
Phyllis Court Club

**Rules, Bye-Laws,
Club House Advance (CHA)**

Table of Contents

<u>1.</u>	<u>CONSTRUCTION OF THE RULES</u>	4
<u>2.</u>	<u>CLUB NAME AND OBJECTS</u>	8
<u>3.</u>	<u>QUALIFICATION FOR MEMBERSHIP</u>	8
<u>4.</u>	<u>CLASSES OF MEMBER</u>	8
<u>5.</u>	<u>VOTING MEMBERS</u>	9
<u>6.</u>	<u>NON-VOTING MEMBERS</u>	9
<u>7.</u>	<u>JOINT MEMBERS</u>	9
<u>8.</u>	<u>TRANSFER OF MEMBERSHIP FROM ONE CLASS TO ANOTHER</u>	10
<u>9.</u>	<u>ELECTION OF MEMBERS</u>	10
<u>10.</u>	<u>TERMINATION OF MEMBERSHIP</u>	11
<u>11.</u>	<u>ENTRANCE FEES AND SUBSCRIPTIONS</u>	14
<u>12.</u>	<u>VISITORS</u>	15
<u>13.</u>	<u>COUNCIL</u>	15
<u>14.</u>	<u>BYE-LAWS</u>	20
<u>15.</u>	<u>OFFICERS AND TRUSTEES</u>	20
<u>16.</u>	<u>BORROWING POWERS</u>	21
<u>17.</u>	<u>MEETINGS</u>	22
<u>18.</u>	<u>ACCOUNTS</u>	26
<u>19.</u>	<u>MATTERS REQUIRING A SPECIAL MAJORITY AT A MEETING</u>	27
<u>20.</u>	<u>EXCLUSION OF LIABILITY</u>	27
<u>21.</u>	<u>CONFLICT OF DUTY</u>	27
<u>22.</u>	<u>INDEMNITY</u>	27
<u>23.</u>	<u>NOTICES</u>	28
<u>24.</u>	<u>INTERPRETATION OF RULES</u>	28
<u>25.</u>	<u>ALTERATION OF RULES</u>	28
<u>26.</u>	<u>PUBLICATION OF RULES AND BYE-LAWS</u>	29
<u>27.</u>	<u>DISSOLUTION OF THE CLUB</u>	29
<u>28.</u>	<u>DATA PROTECTION</u>	29
<u>29.</u>	<u>BYE-LAWS</u>	31
<u>29.</u>	<u>BYE-LAWS – APPENDIX 1</u>	39
<u>30.</u>	<u>BYE-LAWS – APPENDIX 2</u>	41
<u>31.</u>	<u>CLUB HOUSE ADVANCE</u>	42

Phyllis Court Club

Rules

PHYLLIS COURT CLUB

Rules

As at the 18th May 2020

1. CONSTRUCTION OF THE RULES

1.1. In the Rules the following words and expressions have the following meanings:

Annual General Meeting	a meeting called pursuant to Rule 17.2;
Bye-Laws	the bye-laws set out after the Rules as varied, modified or substituted from time to time in accordance with Rule 14;
Club	Phyllis Court Club, an unincorporated private Members Club;
Chairman	the chairman of the Club elected by Council pursuant to Rule 15.3;
Club Company	Phyllis Court Members' Club Limited , a private limited company having a share capital, incorporated on 3 April 1906 in England and Wales under number 88274;
Club House	the club house of the Club on the Premises;
Corporate Member	a person (1) who is nominated by an organisation to which Council has granted the right to make nominations for Membership (to such limit of number as Council decides) on payment by the organisation of a consolidated Entrance Fee and a consolidated Subscription from time to time for each nominee and (2) who has been elected by Council to corporate membership;
Council	the management body of the Club created by Rule 13;
Council Member	a member of the Council elected or appointed pursuant to <ul style="list-style-type: none">• Rule 13.4 (Ex officio Council Members),• Rule 13.5 (Co-opted Council Members),• Rule 13.6 (Nominations for election of Council Members at Annual General Meeting),• Rule 13.10(3) (Nominations for election of Council Members at a Special Meeting), or• Rule 13.11(8) (Vote of No Confidence in Council);

Display	display on a notice board in a conspicuous place in the Club House, and cognate words, such as “displayed”, have the appropriate similar meaning;
Distant Member	a person who (1) lives permanently more than and (2) has no residence of any kind or any place of business less than 100 miles (or such other distance as may be decided by Council from time to time) in a direct line from the Club House, who has been elected to distant membership pursuant to Rule 9.4(4);
Entrance Fee	the fee prescribed by Council from time to time payable by a Member on becoming a Member or on any other event;
Honorary Member	a person who is elected as an honorary member pursuant to Rule 9.4(2);
Joint Member	two persons being Partners who are elected as or become joint members in accordance with Rules 7 (Joint Members) or 9 (Election of Members);
Junior Member	a Member under the age of 27 at the date of election until he reaches the age of 27;
Life Member	a person who is elected as a life member pursuant to Rule 9.4(5) or elected as an Ordinary Member but who subsequently pays a consolidated life subscription;
Management Committee	a committee appointed pursuant to Rule 13.11(2);
Meeting	an Annual General Meeting or a Special Meeting;
Member	a member of the Club of any class;
Membership	membership of the Club;
Non-Voting Member	a person entitled to Non-Voting Members’ Rights;
Non-Voting Members’ Rights	all the benefits and privileges of Membership conferred by or pursuant to the Rules, excluding the Voting Rights;
Ordinary Member	a Member elected as such pursuant to Rule 9;
Partner	a person who permanently lives with a Member as a couple, including a spouse or civil partner, but excluding a relative by blood or adoption;
Premises	the land and buildings known as Phyllis Court Club, Marlow Road, Henley-on-Thames, Oxon, RG9 2HT, owned by and vested in the Club Company and any

	other land and buildings owned or occupied by the Club from time to time;
Prescribed	prescribed from time to time by Council or by these Rules (and “Prescribe” has a cognate meaning);
Prescribed Form	the form prescribed from time to time by Council;
Prescribed Period	the minimum period for doing something set out in the Timetable;
Proxy	a person appointed in the Prescribed Form (who may be the chairman of the Meeting) by a Voting Member to act as his agent and exercise his Voting Members’ Rights at a Meeting;
Qualification Period	the relevant period prescribed by <ul style="list-style-type: none"> • Rule 9.1(1) (single proposer of new Member), • Rule 9.1(2) (two proposers of new Member), • Rule 13.2(1) (eligibility for membership of Council), Rule 13.6(1) (proposer and seconder of new Council Member), or • Rule 13.11(5) (proposer of and seconder of new Council Member after vote of no confidence in Council);
Required Number	the lesser of 50 Voting Members or 20% in number of the Voting Members;
Rules	these rules as varied, modified or substituted from time to time in accordance with Rule 25;
Secretary	the person appointed pursuant to Rule 15.4 by Council to hold the office of Secretary of the Club;
Section	a group of Members who organise and pursue an activity, sport, recreation or interest in association with or under the aegis of the Club, making use of the Premises or Club facilities (whether or not described as “a Section”);
Shares	the 22 issued and fully paid £5 Preference shares and 2,997 issued and fully paid £1 Ordinary shares in the Club Company vested in the Trustees or such other shares in the Club Company of which the Club is the beneficial owner;
Single Member	one Member, as opposed to Joint Members;
Special Meeting	a meeting of the Voting Members which is not an Annual General Meeting;

Subscription	a subscription payable by a Member pursuant to Rule 11.1;
Subscription Period	the year or other period prescribed by Council pursuant to Rule 11.1(1) in respect of which Subscriptions are payable;
Temporary Member	a person admitted to Membership by Council under Rule 9.4(3);
Timetable	the period for doing something as set out in Rule 17.1;
Trustee	a person who is elected a trustee of Club property pursuant to Rule 15.5(2) until his retirement or removal as a trustee or until his appointment ceases by expiration of time in accordance with Rule 15.6;
VEA	A validated email address specifically designated to the Secretary by a Voting Member as one to which Notice of any Meeting should be sent electronically to enable that Voting Member to cast his vote by email in accordance with Rule 17.6
Voting Member	a person entitled to a Voting Member's Rights;
Voting Members' Rights	all the benefits and privileges of Membership conferred by or pursuant to the Rules, including the Voting Rights;
Voting Rights	<p>the rights granted by the Rules (subject to any relevant Qualification Periods)</p> <p>(1) to have notice of all Meetings;</p> <p>(2) to attend and vote either in person or by Proxy or by post at all Meetings;</p> <p>(3) to become a member of Council;</p> <p>(4) to nominate Voting Members for election to Council;</p> <p>(5) to join in requisitioning Special Meetings;</p> <p>(6) to be eligible to hold moorings subject to their availability at the Premises; and</p> <p>(7) to share in any surplus assets on the dissolution of the Club pursuant to Rule 27.</p>

1.2. A reference to "days" means clear days.

1.3. A reference to a "person" is a reference to a human being.

1.4. A reference to "election" includes re-election.

1.5. Words importing one gender include all other genders.

1.6. The singular includes the plural and vice versa.

- 1.7. The table of contents, headings and index are for convenience only and do not form part of or affect the construction of the Rules.

2. CLUB NAME AND OBJECTS

- 2.1. The name of the Club is “Phyllis Court Club”.

- 2.2. The objects of the Club are:

- (1) to provide the Members with premises for a country Club by the River Thames and associated facilities, including restaurants, bars and bedroom accommodation;
- (2) to promote and provide facilities on the Premises for sports, recreational and cultural activities and the other advantages and benefits usually associated with a Club;
- (3) to undertake such commercial and other activities which in the view of Council are in the interests of the Club and consistent with the interests of Members;
- (4) to carry on all or any of such objects through the medium of any corporate entity owned or controlled by trustees; and
- (5) to carry out any other activity whatsoever which can, in the opinion of Council, be advantageously carried on by the Club in connection with or as ancillary to any of the above objects.

