



CLUB RULES

Boundary Park

April 2018

1. Name, Constitution, Management and Interpretation.

- 1.1 The name of the Club shall be "Boundary Park" (The Club). Its premises will be at The Pavilion, Boundary Park, Greenwood Avenue, Didcot, OX11 6EF
- 1.2 The Club is a proprietary club, the proprietor of which is Boundary Park (GWP) Limited -Company Number 10247739 ("the Proprietor") .
- 1.3 The directors and appointed employees of the Proprietor are responsible for matters relating to the affairs and management of the Club. In particular they will be responsible for the organisation and management of the bar, function room, social events and disciplinary matters.
- 1.4 These rules shall apply to all members, guests and visitors and may be revoked, supplemented or altered at any time by the Proprietor.
- 1.5 The Proprietor will appoint Directors and a Pavilion/Bar Manager who will have the custody of all documents belonging to the Club and who will keep full and correct minutes of the Club Committee and will conduct all correspondence in connection with Club membership matters.
- 1.6 Words importing one gender include all other genders: words importing the singular include the plural and vice versa
- 1.7 The clause headings do not form part of this document and are not to be taken into account in its construction or interpretation

2. Rights and Obligations

- 2.1 Members will not be entitled to vote on any Club matters or otherwise become involved in the management or operation of the Club or its facilities. There is no vested or prescriptive right or easement to the use of the Club facilities.
- 2.2 Use of the Clubs facilities is subject to availability and membership does not afford any member the entitlement to exclusive use of any of the Club's facilities or any particular times to use those facilities.
- 2.3 The Proprietor may at any time withdraw all or part of the Club's facilities for any period with or without notice in connection with any event or for cleaning, repair, alteration or maintenance work, or for any other reasonable purpose or for reasons beyond the control of the Proprietor.
- 2.4 Membership is not an investment in the Club and does not provide the member with equity or ownership interest or any other property interest in the Club or its facilities.

3. Club Committee

- 3.1 The Club Committee will consist of the Pavilion/Bar Manager and the Directors of the Proprietor.
- 3.2 Meetings of the Club Committee will take place not less than once a year or as and when circumstances dictate.
- 3.3 A Director of the Proprietor will chair each meeting.
- 3.4 The object of the meetings will be to review and monitor the Club's activities to ensure that in so far as it is possible, the interests of both the Proprietor and the members as a whole are fairly served.

- 3.5 Two members of the Committee shall form a quorum provided that there shall be at least two directors present throughout any Committee meeting.

4. Membership

- 4.1 Membership lasts for 12 months from the date it is taken out.
- 4.2 The membership of the Club shall consist of such categories of members with such rights and restrictions as the Proprietor may in its absolute discretion determine from time to time.
- 4.3 The categories of membership in force from time to time are available from the Directors on request and may be published on the Club website.
- 4.4 A register of members shall be kept on the Club premises at all times.
- 4.5 Any person wishing to apply to become a member must complete the membership form which can be obtained from the Pavilion/Bar Manager.
- 4.6 All members must be 18 years of age or over.
- 4.7 The Club commits to accepting membership applications from any person without discrimination of any kind (which includes without distinction to political religious or other opinions).
- 4.8 The Club commits to ensuring that the level of subscription fees charged does not pose a significant obstacle to membership or use of the club's facilities.
- 4.9 The Proprietor may at any time refuse an application for membership where in its absolute discretion the Proprietor believes that the accepting the applicant as a member would be against the best interests of the Club
- 4.10 Subscriptions shall become payable on the anniversary of their joining. Any member not fully paid within one month of this date will be deemed to have allowed their membership to lapse.
- 4.11 On joining members, are required to pay immediately all dues.
- 4.12 The failure of any member to pay the required dues by the appropriate date is grounds for immediate suspension or forfeiture of membership at the discretion of the Proprietor.
- 4.13 In the event of resignation, suspension or termination of membership for any reason during the membership year, the member will not be entitled to a refund of any subscription fee.
- 4.14 The Proprietor may at any time terminate a membership where in its absolute discretion the Proprietor believes that the member's continued membership would be against the best interests of the Club subject to the disciplinary procedure outlined in Appendix 1.
- 4.15 Reviewed membership prices are normally introduced at the beginning of each calendar year. Members will be informed of a change in price of membership at least 2 weeks before any increase takes place.
- 4.16 Notices of resignation from members should be addressed to the Pavilion/Bar Manager
- 4.17 Once a member has resigned, or membership has otherwise ended any entitlement to use the Club's facilities (other than where permitted as a visitor) ends.
- 4.18 Joint members are jointly and severally liable for payment of dues as and when they become payable.
- 4.19 By virtue of membership of the club, all members of the Club agree to fully comply with the rules of the Club and be bound by its terms as under noted.

