

# Roehampton Club Rule Changes

## 6<sup>th</sup> April 2020



These new rules are made by the Board of Directors under paragraph 2(b) of the Club Rules. To view the existing Club Rules [please click here](#).

### 1. Amendment to Rule 6(c)

In Rule 6(c) the following words shall be deleted:

*“Resignations submitted after 30 November will be referred to the CEO for consideration.”*

and the following words added:

*“Any Member resigning shall, for the avoidance of doubt, remain liable to pay all subscriptions in respect of the remaining period of their membership.”*

### 2. Deletion and replacement of Rule 6(e)

Rule 6(e) shall be deleted and replaced by a new Rule 6(e) in the following terms:

*“(e)*

*(i) A Member may only resign in accordance with rule 6(c) but the Directors may, in their absolute discretion, agree to an earlier termination of membership, where there is a good reason to do so, on such terms as they consider appropriate.*

*(ii) Where a Member gives notice to resign the following provisions shall apply:*

- a) Notice of resignation received after the 30 November in any year shall be deemed to take effect on the 31 December of the following year unless the Directors agree to an earlier termination under rule 6(e).*
- b) Subscriptions (in part or in full), entrance fee, levy and application fees will not be refunded.”*

### 3. Deletion and replacement of Rule 6(f)

Rule 6(f) shall be deleted and replaced by a new Rule 6(f) in the following terms:

*“(f)*

*(i) In respect of the year ending 31 December 2020, Members who have reached the age of 70 and have been Members for a continuous period of 30 years are entitled to a discount of 13.5% in their category subscription, except for Non Playing and Absent Members.*

*(ii) From 1 January 2021, Members who have been Members for a continuous period of 35 years will receive a discount of 12% in their category subscription, and Members who have been Members for a continuous period of 40 years will receive a discount of 15% in their category subscription.*

*(iii) These discount arrangements will not apply to Members who have been Non Playing or Absent Members during the relevant period of continuous membership (save to the extent the Directors determine otherwise),*

*(iv) Other than years in which the discount referred to in rule 3(g)(ii) applies, only years of membership during which full adult subscriptions have been payable shall count for the purpose of 3(g)(ii)*  
*(v) The Directors may in their absolute discretion withdraw these discounts for any period or indefinitely from any Member who has at any time been in breach of these Rules or against whom a complaint has been upheld."*

4. Deletion and replacement of Rule 8(c)

Rule 8(c) shall be deleted and replaced by a new Rule 8(c) in the following terms:

*"(c) If any payment due to the club from a Member is more than 28 days overdue, the Club may serve seven days written notice on the relevant Member and (if any sum remains outstanding on the expiry of that notice) the Directors may (without prejudice to the right to exercise any other power under these rules) by further written notice or notices:*

- (i) suspend the Member from some or all use of Club facilities until all sums outstanding are paid; and/or*
- (ii) add an interest charge of 6.5% per annum to that members subscription on all payments due from the Member which are overdue at any time in the following 12 months; and/or*
- (iii) increase that Member's subscription by such amount as represents the Directors' estimate of a reasonable charge for any administration or other costs arising from the Members non-payment with a minimum of £200 in respect of sums overdue within any quarter; and/or*
- (iv) terminate the Member's membership for non-payment from such date as they consider appropriate."*

5. Deletion of Rule 8(d)

Rule 8(d) shall be deleted in its entirety (and the remaining sub-paragraphs of Rule 8 renumbered accordingly).

6. Amendment to current Rule 8(e)

The current Rule 8(e) (to be renumbered 8(d) following the deletion set out in paragraph 4 above) shall be deleted in its entirety and replaced by a new Rule 8(d) in the following terms:

*"Only Members aged 18-29 may pay for each quarter of membership by three monthly direct debit payments commencing when the usual quarterly payment falls due."*

7. Amendment to current Rule 8(f)

The current Rule 8(f) (to be renumbered 8(e) following the deletion set out in paragraph 4 above) shall be deleted in its entirety and replaced by a new Rule 8(e) in the following terms:

*"Cheque payments will only be accepted for payments of all four quarters in advance. Cheques must be received by the Membership Team by 20 December."*

8. Amendment to current Rule 8(g)

In the current Rule 8(g) (to be renumbered 8(f) following the deletion set out in paragraph 4 above) the following wording shall be deleted:

*“Since non-members may not hold shares there is a set procedure for selling them back upon termination of membership.”*

9. Deletion of Rule 9

Rule 9 shall be deleted in its entirety and replaced by a new Rule 9 in the following terms:

