

RULES & BYE-LAWS



THE ARTS CLUB

DUBAI



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RULES OF THE CLUB

These rules (the “Rules”), as amended from time to time in accordance with the terms of the Rules, are the Rules of the Club.

1. NAME & LOCATION

The name of the Club is “The Arts Club Dubai” and it is located at ICD Brookfield Place, DIFC, Dubai, United Arab Emirates (referred to in these Rules as the “Club”).

2. OBJECT OF THE CLUB

The objects of the Club are the provision of facilities and amenities of a private club, run on commercial principles, for the purpose of facilitating the social interaction and exchange of persons connected with or interested in the arts, music, literature, design, science, technology, health and wellbeing, entrepreneurship, business, philanthropy, law, finance and fashion

3. DEFINITIONS & PRIMARY CONCEPTS

- 3.1 The Club is owned by The Arts Club Limited (the “Company”). The Company is a company limited shares incorporated and registered in the Dubai International Financial Centre (the “DIFC”) with commercial trade licence number CL2810. A Member’s membership relates to the Club only and no other club or premises owned or operated by the Company and does not entitle a Member to any shares, capital, profits or assets in, or in relation to, the Company nor to participate in any voting or other shareholder matters of the Company.
- 3.2 The Club premises are situated at Brookfield Place, DIFC, Dubai, United Arab Emirates or such other premises as the Company may provide.
- 3.3 The Company is responsible for providing the Club with premises and all necessary facilities for carrying on the Club in accordance with its objects, these Rules and the Bye-Laws.
- 3.4 The Members are under no financial liability in respect of the Company by reason of their membership of the Club save for their liability of the Club joining fee, annual subscription, food and beverage charges and any fees in respect of any events booked or attended by a Member for which fees are chargeable/payable.

- 3.5 For the purposes of these Rules and the Bye-Laws:
- (a) “Board” means the Board of Directors of the Company from time to time;
 - (b) “Bye-Laws” means any Bye-Laws made by the Company in accordance with Rule 30;
 - (c) “Contract” means the membership contract between the Company/Club and the Member(s), the terms of which include the terms of these Rules and the Bye-Laws;
 - (d) “Club” shall have the meaning given to it in Rule 1;
 - (e) “Director” means a member of the Board of Directors from time to time;
 - (f) “Executive Committee” – means the Executive Committee of Members of the Company from time to time, such committee to be appointed by the Board to deal with day to day management matters and decisions of the Company in accordance with the Rules of the Executive Committee;
 - (g) “Primary Club” shall mean either The Arts Club in London or The Arts Club in Dubai, whichever club the Member will use most often based on the Member’s residential and work address where the Member spends the majority of his or her time;
 - (h) “International Club” shall mean either The Arts Club in London or The Arts Club in Dubai, which is not the Primary Club of the Member;
 - (i) “Membership Committee” shall have the meaning given to it in Rule 8.1;
 - (j) “Member” means a person who is admitted as a Member of the Club in accordance with any previous rules of the Club or these Rules (as amended from time to time) and who remains a Member of the Club in accordance with these Rules (as amended from time to time);
 - (k) “Late-night Lounge” means the late-night lounge area of the Club and any other late-night lounge area(s) added to the Club from time to time;

(l) "Rules of the Executive Committee" means the rules governing the Executive Committee as adopted by the Board from time to time.

(m) "Secretary" shall have the meaning given to it in Rule 6

3.6 If the Company has to contact a Member it will do so by telephone or by writing to that Member using the telephone number, email address or postal address provided to the Company by that Member in their application, as is updated by the Member from time to time. A Member may contact the Company by writing to the Secretary at the email address or postal address as shown on the Club's website from time to time.

3.7 When these Rules or the Bye-Laws use the words "writing" or "written" or similar terms this reference includes emails, sms and whatsapp messages.

4 . PATRON & PRESIDENT

4.1 The Executive Committee may appoint either, or both, a Patron and / or President to represent the Club, being distinguished persons from the arts, literature or sciences.

4.2 If a President is appointed, the Executive Committee may also appoint two Vice Presidents, also being distinguished persons from the arts, literature or sciences.

5 . THE CHAIRMAN

The Chairman of the Company shall be the Chairman of the Club (the "Chairman").

6 . THE SECRETARY

6.1 The Chief Operating Officer of the Company from time to time shall act as the Secretary of the Club (the "Secretary") and is responsible for the proper running of the Club on a day to day basis as determined by the Board.