- 2.3. The Club colours shall be light saxe blue and dark saxe blue made up in such a manner as Council shall prescribe.

3. QUALIFICATION FOR MEMBERSHIP

Any person who is not less than 18 years of age is eligible to apply for Membership.

4. CLASSES OF MEMBER

- 4.1. The Club has and may have the following classes of Members:

- (1) **Voting Members;**
- (2) **Non-Voting Members;** and
- (3) such other classes and sub-classes of Member (including sub-classes of Voting Members and of Non-Voting Members) with such class rights and obligations as Council may from time to time prescribe.

- 4.2. Two Voting Members (other than Corporate Members) may become Joint Members in accordance with Rule 7.

- 4.3. All Members are elected by Council.

- 4.4. All Members are contractually bound by the Rules.

5. VOTING MEMBERS

5.1. The Club has the following sub-classes of Voting Member:

- (1) **Ordinary Members;**
- (2) **Life Members;**
- (3) **Distant Members;** and
- (4) **Junior Members.**

5.2. Voting Members are entitled to the Voting Members' Rights.

5.3. A Member is entitled to vote at any meeting in person, by proxy or by post.

6. NON-VOTING MEMBERS

6.1. The Club has the following sub-classes of Non-Voting Member:

- (1) **Honorary Members;**
- (2) **Temporary Members;** and
- (3) **Corporate Members.**

6.2. Subject to Rule 6.3 and 6.4, Non-Voting Members are entitled to the Non-Voting Members' Rights.

6.3. Honorary Members may have notice of and attend (but may not take part or vote at) Meetings.

7. JOINT MEMBERS

7.1. If a Single **Ordinary, Junior or Distant** Member wishes that he and his Partner become Joint Members in the same class as him,

- (1) if his Partner is already a Member in the same class as him, he and his Partner must give notice to the Club Secretary at least one month before the end of the Subscription Period and on the expiry of that notice they shall automatically become Joint Members in the same class, and the provisions of Rule 9 shall not apply;
- (2) if his Partner is not a Member in the same class as him, his Partner must first become a Member in the same class as him by applying to transfer his Membership to his class of Membership in accordance with the provisions of Rule 8; or
- (3) if his Partner is not a Member at all, his Partner must first apply to become a Member in the same class as him in accordance with the provisions of Rule 9.

7.2. His existing Membership will cease and they will become Joint Members on

- (1) election as Joint Members by Council; and
- (2) payment of the Prescribed Entrance Fee and Prescribed Subscription.

- 7.3. Partners may apply to become Joint Members in accordance with the procedures set out in Rule 9 relating to the election of Members.

8. TRANSFER OF MEMBERSHIP FROM ONE CLASS TO ANOTHER

- 8.1. If a Member wishes to transfer his Membership from one class to another for which he is eligible he must apply to the Secretary in the Prescribed Form.
- 8.2. His existing Membership will cease and he will become a Member of the new class on
- (1) approval of the application by Council; and
 - (2) payment of the Prescribed Entrance Fee and Prescribed Subscription.

9. ELECTION OF MEMBERS

- 9.1. Every candidate for election as a **Voting Member**, must first
- (1) be proposed on the Prescribed Form by a Voting Member who has been a Voting Member for at least the previous six months, and be interviewed in accordance with Prescribed procedures; or
 - (2) be proposed and seconded on the Prescribed Form by two Voting Members,
 - (a) each of whom has been a Member for at least the previous six months, and
 - (b) who, if they are Joint Members, are not each other's Partner,and at Council's discretion be interviewed in accordance with Prescribed procedures; or
 - (3) apply for Membership on the Prescribed Form, and be interviewed in accordance with Prescribed procedures.

The Prescribed Form must in relation to Rules 9.1(1) and (2) require the proposer and seconder each to warrant, as a condition precedent to consideration of the application, the identity and suitability of the candidate, the information provided by the candidate and the information provided by him to Council. The Prescribed Form must be lodged with the Secretary.

- 9.2. Any material omission of any facts which the Club would reasonably wish to know about a prospective member, whether the subject of specific enquiry on the Prescribed Form or not, from or inaccuracy in the information provided by the candidate, proposer or seconder on the Prescribed Form in the proposal of a candidate will render the candidate's election voided by Council within a reasonable time allowing for full investigation.
- 9.3. The Secretary must Display
- (1) the candidate's full name,
 - (2) particulars of his residence and
 - (3) the names of his proposer and seconder, where applicable,

continuously for at least 28 days before the date when the candidate is elected.

9.4. Council has power:

- (1) to invite and appoint any person whom the Club wishes to honour to become an **Honorary Patron**;
- (2) to elect any person as an **Honorary Member**;
- (3) to make a person a **Temporary Member** and may Prescribe conditions;
- (4) to elect a **Distant Member**; and
- (5) to elect a **Life Member** on payment of a consolidated Subscription.

9.5. The election of new Members must be by ballot of Council at such times as it decides after the procedure in Rules 9.1 to 9.3 inclusive has been followed, if applicable. Two or more adverse votes will preclude election.

9.6. When a candidate has been elected the Secretary shall notify him and send him a copy of the Rules.

9.7. The election of a Member shall be void if his Entrance Fee or Subscription is not paid within one month (or such extended time as Council may allow) from the date of his election.

10. TERMINATION OF MEMBERSHIP

10.1. Resignation

A Member may resign his Membership at any time by notice to the Secretary, subject to payment of any outstanding subscription and any other payment due to the Club.

10.2. Joint Members ceasing to be Partners

- (1) If Joint Members cease to be Partners other than by reason of death, they must thereupon notify the Secretary of the fact.
- (2) Upon ceasing to be Partners, Joint Members cease to be Joint Members and become (if still alive) Single Members in the same class as they were Joint Members.

10.3. One Joint Member ceasing to be a Member by reason of death, resignation or expulsion

- (1) If one Joint Member ceases to be a Member by reason of death, resignation or expulsion, the Joint Membership of the surviving or remaining Member will continue to the end of the current Subscription Period and will then terminate.
- (2) The survivor or remaining Member may before the end of the current Subscription Period give notice to the Secretary that he wishes to become a Single Member in the same class as he was before he became a Joint Member, and will automatically so become on the date of receipt by the Secretary of the notice.

10.4. Failure by Member to pay sums due

- (1) A Member is not entitled to exercise any of the rights or privileges of Membership whilst any sum due from him to the Club remains overdue for payment for 42 or more days. The Chairman or Secretary's statement to a Meeting of such fact shall be conclusive for the purposes of the Meeting.
- (2) If any sum due to the Club is not paid on the Prescribed date, and thereafter is not paid within 42 days of the date of service of notice by the Secretary requesting payment, citing this Rule 10.4(2) and its terms, the Member shall automatically cease to be a Member.
- (3) If at any time the Member gives Council a satisfactory explanation, he may in the discretion of Council, and upon payment of arrears and such interest as Council may prescribe, be re-admitted to Membership.

10.5. On the occurrence of particular events

If a Member

- (1) is convicted of an indictable offence; or
- (2) is adjudged bankrupt; or
- (3) is no longer capable of managing his affairs,

he shall thereupon cease to be a Member unless Council decides otherwise within three months of it becoming aware of the event.

10.6. Misconduct

- (1) If:
 - (a) a Member has misconducted himself, or
 - (b) a Member has conducted himself in a disruptive manner on the Club Premises, and
 - (c) because of such misconduct or conduct at any time Council considers that the interests of the Club require, or
 - (d) if a Member acts in breach of the Data Protection Act as set out in Rule 28, it may discipline the Member in accordance with the provisions of this Rule 10.6.
- (2) Council must notify the Member of the grounds on which it considers the Member should be disciplined, with full particulars, and ask him whether he wishes to contest the proposed disciplinary procedure.
- (3) Council may in its notice under the previous item or at any time thereafter until the exhaustion of the procedure set out in this Rule 10.6, suspend the Member from all or some of his particular Membership Rights, including entering onto the Premises, for all or any part of that period, and in particular may
 - (a) suspend the Member on such conditions as it thinks fit;

- (b) offer the Member the alternative of resigning with a proportionate refund of Subscription.
- (4) If the Member **does not** notify Council within 21 days that he wishes to contest the proposed disciplinary proceedings, he shall be treated as having resigned as a Member on the expiry of that period. If Council is satisfied that through absence from home or other good reason, the Member was not able to respond within 21 days, it shall extend the period until 14 days after the Member was able to respond.
- (5) If the Member **does** notify Council within that period that he intends to contest the proposed disciplinary proceedings, and gives an explanation with which Council is satisfied, Council must notify the Member accordingly. If Council does not find the explanation satisfactory, or the notice contains no explanation, it must institute a proper hearing, and notify the Member
- (a) of the date, time and place for the hearing, which must be not less than 21 days from the date of service of the notice, and
 - (b) his rights under Rule 10.6,
- and Council must appoint not less than three Council Members to hear the matter.
- (6) At the hearing the Member is entitled
- (a) to be accompanied and assisted by another Member, or a solicitor or barrister; and
 - (b) to offer an oral or written explanation of his conduct.
- (7) Those hearing the matter must at the conclusion of the hearing or within seven days thereafter decide by a majority decision whether on a balance of probabilities the grounds for disciplining the Member are made out, and, if so, to deal with the matter in any one or more of the following ways:
- (a) to give the Member a warning to comply with the Rules;
 - (b) to reprimand the Member;
 - (c) to suspend the Member as a Member or from all or some of his particular membership rights (including the right to participate in any Section activities) for a period not exceeding 12 months;
 - (d) to expel the Member.
- (8) Council must notify the Member of the decision and if the decision is to expel him it may offer him the alternative of resigning with or without a partial refund of Subscription.
- (9) A Member who is expelled is not entitled to any refund of Subscription paid in advance, and a Member who is suspended is not entitled to any refund of Subscription paid in advance for the period of his suspension, unless he is a Member who has commuted his fees for a period of five or ten years in which case he is entitled to a refund of Subscription as provided for in the agreement relating to the commutation of Subscriptions.

