

# **THE HOLBROOK CLUB**

**Club Constitution**  
**(Effective From 1<sup>st</sup> July 2009)**

**Version: 01.07.09**



# **THE HOLBROOK CLUB**

## **CONSTITUTION**

### 1. **Name**

The name of the Club shall with effect from 14th August 2003 be **THE HOLBROOK CLUB** and is referred to throughout these rules as “the Club”. The Club is incorporated as a company limited by guarantee.

### 2. **Colours**

The colours of the Club shall be **BLUE** and **GOLD**.

### 3. **Address**

**The Holbrook Club  
Club Office  
North Heath Lane  
Horsham  
West Sussex  
RH12 5PJ**

### 4. **Objectives**

The objectives of the Club shall be to provide well-managed and good value sport and leisure facilities designed for the benefit of all Club Members and their families in that it seeks to:

- a) Provide access to sports, leisure and refreshment facilities,
- b) Provide access to health and fitness facilities, and
- c) Provide access to social activities with opportunities to meet and build relationships outside the work and home environments.

### 5. **Membership**

A **Club Member** is defined as any person elected to Club membership under one of the Membership Categories detailed in Sections 5.1 (a) to (h).

## **5.1 Membership Categories:**

### **Categories Closed To New Applicants (from 1<sup>st</sup> Oct 2003)**

- (a) Full Member**
- (b) Pensioner Member**
- (c) Family Associate Member**
- (d) Affiliate Member**

### **Categories Open To New Applicants (from 1<sup>st</sup> Oct 2003)**

- (e) Honorary Member**
- (f) New Club Member**
- (g) New Club Family Member**
- (h) New Club 60+ Member**

## **5.2 Eligibility and Rights:**

**(a) Full Member**, being an existing Full Member as at 30th September 2003 whose rights shall be:

- To use any of the general premises and facilities of the Club
- To join any Section of the Club (subject to the rules of the Section)
- To be selected to represent the Club in any competition or other event organised by the Club or any Section thereof
- To be eligible to serve on any Section Committee
- To be eligible to vote at any General Meeting of the Club
- To be eligible for election to the General Committee and/or the Membership Committee
- To be eligible for election to the Executive Committee
- To be eligible for election as a Club Officer.

**(b) Pensioner Member**, being an existing Pensioner Member as at 30th September 2003 whose rights shall be:

- The same as those of a Full Member.

**(c) Family Associate Member**, being the partner or child of a Full, Pensioner or Honorary Member as at 30th September 2003 whose rights shall be:

- The same as those of a Full Member (provided they are paying the appropriate membership subscription).

**(d) Affiliate Member**, being any other person elected by the Membership Committee as at 30th September 2003 whose rights shall be:

- The same as those of a Full Member.

**(e) Honorary Member**, being any person who has rendered exceptional service to the Club and whose nomination for this category of membership has been recommended by the Membership Committee and ratified by the Executive Committee whose rights shall be:

- The same as those of a Full Member.

**(f) New Club Member**, being any person aged 18 to 59 inclusive who applies for Club membership after 30th September 2003 and is elected by the Membership Committee whose rights shall be:

- The same as those of a Full Member EXCEPT THAT he/she may not vote at any General Meeting of the Club nor be eligible for election to the General, Membership or Executive Committees or as a Club Officer for a period of 6 months from the date of their election as a Club Member.
- By exception, an application for membership may be considered from a young person aged 16 or 17 but, if elected, they will not be permitted to vote at any General Meeting of the Club until they have attained the age of 18 and a period of at least 6 months has elapsed since the date of their election.

**(g) New Club Family Member**, being the partner or child of any other category of Club Member who applies for Club membership after 30th September 2003, is living at the same address and is having their membership subscription paid under the same direct debit mandate and is elected by the Membership Committee whose rights shall be:

- The same as those of a New Club Member.
- New Club Family Members under the age of 18 will not be permitted to vote at any General Meeting of the Club until they have attained the age of 18 and have paid the appropriate subscription rate for a period of at least 6 months following the date of their election.

**(h) New Club 60+ Member**, being any person aged 60 or over who applies for Club membership after 30th September 2003 and is elected by the Membership Committee whose rights shall be:

- The same as those of a New Club Member.

### **5.3 Change of Membership Category**

An existing Club Member who applies to change their Membership Category will retain their voting rights and will continue to be eligible for election to all committees and as a Club Officer provided they have been a paying Club Member for at least 6 months.

## 6. Admission to Membership

Every applicant for membership of the Club shall submit to the Membership Committee via the Club Office a fully completed membership application form and direct debit mandate (except see “By exception” wording below).

The name and contact address of every applicant shall be prominently displayed on the Club Notice Board for a period of **at least two days** following the processing of their application form in order for Club Members to make representation to the Membership Committee as to a prospective new Club Member’s suitability.

The Membership Committee will then consider all such applications and will elect to membership those applicants they consider suitable and who meet the aims and aspirations of the Club as determined from their application form, from any personal testimonials from other Club Members or from any other appropriate source.

Following such process and election, the applicant shall be declared a duly elected Club Member.

Applicants will not be permitted entry to the Club for a period of **at least two days** following the day their name and contact address are first displayed on the Club Notice Board.

From January 2004, all categories of Club Member shall pay the appropriate membership subscription under a monthly direct debit scheme operated by the Club. (**By exception**, a Club Member may request the option of paying their membership subscription annually in advance by cheque or cash. If this payment method is permitted, the Club will make no part refund should the Club Member resign from membership mid-year and the onus is on the Club Member to ensure that they pay their annual renewal subscription in a timely manner).

Election to membership will imply acceptance of the rules of the Club and be deemed to constitute consent to the holding of relevant personal data on a computer as required by the Data Protection Act.

Club Members or Sections wishing to nominate a Club Member for Honorary membership shall submit in writing the details and rationale supporting their nomination to the Membership Committee who shall consider the nomination and make their recommendation to the Executive Committee.

On attaining age 60, it is incumbent on the Club Member to contact the Club Office, provide proof of their age and ask for their membership category to be changed to the “New Club 60+ Member” category and to have their membership subscription reduced accordingly.

## 7. **Register of Members**

The Membership Committee shall keep a Register of Members which will be available for inspection by any Club Member at a mutually agreed date and time within 14 days of the date of such written request being received by the Club Chairman.

## 8. **Membership Cards**

Every eligible Club Member shall be supplied with a Membership Card controlled on issue through the Register of Members.