6.2 In these Rules and Bye-Laws the expression the "Secretary" shall also include any other person(s) appointed by the Board to perform any of the duties of the Secretary.

7 . ADVISORY BOARD

7.1 An Advisory Board may be appointed by the Executive Committee from time to time to support and promote the development of the Club in the arts, literature or science world ("Advisory Board").

7.2 Membership of the Advisory Board is granted at the absolute discretion of the Executive Committee and may be terminated and/or suspended at any time by the Executive Committee.

8 . MEMBERSHIP COMMITTEE

8.1 A committee of Members (the "Membership Committee") may be appointed by the Executive Committee to make recommendations to the Executive Committee in regards to who should be admitted as a Member.

8.2 Membership of the Membership Committee is granted at the absolute discretion of the Executive Committee and may be terminated and/or suspended at any time by the Executive Committee.

9 . MEMBERSHIP

9.1 Members shall consist of Full Members, Second Members, Young Members, International Members and Honorary Members

9.2 Every candidate for membership must be at least 21 years of age.

9.3 No employee or former employee of the Company shall be elected a Member without the consent of the Secretary.

9.4 The Company may from time to time add additional categories of membership or amend the conditions attached to each category of membership. Any such addition or amendment shall be posted on the Club's website for at least 14 days prior to its implementation.

9.5 Each Member, whatever their category, shall, in common with all other Members, enjoy equal rights and privileges of the Club subject to the provisions of these Rules and the Bye-Laws and as the Company may from time to time determine.

- 9.6 If the criteria governing the membership category of a Member are no longer applicable to the Member, they shall notify the Secretary forthwith so that, subject to prior Executive Committee approval, an appropriate change of category can be made and at their next renewal date following any such change, they shall become liable to pay the subscription rate applicable to such new category.
- 9.7 Each Member, whatever their category, shall confirm and declare their primary residential and business address and apply for membership to the Club which they will use most often (See Rule 15).

10. MEMBERS

- 10.1 The criteria/requirements for each classification/category of Member shall be as follows:
- (a) Young Member: 29 years of age or below (but at least 21 years of age) on the date of election to membership; proof of age required.
 - (b) Full Member: 30 years of age or above on the date the application form is received by Company;
 - (c) Second Member: a spouse sharing the same residential address as a Full Member who is 30 years of age or above on the date the application form is received by the Company; Second Members may not be joined to a Young membership; proof of address required;
 - (d) International Members: This additional membership may only be selected with Full, Second or Young membership categories and includes membership to The Arts Club London. International membership is only valid in conjunction with the Primary Club and access will not be granted if the Primary Club's membership is not active.
 - (e) Honorary Members: members elected in accordance with Rule 11.

11. HONORARY MEMBERS

- 11.1 The Executive Committee may invite any person to become an Honorary Member who [in the sole opinion of the Executive Committee]:
- (a) has rendered exceptional service or benefit to the Club;
 - (b) will render exceptional service or benefit to the Club;
 - (c) is a distinguished member of the arts, science and/or literary community or
 - (d) is a representative of a club associated or affiliated to the Club.

- 11.2 The Executive Committee shall have the power to elect any person it thinks proper (including an existing Member) to be an Honorary Member.
- 11.3 An Honorary Member shall be entitled to full use of the Club premises and facilities subject to these Rules and the Bye-Laws, International Clubs are not included.
- 11.4 An Honorary Member shall not be required to pay a joining fee or annual subscription.
- 11.5 Any person offered Honorary membership who is already an existing Member shall, on accepting such offer, be deemed to have ceased to be a Member but shall not be entitled to be reimbursed a proportionate part of the annual subscription for that membership year, however, for as long as he/she is an Honorary Member, no annual subscription shall be payable.
- 11.6 Honorary membership is initially granted for a period of 12 months but may be terminated at any time by the Executive Committee or the Board without providing any reason. Upon the expiry of such period(s) each Honorary Member shall be automatically re-elected for a further 12-month period(s) unless the Executive Committee or the Board resolves not to re-elect such an Honorary Member or such Honorary Member's membership is terminated.