- (10) The Member may within seven days of receipt of notice of the decision give written notice of appeal containing the grounds of appeal against the decision to the Chairman.
- (11) The Chairman must then institute a proper appeal hearing to be held within 21 days of receipt of the Member's notice of appeal or as soon thereafter as is reasonably practicable.
- (12) The Chairman must appoint not less than three Trustees to hear the appeal, none of whom must have previously heard the matter.
- (13) The Trustees hearing the appeal
 - (a) will act as an appeal committee and not as trustees;
 - (b) must give the Member not less than seven days notice of the date, time and place the appeal hearing;
 - (c) must conduct the appeal by way of rehearing and follow the procedure set out in Rules 10.6(6) and 10.6(7) adjusting them as necessary to suit the circumstances; and
 - (d) may decide the appeal by a majority.

10.7. Consequence of termination of Membership

Subject to Rule 10.6(9), on ceasing to be a Member a person forfeits all rights to and claims upon the Club and the Club Company and their property and funds and to have any sum paid by him to the Club or the Club Company returned.

11. ENTRANCE FEES AND SUBSCRIPTIONS

11.1. Subject to Rules 11.2 and 11.5, Council has the power and may from time to time prescribe:

- (1) the Subscription Period;
- (2) the amount of Entrance Fees;
- (3) the rate of Subscriptions payable by each class of Member;
- (4) the rate of interest payable on overdue sums;
- (5) any other charges imposed on Members by and for the benefit of the Club;
- (6) the acceptable methods of payment; and
- (7) the dates when such sums are due and when they are payable.

11.2. Council may not in successive Subscription Periods increase the annual rate of Subscription for any class of Member by more than 20%, unless an increase in excess of this amount is approved by the Members at a Meeting.

11.3. Council has power to consolidate, commute, vary, rebate and forgive sums due or paid to the Club on such terms as it thinks fit.

- 11.4.** Council must give notice of its decision on such matters to all persons liable to make such payments.
- 11.5.** Council may make exceptions as it thinks fit to the general principle that Members of the same class should pay the same Entrance Fees and Subscriptions. In particular, if a Member proposes to be temporarily absent from the United Kingdom for a period of at least a year and prior to the commencement of that period has given notice to the Secretary of his intention to be so absent and his wish to continue as a Member, Council in its discretion may reduce his Subscription during that period to such a sum as it may prescribe.
- 11.6.** The Secretary must keep Displayed current rates of Entrance Fees and Subscriptions.

12. VISITORS

- 12.1.** Members may introduce visitors to the Premises subject to the Bye-Laws and the provisions of this Rule 12.
- 12.2.** A Member introducing a visitor must enter in the visitors' book his own name and the name and address of the visitor. That requirement does not apply during Henley Royal Regatta and on such other occasions as Council may Prescribe.
- 12.3.** A Member who introduces a visitor must see that the visitor observes the Rules and Bye-laws, and is responsible for his visitor's conduct and for the payment of any fees incurred in connection with the visit.
- 12.4.** Except with the consent of Council, a Member must not introduce a person as a visitor
- (1) whose membership has been terminated under Rule 10.4(2) or 10.5 (who has not been re-admitted to Membership), or
 - (2) who has been temporarily suspended under Rule 10.6(3), or
 - (3) is a suspended Member or an expelled Member (who has not been re-admitted to Membership), having been suspended or expelled under Rule 10.6(7)© or 10.6(7)(d), or
 - (4) who has been treated as having resigned as a Member in accordance with Rule 10.6(4) or 10.6(8).
- 12.5.** Council may exclude temporarily or permanently as a visitor any person whose presence on the Premises it considers to be prejudicial to the interests of the Club. A Member who objects to such exclusion may appeal to the Trustees, whose decision shall be final.
- 12.6.** Council may itself or by an authorised employee or agent of the Club invite such persons as it thinks fit onto the Premises on such terms as it thinks fit.

13. COUNCIL

13.1. Function

- (1) The affairs of the Club must be managed and administered by a governing body, called Council.

- (2) Council may make regulations for the governance of Sections.

13.2. Qualifications and size

- (1) Only Members who have been Voting Members for a period of not less than two years immediately preceding the date of their nomination are eligible to become Council Members.
- (2) The number of Council Members must be not less than four and not more than ten.
- (3) Between four and eight Council Members must be elected to Council pursuant to Rule 13.6.
- (4) Up to two Council Members may be co-opted pursuant to Rule 13.5.

13.3. Delegation

- (1) Council may delegate the performance of running the day to day activities of the Club (including the management of the purchase of alcohol for the Club or the supply of alcohol by the Club) to the Club Company.
- (2) Council may from time to time appoint and dissolve such Committees consisting of such Members as it thinks necessary or expedient.
- (3) Council may delegate to any such Committees such of the powers and duties of Council as it may prescribe.
- (4) Every such Committee shall periodically report its proceedings to Council and shall in the exercise of its powers and duties conform to any directions given to it by Council.
- (5) The Chairman shall be a Member of all Council Committees *ex officio*.

13.4. Ex officio Council Members

If and for so long as the number of elected Council Members falls below four, all Trustees will become and remain *ex officio* Council Members.

13.5. Co-opted Council Members

- (1) Council may at any time co-opt up to two additional Voting Members to be Council Members until the next Annual General Meeting who are qualified for and not ineligible for election as is provided for in Rules 13.2(1) and 13.6(4).
- (2) Any Council Member co-opted under Rule 13.5(1) may stand for election at the next Annual General Meeting following his co-option.
- (3) A co-opted Council Member is not eligible to be co-opted again onto the Council for two years following the Annual General Meeting after his co-option.

13.6. Nominations for election of Council Members at Annual General Meeting

- (1) A Voting Member who wishes to stand for election to Council must lodge the Prescribed Form with the Secretary not less than the Prescribed Period before the

date of the Annual General Meeting. He must be proposed and seconded by Voting Members who have been Voting Members for at least the two previous years.

- (2) Council may unanimously nominate any Voting Member for election to Council, and must lodge the nominations with the Secretary in the Prescribed Form within the Prescribed Period.
- (3) At each Annual General Meeting at least two elected Council Members must retire. If there are no Council Members wishing to retire, retirement shall be by seniority, such seniority being calculated by reference to length of unbroken service on Council, and in the case of equal seniority by agreement or failing agreement, by lot.
- (4) A Council Member must retire after serving on the Council for six years following any initial election and shall be ineligible for election for a period of two years. Any other Council member shall be eligible for election at the Annual General Meeting at which he retires.
- (5) The Secretary must Display the names of all candidates for election to Council in alphabetical order for the Prescribed Period prior to the date of the Annual General Meeting.

13.7. Termination of membership of Council

A Council Member ceases to hold office

- (1) on ceasing to be a Member;
- (2) by resigning his office by notice to the Secretary; or
- (3) upon Council resolving by an ordinary majority, with the agreement of a majority of the Trustees, that he should cease to be a Council Member on the ground that he has failed to attend to the business of Council or is otherwise unfitted to be a Council Member.
- (4) upon ceasing to be, or failing or refusing upon election or co-option to Council to become, a Director of the Club Company.

13.8. Council meetings

- (1) Council shall meet on such dates and at such hours as it decides. Every Council Member (including any Trustees who become *ex officio* Members) shall be entitled to notice by e-mail, post or personal delivery of the date, time and place of any Council meeting, and in general terms of the business to be conducted. Such notice shall, except in case of emergency or extreme urgency (to be determined by the Chairman), be given at least four days before the meeting.
- (2) Council Members may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit.
- (3) Subject to Rule 13.10, four Council Members (for this purpose excluding Co-opted Members but including Trustees acting as *ex officio* Council Members by virtue of Rule 13.4) shall form a quorum.

- (4) Council may meet by telephone or video conferencing or any other electronic means.
- (5) Minutes of the proceedings of the Council shall be kept by the Secretary and signed by the Chairman.

13.9. Chairman

- (1) Immediately after the Annual General Meeting Council shall meet to appoint a Chairman from amongst its number who shall serve as Chairman in accordance with Rule 15.3(3).
- (2) If still a Member of Council following the Annual General Meeting, the Chairman will continue as temporary Chairman, until a new Chairman (who subject to Rule 15.3 may be himself) is appointed under Rule 13.9(1).
- (3) If the Chairman ceases to be a Member of Council at the Annual General Meeting, the Member of Council who has had the longest continuous membership at the Club shall be the temporary Chairman until a new Chairman is appointed under Rule 13.9(1). If two Members of Council have equally long continuous membership of the Club the temporary chairmanship shall be decided by agreement between them, or in default by drawing lots.
- (4) The temporary Chairman shall chair the meeting under Rule 13.9(1). Council at that meeting by a majority vote may appoint some other person to chair that meeting.
- (5) In default of any other appointment the temporary Chairman shall remain as temporary Chairman until Council appoints another person in his place.
- (6) In the case of equality of votes, the temporary Chairman shall have a second or casting vote.