They also agree to be bound by the disciplinary procedure as outlined in Appendix 1 of these rules.

- 4.20 Members must promptly notify the Club of any change of address (including email addresses). Should the Club engage in any correspondence with any member, such will be addressed to the member's last address (or email address) recorded with the Club and shall be considered as duly delivered.

5. Members' Benefits

- 5.1 Members of the club may receive a discount on the purchase of the goods and services provided by the Club from time to time.
- 5.2 Discounts that are afforded to Members from time to time may only be obtained if the member's membership card is shown at the time of the purchases.
- 5.3 Any membership cards or similar materials ("Member Materials") that may be provided to a member from time to time to provide access to the Club, or any of its facilities remain the property of the Proprietor at all times.
- 5.4 It is a member's responsibility to maintain safe custody of their Member Materials and on cessation of membership must promptly return all Member Materials to the Club Secretary
- 5.5 The lending of membership card for use by others is prohibited.
- 5.6 The loss or theft of any Member Materials must be promptly notified to the Pavilion/Bar Manager as soon as the Member becomes aware of such loss.
- 5.7 Following the loss, theft or failure of return of any Member Materials, the Proprietor may impose a reasonable charge on the relevant member (or former member) for cancellation &/or the provision of any replacement Member Materials. This charge fee will typically reflect the costs arising from the provision of a replacement and of administration.

6. Events and Functions

- 6.1 From time to time the Proprietor may hold certain events and/or functions for members, guests and visitors which are subject to certain specific terms and conditions, those terms are deemed to form an integral part of these rules.

7. Complaints

- 7.1 All complaints including any concerning staff must be made in writing to the Pavilion/Bar Manager (or if the severity dictates to one of the Directors) who shall submit the matter to the Proprietor whose decision shall be final. In no instance may a member reprimand any member of staff.

8. Exclusion of Liability

- 8.1 To the maximum extent permitted by law, neither the Proprietor, the Club nor any Director or Employee thereof shall be liable to anyone for any loss or damage to any property, occurring from whatever cause, in or about the

Club premises, course or grounds, nor for the death or injury of any such person whilst in or entering or leaving the Club.

- 8.2 Any possessions brought onto or left at the Club is entirely at the owner's risk. The Proprietor, the Club nor any Director or Employee thereof accepts no liability for the loss or damage to such items; members and visitors are advised to take out their own insurances.
- 8.3 Nothing in these terms and conditions is meant to limit any rights to which a members or visitor may be entitled to as a consumer.

9. Force Majeure

- 9.1 If the Proprietor is prevented from fulfilling its obligations by reason of any supervening event beyond their control including but not limited to war, national emergency, flood, earthquake, strike or lockout (other than a strike or lockout induced by us) then it shall not be deemed to be in breach of any failure to perform its obligations provided that it uses its reasonable endeavours to resume performance of its obligations as soon as is reasonably possible.

10. Severability

- 10.1 If any provision of these terms conditions or rules is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the terms conditions or rules shall continue to be valid as to their other provisions and the remainder of the affected provision.

11. Rights of other people who are not a party to this agreement

- 11.1 A person who is not a party to this agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12. Assignment and Transfer

- 12.1 Membership is personal to the individual(s) to whom it is granted and may not be transferred.
- 12.2 The Proprietor may assign or otherwise transfer the benefit of this membership agreement to a new operator of the Club and promptly following such a transfer the Proprietor will give notice to the member of the new operator.
- 12.3 A member may terminate their membership at any time and without penalty within 30 days of receiving notice of such a transfer by the Proprietor, but only if the member's rights are unduly prejudiced as a direct consequence.

13. Pavilion Hours

- 13.1 The Pavilion shall open and close at such hours as the Proprietor shall from time to time determine. These times will be published on the club website.

