

**THE RULES**

**OF THE**

**ARMY AND NAVY CLUB**

**APRIL 2023**

## **ARMY AND NAVY CLUB**

### **RULES**

#### **INTRODUCTION**

The Army & Navy Club was founded in 1837 for officers of the Armed Forces. Full Membership was extended to non-military applicants in 2001, and Full Membership is open to all qualifying persons. The Club and its facilities are also open to members of other clubs with which the Club has reciprocal arrangements.

Members, Temporary Reciprocal Members and their guests are very welcome to use the Club which provides a place in which to relax in the centre of London; it provides a smart and convivial rendezvous for families and friends to meet, business facilities and a variety of bars, restaurants and bedrooms, with parking for Members' enjoyment and convenience.

Members who experience extenuating circumstances that require a waiver of the Rules should submit a request to the CEO. This does not necessarily guarantee that all such requests will be approved.

The Club is the responsibility of the Board of Directors of the Club elected from the membership, with management by a Chief Executive Officer ("the CEO") and their staff.

These Rules derive their authority from the Articles and the Bylaws. Capitalised terms used in these Rules have the meanings given to them in the Articles or Bylaws.

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## **RULES**

### **1. GENERAL**

- 1.1 The Rules are issued by the Board to maintain the ethos of the Club, and to ensure proper conduct within the Club for the comfort and consideration of all Members. In these Rules, "Member" refers to every category of membership unless separately identified.
- 1.2 Members are responsible for the behaviour of their guests whilst at the Club, including compliance with these Rules. Members proposing new members are responsible for briefing them on the Rules.
- 1.3 Enforcement of the Rules is the responsibility of the Board with the assistance of the CEO and senior officers of the Club. Members should not enforce the Rules but may report an infringement of the Rules to a member of the Board, to the CEO or the Duty Manager to enforce as appropriate.

### **2. MEMBERS AND MEMBERSHIP**

#### New Members

- 2.1 Following submission of their application, applicants will be granted provisional membership of the Club pending ratification of their application by the Membership Committee. Provisional membership will continue until acceptance of their application has been confirmed by the Membership Secretary. New Members should attempt to meet the CEO at the earliest convenient opportunity.
- 2.2 New Members will be advised of the Club subscription to be paid on admission, together with any relevant joining fee. This sum must be paid in Sterling by cheque, debit/credit card or direct bank transfer within three calendar months of acceptance as confirmed by the Membership Secretary. A failure to pay these sums and provide a completed Direct Debit Mandate (DDM) for the collection of future subscriptions without reasonable justification may result in cancellation of the membership application.
- 2.3 New Members will usually be issued with a membership card once the Membership Secretary has received the new Member's subscription fees, joining fee and Direct Debit mandate for future subscriptions. The membership card remains the property of the Club and must be surrendered if the member resigns. Replacement cards are available from the Membership Secretary.
- 2.4 Submission of a membership application and payment of the subscription fees constitute agreement by the new Member to be bound by the Articles, Bylaws and Rules, and will allow the new Member to use the Club from the date of acceptance as notified to them by the Membership Secretary.

#### Change of Details

- 2.5 All changes to a member's name, rank, decorations, business or permanent address must be notified in writing or email immediately to the Membership Secretary and updated under "My Account" online via the Member Area of the Club website ([www.therag.co.uk](http://www.therag.co.uk))

### Identification

- 2.6 Members should carry their membership card when using the Club. Loss of a membership card is to be reported to the Membership Office as soon as possible. A charge may be made to replace lost or damaged membership cards.
- 2.7 Members and guests arriving at the front door may be asked for their membership card or alternative form of identification. Visitors from reciprocal clubs may be required to show their membership card and a letter of introduction. Reciprocal club visitors and group visitors are to complete a visitor's form, held at Reception.
- 2.8 The Club reserves the right to inspect the contents of any bag, briefcase, handbag, package and other personal belongings that a Member, guest or visitor wishes to bring into the Club for security reasons.
- 2.9 Anyone arriving via the garage must, upon request, show their membership card or identification to the porter.

### Confidentiality

- 2.10 Each Member agrees that they will keep confidential all information relating to the Club, its Members and staff, and to all matters pertaining to the Club, its Members and staff, and shall treat such information with the strictest of confidence and not disclose it or make, or permit any person to make, any public announcement relating to confidential information without the prior written consent of the Club, Member or member of staff except as otherwise required by law or any governmental or regulatory authority.

### Security Monitoring

- 2.11 CCTV is in operation internally and externally for the safety and protection of Members, guests, visitors and staff and their possessions and Club property. Security monitoring, including the recording of incoming telephone calls, will be conducted in accordance with the Data Protection Act.