The Membership Card, which is NOT transferable to any other person, shall remain the property of the Club and shall be surrendered upon termination of Club membership.

When on Club premises or grounds, or when wishing to gain access to the Club, Club Members shall always carry their Membership Card with them and, on reasonable demand, will produce their Membership Card to any Club Officer, elected member of the Executive Committee or employee of the Club who so asks.

New Club Family Members under the age of 14 will NOT be issued with their own Membership Card. Upon their child attaining age 14, a Club Member can apply to the Membership Committee for a Membership Card for their child in order for the child to be able to gain unaccompanied access to the Club.

The Club reserves the right to make an appropriate charge for the issue of a replacement card should a Member lose his/her card or otherwise render it unusable in conjunction with the Club's computerised membership system.

## 9. **Management of the Club**

### 9.1 **Executive Committee**

The Club premises, buildings and grounds shall be managed and controlled by the Executive Committee in accordance with the terms of the Lease between The Holbrook Club and Royal & Sun Alliance Insurance plc.

The management of the Club shall be vested in an Executive Committee consisting of the following nine elected members:

- Club Chairman
- Club Deputy Chairman
- Club Treasurer
- Two Club Members elected from the General Committee
- Four Club Members elected at Annual General Meeting

The Executive Committee will be subject to the provisions of these rules and any further regulations that may be agreed from time to time in General Meetings of the Club.

**(a) Elected Members at the Annual General Meeting**

The Club Chairman, Club Deputy Chairman, the Club Treasurer and four Club Members will be elected at the Annual General Meeting to serve on the Executive Committee until the next A.G.M.

**(b) Elected Members from the General Committee**

At the General Committee meeting preceding the Annual General Meeting, two of its members will be elected to serve on the Executive Committee. These two members will then be approved by those Club Members present at the Annual General Meeting. The two elected General Committee members will then serve until the next A.G.M.

**(c) Appointed Members of the Executive Committee**

Members of the Club management team (as amended from time to time) shall be deemed to be appointed members of the Executive Committee who shall attend committee meetings, as required by the elected members, but they shall have NO voting rights.

**(d) Vacancy on the Executive Committee**

Should the Club Chairman's position become vacant, the Club Deputy Chairman will assume the position of Chairman until the next General Meeting.

Any other vacancy arising from amongst the elected members in Sections 9.1 (a) and (b) shall be filled in the following manner.

Firstly, the unsuccessful candidates at the immediately preceding elections of the relevant category of elected member in Sections 9.1 (a) or (b) shall be invited, in descending order of votes received, to fill the vacancy.

Secondly, if no such candidates exist or they are no longer willing or able to join the Executive Committee, a suitable Club Member may be co-opted to fill the vacancy until the next General Meeting.

A Club Member who is invited or co-opted to join the Executive Committee when a mid-term vacancy occurs WILL BE eligible to vote at Executive Committee meetings.

**(e) Nominations for the Executive Committee**

A nomination must be submitted in writing to the Club Office for the attention of the Club Chairman at least 14 days prior to the date of the A.G.M. stating the nominee's

full name and Club membership number together with the post (or posts) being applied for. Nominees must be prepared to stand for the next 12 months.

A nomination must be counter-signed by at least six eligible voting Club Members and must also state their full names and Club membership numbers.

In addition, a nomination must be accompanied by a short (not more than 100 word) personal statement for presentation to Club Members in the event of a contested election.

Nominations will only be taken from the floor of the A.G.M. on the day if insufficient nominations have been submitted to fill all the posts.

## **9.2 Particular Powers of the Executive Committee**

Without prejudice and so as not to limit or restrict the general powers of Club Members at General Meetings and the other powers conferred by these rules, it is hereby expressly declared that the Executive Committee shall have the following particular powers:

- (a) To expend any monies of the Club in the furtherance of any one or more of the Objectives of the Club.
- (b) To enter and settle the terms of any Contracts on behalf of the Club.
- (c) To decide opening days and times of Club premises and Licensed Bars within the constraints of the Licensing Acts.
- (d) To approve the Club's annual audited accounts (including Revenue, Expenditure and Capital) for submission to the membership at Annual General Meetings.
- (e) To maintain and provide proper records of all business carried out by the Executive Committee on behalf of the Club, said records to be available for inspection by Club Members on request (but see Section 18 (f) for timescale).
- (f) To be responsible for the design and implementation of disciplinary procedures, including the Right of Appeal.
- (g) To make emergency rules as may become necessary from time to time, such rules to remain valid until the next General Meeting of the Club where ratification will be proposed.
- (h) To be the authority for the interpretation of the rules of the Club and any matters affecting the Club and not expressly provided for therein.
- (i) To consider applications for the use of facilities by bodies not connected with the Club.

(j) To be responsible for all licenses appertaining to Club activities and shall also be the Wine Committee as defined by the Licensing Act pertaining to Registered Members' Clubs.

(k) To co-opt additional supernumerary member(s) to join the Executive Committee as may become necessary from time to time for their particular skills such additional member(s), who will NOT be permitted to vote, shall remain co-opted for as long as their contribution to the Executive Committee is required or until the next Annual General Meeting of the Club whichever occurs soonest.

## 10. **Officers of the Club**

The Officers of the Club shall be:

- Club Chairman
- Club Deputy Chairman
- Club Treasurer

## 11. **Club Committees**

### 11.1 **Executive Committee**

The Executive Committee will meet at least once a month to manage Club affairs.

The Executive Committee may set up either permanent or temporary committees or sub-committees to handle various aspects of the running of the Club. Such committees will report and be directly responsible to the Executive Committee.

The Executive Committee may invite experts who have a particular knowledge of a matter under discussion to attend any meetings.

A Quorum at Executive Committee meetings will consist of no less than four voting elected members.

### 11.2 **General Committee**

The General Committee will consist of one representative of each officially approved Section of the Club and three Club Members who are not Section representatives and who are elected at the Annual General Meeting.

This committee will elect its own Chairman and Deputy Chairman from amongst its number and annually it will elect two of its members to serve on the Executive Committee; these two representatives to be approved at the next Annual General Meeting.

The General Committee will meet as necessary but no less than three times in a twelve month period to discuss Club matters and to prepare, where appropriate, proposals for presentation to the Executive Committee.

The General Committee will report directly to the Executive Committee.