14. Car Parking

- 14.1 Members and visitors are only entitled to use the Clubs car park whilst using the Club's facilities.
- 14.2 Parking is only permitted in marked spaces and in disabled spaces when there is proper reason to do so.
- 14.3 The availability of car parking at the Club is not guaranteed.
- 14.4 Parking in the car park is entirely at the owner's risk. The Proprietor, the Club nor any Director or Employee thereof accepts no liability for any loss or damage to motor vehicles or their contents.
- 14.5 From time to time the Proprietor may designate certain areas of the car park for specific purposes/persons.

15. General Data Protection Regulations

- 15.1 The Proprietor and the Club will comply with the provisions of the General Data Protection and the Club Privacy Policy.
- 15.2 Information held about members will be used only for internal purposes or for informing members about upcoming events/offers. Information will not be shared with any external parties without specific consent.
- 15.3 Information held on members will be held securely on servers with appropriate security and access limited to authorised staff members.
- 15.4 All information held on individuals will be deleted within 6 months of them no longer being a member.
- 15.5 Members can request that their information be deleted at any time by writing to the pavilion manager
- 15.6 Except with the written consent of the Proprietor no Member, guest or visitor may take or include photographs, film footage or the address of the club in any advertisement or use the Club's name or likeness or address for any business or commercial purpose.
- 15.7 The Proprietor reserves the right to the use of any photographs/film taken by or on behalf of the Proprietor of any Member, guest or visitor at the Club for use in its own materials (website, newsletter, brochure, advertising etc...)

Appendix 1 – Disciplinary Procedure

General

Disciplinary matters, applying to all matters of membership of Boundary Park (further referred to as the Club), will be dealt with by the Committee of Boundary Park (GWP) Limited in the first instance and if necessary subsequently by the Full Executive Management Committee of Boundary Park. All members of the Club agree to fully comply with the rules of the Club and be bound by its terms as under noted.

Disciplinary action against Club members, including expulsion without notice, may be taken for offences of misconduct or breach of club's rules. However it is recognised and accepted that every member

- Has the right to expect fair and consistent treatment
- Has the right to adequate notice from the Club
- Has the right to appeal against the Director's judgement or Disciplinary Committee's decision in all disciplinary matters.
- Has the right to representation
- No member will be expelled for the first breach of Club's rules except in cases of "gross misconduct". However all disciplinary actions taken by Boundary Park (GWP) Limited will be duly recorded and placed on file for reference at a future date.

1. Offences Leading to Disciplinary Action

The under noted actions by members may be interpreted by the Committee to fall within this Code. However the lists are not to be considered as fully inclusive or covering all possible offences.

"Misconduct" is the carrying out of an offence considered to be of a minor nature (unless frequently repeated) and will normally incur a written warning from the Directors together with a demand for full and appropriate corrective action. Examples of offences that may be considered misconduct include: -

- Discourteous, crude or offensive behaviour
- Conduct of an unsafe nature
- Offensive disregard for equipment or property
- Refusal to carry out reasonable instructions issued by the Directors or employees of the club
- Any other actions of similar gravity to the above at the discretion of the Club Committee, including any actions which contravene UK law particularly with regard to race, gender or sexuality discrimination.

Repetition of the above offences or failure to comply with any demands made in writing by the Club Committee may result in further action by the Club Committee involving a disciplinary hearing.

“Serious Misconduct” is the carrying out of an offence of such gravity that in the opinion of the Elected Officers it warrants a Boundary Park disciplinary hearing. Examples of offences, which may be considered as serious misconduct include: -

- Misconduct offences above if specially grave or repeated
- Deliberate or consistent breaches of club rules
- Any attempt to achieve gains or advantage over others by unfair or unscrupulous means
- Theft or misappropriation
- Use of threatening or abusive behaviour
- Malicious interference with equipment or property
- Disregard for one’s own or other people’s safety
- Any other action, which in the opinion of the Club Committee may bring Boundary Park into disrepute, or which left unpunished, may result in the detriment of the Club or its members.

“Gross Misconduct” is action of such seriousness that the Club Committee will require the immediate expulsion of the offender from the association. The Club Committee may by means of an executive decision summarily expel such an offender without invoking a disciplinary hearing. The expelled member will have the right to a disciplinary hearing as soon as this can be arranged but will remain expelled until and unless such a hearing overturns the executive decision. Examples of gross misconduct are:-

- Physical violence of assault towards other persons at a Club event or related activity, including serious threatening, intimidating or forceful behaviour
- Reckless disregard of safety and basic safety rules
- Being convicted of criminal offences involving physical violence or abuse
- Other acts that are considered to be of an extremely serious nature perpetrated against the Club, its members or any other party.