13.10. Number of elected Council Members falling below minimum

- (1) If the number of elected Council Members falls below four, then Council or in default the Secretary must convene a Special Meeting within the Prescribed Period of that event for the purpose of electing additional Council Members, of which at least seven days notice must be given. If that Special Meeting is not duly convened, a Special Meeting will be deemed to have been duly convened to take place at 5.30pm at the Club on the first Sunday which is not Christmas, Boxing or Easter Day 56 days after the date when the number of Council Members fell below four.
- (2) In the meantime the quorum shall be the number of elected Council Members that there are at that time and from time to time thereafter. If there are no elected Council Members the quorum shall be the number of Trustees less one, and if there be only one Trustee the quorum shall be one.
- (3) A candidate for election to Council must notify the Secretary of the names of his proposer and seconder on the Prescribed Form not less than the Prescribed Period before the date of the Special Meeting.
- (4) The Secretary must Display and the names of all candidates and their proposers and seconders for the Prescribed Period before the date of the Meeting.

- (5) Council may not propose candidates for election to Council for the purpose of this Rule 13.10 only.

13.11. Vote of No Confidence in Council

- (1) If a Vote of No Confidence in the Council (set out in a Resolution to that effect) is passed at a Special Meeting by a majority of at least two-thirds of the Members voting thereon, the following provisions of this Rule 13.11 shall apply.
- (2) All the Trustees or a minimum of three of them if willing to so act shall then become ex officio Members of Council, and the quorum shall be three.
- (3) In the event the Trustees do not become ex officio Members of Council in accordance with (2) above:
 - (a) The Meeting shall appoint not less than three Voting Members of at least five years standing as Members to serve on a Management Committee.
 - (b) The powers of Council will immediately transfer from Council to the Management Committee, and the powers of Council Members shall be suspended. The quorum of the Management Committee shall be three.
- (4) The Trustees acting as ex officio Council Members or the Management Committee shall within the Prescribed Period convene a further Special Meeting for the purpose of electing Council Members.
- (5) A Voting Member who wishes to stand for election to Council must lodge the Prescribed Form with the Secretary not less than the Prescribed Period before the date of the Special Meeting. He must be proposed and seconded by Voting Members who have been Voting Members for at least the two previous years.
- (6) Council Members whose powers have been suspended are eligible to stand for re-election.
- (7) The Secretary must Display the names of all candidates during the Prescribed Period before the date of the Meeting.
- (8) Once the election of the new Council Members takes effect,
 - (a) Council Members who have not been re-elected cease to be Council Members, and
 - (b) any Trustees who have become Council Members under Rule 13.11(2) shall cease to be Council Members in virtue of that Rule, and
 - (c) the Management Committee shall cease to exist.

13.12. Voting for Council Members at all Meetings

- (1) Balloting lists must be issued containing in alphabetical order all the names so obtained, distinguishing the candidates nominated by Council, and showing the names of the proposers and seconders of the other candidates.
- (2) Election to Council is by secret ballot (of those present in person or by Proxy and those voting by post).
- (3) Every Voting Member may vote for as many candidates as there are vacancies to be filled.

- (4) Up to the number of vacancies, the candidates who receive most votes must be declared elected, and in the case of two or more candidates receiving an equal number of votes, the chairman of the meeting has a second or casting vote.

14. BYE-LAWS

- 14.1. Council may from time to time make, alter and revoke such Bye-Laws as they consider expedient for the management and well-being of the Club.
- 14.2. The Members are contractually bound by and shall acquaint themselves with the Bye-Laws.
- 14.3. In the event of any conflict between the Rules and the Bye-Laws, the provisions of the Rules shall prevail.

15. OFFICERS AND TRUSTEES

- 15.1. The officers of the Club are
 - (1) the Chairman;
 - (2) the Secretary; and
 - (3) the Trustees.
- 15.2. An entry in the minute book recording the election of the officers is conclusive evidence of the fact so stated.
- 15.3. The Chairman
 - (1) must be a Council Member;
 - (2) must be elected by Council;
 - (3) holds office from the date of his election by Council until the election of a new Chairman after the next Annual General Meeting, but may not hold office for a period exceeding three years and 90 days without the prior consent of the Members voting in person or by Proxy or by post.

The limitation on the Chairman's period of office shall not apply to the provisions under Rules 13.9(2) and 13.9(5) relating to the office of temporary Chairman.

- 15.4. The Secretary
 - (1) need not be a Member;
 - (2) must be appointed by Council on a contract on such terms as it thinks fit.
- 15.5. The Trustees
 - (1) must be Voting Members but must not be Council Members (except when acting as *ex officio* Council Members in accordance with Rule 13.4);
 - (2) must be elected by Council.

- 15.6.** The Trustees hold office for a period of six years or until earlier
- (1) death;
 - (2) resignation; or
 - (3) removal from office by a resolution of Council, which may be for any reason which may seem sufficient to all elected Council Members present and voting at any Council meeting, but Council may not remove more than two Trustees from office between any successive Annual General Meetings.
- 15.7.** The number of Trustees must be not more than five or less than two.
- 15.8.** All assets of the Club (including the Club Company Shares) must be vested in the Trustees.
- 15.9.** The Trustees must deal with the assets of the Club, including any voting rights relating to the shares in the Club Company, for the benefit of the Club as directed by resolution of Council; an entry in the minute book is conclusive evidence of a resolution.
- 15.10.** The Trustees shall not appoint themselves as directors of the Club Company.
- 15.11.** The Trustees shall be indemnified against risk and expense out of the Club assets in accordance with Rule 22.1.
- 15.12.** Where by reason of the expiration of time, death, resignation or removal of a Trustee a new Trustee needs to be appointed, or if Council deems it expedient to appoint an additional Trustee or additional Trustees, Council may by resolution nominate the person or persons to be appointed as the new Trustee or Trustees.
- 15.13.** To give effect to a nomination:
- (1) the Chairman is nominated as the person to appoint new trustees of the Club within the meaning of the Trustee Act 1925 Section 36, and
 - (2) the Chairman must by deed appoint the person or persons nominated by Council as the new Trustee or Trustees of the Club, and
 - (3) the provisions of the Trustee Act 1925 (as amended) apply to any appointment.
- 15.14.** Any statement of fact in a deed of appointment of new Trustees, in favour of a person dealing bona fide and for value with the Club or Council, is conclusive evidence of the fact so stated.

16. BORROWING POWERS

Unless the Club in Meeting passes a resolution authorising otherwise, the Trustees must procure so far as they can using their voting power as holders of the Shares that the Club Company does not borrow:

- (1) more than £250,000 secured by way of mortgage of staff accommodation;
- (2) more than the further sum of £500,000, whether secured or unsecured.

17. MEETINGS

17.1. Timetables for Meetings

- (1) The Notice and Display periods relating to **Annual General Meetings** (Rule 17.2) are:

	Minimum period
A. Notice to the Secretary of nominations for Council from current Council Members	70 days
B. Display of the Notice of the Annual General Meeting	84 days
C. Notice of nominations for Council from Voting Members	70 days
D. Notice of any resolutions proposed by Council	70 days
E. Notice to the Secretary of any resolutions proposed by Voting Members	56 days
F. Display of any resolutions proposed by Voting Members	48 days
G. Notice to the Secretary of any proposed amendments to any resolutions	35 days
H. Display of any proposed amendments to any resolutions	28 days
I. Notice of Annual General Meeting together with the balloting lists and the Accounts of the Club and the Club Company sent to all Voting Members	35 days

- (2) The Notices and Display periods relating to **Special Meetings** (Rule 17.3) other than those convened under

- (a) Rule 13.10 (Number of elected Council Members falling below minimum) and
- (b) Rule 13.11 (Vote of No Confidence in Council) are:

	Minimum period
A. Notice of the Special Meeting called under Rules 17.3(1)(a) or 17.3(1)(b)	35 days
B. Notice of any nominations for any vacancies on Council	28 days
C. Notice of any resolutions proposed by Council	35 days
D. Notice to the Secretary of any resolutions proposed by Voting Members	28 days

E. Display of any resolutions proposed by Voting Members	21 days
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(3) The Notice and Display periods relating to **Special Meetings convened under Rule 13.10** (Number of elected Council Members falling below minimum) are:

	Minimum period
A. Notice of the Special Meeting	35 days
B. Notice to the Secretary of any nominations for Council	28 day
C. Notice to the Members of any nominations and sending to them the balloting list	21 days
D. Display of nominations	21 days

(4) The Notice and Display periods relating to **Special Meetings convened under Rule 13.11** (Vote of No Confidence in Council) are:

	Minimum period
A. Notice of the date of the Special Meeting	35 days
B. Notice to the Secretary of any nominations for Council	28 days
C. Notice to the Members of any nominations and sending to them the balloting list	21 days
D. Display of nominations	21 days

17.2. Annual General Meeting

(1) The Annual General Meeting of the Club must be held between 1 April and 1 July in each year on a date and at a time at a place fixed by Council and must:

- (a) receive from Council a report, balance sheet and statement of accounts for the preceding financial year and an estimate of the receipts and expenditure for the current financial year;
- (b) fill the vacancies in Council and appoint an auditor for the ensuing year;
- (c) decide on any resolution which may be submitted to the meeting in the manner provided below;
- (d) consider any other business as determined by Council.

(2) Any Member who desires to move any resolution at the Annual General Meeting must give Notice to the Secretary.

