary action.
- 14.4 If a Member or guest of a Member causes damage or harm to any Club property then the Member shall be responsible for reimbursing to the Company all losses and costs suffered by the Club or Company as a result.

## **15. NEIGHBOURS, NOISE & PARKING**

- 15.1 Members, and their guests are required to show respect for the Club's neighbours at all times, particularly in regard to noise as they arrive at and leave the Club. Members and their guests must fully cooperate with any requests made by the Club's staff in this regard.
- 15.2 Members and their guests are encouraged not to travel to the Club by private car, and are required to inform the Club in advance of the make, model and registration of any private vehicle(s) they propose to use to attend the Club.
- 15.3 Members and their guests must:
- (a) Not park in Kensington Square when attending the Club;
  - (b) Not book taxis or private hire vehicles for collection in Kensington Square;
  - (c) After 10.30pm, book any taxi or private hire vehicles for collection on Kensington High Street (or beyond) and not Derry Street
  - (d) Disperse to the north towards Kensington High Street when they leave the Club, unless they live (or are staying) to the south-east of the Club themselves (proof of which will be required)
- 15.4 We will be entitled to use details provided to us under these T&C (including vehicle details) to monitor compliance with these requirements.

## **16. GUESTS**

- 16.1 Members introducing guests are wholly responsible for the conduct of such guests and may have their Membership terminated if their guests do not abide by the Rules and/or these T&C. The conduct of a Member's guests while attending the Club (including during arrival and dispersal) will be treated as the conduct of the Member themselves for the purposes of these T&C and the Rules.
- 16.2 A Member introducing guests will be responsible for ensuring full and prompt payment of the cost of all items consumed, ordered and/or used by them.

- 16.3 A Member may bring up to 3 guests for drinks only into the Club. There is no limit to the guest numbers a Member may bring to dine in the Club subject to table availability.
- 16.4 Each guest must be signed in by the host Member. Guests who arrive at the Club in advance of their host Member will be asked to wait in an area designated by the Club, until the Member arrives to sign them in.
- 16.5 Guests may not remain on the Club's premises unless the host Member is physically present.
- 16.6 Members may not give their membership card to another person/guest to use or to obtain access to the Club in their absence.
- 16.7 The following may not be admitted as guests at any time:
- (a) former Members who have been suspended, expelled or who have been asked to resign by reason of breach of these T&C or otherwise; and/or
  - (b) any guests who have previously been expelled/removed from the Club.

## **17. MEMBERS' PROPERTY**

- 17.1 Property entrusted by a Member or their guest(s) to a member of Club staff for safe custody, in the cloakroom, or left on the Club's premises, shall be entirely at the Member's/guest's (as appropriate) own risk, and notwithstanding clause 33 of these T&C neither the Company nor the Club nor any employees (when acting in the course of their employment) shall be liable for any loss of, or damage to, such property or for any consequential loss or damage of any description.

## **18. COMPLAINTS**

- 18.1 All complaints shall be made in writing to the Membership Director or in person to a Senior Manager on the club floor.
- 18.2 A Member must not personally reprimand a member of Club staff or any other Member or guest.

## **19. BOOKINGS**

- (a) All table reservations must be made through the reception of the Club or via the reservations' office by telephone, email, the Club's app.
- (b) All bookings and cancellations for Club events, corporate events, private parties and any other events must be made through the events team or reservations office.
- (c) Places for Club events will only be reserved or issued upon receipt of full advance payment by credit or debit card.
- (d) Refunds in respect of any events or private parties booked by a Member will be governed by the relevant contract entered into between the Member and the Club.
- (e) Cancellations made or received within 6 hours or less of a reservation time may be subject to such cancellation fee as may be determined by the Company.

## **20. CHILDREN**



- 20.1 No person under the age of 18 will be admitted to the Club unless the prior permission of the Membership Director is obtained or the event is advertised to Members as being open to children.
- 20.2 During such events, children must be accompanied by a responsible adult at all times while on the premises.

**21. CLOAKROOM**

- (a) Overcoats, rucksacks and large bags must be left in the cloakroom without exception and are left entirely at a Member's own risk. The Roof Gardens are not liable for any loss of damage to property.
- (b) Any property not claimed within 31 days will be given to charity.
- (c) Luggage, foldable bicycles or e-scooters are not permitted to be stored in the cloakroom or anywhere else in the Club.

**22. CONSUMABLES**

- 22.1 No food or drink shall be consumed in the Club unless purchased from or provided by the Club.

**23. DRESS CODE**

- 23.1 We do not operate a strict dress code, but members and guests must be fully and appropriately clothed at all times.
- 23.2 We reserve the right to refuse admission if any Member and/or any guest is inappropriately dressed at our sole discretion.