12. PROCEDURE FOR APPROVAL AND ELECTION OF MEMBERS

- 12.1 The name and particulars of every candidate applying for membership shall be entered on a form provided by the Secretary. A candidate shall supply a photograph (for identification and security purposes only) and such further information concerning themselves and their candidature as the Secretary may reasonably request.
- 12.2 Every candidate for Membership must be supported by a proposer and seconder, both of whom shall be Members of either The Arts Club London or The Arts Club Dubai, and each of whom, if required by the Secretary, shall send to the Secretary a letter in support stating how long they have known the candidate and giving relevant information in support of their belief that the candidate is qualified for membership by virtue of their connection with, or interest in, the arts, literature or sciences and is likely to be welcomed by and agreeable to the Members.
- 12.3 Upon receipt of an application for Membership, and all other required information and documentation, the Secretary shall pass on the application and such other information and documentation to the Executive Committee.

- 12.4 The election of Members shall be by the unanimous decision of the Executive Committee, who shall consider the recommendation of the Membership Committee (if formed) and decide by secret ballot if necessary; one vote against a candidate shall exclude a candidate from becoming a Member.
- 12.5 There shall be a period of at least 48 hours between the Executive Committee receiving an application and deciding on whether an application for Membership is successful.
- 12.6 A candidate shall be required to meet with the Membership team prior to the Executive Committee considering their application, unless the Secretary decides in any particular case that such a meeting is not required.
- 12.7 No reason shall be given to any candidate in the event of their non-election.
- 12.8 If the Executive Committee so elects, the approval of any candidate will be subject to ratification by (a majority of) the Board. If the Board does not in such circumstances ratify such candidate, the Executive Committee shall give notice to the candidate and they shall immediately cease to be a candidate and shall not be eligible for reconsideration as a candidate for a period of one year from the date of the original application.
- 12.9 Upon approval by the Executive Committee and (if applicable) ratification by the Board, the Secretary shall notify the candidate that he/she has been elected as a Member of the Club conditional upon him complying with this Rule. The Secretary shall make available to the candidate a copy of these Rules and any Bye-Laws and shall request the candidate to deliver to the Secretary the following:
- (a) the relevant joining fee for the category of Membership applied for; this is a one-time payment that should be made within 14 days of the election date. The payment of the joining fee secures the offer of Membership and correlates to the time and efforts made by the Company to onboard new Members.
 - (b) the current annual subscription at the rate appropriate to the category of Membership
- 12.10 Access to the Club will not be permitted until the relevant joining fee together with the annual subscription fee has been settled in full and the Membership team have confirmed receipt of this payment, and issued the Membership number.

- 12.11 The Executive Committee shall have the power to extend the periods for complying with the provisions of Rule 12.9 hereof for as long as it thinks fit.
- 12.12 On complying with the provisions of Rule 12.9, the name of the candidate will be entered in the Register of Members maintained by the Club as a Member and forthwith will be entitled as a Member to all the benefits and privileges of the Club. Upon being so entered in the Register of Members the Member will be deemed to have agreed that he will be bound by these Rules, all Bye-Laws and the Privacy Notice (as amended from time-to-time), and all subsequent amendments to them.
- 12.13 Cancellation Right of Members
- (a) Members who have been approved have the right to cancel their membership, without giving any reason, within 14 days of the date on which the Member pays the joining fee. The cancellation period will expire after 14 days.
 - (b) To exercise the right to cancel, a Member must inform the Secretary of their decision to cancel their membership by a clear written statement (e.g. a letter sent by post or an email).
 - (c) To meet the cancellation deadline, it is sufficient for a Member to send their communication concerning their exercise of the right to cancel before the cancellation period has expired.
 - (d) If a Member cancels their membership within the 14-day period referred to above, the Company will reimburse to that Member all joining fees and subscription payments received from that Member.
 - (e) The Company will make the reimbursement without undue delay, and not later than 14 days after the day on which the Secretary is informed about the Member's decision to cancel their membership.
 - (f) The Company will make the reimbursement using the same means of payment as the Member used for the initial payment, unless the Member has expressly agreed otherwise; in any event, the Member will not incur any fees as a result of the reimbursement.
 - (g) If the Member started to use the services or facilities of the Club during the cancellation period, the Member shall pay the Club an amount which is in proportion to the period of use until the Member communicated its cancellation of its membership, in comparison with the full membership year and the remainder will be refunded (as applicable).

- 12.14 The Club's Privacy Notice, which is available at www.theartsclub.ae sets out the terms on which the Club processes any personal data of Members (or their guests), or that Members (or their guests) provide to the Club or the Company.