### Suspension or Termination of Membership

- 2.12 The Board may suspend or terminate membership where a Member ceases to meet the criteria for membership as set out in the Articles.
- 2.13 The Board may also suspend or terminate membership where a Member:
  - 2.13.1 is subject to disciplinary proceedings by a professional body for actions which may bring the Club into disrepute; or
  - 2.13.2 has been grossly disrespectful to another Member or a member of staff, including repeated acts of disrespect to that person.
- 2.14 The Board may, having taken into account the Member's explanation and such legal advice as deemed appropriate, suspend and/or terminate the membership of a Member where, in the reasonable belief of the Board, the Member has:
  - 2.14.1 brought the Club into disrepute or circumstances exist where this may reasonably be expected to arise;
  - 2.14.2 wilfully infringed the Rules;

- 2.14.3 engaged in conduct in a manner inconsistent with the position and character of a Member; or
  - 2.14.4 failed to honour any debt to the Club within the later of 30 days of incurring that debt or 14 days of written notice to requiring the Member to honour it.
- 2.15 The Board may, having taken into account the Member's explanation and such legal advice as deemed appropriate, suspend and/or terminate the membership of a Member if the Board is reasonably satisfied that that information provided in relation to the Member's application for membership was incorrect or misleading in a material way.
- 2.16 Any person whose membership has been suspended or terminated may lodge with the Board an appeal against that decision which shall then be dealt with by a panel of Members nominated by but independent of the Board and in accordance with the established procedures held by the Secretariat.

#### Members Suspended or Called Upon to Resign

- 2.17 A person whose membership has been suspended, or who has been called upon to resign, may not enter the Club, whether as a Member or guest of a Member, or attend any event or function organised by the Club on or off the Club premises.
- 2.18 A person whose membership has been suspended, or who has been called upon to resign, may not use any other club on the basis of reciprocal arrangements with the Club
- 2.19 A person in breach of Rule 2.17 or Rule 2.18 shall cease to be Member forthwith.
- 2.20 A person whose membership has previously been terminated may be re-admitted to membership if the Membership Committee thinks it proper to do so after considering all relevant matters including any explanation and/or apology, provided any sums due to the Club have been paid.

### **3. USE OF THE CLUB**

#### Public Rooms

- 3.1 The public rooms are open for Members' use at all times, except:
- 3.1.1 bars and restaurants are available for use only in accordance with published times;
  - 3.1.2 when in use for a Club event or Members' private event;
  - 3.1.3 during fixed breaks such as at Christmas and the New Year;
  - 3.1.4 when use is varied by the Club to meet special circumstances; and
  - 3.1.5 when the Club, partially or wholly, is temporarily closed. On these occasions, every effort will be made to secure similar facilities in other clubs.
- 3.2 Tables in the Coffee Room may be reserved for a maximum of 12 people. Reservations of up to 16 people may be accepted with prior authority from the CEO's office. Tables over 8 people will be required to pre-order 48 hours in advance.
- 3.3 For parties of more than 12 people, a private room and selected menu should generally be arranged with the Events Office.

## Business

- 3.4 Members may not:
- 3.4.1 use Club premises for the conduct of any profession, trade, business unless otherwise permitted by these Rules;
  - 3.4.2 use the name or address of the Club in connection with any profession, trade, business;
  - 3.4.3 cause letters to be addressed to them at the Club otherwise than in their own name;
  - 3.4.4 use the Club's name and/or address:
    - 3.4.4.1 in any advertisement or prospectus for any company or other organisation;
    - 3.4.4.2 on any letter or other communications intended for publication; or
    - 3.4.4.3 on personal or business cards or on business letters, e-mails or other communications relating to business.
- 3.5 With exception and by prior agreement of the Board, those members who lease a specific space from the Club may operate a service from that space only, but no business address may be registered at the Club with Companies House or with HMRC for tax or business purposes.
- 3.6 The Business Suite is the Club's designated business centre and is available for Members' use during business hours (full service), and at other times (limited or no service). Workstations with internet access are available including printing facilities.
- 3.7 The Main Library may be used for personal business purposes but not for formal business meetings.
- 3.8 Members may not use of any other public room, including the Ribbon Bar & Terrace, for business meetings unless arranged through the Events Office.
- 3.9 Private rooms are available for business meetings, and these should be booked through the Events Office.
- 3.10 WiFi is provided free of charge to Members and is available throughout the Club. Members will require an annual access code available from Reception. Guests, Reciprocal Members and those attending functions or events may be charged for this service.
- 3.11 Briefcases and bags used for work may only be taken into the Business Suite and the Library. Business papers, shopping, carrier bags or other sundry baggage of any kind may not be taken into any of the public rooms unless authorised by these Rules.