A Quorum for a General Committee meeting will consist of no less than seven members.

### **11.3 Membership Committee**

The Membership Committee will consist of five Club Members who are nominated and elected by the General Committee but who need not be members of the General Committee.

This Committee will elect its own Chairman and Deputy Chairman from amongst its number.

The Membership Committee will meet at least once a month to consider applications for membership in accordance with Sections 5 and 6.

The Membership Committee will report directly to the Executive Committee.

A Quorum for a Membership Committee meeting will consist of no less than three members.

### **11.4 Casting Vote – Procedure**

The Chairman of each Club Committee will have an additional casting vote for use at his/her discretion in the event of an equal number of votes being cast for and against any resolution.

## **12. Annual General Meeting (A.G.M.)**

The A.G.M. shall be held not more than six months after the end of the Club's financial year and not more than fifteen months shall elapse between successive A.G.M's. Notification of the A.G.M. will be made at least 28 clear days in advance of the date of the meeting.

The purpose of the A.G.M. shall be:

- (a) To receive from the Officers of the Club, the Executive Committee and Auditors, the Chairman's Report, the Club Financial Accounts and a summary of such other reports or operational statements relating to the previous calendar year's business as appropriate and to propose the approval and adoption of such reports, accounts and statements.
- (b) To transact any other business included in the Notice convening the meeting.
- (c) To elect the Officers of the Club.
- (d) To elect four members to serve on the Executive Committee.

(e) To elect three Club Members who are not Section representatives to serve on the General Committee.

(f) To approve the two representatives elected from the General Committee to serve on the Executive Committee.

(g) To appoint Auditors.

(h) To approve the membership subscription rates and other charges proposed by the Executive Committee for the next calendar year.

A Quorum for an A.G.M. shall consist of no less than twenty eligible voting Club Members.

### 13. **Extraordinary General Meeting (E.G.M.)**

An E.G.M. may be called by order of the Executive Committee or upon receipt by the Club Chairman of a written request duly signed either by not less than twenty eligible voting Club Members or by Club Members together holding not less than one-tenth of the total voting rights of all the Club Members, stating the business to be brought before the meeting.

Such meeting shall be held within 28 days of receipt of the written request or, if a special resolution is to be proposed at the meeting, within 35 days of receipt of the written request. (A special resolution is legally required for a limited number of important matters including making changes to the Articles of Association or winding up the Club).

A Notice convening the meeting shall be issued to Club Members giving 14 clear days notice or, if a special resolution is to be proposed at the meeting, 21 clear days notice and stating clearly the business to be discussed at the meeting.

No other business shall be transacted at the meeting save that on the Notice convening it.

A Quorum for an E.G.M. shall consist of no less than twenty eligible voting Club Members.

### 14. **Absence of a Quorum at General Meetings**

If within half an hour of the appointed time for any General Meeting a Quorum is not present, the meeting, if convened at the request of Club Members, shall be dissolved.

In any other situation, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Executive Committee may determine. If at the reconvened meeting a Quorum is not present within half an hour of the appointed time for the meeting, the Club Members present shall constitute the Quorum.

## 15. **Membership Subscription Rates**

Membership subscription rates for each category of Club Member and other charges may be amended from time to time by the Executive Committee and shall be submitted to the Club Members at General Meetings of the Club for their approval.

Membership subscription rates are subject to change at any time albeit that changes will normally occur at the beginning of the Club Financial Year.

Any Club Member in arrears by three months or more with his or her subscriptions will be deemed to have withdrawn from membership. He/she will be required to return his/her Membership Card and will relinquish all rights and/or claims upon the Club (but see Section 22 for ongoing liability).

## 16. **Guests and Visitors**

### 16.1 **Guests**

Club Members may introduce a maximum of two Guests at any one time whose names, addresses, postcodes and telephone numbers must be entered into the Visitors Book together with the name and membership number of the introducing Club Member. A Guest Fee will be charged and is payable on entry by the introducing Club Member. The amount of the Guest Fee shall be determined and amended from time to time by the Executive Committee.

Club Members shall be responsible for the behaviour of their Guests whilst they are on the Club premises and grounds.

Guests may not remain on the premises or grounds if the introducing Club Member is not present.

No person may be introduced as a Guest more than three days in any one month or twelve days in any consecutive twelve month period.

No person whose membership has been terminated or suspended, or who is barred from membership, or whose application for membership of the Club has been rejected, shall AT ANY TIME be introduced to the Club as a Guest.

### 16.2 **Visiting Teams and Other External Visitors**

Members of visiting teams, their supporters and other external visitors who visit the Club premises at the invitation of the Executive Committee or relevant Section Committee for the purpose of engaging in a sporting fixture, cultural, social or recreational function, will be classed as visitors for the duration of their visit.

As such they will not be required to pay a Guest Fee and will be entitled to purchase and consume alcohol from the Club Bar during the period of their visit only.

### **16.3 Outside Bodies**

Outside bodies may, with the prior approval of the Executive Committee, be granted permission to use the Club facilities. Such functions should not be for personal gain and should not be to the detriment of Club Members.

### **16.4 Use of Bar Facilities**

All persons admitted entry to the Club under Section 16, and being 18 years of age or over, will be permitted to purchase and consume alcohol from the Club Bar.

## **17. Alcohol and Opening Hours**

(a) Alcohol shall be available for purchase on the Club premises by Club Members, their Guests, visiting teams and outside bodies (admitted entry under Section 16) during the hours approved by the Executive Committee and published in the Club Bye-Laws.

(b) Nobody under the age of 18 years will be allowed to purchase or consume alcohol on Club premises AT ANY TIME.

(c) No person shall be paid at the expense of the Club any commission, percentage or similar payment on or with reference to the purchase of alcohol by the Club and no person shall directly or indirectly derive any pecuniary benefit from the supply of alcohol or other goods or services by or on behalf of the Club to Members or Guests apart from any benefit which may thereby accrue to the Club as a whole.

(d) The supply to the Club of alcohol shall be under the control of the Executive Committee who shall arrange for the purchase thereof on behalf of the Club.

(e) The Executive Committee shall have power to amend the permitted bar hours from time to time as may in their opinion be necessary but will only do so subject to the conditions prescribed by the Licensing Act 2003 and detailed on the Club's Premises Licence..

(f) The Executive Committee shall be responsible for applying for a Premises Licence under the provisions of the Licensing Act 2003 and for its renewal as necessary.