13. FEES & SUBSCRIPTIONS

- 13.1 Subject to Rule 12.13 above, the joining fee payable by a Member shall be such amount as the Company shall from time to time determine and shall be non-refundable.
- 13.2 The annual subscription for each of the various categories shall be such amount as the Company shall determine, and shall be payable annually on such date as determined by the Company. The annual subscription will be charged automatically on the Member's renewal date, for those Members who have opted to store their payment details securely in our payment processing platform.
- 13.3 The Company may apply an increase on any rate of annual subscription to any Member by providing at least 14 days' notice, which increase shall apply from their next renewal date, and the Member shall be entitled to terminate their membership in accordance with Rule 25.
- 13.4 If a Member shall for any reason cease to be a Member before the whole of the annual subscription for the current year shall have been paid, then the unpaid balance shall immediately become payable.
- 13.5 If a Member, having paid the annual subscription in advance for the relevant year, shall for any reason cease to be a Member before the expiry of that year, the Member shall not be entitled to be reimbursed any part of that annual subscription.
- 13.6 The Company may, notwithstanding Rules 13.4 and 13.5 above, at its absolute discretion, waive or reduce the subscription of any Member or former Member.
- 13.7 In the event of a former Member applying to re-join the Club, the Company may waive the joining fee and may apply the current annual subscription rate applicable.
- 13.8 Current rates of subscription for each of the categories of the Members shall be available on the Club's website for inspection.
- 13.09 If a Member fails to pay any amount due from them to the Company or the Club within 14 days from the due date for payment, then the Company will reserve the right to suspend and/or terminate the Member's membership, and will apply the current annual subscription rate to any future memberships held by the Member.

14. RENEWALS

- 14.1 Renewal dates or annual subscriptions are set on the first day of the month of election as a Member and recur annually, unless the Company determines otherwise.
- 14.2 Membership Renewals are not automatic and are reviewed annually by the Executive Committee, including usage by the Member of any International Club versus Primary Club. The Executive Committee's decision is final and may be not be appealed. The reason for terminating or not renewing a membership will not be given. However, the Company will inform the Member of the date that they will become eligible for reconsideration as a candidate. Any refund of joining fee or annual subscription fee is at the discretion of the Company.
- 14.3 Members will be given one month's notice prior to their annual renewal date. For those Members who have opted to store their payment details securely in our payment processing platform, the annual subscription will be charged automatically on the date of renewal. If the subscription is not settled by the renewal date, 14 days' grace period will be given. Following this, the Member will be considered *overdue* and Club access will not be granted. If the subscription is not settled within the next 14 days, the Company will reserve the right to suspend and/or terminate the Member's membership and during this time, the Club has the right to deny access until the those fees are paid in full. The settlement will be backdated to the original renewal date. The current published annual subscription rate will apply to any future membership applications made by the Member.
- 14.4 If a Member has been charged automatically for their renewal but wishes to resign their Membership they have 14 days to inform the Membership Office in writing and they are entitled to a refund of the annual subscription, as long as they have not used the Club during this 14 day period.
- 14.5 Upon attaining the age of 30, Young Members will transfer to the Full Member category and its current applicable subscription at their next renewal date. The Club will notify these Members of the change in rate one month prior to their renewal date.
- 14.6 For a Second Member, their associated Full Member must still be a fully paid existing Member to maintain the Second Member's subscription rate. If not, the Second Member will revert to the Full Member rate applicable at the time of their next renewal and no longer be considered a Second Member. The Executive Committee reserves the right to request proof of address on the annual renewal date from a Second Member. Second Members are required to inform the Secretary in writing of any change in circumstance which would no longer entitle them to be a Second Member, and the change in rate will apply at their next renewal date.
- 14.7 A Member may freeze their Membership one time throughout the lifetime of their Membership. This request must be submitted in writing within 30 days of their renewal date to avoid termination for non-payment. The length of the freeze is one year and cannot be

extended nor shortened. If the Member wants to reactivate their Membership prior to the one year period they may be subject to the payment of their back dues to their original renewal date. Upon reinstatement, their annual subscriptions will remain at their original Membership tier unless the subscription has been increased across all membership tiers, in which case, the new rate will apply. The above also applies to International membership.

- I 4.7 Should a Membership be terminated for non-payment and the Member wants to reactivate their Membership within one year from termination, they may do so by paying the backdated amount to their original renewal date at the current rate of their original Membership tier. Should a Membership be terminated for non-payment and the Member wants to reactivate their Membership after one year from termination, they may do so but at the current rate and may need to resubmit an application.