## Use of Electronic Devices

- 3.12 Mobile phones and other personal electronic devices may be used in silent mode in public rooms and spaces, provided that discreet voice calls should only be made in the first floor telephone booths, the Business Suite, the Front Hall and, for short calls, in the Ribbon Bar & Terrace.

- 3.13 Subject to Rule 3.12, mobile phones and other personal electronic devices may not be used to make or take voice calls in any of the public rooms.

#### Gambling

- 3.14 Gambling is not allowed in the Club, other than for bridge, where the stakes shall not be higher than a level authorised by the Board. Players should contact the CEO's Office for the current authorised level.

#### Smoking

- 3.15 Smoking is not permitted within any part of the Club, including bedrooms. However, smoking is permitted by the benches either side of the main entrance, and on the Ribbon Bar terrace during opening hours.

#### Notice Boards

- 3.16 Members wishing to place notices on the Club's notice boards or on the Club's website should submit their proposed copy to the CEO's Office.

#### Pets

- 3.17 Pets, other than guide dogs, are not allowed in the Club. This includes animals being kept in Members' cars in the garage, or in cars parked on the ramp.

### **4. DRESS**

- 4.1 The Club is a traditional club with a modern twist that has a diverse membership spanning all generations and many cultures, all of which deserve respect. The dress code is consistent with this, recognising society today and the ethos and history of the Club. Members and their guests should abide by the following standards:

4.1.1 Smoking Room and Coffee Room: jacket, collared shirt and smart trousers, dress or skirt. A tie, whilst always welcome is not a requirement; and

4.1.2 Public Rooms: smart casual wear. Shirts, including t-shirts should be collared and tucked in. No ripped or scruffy jeans, shorts or exercise trainers.

- 4.2 Coats, shopping and bags must be left in the cloakrooms/coatracks or with the porters for storage in the Luggage Room. However, handbags, small rucksacks/laptop cases and electronic devices may be carried around the Club.

### **5. GUESTS**

#### Members' Responsibility for Guests

- 5.1 Members are expected to be in the Club in time to host their guests. However, if the Member has been delayed, then guests will be invited to wait in the Front Hall. Exceptionally, guests, including spouses or other relatives where known to staff, may be allowed to wait in a public room or given access to a booked bedroom where the Member has made a specific request in advance.

- 5.2 Function and meeting organisers are responsible for providing guest lists to the Club. For large parties, organisers may be required to meet the cost of a doorman to check-in guests.

- 5.3 Members must enter the name of their guests in the guest book at the Porters' Lodge on each occasion the guest visits the Club.
- 5.4 Members and guests may ask receptionists to locate colleagues and may leave messages via the board behind Reception.
- 5.5 Guests are only allowed in a bedroom if they are booked to stay in it.
- 5.6 Guests are not permitted to make requests to the Club staff, other than for assistance with luggage, morning newspaper requirements or as described in Rule 5.4.
- 5.7 Guests, except established partners, should not be invited to the Club so frequently that it would be seen to be more appropriate for their guest to be proposed for membership.
- 5.8 Members may bring non-residential guests into the Club's premises, but they must accompany them and will be responsible for their behaviour at all times. Guests, unless resident, may not order refreshments and they must leave the Club's premises at the same time as, or before, the Members hosting them.
- 5.9 Persons staying in the Club as a guest of a Member will be made temporary Members for the duration of their stay, for which a charge may be made. Guests staying in the Club may pay for refreshments or services/facilities, but the introducing Member is personally responsible for settling any outstanding unpaid accounts for use made of the Club by their guests whether corporate or individual.
- 5.10 The Board may limit the number of guests on special occasions and may refuse admission to any guest at any time without giving a reason.

#### Children

- 5.11 Children of all ages are permitted in the Club provided they are properly supervised by their parents or guardians at all times and their behaviour does not disturb or embarrass other members.
- 5.12 Children dining in the Coffee Room should be at least six years of age and dressed tidily in accordance with the dress code in Rule 4.1.
- 5.13 Children of any age may take breakfast in the Pall Mall, though the staff will be happy to help with alternative arrangements for young families or young children who are unwilling to settle.
- 5.14 Children may use the Drawing Room and, subject to Rule 5.15, the Ribbon Bar & Terrace which is classed as a restaurant. However, it will not be appropriate generally for children under the age of 18 to remain in the Ribbon Bar & Terrace after 19.30. Children under the age of 14 are not allowed into the Smoking Room Bar.
- 5.15 Persons under the age of eighteen will not be served alcoholic beverages. Proof of age may be requested.

