

# **Rules of Membership**

## **Formal Details**

- 1 The name of the Club is “The Ritz Club”. Its address is 150 Piccadilly, London, W1J 9BS.
  
- 2 The Club is a proprietary club. The proprietor is The Ritz Hotel Casino Limited (“the Company”).
  
- 3 The Club exists to provide members and their guests with gaming and is primarily a gaming establishment for members and their guests. Dining and other facilities ancillary to gaming are provided separately from the provision of gaming and may be charged for in addition and be subject to separate terms. The Company's objective is to provide and maintain Club premises of the highest quality and staff of the highest calibre for the comfort of members whilst gaming. The objects of the Club are social, recreational and non-political.

## **Membership**

- 4 Any person aged 18 or over is eligible for membership. No one under 18 is admitted to the Club.
  
- 5 All applications for membership of the Club shall be made via the Club website on an online form provided for that purpose by the Company. The Club is entitled to carry out ID and other verification and anti-money laundering checks of any applicants and to require further information from applicants and members (including via interview) from time to time. Failure to provide such information when requested shall entitle the Club to cancel or suspend the member's membership of the Club.
  - a) A person shall become a member of the Club if elected by the Company;

b) The Company shall have absolute discretion as to who shall become a member of the Club and shall have the right to refuse any application for membership for any reason without giving any explanation;

c) The Company shall have the right to refuse any member or their guest entrance to the Club or any part of the Club;

d) Save as provided in (c) above, every member of the Club shall, subject to these Rules be entitled to use and enjoy, in common with the other members of the Club, the Club premises and the things therein provided by the Company for the use of the Club from time to time.

6 A successful applicant shall be given immediate notice of his election and shall become a member of the Club and shall be entitled to all the benefits and privileges of such membership and agrees thereby to be bound by these Rules.

7 The membership fee and any subscriptions shall be fixed by the Company from time to time. It shall be entirely within the Company's discretion to raise, lower or waive such membership fees and or subscriptions.

8 All membership fees, subscriptions and payments by members become the property of the Company. The Company shall be solely responsible for the provision of the Club premises and all services necessary for carrying on the Club and shall have entire control of all financial matters connected with the Club. Members' liability shall only arise as a result of membership and shall be for such payments to the Company as are provided by these Rules or to which the Company is otherwise entitled.

9 Any member may resign his membership at any time by giving the Company written notice of his resignation and such member shall not be entitled to a return of his membership fee or subscription or any part thereof.

10 The Company shall have an absolute discretion as to whether a person shall remain a member of the Club and shall have the right to expel or terminate the membership of any member for any reason and expel any guest without giving any explanation and without returning that member's membership fee or subscription or any part thereof.

### **General**

11 The Company reserves the right not to pay any winnings in circumstances where it knows or reasonably suspects that a member has won money by way of cheating. For the purpose of this Rule 'cheating' includes any conduct which seeks to remove or reduce the element of chance and or seeks to give any advantage to the player and includes the use of any electronic prediction device, service or app. The company shall have absolute discretion in deciding whether any activity amounts to cheating and also as to whether any such activity has in fact taken place.

12 No credit shall be given, provided or facilitated to enable any person to take part in gaming, to which rule there shall be no exception.

13 If any cheque or other instrument given to the Club by a member or guest for the purpose of gambling is dishonoured, the Club reserves the right to apply any funds held on deposit for that member or guest as a payment on account of and against the said debt, forthwith upon the cheque or other instrument being dishonoured and without notice to the debtor. In the event that the application of such funds on deposit does not clear the said debt in its entirety, the Club will continue to seek payment of the full outstanding balance from the debtor.

14 No member or guest will be permitted to play at the Club whilst any cheque or other instrument given to the Club by a member or guest for the purpose of gambling remains dishonoured, unless the member or guest plays with cleared funds and has express permission of the management. The Club reserves the right to set any winnings arising out of such further play against the debt before any winnings are paid out to the member or guest.

15 If a member or guest is winning against the Club when he cashes out at the end of a gaming session or trip, the Club reserves the right to redeem any of the member or guest's cheques held by the Club before paying any winnings to the member or guest.

16 Any decision of the Company under these Rules shall be conclusive and binding. It is a term and condition of membership that no legal proceedings shall be instituted by any member to challenge the ruling of the Company.

17 These Rules shall be governed by and construed in accordance with English Law. Members and any guests of members irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any disputes arising in connection with membership of the Club, gaming at the Club or otherwise, howsoever arising.

18 Nothing in the foregoing shall prevent the Company from instituting legal proceedings in any other jurisdiction as it sees fit and in those circumstances members and guests of members irrevocably submit to the exclusive jurisdiction of the court in question.