I 5. MEMBERS' ADDRESSES

- I 5.1 Every Member shall promptly inform the Secretary of any change of their address, email or other contact details.
- I 5.2 A Member must honestly declare the residential address at which they formally reside and the business address at which they work from for the majority of the year and only apply for membership to the Primary Club, the one they will use most often; proof of address may be required; usage will be monitored by the Company.

I 6. ADMISSION

- I 6.1 Subject to Rule I 6.8, Members and guests (provided they are invited in accordance with the Bye-Laws), will be admitted to the Members' areas of the Club during normal hours of admission.
- I 6.2 Each time, upon arrival to the Club, Members must present their membership card and sign in the admission book provided at the front desk and must legibly include the name/s of their guest/s. The Club may charge a Member if a replacement membership card is required.
- I 6.3 No person under the age of 18 will be admitted to the Club without the prior written permission of the Secretary or manager on duty [other than on a Saturday or Sunday or public holiday in the UAE. On these days, Persons under the age of 12 are permitted access to the Club from the time of opening until 5pm. Persons aged between 12 and 17 are permitted access to the Club from the time of opening until 9pm. In both cases, these persons must be accompanied by a Member who must be their parent or guardian.
- I 6.4 Members must accompany guests introduced by them during the period of their stay in the Club. Members may not be separated from their guests within the Club or allow their guests to remain on the premises in the absence of the host Member. Members are responsible for the

conduct of their guests and must ensure guests abide by the Rules, the Bye-Laws and the Privacy Policy (as amended from time to time).

- I 6.5 The Secretary may determine that on certain days Members may not be admitted to the Club or any part thereof, or to provide for the closure of the Club on public holidays, for private hire or for any reason at the absolute discretion of the Company which justifies temporary closure. The Secretary shall, if practicable, notify Members in advance by e-mail of any temporary closure of the Club.
- I 6.6 The Company or Secretary may refuse admission to the Club to any person in their absolute discretion and without giving any reason.
- I 6.7 No person under 21 years of age is allowed in the Late-night Lounge.
- I 6.8 The Club may at its absolute discretion:
- (a) refuse entry to the Club by any Member and/or guest without providing a reason;
 - (b) remove any Member and/or guest from the Club premises without providing a reason; and
 - (c) rescind a Member's membership without providing a reason.

I 7. DISCIPLINE OF & EXPULSION OF MEMBERS

- I 7.1 A Member may resign their membership at any time by letter or email delivered to the Secretary at the Club address as shown on the Club's website.
- I 7.2 The Company or Secretary may expel any Member or guest for breach of the Rules and/or Bye-Laws at any time.
- I 7.3 A Member's membership, and/or admission to the Club's premises, may be suspended or terminated at any time, either indefinitely or for a set period of time by the Company in the event that the Company considers that the conduct, reputation or character of the Member or the Member's guests, is or might be injurious to the character, reputation or interests of the Club or the Company, or render that Member unfit to associate with other Members, or for any other reason at the Company's absolute discretion. Before a Member is expelled, the alleged offender's conduct may, at the absolute discretion of the Company be inquired into and, if requested by the Club or Company, the person involved may be required to send a written statement of events to the Secretary and to justify or explain their behaviour. During such period of investigation, the Club may temporarily suspend the Member's membership. The Company has authorised each and any of the Secretary, the Board and the Executive Committee to exercise its power of suspension or termination pursuant to this Rule.

- 17.4 Having inquired into the events, if the Company or Secretary is of the sole opinion in its absolute discretion that the Member is, or is suspected to be, guilty of such conduct as mentioned in Rule 17.3 and/ or has failed to justify or explain this conduct or behaviour satisfactorily, it may either expel or suspend the offender at its absolute discretion from all Clubs covered by the Member's membership. The Member shall be disbarred from the Club while so suspended from membership.
- 17.5 Nothing in these Rules or Bye-Laws shall prevent the Company or Secretary from requesting a Member to resign and if such a request is complied with, within 14 days, no resolution of expulsion shall be proposed.
- 17.6 An expelled or suspended Member, or a Member that is requested to resign, may not return to the Club as a guest.
- 17.7 A Member expelled from the Club forfeits all the privileges of membership without any entitlement to a claim for any refund of the joining fee. The Company will refund the proportion of the subscription fee received for the current year as reflects the unused part of the year after termination.
- 17.8 In all matters of Club discipline, the decision of the Committee and/or Company is final.
- 17.9 Notwithstanding any other provision of these Rules, neither a court order nor an arbitration award shall be required to effect a termination of a Member's membership in accordance with these Rules.