*“9. Disposal of shares upon termination*

*Only Club Members may hold shares in RCML. Accordingly, upon the termination of their membership, Members are required to sell their shares in RCML in accordance with such procedure as is in place to facilitate this at the relevant time. The current arrangements envisage those shares will be purchased by the Roehampton Club Trust. Each Member irrevocably authorizes the Directors to direct the trustees of the Roehampton Club Trust, on the Member’s behalf, to pay such part of any proceeds of sale to the Club as equals any amount due from that member to the Club at the time of payment of the sale proceeds by the Roehampton Club Trust. The Club shall be entitled to apply any receipt to any outstanding liability of that Member to the Club. The Member will execute (upon the Club’s written request) any further document or notice reasonably required to give effect to this Rule.”*

10. Deletion and replacement of Rule 21

Rule 21 shall be deleted in its entirety and replaced by a new Rule 21 in the following terms:

*“21) Temporary Closure of the Club*

- a) The Directors may close all or part of the Club or impose other restrictions on the use of Club facilities for such periods or at such times as they think fit where:
  - i) they consider it necessary to protect the health or safety of Members, staff or visitors; and/or*
  - ii) they are required to do so in order to comply with any legal requirement; and/or*
  - iii) they reasonably consider it necessary in the interest of Members and/or staff generally.**
- b) In the event of a closure under this rule, the Club will provide written information to Members setting out the arrangements operating and will continue regularly to update that information for the duration of any closure or other restrictions.*
- c) The Club may vary the extent of or end any closure or restrictions as and when the Directors consider it appropriate to do so and will for that purpose keep changing circumstances under close review.*
- d) The Directors may agree to defer the payment of any sum due to the Club from a Member where that Member is experiencing serious financial hardship.”*

# Revised Club Rules



## 6. TERMS OF MEMBERSHIP

### Member Code of Conduct

Members are expected to be considerate at all times to other Members, guests, visitors and staff while on club premises, when communicating with them in any form and are expected not to offend by either behaviour, conduct, language or dress.

If a Board Director or the Chief Executive considers that there may have been a breach of any of the Club Rules, Bye-Laws, or Code of Conduct on the part of any Member either on Club Premises, while representing the club outside of club premises, or elsewhere, that is considered damaging to the reputation, character, interests or good order of the Club, then the Chief Executive will refer the matter to the Board's Disciplinary Panel for review.

### Other Terms of Membership

(a) Members will pay a quarterly subscription, in advance, for each quarter of membership, at the quarterly subscription rate, which will be fixed for each calendar year and notified to Members in the November of each preceding year. A Member who pays their quarterly subscription in respect of the second, third and fourth calendar quarters of any year in advance and at the same time as the first quarter, will have a discount of 6.5% applied to that payment.

(b) Members who join the Club after 1 April in any calendar year will pay, in addition to the entrance fee and the amount required for the share qualification, quarterly subscriptions for each remaining quarter of the calendar year in which they join, calculated from the first of the month in which they join.

(c) Members may resign their membership with effect on and from 31 December in any calendar year by giving a minimum of one month's notice of their intention to resign. Last date for resignations in any given year is 30 November. Any Member resigning shall, for the avoidance of doubt, remain liable to pay all subscriptions in respect of the remaining period of their membership.

(d) Members wishing to transfer to Absent Membership should apply in writing to the Membership Team.

(e)

(i) A Member may only resign in accordance with rule 6(c) but the Directors may, in their absolute discretion, agree to an earlier termination of membership, where there is a good reason to do so, on such terms as they consider appropriate.

(ii) Where a Member gives notice to resign the following provisions shall apply:

- a) Notice of resignation received after the 30 November in any year shall be deemed to take effect on the 31 December of the following year unless the Directors agree to an earlier termination under rule 6(e).
- b) Subscriptions (in part or in full), entrance fee, levy and application fees will not be refunded

(f)

(i) In respect of the year ending 31 December 2020, Members who have reached the age of 70 and have been Members for a continuous period of 30 years are entitled to a discount of 13.5% in their category subscription, except for Non Playing and Absent Members.

(ii) From 1 January 2021, Members who have been Members for a continuous period of 35 years will receive a discount of 12% in their category subscription, and Members who have been Members for a continuous period of 40 years will receive a discount of 15% in their category subscription.