19 No member shall give the address of the Club in any advertisement or use the Club address or premises for business or political purposes.

20 Members shall notify any change of address and other personal details to the Membership Secretary and all notices posted to the last notified address of the member shall be considered as having been duly given and received on the seventh day following posting and email notices sent by the Club shall be deemed to have been duly given and received on the next day following their transmission.

21 Members may introduce and entertain friends, other than those under the age of eighteen, at the Club. The introducing member shall be responsible for his guests strictly observing the Club

Rules and conducting themselves in a manner appropriate to the Club. The member must arrive with his guests and a member must not leave the premises before his guests. The introducing member shall be responsible for any refreshments consumed by his guests and any liabilities they incur to the Company whilst on the Club's premises. The Company may suspend from membership any member who abuses this privilege or whose guests fail to abide by the Club Rules. No person who has been expelled from membership or whose conduct or presence on the Club premises is considered by the Company to be objectionable or prejudicial to the interests of the Club may be introduced as a guest.

22 A register shall be kept at the Club in which, on entry to the premises, the name of the visiting member, together with that of any guest accompanying him, must be recorded along with such other information or particulars as the Company may require.

23 The Club will be open and prepared to receive members (subject to the terms and conditions of any gaming licence which may be issued from time to time) during the hours permitted for the time being for gaming by The Gambling Act 2005 or any amending or substituted legislation, but these hours may be shortened at the discretion of the Company.

24 Intoxicating liquor may only be sold or supplied or provided in the Club whilst the Club is open and prepared to receive members and only during the hours and within the conditions permitted by any Licence, Order or Certificate granted by the Local Authority or under any succeeding Premises Licence in force for the time being. Members must pay any account due from them before leaving the Club unless they have authority from the Company not to do so.

25 The Club operates a smart-casual dress code. In particular, shorts, trainers and sportswear are not permitted anywhere within the Club. The Club reserves the right to refuse entry at any time to a guest or member whose attire is not in line with this dress code. Guests wearing items which cover their faces will be asked to remove them briefly on arrival at the Club for the purposes of

age verification (if required this can be done in a private room with a Club staff member of the same sex) and when on the gaming floor, but may wear such items anywhere else in the Club.

26 If a member or guest's behaviour is deemed unacceptable by the Club, the Company may take any action it deems reasonable, including but not limited to, refusing entry, requesting the member and/or guest to leave the premises or withdrawing the member's membership.

27 No game of hazard or chance shall be played on the Club premises otherwise than in accordance with the law in force relating to that particular game or games. The specific rules governing games available at the Club are available on touch screens, on the Club's website and on cards/notices at the Club.

28 No member or guest may participate in gaming on the Club premises on behalf of any other person whether or not that other person is present on the premises at the time and no member or guest shall participate or endeavour to participate in gaming on the Club premises unless he is present on the Club premises at the time. Members must not lend money to, or share chips with, others present on the Club premises.

29 The member and any guest must inform the Club if they are self-excluded from gambling and if any issues arise during their gaming at the Club.

30 The Company reserves the right to shut off any portion of the Club premises at any time, to exclude members and their guests therefrom and to close the Club from time to time as it may deem necessary.

31 All property brought into the Club premises by any member or guest shall be at the sole risk of the person bringing such property onto the Club premises and neither the Company nor any employee of the Company shall be liable for any loss or damage to any such article, howsoever occasioned. Members and their guests must not leave unattended items at the Club premises and must take their belongings with them when they leave the Club.

32 Neither the Company nor any employee of the Company shall, under any circumstances, be responsible to members or guests for loss or damage to vehicles parked, collected or driven by staff of the Club, or loss of or damage to the contents or accessories of or in any such vehicle.

33 The Company may, from time to time, revoke, alter or add to these Rules. This includes offering specific programmes to members (e.g. the distinguished player programme). Any such revocation, alteration or addition to these Rules shall be deemed to have been brought to the attention of members provided a notice of any change is prominently displayed to members within the Club and/or on the Club's website.

34 Personal data relating to Club members and their guests is processed by the Club in accordance with the Club's Privacy Notice from time to time available on the Club's website.

35 The Club shall not be liable for any damages or losses which arise from the use of the Club's premises including any misuse of the Club's premises or any errors or omissions in any games. The member will hold the Club harmless against any loss damages or liability due to the member's or their guest's use of the Club's premises and/or breach of these Rules of Membership by the member or their guest.

36 The illegality, invalidity or unenforceability of any part of these Rules will not affect the legality, validity or enforceability of the remainder of these Rules.

**February 2019**