18. CONDUCT OF MEMBERS

- 18.1 Members and their guests shall, at all times, comply with all local laws, regulations, rules and customary practice relevant to the Club and the United Arab Emirates.
- 18.2 Members and their guests must, at all times, treat all other Members and guests with the utmost respect and shall not carry out any act or behaviour which may cause any disrepute to another Member, guest, the Club, the Company or the United Arab Emirates.
- 18.3 Members and their guests are required to be attired in a clean and tidy manner when in the Club, adhering to the dress code set out on the Club's website at www.theartsclub.ae/membership

- 18.4 No drunkenness, use of non-prescription drugs or illegal substances, gambling, bad language, violent or abusive behaviour, or other misconduct is permitted on the Club premises.
- 18.5 All Members shall, before leaving the Club premises, on each visit pay in full all charges incurred by them and/or their guests whether in respect of food, beverages or any other matter.
- 18.6 No Member or guest shall use the name or address, or colours, trade marks, photographs, trade dress, logo or other intellectual property or identifying feature(s) of the Club (the "Club Marks") in any (including but not limited to): advertisement, marketing material, invitation, prospectus or letter heading for business purposes save, with the prior written approval of the Secretary as to the specific use.
- 18.7 Each Member and its guests hereby expressly recognise that the Club Marks are the valid, unique and exclusive property of the Club and the Company.
- 18.8 No Member shall use the name or address of the Club in any correspondence or article which is intended for publication without the prior written approval of the Secretary.
- 18.9 No Member shall remove (except with the express permission of the Secretary) or damage or destroy any picture, item of furniture or other article (including without limitation: books, magazines and newspapers) being the property of the Company or Club.
- 18.10 In the event that a Member or guest of a Member causes damage to or destruction of any such property, then such Member shall be fully responsible for making good all loss suffered by the Club or Company as a result of such damage or destruction.

19. CONDUCT OF GUESTS

- 19.1 Members introducing guests are wholly responsible for the conduct of such guests. Members must ensure that their guests are made aware of and abide by the Rules, the Bye-Laws and the Privacy Notice (as amended from time to time). Members can face suspension and/or termination of membership if their guests violate the Rules, the Bye-Laws and/or the Privacy Notice.

19.2 A Member introducing guests will be responsible for ensuring full and prompt payment of the cost of all items consumed, ordered and/or used by their guests.

19.3 Guests may not remain in the Club once the host Member has left the Club premises.

20 . MEMBERS' PROPERTY

Property entrusted by a Member or their guest(s) to a member of Club staff for safe custody or for any other purpose, or left on the Club's premises, shall be entirely at the Member's/guest's (as appropriate) own risk, and neither the Company nor the Club nor any employees of the Club or the Company (when acting in the course of their employment) shall be liable for any loss of, or damage to, such property or for any consequential loss or damage of any description.

21 . RECIPROCAL ARRANGEMENTS

The Company shall be empowered to negotiate arrangements with other similar membership clubs on such terms as it thinks fit to enable Members to avail themselves of the facilities of any such club in return for such club making available its facilities to Members.

22 . RECIPROCAL MEMBERS

22.1 All members of clubs in respect of which reciprocal arrangements have been made pursuant to Rule 21 above ("Reciprocal Members") may use the Club in accordance with the terms of their club's respective reciprocal arrangements agreement in place with the Club.

22.2 Written confirmation from the Reciprocal Member's home club must be received 48 hours in advance of the Reciprocal Member being entitled to use the Club.

22.3 All Reciprocal Members shall be bound by the Rules and any Bye-Laws of the Club.

22.4 A Reciprocal Member may bring guests to the Club upon the same terms as Full Members.

22.6 Reciprocal Members must provide proof of their membership of the relevant reciprocal club and they must sign in the admission book details of such membership provided at the front desk at the Club and must provide the name(s) of any guest(s).

23 . COMPLAINTS

23.1 All complaints shall be made in writing to the Secretary.

23.2 A Member shall not personally reprimand a member of Club staff or any other Member or guest.

24 . EXHIBITIONS & CLUB EVENTS

24.1 On the occasion of any organised exhibition or event, exhibitors, persons accompanying them and persons invited by the Company or Secretary are entitled to the privileges of membership for the occasion, provided that:

- (a) no one admitted to the Club by virtue of this Rule may take part in the management of the Club or introduce guests;
- (b) persons admitted to the Club under this Rule are subject to the same Rules and Bye-Laws as the Members; and
- (c) the exhibition/event must be sanctioned by the Company or the Secretary.