(g) The Executive Committee shall be responsible for applying to Horsham District Council for any extension of or amendment to the permitted bar hours as may in their opinion be necessary (including Temporary Events Notices).

18. **Accounts and Audit**

- (a) The Club Financial Year shall run for a 12 month period from 1 January to 31 December in each calendar year.
- (b) The Club Treasurer shall account for all Club funds.
- (c) The Club funds shall be held in a bank account in the Club's name and operated on the joint signatures of at least one of the Club Officers and at least one of the Club management team authorised by the Executive Committee.
- (d) The Executive Committee shall be responsible for the payment of all Club expenditure. All requests for payment from Sections shall be supported by invoices provided by the appropriate Section Committee person.
- (e) After the end of the Club Financial Year, the Club Treasurer will be responsible to the Executive Committee for the preparation of a balance sheet for the year ended 31 December and an Income and Expenditure Account for the same 12 month period. These accounts will be audited and submitted to the Club Members at the Annual General Meeting for adoption.
- (f) The Club Accounts shall be available for inspection by any Club Member at a mutually agreed date and time within 14 days of such a written request being received by the Club Treasurer.
- (g) No member of the Club shall have the power to pledge the credit of the Club in any way.
- (h) The Auditors of the Club shall be those approved by the membership at the Annual General Meeting.

19. **New Sections**

At the discretion of the General Committee, a new Section of the Club may be formed on written request to that committee supported by not less than fifteen eligible voting Club Members. Such request shall contain:

- (i) The names of the Club Members prepared to stand as Section Committee persons.
- (ii) A statement of the proposed activities of the new Section.
- (iii) A proposed budget of capital expenditure required for three years.
- (iv) An outline of the method to be used to finance the proposed new Section's activities

Each new Section shall provide a draft constitution and rules which shall be approved by the General Committee before becoming effective. Such constitution and rules shall not be inconsistent with or supersede the main Club constitution and rules.

New Sections will be responsible for funding their own activities but the Club will where practically and financially possible provide and maintain the playing areas and major associated pieces of equipment as agreed with the Section Committee.

Requests for the creation of new Sections shall not be unreasonably withheld where it can be shown that the activities of the Section;

- (i) are consistent with the Objectives of the Club
- (ii) are seen to be an advantage to the Club
- (iii) will not impose an undue strain on the Club's resources.

## 20. **Discipline**

Any Club Officer or elected member of the Executive Committee or employee of the Club may require any person to leave the Club premises or grounds forthwith for the remainder of the day if in their opinion such person's behaviour is detrimental to the proper conduct of the Club or any Section thereof or causes annoyance or disturbance to other Club Members.

Any two Club Officers or elected members of the Executive Committee may suspend a Club Member on disciplinary grounds pending a full investigation by the Executive Committee, such investigation to take place as soon as is reasonably possible and in any event within fourteen days of the date of suspension.

Any infringement of Club rules during the 6 months period following election to membership will normally result in immediate suspension and subsequent termination of membership.

A Club Member so suspended shall be given written notice of such suspension, the reason(s) why and the time and date of the meeting set by the Executive Committee to discuss the suspension. The suspended Club Member will be invited to attend the meeting or submit a written representation in answer to any allegation against him/her.

The outcome of the disciplinary meeting shall be confirmed in writing by the Executive Committee to the suspended Club Member. The letter or report shall set out the reasons for the course of action agreed upon, the implications for the Club Member and the duration of any punitive action.

The Executive Committee shall have the right to suspend a Club Member for a defined period of time, terminate membership completely or impose such other sanctions as may be deemed appropriate in relation to the matter under investigation.

The Club Member shall have the Right of Appeal to the Club Chairman, such appeal to be lodged in writing within 14 days of the date of the letter sent to the Member confirming the outcome of the disciplinary hearing. No appeal will be considered if lodged outside this timescale or not submitted in writing.

21. **Notice of Resignation**

Notice of Resignation shall be sent in writing, together with the Membership Card, to the Club Office.

A Club Member must give 30 days written notice of his/her intention to resign their membership of the Club. A Member must similarly give 30 days notice of his/her intention to cancel their gym membership or to cancel their Unlimited Sport option.

Any person on ceasing to be a Club Member shall forfeit all rights to any funds or property of the Club (but will still be subject to the ongoing liability specified in Section 22).

22. **Corporate Status**

The Club is incorporated as a company limited by guarantee. The directors of the company shall be the voting members of the Executive Committee. Where there is any conflict between these rules or the Club Bye-Laws and the Memorandum and Articles of Association of the company, the provisions of the Memorandum and Articles of Association shall prevail. A copy of the Memorandum and Articles of Association will be provided to Club Members on request made to the Club Treasurer.

Every Club Member shall automatically be a member of the company and, if the company is wound up while he/she is a member or within one year after he/she ceases to be a member, he/she may be required to contribute up to £10 towards payment of the company's liabilities.

23. **Interpretation of Rules**

Any question on a matter not specifically covered by the foregoing rules, or any questions with regard to the interpretation of these rules or of any Club Bye-Laws, shall be determined by the Executive Committee who shall be the authority for the interpretation of the rules of the Club and whose decision shall be final.

24. **Bye-Laws**

The Executive Committee has the power to make Bye-Laws for the purpose of regulating the affairs of the Club and its members. Such Bye-Laws must be consistent with the foregoing rules and shall remain in force until cancelled by the Executive Committee or by General Meeting. The Club Bye-Laws shall be displayed on the Club Notice Board for as long as they remain in force.

25. **Amendment of Rules**

No amendment, alteration or addition to these rules shall be made except by a resolution carried by a two third majority of those present and entitled to vote at a General Meeting, the Notice of which shall have contained particulars of the proposed changes.

26. **Winding Up**

The Club may be wound up by a special resolution carried by three quarters of Club Members present and, being entitled to do so, voting at an Extraordinary General Meeting called for that purpose.

In the event of a winding up, the Club Members present will appoint a Liquidator.

The assets of the Club will be disposed of by the Liquidator and the proceeds applied in discharging the debts and liabilities of the Club. Any surplus will be paid to a company or charity which has objectives and a status similar to those of the Club.