17.3. Special Meetings

(1) A Special Meeting

- (a) may be called at any time by Council or the Trustees; and
 - (b) subject to Rule 17.3(2), must be called by Council or in default the Secretary upon a requisition in writing from the Required Number of Voting Members which states the purposes for which the Meeting is required, including the text of any resolutions proposed to be passed.
- (2) If a Special Meeting is requisitioned under Rule 17.3(1)(b), the following procedure must take place.
- (a) For the period of 30 days from receipt of the requisition, in this Rule called “**the Consultation Period**”, Council, and the requisitioners must consult with each other with a view to resolving the issue which led to the requisition.
 - (b) During the Consultation Period Council and the requisitioners must have at least two minuted meetings.
 - (c) If after the end of the Consultation Period,
 - the minimum of two meetings have been held, and
 - the Required Number of Members still require a Special Meeting to be convened,
 then
 - a Special Meeting must be held within 42 days of the end of the Consultation Period; and
 - notice of the meeting must be given to Members within seven days of the end of the Consultation Period.
 - (d) If the conditions referred to in Rule 17.3(2)© are not satisfied, Council need not convene a Special Meeting.
 - (e) Unless Council and the requisitioners decide otherwise, at the conclusion of the Consultation Period the resolutions forming part of the text of the requisition shall stand as resolutions to be put to any Special Meetings then to be held.
 - (f) If Council is required to convene a Special Meeting, then the Secretary must Display
 - (within seven days of the end of the Consultation Period) the minutes of any meetings held during the Consultation under Rule 17.3(2)(b); and
 - (at the same time as notice of the Special Meeting is given) a copy of the requisition and resolutions to be considered at the Special Meeting.
 - (g) If Council is not required to convene a Special Meeting, the minutes of any meetings held under Rule 17.3(2)(b) shall be available for inspection

by any Voting Member on request, if both the requisitioners and Council by respective majorities so agree.

17.4. Convening meetings

- (1) Notice of every Meeting and the business to be transacted at it must be given to Voting Members and Displayed by the Secretary for the Prescribed Period before the date of the Meeting.
- (2) No business other than that of which notice has been given may be moved at a Special Meeting.
- (3) The report, balance sheet, statement of accounts and budget must be Displayed for the Prescribed Period before the Annual General Meeting.

17.5. Proceedings at Meetings

- (1) At all Meetings the Chairman, or in his absence a Member selected by Council, must take the chair.
- (2) Every Voting Member present in person or by Proxy or by postal vote is entitled to one vote upon every motion, and in case of an equality of votes the chairman may have a second or casting vote.
- (3) Notwithstanding Rule 10.4(1) (Failure by Member to pay sums due), the vote of any Member accepted in good faith by the chairman of the Meeting shall be deemed to be valid.

17.6. Electronic Notice and Voting

- (1) If any Voting Member wishes to receive Notice of Meetings electronically to enable him to vote electronically, he shall provide to the Secretary a VEA. Only the VEA shall be used for Notice of any Meeting and for the casting of any vote electronically by the relevant Voting Member.
- (2) Council may make Bye-laws as to the procedure to be used by the Secretary and the Voting Members to ensure (so far as reasonably practicable) verification, security and valid use of the VEA, any annulment of one, and to ensure that a Voting Member who has voted electronically may not vote in person, by post or by proxy and vice versa.
- (3) A VEA shall be effective for all Meetings in respect of which Notice is first given at least 14 days after the provision of the VEA to the Secretary and its validation, unless and until it is annulled. Possession of a VEA does not require a Voting Member to vote electronically.
- (4) When sending Notice of any Meeting to Voting Members, the Secretary shall send such Notice and copies of all the relevant papers by email to each VEA properly notified to him and shall accept as valid a vote received from such VEA in accordance with this Rule and the Bye-laws made under it.
- (5) Verification by the Secretary of receipt of a vote from a VEA both apparently properly in accordance with this Rule and the Bye-laws made under it shall be conclusive proof of its validity for the purpose of the relevant ballot.

- (6) Casting a vote electronically shall not prevent a Voting Member from attending the relevant Meeting [but he may neither speak nor vote thereat].
- (7) Only electronic votes actually received and verified before the date and time of the Meeting shall be taken into account for any purpose.

17.7. Postal votes

Only postal votes actually received by the time and date of the Meeting will be taken into account.

17.8. Quorum

- (1) The quorum at all Meetings is 50 Voting Members present in person, by Proxy, by post and/or electronically as long as at least two people are present in person.
- (2) If a Meeting cannot take place due to lawful prohibition or prevention of assembly of a quorum in person at the Club House, the requirement for a quorum in person is waived and the Meeting and all decisions at it shall be deemed valid as long as all Notices have been given normally and at least 50 votes are received by proxy, by post or electronically.
- (3) If a quorum is not present within 15 minutes of the time of a Meeting then:
 - (a) In the case of an Annual General Meeting, that Meeting shall be automatically adjourned to a time, date and place to be decided by Council, announced within 7 days and held not less than 14 days nor more than 28 days from the adjourned meeting. If at the resumed Meeting there is again no quorum, the accounts shall be deemed approved, any other resolution to be proposed at the Meeting shall be deemed to be defeated and all elections held over to the next year to be held afresh in addition to that year's elections (no term limits being extended as a result).
 - (b) In the case of a Special Meeting, any resolution to be proposed at the Meeting shall be deemed defeated and the meeting shall be deemed closed.

17.9. Amendments

- (1) No amendment (other than a motion for adjournment) to any resolution proposed at any Meeting may be moved unless written notice of the amendment has been received by the Secretary within the Prescribed Period.
- (2) Whenever notice of any amendment to be proposed is given, the Secretary must Display it for the Prescribed Period and send notice by post, and electronically to any VEA, to all Voting Members.

18. ACCOUNTS

18.1. Financial year

The financial year of the Club ends on 31st December in each year, and the accounts of the Club must be balanced to that day.

18.2. Audit of accounts

- (1) The accounts must be audited by a professional accountant as soon as practicable after the end of the financial year.
- (2) The accountant auditor must be appointed at each Annual General Meeting and must not be a Member of the Club.
- (3) Any vacancy in the office of auditor occurring during the year must be filled by Council.

19. MATTERS REQUIRING A SPECIAL MAJORITY AT A MEETING

19.1. The following resolutions at any Meeting require the following minimum special majority votes by those present in person or by Proxy or who have voted by post for the resolution to pass:

- (1) a vote of No Confidence in Council : two thirds;
- (2) the dissolution of the Club : three quarters;
- (3) the sale or the grant a lease of a substantial proportion of the Club's property : three quarters;
- (4) the sale of the Shares or any of them : three quarters;
- (5) any addition to, repeal, amendment or replacement of the Rules : two thirds, but in relation to changing any Special Majority : three quarters.

19.2. In all other cases a simple majority is sufficient.

20. EXCLUSION OF LIABILITY

The Members, Council and the Club Company, and their employees and agents, are not liable for any loss or damage to person or property howsoever occasioned or suffered by any Member or their visitors, except to the extent that the Members, the Council and the Club Company, and their employees and agents, are insured against such loss or damage.

21. CONFLICT OF DUTY

21.1. If there is a conflict of duty on the part of a Member to the Club and his duty as a director of the Club Company to the Club Company, his duty to the Club Company shall prevail.

21.2. If there is a conflict of duty on the part of a Trustee as an *ex officio* Member of Council and his duty as a trustee, his duty as a trustee shall prevail.

22. INDEMNITY

22.1. The Members shall jointly and severally pay and indemnify

- (1) each of the Council Members, the Trustees and any other Member acting for the Club at the request of Council,

- (2) against all personal liability on their part to third parties,
- (3) which is incurred in connection with the performance of their duties as Council Members or Trustees or in connection with the performance of such duties as a Member acting at the request of Council may assume,

so far as such duties are exercised in good faith and to the extent that they are not indemnified out of the assets of the Club or the Club Company or by any insurance policy.

- 22.2.** The obligation in Rule 22.1 does not extend to liability of a Council Member or a, Trustee or other Member for acts or omission which are fraudulent or in the nature of wilful default.

23. NOTICES

Notices served or required to be served under the Rules

- (1) must be in writing and in the English language;
- (2) are properly served on a Member if
 - (a) delivered to a Member personally; or
 - (b) posted to the Member by first class post at the last address provided by the Member;
- (3) properly served on the Club if
 - (a) delivered to an officer of the Club personally; or
 - (b) addressed to the Secretary and posted to him at the Club by first class post;
- (4) so delivered shall be deemed to have been served on the day of delivery; and
- (5) so posted shall be deemed to have been received on the third day following the date of posting.

24. INTERPRETATION OF RULES

- 24.1.** The Council shall be the sole authority for the interpretation of these Rules and the Bye-Laws made thereunder and for settling all disputes relating to the affairs of the Club and the conduct of Members in relation thereto.

- 24.2.** The decision of the Council upon any question of interpretation or upon any dispute or upon any matter affecting the Club and not provided for by these Rules or by the Bye-Laws shall be final and binding upon the Members.

25. ALTERATION OF RULES

These Rules may be added to, repealed, amended or replaced by new Rules by resolution passed by the majority referred to in Rule 19.1(5) of the Members at a Meeting.

26. PUBLICATION OF RULES AND BYE-LAWS

A copy of these Rules and a copy of the Bye-Laws for the time being in force shall be Displayed.

27. DISSOLUTION OF THE CLUB

- 27.1.** The Club may be dissolved upon a Resolution to that effect being passed in a Special Meeting by a majority of not less than three quarters of the Members voting thereon.
- 27.2.** Such a Resolution must prescribe the date on which the Club shall cease to be carried on.
- 27.3.** Thereafter Council shall proceed as speedily as possible to wind up the Club's affairs and realise its assets.
- 27.4.** After payment of all liabilities the outstanding balance (if any) must be distributed and divided equally between all Voting Members other than Corporate Members. Upon completion of such distribution the Club shall stand dissolved.

28. DATA PROTECTION

- 28.1.** The Club and its constituted Interest Groups will hold personal information obtained from or about Members (including but not limited to Members' residential addresses and email addresses). The Club may process this information for carefully considered and legitimate business purposes, which are in the Club's interests and enable it to enhance the services it provides, but which it believes also benefits its members. These may include some or all of the following:
- (1) internal record keeping;
 - (2) contacting Members by email, post or telephone on Club matters such as the weekly 'In Touch Newsletter' or official Notices, for example in relation to AGMs or Club House closure dates;
 - (3) contacting Members by email, post or telephone in relation to relevant Club Interest Groups or Club committees;
 - (4) contacting Members by email, post or telephone about events, offers and opportunities which the Club feels may be of interest to Members; and
 - (5) to administer events or incidents involving Members.
- 28.2.** Whenever the Club processes data for these purposes it will ensure that it always takes account of its members' personal data rights. You have the right to object to this processing and can do so by contacting the Membership office.
- 28.3.** Members are not entitled to take personal information belonging to other Members and to use it for any purpose without the prior agreement of those Members.
- 28.4.** Members are entitled to a copy of the personal information which the Club holds about them.
- 28.5.** For the purposes of the Data Protection Act 1998 and, from 25 May 2018, the General Data Protection Regulation the data controller is the Club.