25 . ALTERATION OF RULES AND BY-LAWS

25.1 These Rules may be revoked, supplemented or altered by the Company at any time provided that Members are given 14 days' notice of any such revocation, supplementation or alteration of these Rules.

25.2 These Bye-Laws may be revoked, supplemented or altered by the Company at any time with immediate effect.

26. LIABILITY OF THE COMPANY

- 26.1 The Company's liability to the Members and guests shall be limited in accordance with this Rule 26.
- 26.2 Subject to Rule 26.4 below, the Company shall only be liable for reasonably foreseeable loss or damage a Member suffers as a result of the Company failing to use reasonable care and skill or failing to comply with any relevant part of the Rules and/or the Bye-Laws (as appropriate). For the avoidance of doubt, the Company is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time of acceptance of a Member's membership, both the Company and that Member knew it might happen. For example, if the Member notified the Company during the application process. Members are responsible for notifying the Membership team of any medical condition that may affect their use of the Club and are responsible for managing their medical condition while using the Club.
- 26.3 Where the Company is liable to a Member under Rule 26.2 above, other than for failing to provide services with reasonable skill and care, the Company's liability is limited to the total subscription fee paid by that Member for the current membership year, except where Rule 26.4 applies.
- 26.4 The Company does not exclude or limit in any way its liability to Members or guests where it would be unlawful to do so. This includes liability for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of a Member's legal rights in relation to the services provided by the Company.
- 26.5 In no circumstances shall the Company be liable for business losses. The Club should not be used for any business purposes but if a Member does use the Club for any commercial or business purpose (in breach of the Rules and without the consent of the Company) the Company will have no liability for any loss of profit, loss of business, business interruption or loss of business opportunity.

27. GOVERNING LAW AND DISPUTES

- 27.1 These Rules and the Bye-Laws are governed by DIFC law.
- 27.2 Members, guests and the Company shall in good faith discuss any disputes arising out of or in connection with the Rules and the Bye-Laws, promptly following notice of such a dispute.

- 27.3 In the event that a dispute is not resolved within 60 days of the first notice thereof, the courts of the DIFC shall have exclusive jurisdiction upon application by the relevant Member and/or guest or the Company.

28. DISSOLUTION

In the event of dissolution of the Company or Club, the Members shall not have any right to, or claim upon, any property of the Company or Club, or be required to share in any discharge of its obligations, nor be entitled to any refund/reimbursement of annual subscription.

29. OTHER IMPORTANT RULES

- 29.1 The Company may transfer its rights and obligations under the Contract (which incorporates these Rules and the Bye-Laws) with each Member to someone else.
- 29.2 Nobody else has any rights under the Contract (which incorporates these Rules and the Bye-Laws) between the Company and each Member. No other person shall have any rights to enforce any of its terms.
- 29.3 If a court of competent jurisdiction finds any part of these Rules and/or the Bye-Laws illegal, the rest will continue in force. Each of the paragraphs of these Rules and the Bye-Laws operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 29.4 Even if the Company delays in enforcing the Contract (which incorporates these Rules and the Bye-Laws), it can still enforce it later. If the Company does not insist immediately that a Member does anything it is required to do under these Rules and/or the Bye-Laws, or if the Company delays in taking steps against a Member in respect of their breaking these Rules and/or the Bye-Laws, that will not mean that the Member does not have to do those things and it will not prevent the Company taking steps against that Member at a later date. For example, if a Member misses a payment and the Company does not chase that Member but continues to allow that Member access to the Club, the Company can still require that Member to make the payment at a later date.

30. BYE-LAWS

The Company may make Bye-Laws for the regulation and management of the Club ("Bye-Laws") and may amend or revoke any Bye-Laws so made at any time; but no Bye-Law shall be inconsistent with these Rules. In the event of any ambiguity or conflict arising between the terms of these Rules and the Bye-Laws, the terms of these Rules shall prevail.

31. BINDING EFFECT OF RULES AND BYE-LAWS

Every Member shall be bound by these Rules and any Bye-Laws and every Member shall ensure that all guests permitted to attend the Club in accordance with these Rules and/or Bye-Laws shall comply with these Rules and any Bye-Laws.