27. **Indemnity**

Every Club Officer, Committee person or employee of the Club shall be indemnified by the Club against, and it shall be the duty of the Executive Committee out of the funds of the Club to pay, all costs, losses and expenses which any Club Officer, Committee person or employee of the Club may incur or become liable to pay by reason of any authorised contract entered into or act or thing done by him/her by way of discharge of his/her duties, and the amount for which indemnity is provided shall immediately attach as a lien on the property of the Club and have priority as between the Club Members over all other claims. This indemnity shall not apply where the liability of the Club Officer, Committee person or employee arises from his/her negligence, default, breach of duty or breach of trust.

28. **Individual Liability**

Officers of the Club shall only be liable to the Club for any costs, claims or expenses incurred by the Club arising from a deliberate act or omission of that Club Officer or from his/her negligence, default, breach of duty or breach of trust. No Club Officer shall be liable to the Club in respect of acts or omissions of any other Club Member.

29. **Individual Outside Interests**

No Club Member or employee of the Club who has a direct or indirect interest in any Company or undertaking that does business with the Club can hold office or be a voting member of any committee without the express permission of the Executive Committee.

30. **Voting by Proxy**

Every eligible Club Member who is permitted under the Club Constitution to vote at General Meetings can instead vote by proxy if they are unable to attend the General Meeting.

Proxy votes, both for or against each motion detailed in the Notice convening the General Meeting, should be sent in writing to the Club Office at the above address or by e-mail to [office@theholbrookclub.co.uk](mailto:office@theholbrookclub.co.uk) to arrive at the latest by midnight on the day before the date of the General Meeting.

The letter or e-mail should state:

- the Member's full name
- their Club membership number
- the reference number of the motion they are voting for
- whether they are voting for or against the motion

A check will be made against the Register of Members to ensure that all those Members voting by proxy are eligible to do so and that they have only voted once.

All proxy votes will then be collated and passed to the Club Chairman for him to exercise the votes at General Meeting.

Proxy votes can only be voted provided the General Meeting is quorate. If a General Meeting is not quorate, proxy votes will be carried forward to the re-convened General Meeting.

# **THE HOLBROOK CLUB**

**Club Bye-Laws**  
**(Effective From 1<sup>st</sup> July 2009)**

**Version: 01.07.09**



# **THE HOLBROOK CLUB**

## **CLUB BYE-LAWS**

### **1. CHARGES**

#### **1.1 MEMBERSHIP SUBSCRIPTION RATES**

Membership Subscription rates will be as shown below:

#### **Standard Club Membership Rates (per calendar month)**

<b>Membership Category</b>	<b>March 2009 (Old) Subscription Rates</b>	<b>July 2009 (Current) Subscription Rates</b>
Full Member (now closed to new joiners)	£9.25 p.c.m.	£9.50 p.c.m.
Family Associate Member (now closed to new joiners)	£5.75 p.c.m.	£5.90 p.c.m.
Affiliate Member (now closed to new joiners)	£9.25 p.c.m.	£9.50 p.c.m.
Pensioner Member (now closed to new joiners)	£5.75 p.c.m.	£5.90 p.c.m.
New Club Member*	£9.25 p.c.m.	£9.50 p.c.m.
New Club Family Member*	£5.75 p.c.m.	£5.90 p.c.m.
New Club 60+ Member*	£5.75 p.c.m.	£5.90 p.c.m.

\* Post-30th September 2003 applicants.

#### **1.2 CLUB PLUS GYM CHARGES**

The Club Plus “Peak Time” gym charge with effect from 1<sup>st</sup> November 2008 will be £18.10 per member per calendar month for every category of Club Member (payable in addition to the relevant Standard Club Membership Rate).

The Club Plus “Off Peak” gym charge with effect from 1<sup>st</sup> November 2008 will be £11.95 per member per calendar month for every category of Club Member (payable as above).

See Section 2.4 below for details of the “Peak Time” and “Off Peak” access times.

**Access to the Club Plus gym is NOT available to Members or Guests on a “pay-as-you-go” basis but only through payment of the relevant monthly membership charge.**

### **1.3 PAY-AS-YOU-PLAY CHARGES**

The Pay-As-You-Play charges effective from 1<sup>st</sup> July 2008 are as follows:

<b>Pay-As-You-Play Activity</b>	<b>Cost per person per session</b>	<b>Length of session</b>
<b>Bar Billiards</b>	£1.00	Until bar drops
<b>Squash</b>	£1.50	40 mins
<b>Snooker</b>	£1.50	40 mins
<b>Table Tennis</b>	£1.50	60 mins
<b>Tennis (indoor &amp; outdoor)</b>	£1.50	60 mins
<b>Badminton</b>	£1.50	60 mins
<b>Use of the Sports Hall - for 5-A-Side Football, Netball, Basketball or Cricket Nets Practice</b>	£1.50	60 mins

Members will be charged the above Pay-As-You-Play charges for each session of each sporting activity they wish to undertake.

The Pay-As-You-Play charge is always payable IN ADVANCE (i.e. on entry to the Club and BEFORE commencing the relevant sporting activity).

Alternatively, Members can enjoy playing all the above sports by paying £10.50 per month (equivalent to the cost of seven sessions) in addition to the relevant Standard Club Membership Rate i.e. the Club’s “Unlimited Sport” option. (N.B. Pool is NOT included in this option).

Members’ children aged 15 and under will be charged a lower Pay-As-You-Play charge of £1.00 for each sporting activity they wish to undertake irrespective of whether either or both of their parents pay the additional “Unlimited Sport” charge. (N.B. A parent can elect to pay a reduced £7.00 “Unlimited Sport” charge – equivalent to the cost of seven sessions - for their child if they so wish).

Sports equipment is available for Members and their Guests to hire at a cost of £1.00 per item. (N.B. Equipment hire is NOT included in the “Unlimited Sport” option).

## **1.4 GUEST FEES**

With effect from 1<sup>st</sup> June 2006, the “standard” Guest Fee will be £2.00 per Guest.

The Guest Fee is always payable ON ENTRY to the Club (i.e. before a Guest is permitted access to the Club).

With effect from 1<sup>st</sup> July 2007, the Guest Fee is payable in respect of all Club Members’ Guests aged 16 and over (previously 18 and over) who seek entry to the Club. This applies equally to any person wishing to enter the Club as a supporter of a Club Member who is playing for a Holbrook Club team; the person should be signed in as a Guest of the relevant Club Member. (N.B. Visiting teams and their supporters who seek entry to the Club for official sporting fixtures are NOT required to pay the Guest Fee).