2. Disciplinary Procedure

On receipt of a written complaint from a member or any other party the Club Committee with advice from a Legal Advisor should they so wish, will decide whether the complaint falls within the scope of this disciplinary code. If in their opinion it does, then the Club Committee will decide as to the type of offence as per (section 1) above.

If the offence is considered to be one of simple misconduct, the Directors will write to the offender with a formal written warning including the demand for an apology or

other corrective action the Club Committee may deem appropriate. The Club Committee will also attempt to obtain approval for their action from the complainant.

A disciplinary file will be opened by the Club Committee in which will be placed copies and records of the original complaint, together with the written warning and any other correspondence. The action outlined above will normally finalise the process unless any of the parties involved object strongly to the Club Committee decision in which case they may appeal directly to the Executive Committee of Boundary Park for a final decision.

Should the complaint be considered by the Elected Officers as one of serious misconduct, then the following procedure will be implemented: -

- The Club Committee will appoint an Investigating Officer who will research evidence presented and, if possible, will obtain further written evidence, witness statements, etc.
- If necessary the Investigating Officer will consult all relevant witnesses for supportive evidence
- Advise complainant that if a disciplinary hearing is called, then the complainant and all relevant witnesses will be obliged to attend and give evidence. (Non attendance at a hearing will only be allowed in extenuating circumstances, i.e. Ill-health, threat of violence or intimidation etc). In such circumstances/instances a sworn declaration must be submitted to the Executive Committee
- Contact the member subject of the complaint to advise of the official complaint and request the member to submit a written statement of events
- In cases of disputes of a personal nature, the Club Committee will attempt to resolve the situation amicably and to the mutual satisfaction of the parties concerned
- If settlement cannot be agreed between the parties, or if the offence merits it, then a disciplinary hearing will be arranged as soon as possible
- Contact the Club's Legal Advisor if required and supply copies of all evidence
- Notify all parties as to the hearing date and ensure the parties have all relevant copies of paperwork in good time prior to the hearing, copies to be sent by 1st class recorded delivery

3. Disciplinary Hearing

- A specific director of the Club shall take charge of the hearing and all questions will be addressed through this director.
- A disciplinary committee will be appointed which will consist of: -
 - o A Director of the Club
 - o Two other members of the Club Committee or the Executive Management Committee

- The club will appoint a case presenter, who will normally be the Investigating Officer
- All witnesses to be interviewed and all written evidence to be reviewed at the hearing.
- No witnesses or statements can be introduced at the hearing without prior notice and copies of all written evidence produced for consideration prior to the hearing, to be available in advance to the parties
- The Disciplinary Committee may adjourn the hearing to allow further evidence to be referred to if the disciplinary committee considers it fair to do so.
- After the Disciplinary Committee has reached a decision, the subject of the complaint to be notified in writing of such decision and informed of any penalties within 7 days of the decision being reached, penalties will be effective from the date of the decision.

4. Penalties

Following the hearing, the Disciplinary Committee will apply such penalties as the Disciplinary Committee consider appropriate, including temporary or permanent expulsion of the offender from the club, such penalties will have immediate effect, notwithstanding the possibility of an appeal in accordance with (Section 5) under noted. Offences of those involving threats of physical violence will carry automatic expulsion from the club.

5. Appeals

If an appeal of the decision or penalty is to be made then written notice of appeal by way of 1st class recorded delivery to the Club Directors must be given by the offender, within 10 days of being notified of the decision. No appeal will be valid or considered after that period has elapsed. It will not be sufficient to state "I wish to appeal", the offender must give full written grounds for the appeal, stating exactly what is being appealed against and the reasons for this. An appeal together with full and recorded argument may be considered relative to: -

- the decision
- the penalty
- other

An appeal hearing will be convened as soon as practicable and will consist of an Appeal Committee of 3 members of the Executive Management Committee who did not take part in the first hearing and who will elect their own Chairperson (who will have the casting vote).

New evidence cannot be presented at the appeal hearing. The Appeal Committee shall have power to amend or revoke any decision made at the previous disciplinary hearing. The decision of the Appeal Committee is final and binding on the parties and not subject to further appeal