May 2020

Phyllis Court Club

Bye-Laws

BYE-LAWS

No forbearance, delay or failure in enforcement or action by Council in respect of any breach of the Rules or Byelaws constitutes or creates any waiver of its right so to enforce or act which it may exercise at any time regardless of any such prior forbearance, delay or failure.

SUMMARY

1. The headings relative to each section below are for convenience only and do not form part of or affect the construction of the Bye-Laws themselves.
2. Words within these Bye-Laws importing one gender include all other genders.
3. A copy of the Rules and Bye-Laws, together with supplementary notices such as meal times, etc., is held in a book maintained in the Lounge.
4. Failure to comply with the Bye-Laws shall be deemed as misconduct under Rule 10.6.
5. Rule 14 applies to these Bye-Laws as follows:

“14.1 Council may from time to time make, alter and revoke such Bye-Laws as they consider expedient for the management and well-being of the Club.

14.2 The Members are contractually bound by and shall acquaint themselves with the Bye-Laws.

14.3 In the event of any conflict between the Rules and Bye-Laws, the provisions of the Rules shall prevail”.

GENERAL

6. The Club Premises shall remain open during such times as Council shall determine or by prior arrangement with the Club Director and Secretary.
7. (a) The times during which meals are served are posted in the Club Rules and Bye-Laws Book maintained in the Lounge. Members arriving late (whether or not a previous reservation has been made) may be refused service.

(b) A Club table may be made available in the Dining Room and/or Orangery which cannot be reserved at any time. It will be kept available for Members until 8:00pm every night. After 8:00 pm it may be released and used at the Dining Room Manager’s/Supervisor’s discretion.

(c) Hot Meals may not be consumed in the Bar or Lounge.
8. A charge may be levied if a Member cancels a reservation for bedrooms, meals, or Club Events or Interest Group Events. Details of the charges and conditions are displayed in the Club Rules and Bye-Laws Book maintained in the Lounge. Note that the bedroom cancellation policy is referred to under Bye-Law 46.
9. A person joining the Club will receive the membership benefits of reduced room hire charges for a function or wedding after he has been a Member for a minimum of a full Subscription Year (1st January to 31st December) at the date of the event.
10. The supply of alcohol in the Club premises will be permitted at such hours as Council may from time to time determine in accordance with the Licensing Act currently in force.

11. (a) Corkage facilities are only available for Members' private functions, excluding Henley Royal Regatta.
11. (b) Only food and beverage purchased from the Club may be consumed on Club Premises. An exception is made for the designated picnic sites in the Paddock or in circumstances where permission has been given by the Club Director & Secretary. This bye-law applies to Bedrooms (see Bye-Law 49).
12. No person under the age of 18 may purchase or consume alcoholic or intoxicating liquor in any bar. Children under the age of 14 shall not be allowed to enter the Members' Bar.
13. A Member introducing Guests (including children) into the Club premises is responsible for their conduct and must ensure that they behave with respect to others and in accordance with the Rules and Bye-Laws (see Bye- Law 25).

CONDUCT

14. A valid membership card must always be carried by a Member when on the Premises, which must be produced on the request of any member of the Club staff. Admission to the Club may be refused if a Member fails to produce his membership card on request.
15. Payment of a Member's account shall be made within 28 days of receipt of the ledger statement.
16. Every Member shall provide the Club Director and Secretary with a record of his current address, and e-mail address if appropriate.
17. (a) No Member or visitor shall in any way use the Club its symbols or pictures or its facilities of any kind, including but without limitation its name, address (including telephonic numbers and/or electronic addresses) and notepaper, for business purposes, save as specifically permitted in these Bye-laws.

(b) Interest Groups may for their own administrative purposes alone do so, provided that such activities cause no disturbance or annoyance to other members or visitors insofar as they involve electronic equipment in accordance with Bye-law 19.

(c) Council members, the Secretary, and such staff as are issued with business cards with the authority of Council, may if acting on Council business use business cards bearing the Club's details for such business.

(d) Council may from time to time consent to individual exceptions to this Bye-law if it considers them for the benefit of the Club.
18. Members shall use the Premises only for those sports and recreations specified by Council, and shall do so in a manner which does not cause disturbance or annoyance to other Members or their guests, and in accordance with any specific rules made or adopted for that sport, recreation, or Interest Group activity (see Bye- Law 34).
19. (a) Council may from time to time designate a room or area which may be used for business work and/or communication by Members and visitors, and may provide such computing, communication, work, printing, power charging and other similar facilities there as it thinks fit, provided that at all times use of the room or area shall cause no disturbance or annoyance to other members or visitors.

(b) The designated area of the Club Premises for business meetings involving the production of documents or the use of personal computers is the reading area on the first floor.

(c) It is accepted that Members may, from time to time, use a laptop computer, tablet or mobile telephone in the Premises to read text or to show photographs etc to other Members and/or their guests. Such activity must not be intrusive or be allowed to impact on the enjoyment of the Club by other Members.

(d) Provided strictly that this is discreet and that no noise and/or disturbance to any other person is thereby caused, small electronic devices may be used in the lounge occasionally and briefly to review and/or send emails and/or other electronic messages.

(e) Whenever a small electronic device is being used it and all its functions must be silent.

20. Save in the direct conduct by Council of Club business, Members shall not send any member of the Club staff out of the Premises on any errand.
21. Except for communal gratuities organised by the Club, no Member shall give any gratuity direct to any member of the Club staff for his/her sole benefit. However gratuities may be given to a member of staff specifically for payment into the Phyllis Court Club Staff Fund.
22. Excepting Council acting on behalf of the Club, no Member shall invite or agree to any commercial or contractual arrangement with any member of the Club staff without first obtaining the written consent of Council.
23. Excepting the Chairman or a member of Council specifically so delegated and acting on Council's behalf, no Member shall personally reprimand any member of the Club staff. Any complaints should be made to the Duty Manager; direct to the Club Director and Secretary; in the Comments Book kept at Reception; or to Council.

VISITORS

24. Members expecting guests/visitors should receive them personally or leave their names and definite instructions at Reception. No guests/visitors shall remain in the Club in the absence of the introducing Member. Guests/visitors may accompany the introducing Member into the Members' Bar.
25. Every Member shall pay the cost of making good any breakage or other damage to the property of the Club caused by him or by any visitor introduced by him (see Bye – Law 13).
26. The same person shall not be introduced as a visitor under Rule 12 on more than six occasions in any one calendar year. Any person seeking to use the Club as a visitor on more than six occasions in any one calendar year shall be refused entry to the Club premises unless and until the Council otherwise determines. Any occasion on which a person is attending the Henley Royal Regatta, any private function or when, in the company of a Member, visiting a Member's boat only (with no access to any other part of the Club Premises), shall not count towards the foregoing total of six occasions.

CLUB INTEREST GROUPS

27. An "Interest Group" has the same meaning as assigned by the Rules for "Section".
 - (i) Every Interest Group shall have a constitution which is approved by Council.

(ii) (a) Subject to 27(iii) of these Bye-Laws, any Interest Group constitution at the date of these Bye-Laws shall remain in force until altered by agreement between the Interest Group and Council.

(b) Any provision in any Interest Group constitution which is inconsistent with 27(iii) of these Bye-Laws shall be of no effect.

(c) All Interest Groups are required to maintain proper financial accounts which must be drawn up and presented annually, independently examined, approved by the Interest Group members at an AGM and filed with the Club management. All Interest Group annual accounts are to be approved ultimately by the Finance & Audit Committee of Council.

(iii) (a) Any Member of the Club who is not a Temporary Member is entitled to become a member of any Interest Group on such fair and non-discriminatory terms as the Interest Group may require relating to payment for different classes of membership.

(b) No person shall be expelled or suspended from membership of an Interest Group, except as may arise from disciplinary proceedings under Rule 10 of the Club Rules.

(c) No person shall be excluded from any of the activities of any Interest Group, or subjected to any restrictions in participating in such activities, except as follows:

- An Interest Group may require the payment of an extra sum from any of its members on an equal basis for any event, save that in accordance with the practices of the Interest Group credit may be given for a particular event to a particular member or members because of some success in a competition.
- The constitution of any Interest Group may contain a dress code, or make provisions relating to conduct, etiquette, or safety.
- An Interest Group may organize or participate in matches or competitions for which teams or individuals are selected on a fair basis, or in relation to which they become entitled as a result of the competition to enter a particular round or phase of a competition.
- The Croquet Interest Group may restrict some (but not all) of the areas of play to those whom its committee judge to have sufficient skill, in accordance with fair criteria impartially applied.
- Membership of the Boat Owners' Association does not entitle a Member to a mooring.
- The Rowing Interest Group may restrict the use of particular vessels to those its committee judges to have sufficient skill, in accordance with fair criteria impartially applied; and may make up crews in accordance with the normal practices of rowing and sculling.
- The Golf Interest Group may restrict playing membership to those members who have a golf handicap from a recognized golf club.
- An Interest Group whose members engage in any sporting activity may suspend a member from the activities of that Interest Group on an emergency basis if the member conducts the activity in a dangerous way. In

such event, the suspension shall only continue if the Interest Group refers the matter to Council under Rule 10.