It is the responsibility of the introducing Club Member to ensure that details of their Guest(s) aged 16+ are entered on the “Guest Signing In Sheet” in the “Adult Visitors Book” both fully and legibly. Failure to comply with this requirement may result in entry to the Club being denied.

The non-Member spouse or partner of a Club Member is classed as a Guest and is subject to the payment of the Guest Fee.

Children and young persons aged 15 and under are NOT required to pay the above “standard” Guest Fee. However, it is the responsibility of the introducing Club Member to ensure that details of their Guest(s) aged 14 or 15 are entered on the “Guest Signing In Sheet” in the “14-15 Year Old Visitors Book” both fully and legibly. Failure to comply with this requirement may result in entry to the Club being denied.

Guests must also pay the Pay-As-You-Play charge for each session of each sporting activity they wish to undertake. This charge is always payable IN ADVANCE i.e. on entry to the Club and BEFORE commencing the relevant sporting activity. (N.B. This charge also applies to children and young persons under the age of 16 as they will be using a Club facility).

Guests cannot access the Club Plus gym or use the gym equipment UNDER ANY CIRCUMSTANCES. The gym is NOT available on a “pay-as-you-go” basis; it is only available to Club Members who have been formally inducted by Club Plus gym staff and are paying the relevant Club Plus gym charge.

Guests must pay for any sports equipment they hire. (N.B. This also applies to children and young persons under the age of 16).

A “special” Guest Fee (usually £3.00) will apply to certain Club events i.e. band nights, discos and Open Days where the Club is providing additional entertainment and/or facilities for people to enjoy. The “special” Guest Fee payable will be notified to Club Members in any accompanying advertising or promotional material such as posters, leaflets and e-mails.

## **1.5 FINES FOR SPORTS BOOKING NO-SHOWS OR LATE CANCELLATIONS**

In order to maximise the availability and usage of the Club's sports facilities and to encourage responsible behaviour amongst Club Members, the following fines will apply for both no-shows i.e. where the person who has booked the sports facility does not show up at the appointed time or late cancellations i.e. where the sports facility is cancelled "on the day":

- squash, snooker, outdoor tennis and table tennis – the fine is £2.50 per session booked
- ALL sports hall bookings (irrespective of the sport) – the fine is £5.00 per session booked. (N.B. If the no-show or late cancellation is for badminton and there is at least one other badminton booking still taking place in the same booking slot then the fine is reduced to £2.50).

For ease of administration, the fine will always be recorded against the Member who made the sports booking. (If the no show or late cancellation has been caused by the booking Member's opponent, the booking Member must make his or her own arrangements to recover the fine).

All fines will fall payable on the Member's next visit to the Club. Failure to pay a fine may result in the Member being refused access to the Club. Persistent refusal to pay a fine may lead to disciplinary action being taken.

## **1.6 CHARGE FOR LOST OR UNUSABLE MEMBERSHIP CARDS**

The charge for a replacement Membership Card with effect from 1<sup>st</sup> July 2007 is £2.50.

Club Members must always bring their Membership Card with them when accessing the Club. Replacement Membership Cards must therefore be purchased if:

- the Member has lost/mislaid their card, or
- their existing Membership Card is no longer usable in conjunction with the Club's computerised membership system i.e. because it is cracked, unable to be read by the card-swipe reader or otherwise unacceptable.

## 2. CLUB OPENING HOURS

**2.1 NORMAL CLUB OPENING HOURS:** The Club shall be open for sporting and social activities during the following times:

Day of the Week	Club Opens	Club Closes
Monday to Friday	7.00 a.m.	11.00 p.m.
Saturday	9.00 a.m.	11.00 p.m.
Sunday	9.00 a.m.	10.30 p.m.

**2.2 NORMAL BAR OPENING HOURS:** The Club bar shall be open during the following times for the sale of alcohol:

Day of the Week	Bar Opens	Bar Closes
Monday to Thursday	5.00 p.m.	11.00 p.m.
Friday	12.00 noon 5.00 p.m.	2.00 p.m. 11.00 p.m.
Saturday	12.00 noon	11.00 p.m.
Sunday	12.00 noon	10.30 p.m.

A period of 20 minutes “drinking up” time is permitted after the bar closes following which no further alcoholic drinks should be consumed on any part of the Club premises or grounds.

**2.3 NORMAL KITCHEN OPENING TIMES:** The Club kitchen shall be open during the following times:

Day of the Week	Kitchen Opens	Kitchen Closes
Monday to Thursday	6.00 p.m.	9.00 p.m.
Friday	12.00 midday 5.00 p.m.	2.00 p.m. 9.00 p.m.
Saturday*	12.00 midday	9.00 p.m.
Sunday	12.00 midday	4.00 p.m.

\* On Saturdays between the hours of 2.00 p.m. and 4.30 p.m. the kitchen will only serve hot beverages and cold food i.e. sandwiches with fillings that do not require cooking.

On certain days during the summer months, a barbecue service may be offered as an alternative to the normal kitchen service.

Please note that opening times may vary depending on staffing and other operational constraints when a reduced, restricted or no kitchen service may apply. We apologise for any inconvenience this may cause.

## **2.4 NORMAL CLUB PLUS GYM OPENING TIMES:**

### **“Peak Time” Access:**

<b>Day of the Week</b>	<b>Club Plus Opens</b>	<b>Club Plus Closes</b>
Monday to Friday	7.00 a.m.	10.00 p.m.
Saturday	9.00 a.m.	10.00 p.m.
Sunday	9.00 a.m.	10.00 p.m.

### **“Off Peak” Access:**

<b>Day of the Week</b>	<b>Off Peak Start Time</b>	<b>Off Peak Finish Time</b>
Monday to Friday	7.00 a.m.	4.00 p.m.*
Saturday	9.00 a.m.	10.00 p.m.
Sunday	9.00 a.m.	10.00 p.m.

\* See Section 6.8 for details of the operation of the 4.00 p.m. “cut-off” time.

**2.5 BANK HOLIDAY OPENING:** The Club and all its facilities will be closed on Christmas Day, Boxing Day and New Year’s Day.

The Club will normally be open on all other Bank Holidays when it will offer a “Sunday Opening” service i.e. from 9.00 a.m. until 10.30 p.m. (but subject to the discretion of the Executive Committee).

**2.6 SPECIAL EVENT/OCCASION OPENING:** The Executive Committee shall determine such additional opening hours as may be required from time to time to cater for special events and shall communicate these to Club Members as appropriate.