(iii) These discount arrangements will not apply to Members who have been Non Playing or Absent Members during the relevant period of continuous membership (save to the extent the Directors determine otherwise),

(iv) Other than years in which the discount referred to in rule 3(g)(ii) applies, only years of membership during which full adult subscriptions have been payable shall count for the purpose of 3(g)(ii)

(v) The Directors may in their absolute discretion withdraw these discounts for any period or indefinitely from any Member who has at any time been in breach of these Rules or against whom a complaint has been upheld.

(g) Members may change to another category of membership where there are vacancies. If no vacancies exist their name will be added to a waiting list.

(h) Members wishing to change their membership category will be required to pay any difference in the membership fees pro rated from the date of change in membership.

(i) An Annual Levy payment will be added to the accounts of all Members 26 years and over with the exception of Honorary and Absent Members. The levy is to be spent on food and drink in Club outlets and any such funds not spent by 31 December each year will be forfeit.

(j) The Club takes tax evasion very seriously and if the Club suspects any fraudulent activity this will be reported to the relevant authorities.

## 8. SUBSCRIPTIONS AND SHARES

Subscriptions are due on the first working day of each calendar quarter and payable by Direct Debit. A Member who pays their quarterly subscriptions in respect of the second, third and fourth calendar quarters of any year in advance and at the same time as the first quarter, will have a discount of 6.5% applied to that payment.

(a) Members will be informed during November as to their subscription, locker rentals etc. for the coming year. Members must check their Payment Notices and should notify the Membership Office, in writing, of any queries as soon as possible and, in any event, no later than 7 December.

(b) No Member may participate in any of the advantages or privileges of the Club until their subscription fees have been paid.

(c) If any payment due to the club from a Member is more than 28 days overdue, the Club may serve seven days written notice on the relevant Member and (if any sum remains outstanding on the expiry of that notice) the Directors may (without prejudice to the right to exercise any other power under these rules) by further written notice or notices:

- (i) suspend the Member from some or all use of Club facilities until all sums outstanding are paid; and/or

- (ii) add an interest charge of 6.5% per annum to that members subscription on all payments due from the Member which are overdue at any time in the following 12 months; and/or
- (iii) increase that Member's subscription by such amount as represents the Directors' estimate of a reasonable charge for any administration or other costs arising from the Members non-payment with a minimum of £200 in respect of sums overdue within any quarter; and/or
- (iv) terminate the Member's membership for non-payment from such date as they consider appropriate.

(d) Only Members aged 18-29 may pay for each quarter of membership by three monthly, direct debit payments commencing when the usual quarterly payment falls due.

(e) Cheque payments will only be accepted for payments of all four quarters in advance. Cheques must be received by the Membership Team by 20 December.

(f) Members aged 40 years and over are required to purchase four shares in RCML on joining. Members aged 35-39 years are required to purchase two shares in RCML on joining and then upon reaching the age of 40 years a purchase of two more shares will be required. Failure to purchase the required number of shares may result in termination of membership. Shares are currently priced at £365 each. They may be purchased in full upon joining or phased over a one-year period with a 10% surcharge added per annum. Share Certificates are issued upon final payment.

## 9. DISPOSAL OF SHARES UPON TERMINATION

Only Club Members may hold shares in RCML. Accordingly, upon the termination of their membership, Members are required to sell their shares in RCML in accordance with such procedure as is in place to facilitate this at the relevant time. The current arrangements envisage those shares will be purchased by the Roehampton Club Trust. Each Member irrevocably authorizes the Directors to direct the trustees of the Roehampton Club Trust, on the Member's behalf, to pay such part of any proceeds of sale to the Club as equals any amount due from that Member to the Club at the time of payment of the sale proceeds by the Roehampton Club Trust. The Club shall be entitled to apply any receipt to any outstanding liability of that Member to the Club. The Member will execute (upon the Club's written request) any further document or notice reasonably required to give effect to this Rule.

## 21. TEMPORARY CLOSURE OF THE CLUB

- (a) The Directors may close all or part of the Club or impose other restrictions on the use of Club facilities for such periods or at such times as they think fit where:
  - i) they consider it necessary to protect the health or safety of Members, staff or visitors; and/or
  - ii) they are required to do so in order to comply with any legal requirement; and/or
  - iii) they reasonably consider it necessary in the interest of Members and/or staff generally.
- (b) In the event of a closure under this rule, the Club will provide written information to Members setting out the arrangements operating and will continue regularly to update that information for the duration of any closure or other restrictions.

- (c) The Club may vary the extent of or end any closure or restrictions as and when the Directors consider it appropriate to do so and will for that purpose keep changing circumstances under close review.
- (d) The Directors may agree to defer the payment of any sum due to the Club from a Member where that Member is experiencing serious financial hardship.