28. Every Interest Group must hold its AGM at the Club.
29. Every Interest Group is expected to hold at least one Lunch and/or Dinner at the Club in each Calendar Year, to which all the Interest Group's membership is invited.
30. Every Interest Group must hold its meetings and social activities at the Club unless by the very nature of its event(s) it may require other arrangements.

NON-MEMBER USE OF THE CLUB FACILITIES

31. Overseas Reciprocal Members may not engage in the Club's sporting activities. Visitors from Reciprocal Clubs in either London or elsewhere in the UK do not have access to any sporting facilities. Non-Members and Members from Reciprocal Clubs may not attend Phyllis Court Club functions unless as guests of Club Members.
32. The conditions upon Temporary Membership pursuant to Rule 9.4(3) are:
 - (i) No-one shall be admitted as a Temporary Member more than 6 times per annum.
 - (ii) Any occasions on which a person has been a Visitor during a year count towards the total in Bye-law 32(i) unless upon the same day or in respect of attendance at Regatta and/or such other specific events as Council may designate.
 - (iii) Temporary Members may not engage in any sporting activities as defined in Bye-law 35 or use any Club recreational boat.
 - (iv) The subscription prescribed by Council under Rule 11.1 shall be paid in advance.
 - (v) Council (or in cases of urgency the Chairman or Secretary) may at any time withdraw Temporary Membership summarily and without any formality (including but without limitation any hearing or consideration of any representations) and without refund of subscription. Upon the withdrawal of Temporary membership, the person concerned ipso facto is a visitor.
 - (vi) Council may delegate to the Secretary and/or the Club Manager the right to bestow Temporary Membership upon (and withdraw it, in accordance with Bye-law 32(v) from) any person who falls within categories predetermined by Council.

SPORTING AND RECREATIONAL ACTIVITIES

33. Rules to be observed by all Members and their Visitors when engaging in any sporting or recreational activity shall be drawn up by the appropriate Club Interest Group Committee (also see Bye-Law 27). When approved by the Council, such rules may be part of their Constitution or Bye-Laws and shall be posted on the appropriate Club notice board or in any place set aside for the purpose of the activity.
34. Interest Group Events shall normally only be attended by Members of the Club. Guests may be admitted to events sponsored by Interest Groups. However, when guests are invited to an Interest Group Event, they should be signed in, both upon entering the Club as per Rule 12, and in the Interest Group's own Visitors Book if appropriate.

35. The sporting activities which are specified by the Council are billiards, snooker, croquet, tennis, rowing, golf and dance.

BOAT MOORINGS

36. All Boat Mooring Licensees and Members/Non-Members using moorings/mooring alongside with the permission of the Licencee are subject to the terms of the Licence and the Boating Bye-Laws (Appendix 1). A copy of the Bye-Laws is also posted in the Club Rules and Bye-Laws Book maintained in the Lounge.
37. The Bye-Laws relating to Visiting Members' Moorings (Appendix 2) are displayed at the entry point to the Moorings in front of the Grandstand, and also posted in the Club Rules and Bye-Laws Book maintained in the Lounge.

DRESS CODE

38. Coats, umbrellas, mobile suitcases, shopping trollies, together with all other such articles shall be left in the cloakrooms or other places provided and not taken or used anywhere in the Club House (other than rooms reserved for meetings or an assigned part of the Club, but also see Bye-Laws 19 (a) (b) and (c) above). In the interest of Club safety, the management is authorised to remove any unattended bags, brief cases, parcels etc. and, if not re-claimed, they may be disposed of in due course. Hats (including fascinators) may be worn in the Club House only by ladies at weddings, wedding receptions, memorial functions, Regatta and other similar formal occasions at which these are part of appropriate indoor ladies' dress.
39. The current dress code is displayed at all times on the notice board in Reception and also posted on the Club website and in the Club Rules and Bye-Laws Book maintained in the Lounge. Council are empowered to make changes as deemed appropriate from time to time.
It is the responsibility of Members to ensure that they and their guests are aware of the Club's dress code and that they comply with it.
40. In the interests of Members' comfort whilst in the Club the use of mobile telephones within the Club House is not permitted other than as described in Bye-Law 19.

MOTOR VEHICLES

41. Members may only park their motor vehicles in the Members' Car Park in the designated spaces when visiting the Club, and if their vehicle is displaying a current Members' car parking disc. Such discs are not transferable and are for the Member's personal use only.
42. Motor Vehicles and their contents are accepted on the Club premises entirely at the owner's risk and the Club is not responsible for loss or damage thereto howsoever caused.
43. Members not primarily visiting the Club or not readily contactable in person at the Club, must park in the Visitors' Car Park. Coaches for Club and Interest Group excursions must await pick-up of passengers in the Visitors Car Park and not in the Members Car Park.
44. Members wishing to park their motor vehicle overnight whilst not staying at the Club may only do so after notifying Reception.

CLUB BEDROOMS

45. Applications for bedroom reservations by telephone are to be confirmed in writing, by fax or email. If necessary, the allocation of Club bedrooms shall be at the discretion of the Club Manager or Duty Manager.

46. Except with the permission of the Club Director and Secretary, no bedroom may be retained for more than fourteen consecutive nights.
47. Members are responsible for charges for bedrooms booked by them, whether occupied or not, unless cancellation has been received by at least 12 noon on the day prior to the expected day of arrival. Also note Bye-Law 8.
48. Members may book bedrooms for visitors and such Members shall be responsible for all bedroom accounts left unpaid by visitors introduced by them.
49. Non-members may reserve a bedroom. Residents are then entitled to use the dining facilities and the Lounge and enjoy the Club grounds. No other aspect of the Club is available to Non-members.
50. Bedroom accounts must be settled weekly or, if booked for a shorter period, on leaving. Bedrooms must be vacated by 11:00am on the day of departure or a charge may be made for the following night. Meals served in bedrooms will be subject to an additional charge. Attention is also drawn to Bye-Law 11(b) with regard to the consumption of food and beverage within the Club Premises.

DOGS

51. Dogs, other than Registered Assistance Dogs, shall not be allowed in the Club House or allowed to be unattended on the Terrace. Dogs must be kept on a lead at all times within the Club premises.
52. Members bringing dogs to the Club premises are responsible for:
 - (a) ensuring that their dog is kept under control at all times;
 - (b) all damage or injury to persons or property caused by their dog;
 - (c) preventing their dog fouling the Club grounds, including the Paddock in particular dogs should not be brought to the Club premises with the express intention of fouling; and
 - (d) carrying with them materials to clean up any deposits. Such deposits must be removed and disposed of in the waste bins provided in the grounds.
53. Dogs owned by visitors are prohibited at all times from the Club premises except for Registered Assistance Dogs.
54. For one week prior to and the week of the Henley Royal Regatta, dogs other than Registered Assistance Dogs, are banned entirely from the Club Premises, including the Paddock.

FINANCIAL

55. In exercise of its powers under Rule 11, Council hereby prescribes that:
 - (i) All Subscriptions, being annual, are due in full on 1 January each year. This decision does not derogate or detract from any previous decisions by Council that members may pay such subscriptions in instalments during the year but such arrangements relate only to acceptance of payment not to when the subscription becomes due.
 - (ii) In the event of a member's death the amount of his subscription for the balance of the year following the end of the half year during which his death occurs shall be returned (or not collected if being paid in instalments).

56. Council has prescribed under Rule 11.1(4) that the rate of interest payable on debts owed to the Club/Club Company is 1% simple interest, calculated and added every complete month, both before and after any Court judgment or award, to be added to overdue sums from the date on which they were due (for the avoidance of doubt: (a) from 1 January in cases of default on monthly payment arrangements for subscriptions; and (b) from the date of the statement in cases of default on a monthly ledger/account payment).
57. If a Member defaults on his monthly payment for any reason other than accident, genuine hardship or short-term difficulty, even if arrears are duly paid following receipt of the letter sent under Rule 10.4, he will not be accorded the monthly payment facility in/future (except in exceptional circumstances).

ELECTRONIC MEETING PARTICIPATION MADE UNDER RULE 17.6(2)

58. 1. On accepting any person as a Voting Member of the Club, the Club Secretary shall invite them to submit a VEA, which (if submitted) shall be the electronic address to Club communications and Notice of Meetings shall be sent, and from which electronic votes for Meetings shall be cast and accepted.
2. The Club Secretary has absolute discretion whether or not to accept any VEA, and to change any such decision(s) at any time, without giving reasons for his decision.
3. Ballots or invitations to vote may be sent to a VEA by the Club Secretary in electronic form and/or in printable form, and votes cast electronically from the VEA in whatever form and/or in/to whatever app. or site he may specify, as he may decide ballot by ballot, except that he shall not use different systems in multiple votes at one Meeting without the consent of Council.
4. On the adoption of this Byelaw, the Club Secretary shall notify electronically all Voting Members for whom the Club holds an electronic address using which it normally communicates with them, using that address, that the Club will consider their prior notification and request/use of it in that way as constituting a request that such address be used by it for a VEA in accordance with the Rules, and will thenceforward send Notices and ballots electronically to it for that Voting Member in accordance with the Rules and this Byelaw, unless they indicate the contrary within 14 days from the notification.
5. The Club Secretary's decision on all matters entrusted to him under this Byelaw shall be final and binding without appeal of any kind and without any requirement upon him to give reasons.