In determining such additional opening hours, the Executive Committee will ensure that the Club bar opening hours always remain within those permitted under the Club’s Premises Licence.

## **3. PERSONAL PROPERTY**

The Club shall not be held responsible for the loss of or damage to any articles of clothing, valuables or property of Club Members, their Guests, Visiting Teams or outside bodies whilst in or on the Club premises, buildings, grounds or car park.

## **4. REFRESHMENTS**

**4.1** Club Members, their Guests, Visiting Teams and outside bodies are NOT permitted to bring alcohol for consumption onto the Club premises or grounds under any circumstances.

**4.2** Club Members, their Guests, Visiting Teams and outside bodies are NOT permitted to bring food for consumption onto the Club premises or grounds except with the express permission of a senior member of the Club Management team.

## 5. MEMBERS' CHILDREN

**5.1** The parent, guardian or carer of a child(ren) will be responsible and accountable for their child(ren)'s behaviour, safety and well being at all times while the child(ren) is/are on Club premises or grounds, irrespective of whether the parent, guardian or carer is present on site or not.

**5.2** Members' children **under the age of 14** will NOT be allowed unaccompanied entry to the Club at any time.

**5.3** Members' children **aged 14 to 17** will be allowed unaccompanied entry to the Club on production of their own Membership Card (which is issued free-of-charge by the Club on completion of a short application form)

Please note that it is not permitted for a young person to seek entry by using their parent's Membership Card as this does not allow the Club to identify or control the young person while on the Club premises.

**5.4** Members' children **aged 14 to 17** will be allowed to sign in up to two Guests at any one time (see Section 16.1 of the Club Constitution) provided such Guests are also aged fourteen or over.

By concession, they will also be permitted to bring a younger sibling into the Club when not accompanied by an adult provided the older child assumes responsibility for the younger child's behaviour, safety and well-being and the parent(s) is/are happy with the situation.

**5.5** Children **under the age of 14** are not permitted in the Snooker rooms, Bar Billiards room or in the areas of the Club set aside for Pool or Darts unless accompanied and **directly** supervised by an adult and are able to display the necessary level of ability to play these sports safely and without causing injury or damage.

**5.6** Children **aged 14 to 17** may play the sports stated in Section 5.5 above when not accompanied or supervised by an adult subject to the provisos stated therein.

**5.7** Children **under the age of 16** will not normally be allowed in the lounge bar as this area is primarily set aside for the enjoyment of adults (except when expressly permitted for operational reasons by a member of the Club Management team).

**5.8** As a general guideline, children **under the age of 14** should not be present on Club premises or grounds after 9.30 p.m. Permissible exceptions are:

- a) Attendance at private functions or parties (where the Club is being paid for the hire of its premises)
- b) The children of members of visiting teams or outside bodies
- c) When watching sport on the "Big Screen" (for instance, for the duration of a football match which ends after 9.30 p.m.)

- d) Attendance at special, one-off Club functions with the agreement of a member of the Club Management team
- e) Attendance at advertised Club functions at the discretion of the child(ren)'s parents, guardian or carer who must be in attendance and supervising their child(ren) at all times.

**5.9** As a general guideline, children **aged 14 to 17** should not be present on Club premises or grounds after 9.30 p.m. Permissible exceptions are:

- i) Exceptions a), b), c) and d) in Section 5.8 above
- ii) Unsupervised attendance at advertised Club functions at the discretion of the child(ren)'s parents, guardian or carer
- iii) Unsupervised participation in a Club sporting event or an individual sport booking.

## **6. USE OF THE CLUB PLUS GYM**

**6.1** Only those Club Members who pay the additional Club Plus gym charge may enter or use the Club Plus facility by using their Membership Card to open the gym door.

**6.2** Every applicant for the Club Plus gym must complete a confidential Lifestyle & Health Questionnaire which will be scrutinised and accepted (or not) by the Sports & Fitness Manager whose decision regarding the applicant's suitability for Club Plus gym membership shall be final.

**6.3** Every applicant for the Club Plus gym **MUST** undertake an Induction with a member of the Club Plus fitness staff. Only Club Members who have had an Induction can use the Club Plus facility. (N.B. This is a requirement for insurance and safety purposes and cannot be circumvented irrespective of whether the applicant has used a gym before).

**6.4** Club Plus users must wear appropriate clothing and footwear at all times.

**6.5** Members' children under the age of 16 are prohibited from joining the Club Plus gym and are not permitted to enter the Club Plus facility.

**6.6** Young persons aged 16 and 17 may, with their parent's consent, apply to join the Club Plus gym. However, they may have their fitness programs modified by the Sports & Fitness Manager at his/her absolute discretion in order to ensure their continued safe physical development. With effect from 1<sup>st</sup> July 2007, young persons aged 16 and 17 will be permitted to use weights equipment subject to them attending an Induction.

**6.7** Any young person accepted for Club Plus gym membership under Section 6.6 above, must pay the appropriate Club Plus charge (although they will not be required to pay the Standard Club Membership Rate provided one of their parents is a paying Club Member).

**6.8** The latest admittance time to the Club Plus gym for "Off Peak" members on Monday to Friday is 4.00 p.m. i.e. the member must have swiped his/her membership card through the Club Plus gym door swipe-card reader by the 4.00 p.m. "cut off" time. (Entrance after this time will be at the sole discretion of the Club Plus gym staff). "Off Peak" Members may be asked to leave the gym by 5.00 pm if the facility is particularly busy.

## **7. DRESS CODE**

**7.1** Clothing and footwear appropriate to the activity or sport being undertaken must be worn at all times.

**7.2** Sportswear should not be worn in the lounge bar.

**7.3** Vests (other than proper sports vests) are not permitted to be worn as outer garments in the main pavilion.

**7.4** Shirts (or similar articles of clothing) must be worn **at all times** when on Club premises or grounds by both male and female Members and Guests. It is not permitted to remove a shirt to play tennis, football or whilst watching cricket or any other sporting or social activity.

**7.5** Studded or spiked footwear, muddy boots or similar dirty footwear must not be worn in the main pavilion or any other Club building (except the changing rooms) at any time.

## **8. CLUB LOGO**

Only the official Club logo and wording (and manufacturers' logos) or specific logos and/or wordings approved by the Executive Committee in writing may be displayed on any article of sports clothing worn by any Club team.