## **6. FINANCIAL MATTERS**

#### Subscriptions

- 6.1 The subscriptions for all categories of member will be collected under the Direct Debit Mandate (DDM) system in one annual payment on the first banking day of January or, if the Member prefers, on the first banking day of each month. In exceptional cases, and

for overseas members not maintaining a UK bank account, the member should contact the Membership Office. Notwithstanding an election to pay subscription by instalments, the member will remain responsible for the full year's subscription.

- 6.2 Should a DDM be cancelled, the Membership Secretary will advise the Member by 15<sup>th</sup> of the relevant month of the need for a current mandate to be returned within fourteen days. This letter will be sent by signed for delivery and will constitute a warning if a new mandate is not returned within this period.
- 6.3 Should a Member, or their bank, fail to pay a subscription by the due date, the Membership Secretary will write to the Member advising them of the failure and requiring payment (by cheque, bank transfer or online payment) within fourteen days for the relevant amount. The letter will be sent by signed for delivery and will constitute a warning should payment not be made within this period.
- 6.4 Should payment not be received within one month of the initial request for payment, the Membership Secretary will write to the Member advising that unless payment is received within seven days, their name will be posted, and their membership will cease.

#### Payment of Charges

- 6.5 All purchases made in the Club must be paid for at the time unless the Member or guest is resident in the Club, when purchases may be added to the room account.
- 6.6 Subject to Rule 6.5, Members must pay all bedroom and other expenses incurred prior to departing from the Club. Any disputed bill must be paid as presented and the matter raised with the CEO at the earliest opportunity.
- 6.7 All bills, including monthly accounts and banqueting function invoices, must be paid within 14 days (30 days if the member is overseas). Invoices overdue for payment will be liable to incur a surcharge of 2 per cent per month (or part thereof). This rate may be revised from time to time.
- 6.8 Payment may be made by Rag Card, Sterling cheque, cash, credit/debit card or direct bank transfer. A surcharge will be applied to payments made by American Express.

#### Gratuities

- 6.9 Individual members of staff are not allowed to accept tips, gratuities or gifts, in cash or in kind. Members may wish to show their gratitude to members of staff by contributing to the Chairman's Christmas staff fund. The Hairdresser is not a member of staff and may be tipped.

#### Cheques

- 6.10 An alternative means of payment will be required immediately if a Member's cheque is dishonoured, and a surcharge may be levied to cover the associated additional banking charges. The matter will be reported to the CEO who may consider action under the Articles, Bylaws or these Rules.

## **7. ACCOMMODATION**

### Reservations

- 7.1 Members may reserve a bedroom:
- 7.1.1 up to four months in advance;
  - 7.1.2 for a total period of thirty days within any three months;
  - 7.1.3 in excess of the periods and limitations set out in Rules 7.1.1 or 7.1.2 respectively with the prior written authority of the CEO.
- 7.2 Reservations may not be transferred from one Member to another.
- 7.3 Members may reserve accommodation for their guests, either those sharing a room or in a separate bedroom. Members may not reserve more than one additional bedroom for guests unless prior authority has been sought from the CEO.
- 7.4 Host Members should normally be staying in the Club throughout their guests' stay, although this may be waived at the CEO's discretion. Room charges for guests will incur the Guest Rate.
- 7.5 Single bedrooms may not be occupied by more than one person.
- 7.6 Anyone who is not a Member or a Member's partner, and who is not a guest of a member, will be required to complete a registration form on arrival.
- 7.7 Members must ensure that they have settled their accommodation and subsistence charges, including those of their guests, in full prior to departure.

### Changing Rooms

- 7.8 Changing rooms with shower facilities are provided on the second floor for ladies and on the third floor for gentlemen.

## **8. CAR PARKING**

### Booking and Access

- 8.1 The Club's garage is accessed from Cleveland Place off King Street. Access is by calling from the wall mounted video phone on the ramp; exit by request to Reception. The following conditions apply:
- 8.1.1 Drivers should in no circumstances sound their horns, as this can cause complaints from neighbouring properties, and does not expedite the arrival of staff to open the shutter.
  - 8.1.2 Members are recommended to book their parking space in advance, as unannounced arrivals cannot be guaranteed a place.
  - 8.1.3 Damage caused to other people's cars or Club property is the sole responsibility of the Member concerned. There is CCTV coverage and recording of the garage and approaches.