BYE-LAWS APPENDIX 1

GENERAL BYE-LAWS RELATING TO BOATING

1. Except as provided below, no Member shall berth a boat at the Club unless a licence to moor at a specified mooring has been granted to that Member.
2. A Licence to moor shall refer to a named boat and shall be personal to the Member to whom it is granted and shall not be transferable by that Member.
3. A Member owning a boat, but not having an allocated mooring at the Club, may only use an allocated mooring with the permission of the Member to whom that mooring has been allocated.
4. A Member owning a boat, but not having an allocated mooring at the Club, may moor alongside the Visitors Landing Stage provided that he conforms to the Bye-Laws relating to the Visiting Members' Moorings.
5. A Member may moor alongside another Member's boat at that Member's allocated River Front mooring but only with the permission of that Member. Only one boat shall be so permitted to moor alongside. Such mooring alongside shall be for a maximum period of 3 nights within a period of 7 nights with the visiting boat to be occupied overnight.
6. Moorings during the Henley Royal Regatta should only be one wide during the time that the Navigation Directions Notice is in effect. This is from half an hour before racing starts until the end of racing each day. During the run up to, and after the Regatta, and whilst the course is in situ, double mooring is only permitted from the Fawley Meadow boundary of PCC frontage up to a point level with the Progress Board Box of the Regatta Course. Upstream of this point, whilst the course is in situ, double mooring during this period is strictly prohibited. During the Henley Festival period double mooring is not permitted.
7. A Member owning a boat but not having an allocated mooring at the Club, shall conform to all Bye-Laws when visiting the Club with his/her boat under Bye-Laws 3, 4, or 5 of this Appendix as noted above. Further, the boat shall conform to the maximum dimensions laid down for the relevant allocated mooring, or for the landing stage, and shall be insured against third party liability to the value of £2,000,000.
8. Non-members specifically invited to moor alongside a Member's boat at that Member's allocated mooring with his/her expressed permission, may only do so during the hours of daylight with the Member on board their particular craft. Overnight mooring of non-members is only permitted alongside a Member with his/her expressed permission when specifically attending a function or dining at the Club. Except as provided elsewhere within these bye-laws, no overnight mooring by non-members is permitted and it is the responsibility of Members to check that the visitor's boat conforms to the maximum dimensions laid down for the relevant allocated mooring, and that it is insured against third party liability to the value of £2,000,000.
9. Non-members may not moor at the Club except under the conditions outlined in Bye-Law 8 of this Appendix as noted above.
10. Any visiting boat mooring alongside a Member's boat under Bye-Laws 5-8 of this Appendix as noted above shall not cause any obstruction to any other Member's boat or mooring.

11. A member considering the purchase of a boat larger than the one for which he holds the allocated mooring, in advance of such purchase, shall contact the Club Director and Secretary in writing to ascertain whether sufficient space will be available.
12. The maximum length of a boat at present permitted by the Council is 10 metres overall upstream of the Moat Bridge and in the Moat, and 12 metres overall downstream of the Moat Bridge. Such overall lengths are the horizontal distance between the extremities of the boat *inclusive* of engine, dinghy, davits, bathing platform and bow rail or anchor.
13. The maximum height of a boat at present permitted by the Council upstream of the Moat Bridge and in the Moat is 2.7 metres measured from the waterline to the highest point of the body superstructure.
14. The offer of newly available moorings shall be allocated on the basis of a dated waiting list (which is posted on the small general notice board).
15. A member introducing a visitor to his/her boat shall be responsible for fulfilling the requirements of Club Rule 12 and Club Bye-Laws 24-26.
16. A Member making an application for a licence to moor shall do so in writing to the Club Director and Secretary and shall either own, or give evidence of an intention to become the owner, of a suitable boat. In the latter case, the overall length must be specified.
17. The use of Members boats for any commercial enterprise from Phyllis Court Club moorings, without permission from the Club Director and Secretary is strictly forbidden.
18. Phyllis Court Members Club Ltd cannot be held responsible for any damage to craft or injury to persons using these moorings however caused.

BYE-LAWS APPENDIX 2

BYE-LAWS RELATING TO VISITING MEMBERS' MOORINGS

1. These moorings are for visiting Members only, for boats owned or hired by them not exceeding 9.1 metres (30 ft) overall in length and 2.7 metres (8.8 ft) above the waterline.
2. There are three 9.1m (30ft) moorings marked Numbers 1, 2 and 3 in front of the Grandstand. Boat owners moor at their own risk, but are asked to take care and attention to other boats as there is very little room for manoeuvre.
3. Boats must be moored centrally in each allocated mooring. (Mooring numbers are fixed in central positions). Boats of greater length and height than as specified in Bye-Law 1 of this Appendix noted above may be moored only with the prior permission of the Club Director and Secretary or his deputy.
4. Club Management has priority use of Visiting Members' Moorings for functions (weddings etc.) and when reserved there will be a sign indicating the times required.
5. During Henley Royal Regatta, from half an hour before racing starts until the end of racing each day, Visiting Members' Moorings are closed but may be used for setting down and picking up only. During the run up to and after the Regatta, including the Henley Festival period, whilst the course is in situ, single berth mooring is permitted, subject to any reservations made as in Note 7, on a first come first served basis, but double mooring is strictly prohibited during this period.
6. These are short stay moorings only, to allow sufficient time for attending a function or to use the Club facilities. Moorers are not permitted to self-cater or picnic whilst using the Visiting Member's Landing Stage.
7. Reservations may be made on the day required for mooring by telephoning the Club Reception. Mooring is on a strictly "first come, first served" basis.
8. Double mooring is permitted without the first moorer's permission, but strictly with no overlapping. The outside moorer must, upon arrival, contact the skipper of the inside boat to establish when he or she might wish to depart (see Reception for details). No double mooring is permitted during Henley Festival, (see Bye-Law 5 of this Appendix above).
9. On arrival, moorers must inform Reception and sign in with their name, membership number, boat name and berth number (1, 2 or 3).
10. Water hoses are available for top-up use only. Washing of boats is strictly forbidden.
11. Insurance Liability: It is the responsibility of the boat owning visiting Member to ensure the boat is insured against Third Party Liability to the value of £2 million (£2,000,000).
12. Overnight mooring is permitted, for one night only, provided that the Club facilities are used during the evening for dining or for functions. Departure must be by 10.00 a.m. the following day.
13. Overnight mooring is permitted for only one night in seven.
14. Phyllis Court Members Club Ltd cannot be held responsible for any damage to craft or injury to persons using these moorings however caused.

Nothing in these Bye-Laws will conflict in any way with the Rules of Phyllis Court Club and where a conflict of interest might be apparent, the Rules of the Club will prevail and the Council's decision will be final in all matters.

November 2014

Phyllis Court Club

Club House Advance (CHA)

1. CLUB HOUSE ADVANCE (CHA)

1.1 OBJECTIVE

To introduce a scheme which encourages more Members to use the Club House Bar and Dining Facilities.

1.2 QUALIFICATION AND LEVEL OF CHA

The following amounts will be due in accordance with Rule 11.1(5):

- All Classes of Near/Local/Non-Distant Members: Joint £200, Single £100.
- All Classes of Distant Members: Joint £200, Single £100.
- All Life Members excepting those with overseas residence qualifications: Joint £200, Single £100.
- All Long Term Members irrespective of residential qualifications: Joint £200, Single £100.
- All Honorary Members: Nil.
- All Classes of Overseas Members: Nil.
- All Classes of Junior Members: £100.
- New Members joining on or before 30th June in any Year: the full applicable charge to the Class of Membership.
- New Members joining after 30th June and prior to 1st October: 50% of the applicable charge to the Class of Membership, with the full applicable charge to the Class of Membership in subsequent years.
- New Members joining after 1st October: Nil, with the full applicable charge to the Class of Membership in subsequent years.

Council will not seek to increase the amount of the CHA for any Class of Membership over the next three years but of course cannot bind a future Council.

1.3 THE SCHEME

1. The CHA will be an integral part of the Subscription Renewal Notice, (the required notice under Rule 11.4). A separate notice will be sent to Life and Long Term Members.
2. The CHA year will be 00:01 hrs 1st January until 24:00 hrs 31st December in any qualifying year.
3. The CHA spend year will be 06:01 hrs 1st January until 06:00 hrs 1st January in the following year.
4. Members paying their subscriptions annually by Direct Debit or cheque will have the full applicable amount of the CHA added to their subscription.
5. Members paying their subscription by ten installments will have the full applicable amount of the CHA added to their first installment.
6. Life and Long Term Members will be expected to pay the full amount as at 1st January each year and in accordance with the Rules for payment of sums due.
7. The CHA will be credited to the Member's ledger account on 1st January each year or upon its later receipt.
8. Joint Members share a single ledger account – i.e. a Membership.
9. A Member(ship) cannot request that the CHA be credited to another Member's Ledger Account - it is not transferable.
10. Members will be reminded of their outstanding balance by receipt of their Ledger Account Statements and, generally, through the two half yearly mailings and 'In Touch'.
11. The whole or any part of the CHA which remains to the credit of a Member will be forfeited at the end of each CHA year, (but see point 5 of Qualifying Expenditure below).

1.4 QUALIFYING EXPENDITURE

1. Purchases of food and beverages through the Club House tills at any time including tills in the Club House throughout Regatta.
2. Purchase of beverages at Club or Interest Group Events through the Club House tills.
3. Food and/or beverages purchased through the Club House tills whilst using bedroom accommodation.
4. Breakfast charges which are not part of an accommodation charge.
5. Bottles of wine purchased from the bar, at the prevailing prices, for consumption off the Club premises.

1.5 EXCLUSIONS

1. Club or Interest Group Event tickets.
2. All bedroom accommodation.
3. Members' functions in privately booked function rooms together with any associated expenditure.
4. Any purchases of goods or services from the Club.
5. All Regatta expenditure other than purchases of food and beverages through the Club House tills.

COUNCIL CODE OF PRACTICE

The Council Code of Practice is available in the Reading Room for Member reference.

MOORING CLUB HOUSE ADVANCE (MCHA)

Details of the Mooring Club House Advance (MCHA) are available on request from the Secretary. The MCHA applies to all Members who are Boat Mooring Licence Holders.

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