**24. DRUGS & ILLEGAL SUBSTANCES**

- (a) Any Member or guest found or suspected by the Senior Management to be in possession of non-prescription drugs or illegal drugs or substances will be immediately ejected from the premises and reported to the police.
- (b) Any Member found guilty of or suspected by Senior Management to be consuming or bringing any illegal substances onto the Club's premises, or whose guest is found guilty of or is suspected by the Senior Manager to be guilty of such acts, will have their Membership terminated with immediate effect and shall be expelled from the Club.

**25. GAMBLING**

- 25.1 No gambling or betting is permitted in the Club.

**26. SALE OF ALCOHOL**

- 26.1 The sale and consumption of alcohol shall only be permitted in accordance with the applicable UK licensing laws and regulations.

**27. MOBILE DEVICES**

- 27.1 Laptops and mobile telephones may be used in the Club in the designated areas up until 5pm but not in such a way that causes irritation or disturbance to another Member.

## **28. PHOTOGRAPHY**

- 28.1 Photography is not permitted in the Club.
- 28.2 Members are also not permitted to make voice or visual recordings at any time in the Club.
- 28.3 We may have a professional photographer present at certain events. Members consent to our use of your image.

## **29. PRIVACY**

- (a) The Club's Privacy Notice, which is available [here](#) sets out the terms on which the Club processes any personal data of Members (or their guests).
- (b) The Club has a strict "no press" policy which is set out in the Rules. Members and their guests may not disclose, publish, identify or discuss, in any form (including on any social media, networking or other platform) any matter relating to any other Member or their guests in the Club, or relating to any event held at or organised by the Club. No photos, voice/audio or visual recordings made on the Club's premises shall be published, posted, re-posted and/or shared by Members.

## **30. SMOKING**

- (a) Smoking (including vaping and cigars) is only permitted in designated outdoor areas.
- (b) E-cigarettes and 'vapes' of any kind are not permitted inside the Club and are only permitted in designated outdoor areas.

## **31. ALTERATION OF T&C.**

- 31.1 These T&C may be revoked, supplemented or altered by the Company at any time. Reasonable notice shall be provided to Members of such amendment in any format and/or medium Company deems reasonable (including via the website).

## **32. HEALTH AND SAFETY**

- 32.1 All Members must comply with the Club's Health and Safety policy and such guidance as may be issued from time to time.
- 32.2 All injuries and accidents must be reported immediately to the Senior Manager.

## **33. LIMITATION OF LIABILITY**

- 33.1 The Company's liability to the Members and guests shall be limited in accordance with this clause 34.
- 33.2 Subject to clause 34.4 below, the Company shall only be liable for reasonably foreseeable loss or damage that a Member suffers because of the Company failing to use reasonable care and skill or failing to comply

with any relevant part of the Contract. For the avoidance of doubt, the Company is not responsible for any loss or damage that is not foreseeable.

- 33.3 Where the Company is liable to a Member under clause 34.2 above, other than for failing to provide services with reasonable skill and care, the Company's liability is limited to the total Membership Fee paid by that Member for the current Membership year, except where Rule clause 34.4 applies.
- 33.4 The Company does not exclude or limit in any way its liability to Members or guests where it would be unlawful to do so. This includes liability for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of a Member's legal rights in relation to the services provided by the Company.
- 33.5 The Club should not be used for any business purposes but if a Member does use the Club for any commercial or business purpose (in breach of these T&C and without the consent of the Company) the Company will have no liability for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 33.6 Member shall not be entitled to recover damages by reason of any breach by Company of its obligations under the Contract, if at all, unless Company has failed to begin to remedy such breach within 30 days following receipt of Member's notice to Company thereof and thereafter continues to diligently remedy such breach.

#### **34. UPDATING PERSONAL AND PAYMENT DETAILS**

- 34.1 Members must ensure that they notify the Club promptly of any changes to their personal details, including their names and addresses and the make, model and registration of any private vehicle(s) they propose to use to attend the Club.

#### **35. ASSIGNMENT**

- 35.1 The Company may freely assign the Contract. No Member shall be entitled to assign the Contract.

#### **36. SEVERANCE**

- 36.1 If any provision or part – provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provisions that, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### **37. GOVERNING LAW AND DISPUTES**

- 37.1 The Contract is governed by the law of England and Wales. Any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 37.2 The Club, the Company and its members agree that the courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes that may arise and, for these purposes, each of them irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

#### **38. DISSOLUTION**

38.1 In the event of dissolution, liquidation, bankruptcy or any other insolvency proceedings relating to the Company or Club, the Members shall not have any right to, or claim upon, any property of the Company or Club, or be required to share in any discharge of its obligations, nor be entitled to any refund/reimbursement of Membership Fees.

**39. BINDING EFFECT OF T&C**

39.1 Every Member and their guests agree to comply with and shall be bound by these T&C.