- 8.2 Car keys/keyless entry fobs are to be left with the porter, who has authority to move cars should this be required.

#### Charges

- 8.3 Parking is charged in accordance with current published rates. Special rates are available by application to the CEO's Office for Members who wish to park their cars in excess of seven days when they are not staying in the Club. Charges are reviewed annually, or more frequently if required by the Board. Members may also park their motorbikes (rates on application, and must be booked), or pedal cycles free of charge.

#### Priority Parking

- 8.4 Priority of parking is accorded to Members who stay overnight. These Members should book their parking space at the time they reserve their bedrooms. The amenity is not intended to provide regular parking for Members with nearby offices or for extended periods, though such parking may be allowed at the discretion of the CEO. Often, the demand for short-term parking is at a premium and Members who require a parking space at any time must book it beforehand.

#### Liability

- 8.5 The Club cannot accept responsibility for cars, or property left in cars, in accordance with Rule 9.6.
- 8.6 For security reasons, the Club reserves the right to search vehicles on arrival and to refuse entry.

### **9. MEMBERS' PROPERTY**

#### Correspondence and Parcels

- 9.1 Letters and parcels sent to Members will be accepted at Reception and must be collected by that Member. Any items not collected within 14 days will be forwarded to the Member, with any onward postage costs billed to that member. Parcels may be opened for security inspection.
- 9.2 The Club will accept deliveries from shops and suppliers for members who are resident, provided that advance warning has been given to the Front Hall Porters and Reception Staff.
- 9.3 No address or phone number of any Member will be divulged without the authority of the CEO.

#### Property

- 9.4 Members' coats and umbrellas should be locked up using the chains in the cloakrooms. Heavy items such as briefcases should not be chained and if additional security is required, these should be given to staff to lock up in the Luggage Room. The Club reserves the right to inspect the contents of any bag for security reasons.
- 9.5 Only Club porters and Reception Staff are permitted to enter the Luggage Room. Secure cloakroom facilities are available on the ground floor, the second floor (ladies only) and outside the Ribbon Bar.
- 9.6 The Club does not accept responsibility for damage to, or the loss of, Members' property

or that of their guests either left on the premises or in transit to or from the Club.

- 9.7 The Club will take all reasonable steps to identify and contact a Member or guest and forward property left at or delivered to the Club to a private address at the member's (or guest's) expense. Any property left uncollected or unclaimed after 60 days may be disposed of as appropriate.

#### Luggage

- 9.8 Members' luggage or other belongings may not be left in the Club for more than 14 days without first obtaining the CEO's written permission.

#### Lockers

- 9.9 Storage lockers are available for rental in the Gentlemen's Cloakroom and the Luggage Room on the ground floor, or in the 5<sup>th</sup> Floor Ironing Room. Applications should be made to the Membership Secretary. Charges are levied initially *pro rata*, then on 1<sup>st</sup> January thereafter.
- 9.10 If the rental charge is three months or more overdue, the locker shall be deemed surrendered. Any contents will be itemised and stored, and the Member notified. After a further three months, any items remaining uncollected will be disposed of.

#### Firearms

- 9.11 There is rifle and shotgun storage facility on the premises. However, use of such facility which must be pre-booked with the Reception Desk and the arrangements in place are listed in a strict policy which can be obtained on request from the CEO's office and the Reception Desk. Members are responsible for the safekeeping of their firearms and ammunition (if any) at all times.

### 10. MISCELLANEOUS MATTERS

#### Books, Newspapers & Periodicals

- 10.1 Instructions regarding the borrowing of books are displayed in the Main Library. Reference Library books may not be removed from the Reference Library.
- 10.2 Newspapers, magazines and periodicals are available in the Smoking Room, the Drawing Room, the Ribbon Bar and at breakfast. They are not to be removed from the rooms in which they are available.

#### Removal of Food and Beverages from the Club

- 10.3 Food and liquor (apart from off sales) may only be taken or sent off the premises with the written authority of the CEO.

#### Cooking of Members' Food

- 10.4 No food or beverages may be brought into the Club for consumption on the premises. Food supplied by Members will only be cooked in the Club with the CEO's prior permission, which will not normally be authorised. Refrigerators are not available for the use of Members.

### Comments & Complaints

- 10.5 Comments or complaints should be made at the time to the appropriate supervisor. Should they not be able to resolve the problem, they should be referred to the CEO's Office or out of office hours to the Reception Team. If any complaint remains unresolved, the Member should put this in writing to the CEO at the earliest opportunity. Comments may also be written in the Suggestions Book, which is located in the Smoking Room.