## **9. UNFAVOURABLE PLAYING OR WEATHER CONDITIONS**

Any decision regarding the possibility or suitability of play on Club grounds/pitches during periods of unfavourable playing or weather conditions shall only be made in full consultation with the Grounds & Premises Manager (or, in his absence, the duty Service Manager) **whose decision on the matter shall be final.**

## **10. DOGS AND OTHER ANIMALS**

No animals except Guide Dogs are permitted on the Club premises or grounds at any time.

It is the responsibility of each sports section who are hosting a visiting team or outside body to make this rule absolutely clear to their visitors as **NO EXCEPTIONS** will be made. (Similarly, Club Members are responsible for informing their Guests of this rule).

## **11. SINGING**

Singing is not permitted on Club premises or grounds at any time during licensing hours unless as part of an organised function.

## **12. ADMISSION TO MEMBERSHIP – PRACTICAL APPLICATION OF THE RULES**

New applicants for membership will NOT be permitted entry to the Club (except as the Guest of another Club Member) for a period of AT LEAST TWO DAYS following the day their name and contact address are first displayed on the Club Notice Board.

The Club Office will add the prospective new Member to the Club's computerised membership system and will allocate a Membership Number and a Membership Card. The applicant will be notified in writing that his/her card can be collected from Reception and that entry to the Club will be permitted thereafter.

The Club Office will inform the successful applicant when the first monthly collection will be made under their direct debit mandate.

The Club Office will inform the applicant that their application has still to be formally approved by the Membership Committee (as required under the Club Constitution) and that they will only hear further if, for any reason, their membership application has been declined.

## **13. RE-INTRODUCTION OF SPONSORSHIP (with effect from 1<sup>st</sup> October 2004)**

With effect from 1<sup>st</sup> October 2004, all new applicants for Club membership will need to be formally sponsored. The Club's application form has been amended to cater for this additional requirement.

Only Club Members of at least 6 months standing are permitted to sponsor a new Club Member.

The sponsoring Club Member must fully complete the relevant parts of the new style application form and sign and date the form. Any application forms that have not been properly completed will be returned to the sponsoring Member for completion which will delay the processing of the application form.

All sponsored application forms will still be subject to scrutiny and approval (or not) by the Club Membership Committee as currently.

Members should be aware that any negative behaviour or failure to adhere to the Club Constitution and Bye-Laws by a new Club Member they have sponsored may adversely affect their own membership and that sponsorship should not therefore be undertaken lightly but only in respect of persons of good character.

## **14. SMOKING POLICY (with effect from 1<sup>st</sup> July 2007 following the introduction of the Smoke Free Premises Regulations 2007)**

Smoking is no longer permitted by any public place from the above date.

This rule applies equally to all Club users.

Smoking is, however, still permitted in all outdoor areas of the Club. Appropriate provision will be made for the comfort of smokers in certain locations around the Club.

Smokers (as with all Club users) must adhere to the 11.00 p.m. “curfew” that forms part of the Club’s Premises Licence conditions.

Failure to adhere to requests from staff to comply with the 11.00 p.m. “curfew” could result in the offending person/people being asked to leave the Club premises and/or could result in disciplinary action being taken against any Member(s).

## **15. TERMINATION OF MEMBERSHIP**

A Member wishing to terminate his/her Club membership must do so IN WRITING by either sending a letter to the Club Office (for the attention of the Membership Administrator) or by sending an e-mail to [mandy@theholbrookclub.co.uk](mailto:mandy@theholbrookclub.co.uk)

Similarly, a Member wishing to cancel his/her Club Plus gym membership or cancel his/her Unlimited Sport option, must also notify the Club in writing.

As approved at A.G.M., Members are required to give 30 DAYS NOTICE of their intention to cancel their Club membership, their Club Plus gym membership or their Unlimited Sport option.

In addition, where a Member is cancelling their Club membership, it would be helpful if they could also indicate the reason for the cancellation for the Club’s record. They should also return their Membership Card in order for it to be destroyed.

## **16. IMPACT OF THE LICENSING ACT 2003 (with effect from 24<sup>th</sup> November 2005)**

The Club’s new Premises Licence came into effect on 24th November 2005 (following our licensing hearing with Horsham District Council on 30th September 2005).

The hours granted for the sale of alcohol and late night refreshments are:

- 8.00 a.m. to midnight on Sundays through to Thursdays inclusive
- 8.00 a.m. to 1.00 a.m. on Fridays, Saturdays and specified “special days” i.e. St Patrick’s Day, etc
- existing “grandfathered” rules apply to New Year’s Eve opening times
- in addition, a further one hour “drinking up time” is permitted on all days.

However, despite the extended permitted opening times, the Executive Committee do not intend to significantly alter the Club's "Normal Bar Opening Hours". The committee have agreed the following way forward:

- 1) the Club's "Normal Bar Opening Hours" are to remain unchanged – see Section 2.2 of these Bye-Laws,
- 2) live bands and discos must cease playing on Friday and Saturday nights at 11.30 p.m. (except by special concession). N.B. On Sundays through to Thursdays, live bands and discos must finish playing by 11.00 p.m.,
- 3) on Friday and Saturday nights where the Club receives an appropriate monetary payment, we will allow a 30 minute bar extension to 11.30 p.m. but no later

On Sundays through to Thursdays, bar extensions will not normally be allowed (except by special concession and then only for specific Club functions or special private functions i.e. Christmas parties) and, in any event, no later than 11.30 p.m.

- 4) 20 minutes "drinking up time" will continue to be the norm which should ensure that most guests will have departed by midnight at the latest thus minimising any potential disturbance or disruption to our neighbours.

## **17. OPERATION OF A 9.30 P.M. CURFEW FOR CHILDREN**

In deference to the Club's neighbours, a voluntary 9.30 p.m. curfew will be operated whereby all children (under the age of 16) will be asked to move inside the Club buildings from 9.30 p.m. each evening and to remain inside thereafter. (Parents are particularly asked to ensure that their children remain inside the main pavilion after 9.30 p.m. and do not seek to go outside again).

The "play area" lights will also be turned off by staff at this time.

In addition, all external doors and windows must be kept closed after 9.30 p.m. to minimise the impact of any sound emissions from the Club. The Club's new air-conditioning facility will assist this aim by better regulating the indoor temperature and ambience.

(N.B. The above voluntary procedures are supplemental to the requirements of the Club's Premises Licence and the conditions pertaining thereto).