BYE-LAWS

1. ADMISSION

- (a) Members and guests will be admitted to the Members' areas of the Club during normal hours of admission as laid out on the Club website at www.theartsclub.ae
- (b) The Company may determine that on certain days Members may not be admitted to the Members' areas of the Club, including to provide for the closure of the Club on public holidays, for exclusive private hire, or for any other reason appearing to the Company to justify temporary closure.

2. BOOKINGS

- (a) All table reservations must be made through the reception of the Club or by telephone/email to the reservations office.
- (b) All bookings and cancellations for Club events, private parties and business events must be made through the reservations office.
- (c) Places for Club events will only be reserved or issued upon receipt of advance payment by credit or debit card.
- (d) Refunds in respect of any events, private parties and for business events booked by any Members will be governed by the relevant contract entered into between the relevant Member and the Club. In the event that such contract does not contain any provision(s) in respect of refunds, the refunds will only be made if cancellation is received by the office of the Secretary at least 48 hours before the relevant event.
- (e) Cancellations within 24 hours of the reservation date may be subject to a cancellation fee as determined by the Company from time to time.

3. CHILDREN

No child under the age of 18 will be admitted to the Club unless:

- (i) the prior permission of the Secretary or Manager on Duty is obtained; or
- (ii) it is on a Saturday or Sunday or on a public holiday in the UAE and between the hours of 8.00am - 5pm for those under 12, and from 8.00am - 9pm for those aged 12 - 17, and such child is accompanied by a Member (who is their parent or guardian).

4 . CLOAKROOM

- (a) Overcoats, briefcases, large portfolios, parcels and bags must be left in the cloakroom without exception and are left entirely at a Member's own risk.
- (b) Luggage is not permitted to be stored in the cloakroom or anywhere else in the Club.

5 . CONSUMABLES

Subject to paragraph 6 of these Bye-Laws, no food or drink shall be consumed in the Club or cigars smoked in the Cigar Bar unless purchased from the Club.

6 . DRESS CODE

Members and guests must be appropriately attired at all times. The Secretary's decision is final in all matters relating to dress. More detail can be found on the Club's website:
www.theartsclub.ae/membership

7 . DRUGS AND ILLEGAL SUBSTANCES

- (a) Any Member or guest found or suspected to be in possession of such non-prescription drugs or illegal substances will be ejected and reported to the police.
- (b) Any Member found to be or suspected to be consuming or bringing any non-prescription drugs or illegal substances onto the Club's premises, or whose guest is found guilty of or is suspected to be guilty of such acts, will have their membership terminated with immediate effect.

8 . GAMING

No gambling, betting, wagering or similar games shall take place on the Club premises, nor shall any game of hazard or chance be played. Any Member or guest found or suspected to be guilty of such acts will be ejected and reported to the police and will have their membership terminated with immediate effect.

9 . GUESTS

- (a) Members may introduce guests who have attained the age of 21 years.

- (b) Only guests who have attained the age of 21 years may have access to the Late-night Lounge.
- (c) A Member may entertain up to 5 guests as allowed by the Club (at its discretion) on any visit unless a private party or dining reservation has been confirmed in advance with the Secretary.
- (d) A guest entering the Club must be accompanied by a Member and may not be separated from the Member whilst in the Club. Guests may not remain in the Club in the absence of the host Member.
- (e) If a Member wishes to entertain and introduce more than five guests per day, prior arrangements must be made with the Secretary or manager on duty.
- (f) Members shall make these guests aware of the Privacy Notice at all times.
- (g) Each guest must be signed in by the host Member.
- (h) Guests who arrive at the Club in advance of their host Member will be asked to wait in reception, or an area designated by the Club/ reception staff, until the Member arrives to sign them in.
- (i) If any guest, in the sole opinion of the Secretary, makes excessive use of the Club, the Secretary shall have the power to direct that such guest is not admitted to the Club for such period as the Secretary may determine.
- (j) Any guest who breaks or does not comply with the Rules and/or the Bye-Laws or who the Executive Committee deems unfit to visit the Club or where the Executive Committee deems that such guest's conduct (in the Executive Committee's sole opinion) might be injurious to the character and interests of the character, interests or reputation of the Club may be banned from the Club premises and no reason will be given.
- (k) The following may not be admitted as guests at any time:
 - (i) former Members who have been expelled or who have been asked to resign;
 - (ii) Members who are under suspension of breaching the Rules or the Bye-Laws; and
 - (iii) guests who have been previously been expelled/removed from the Club.

10. SALE OF ALCOHOL

The sale and consumption of alcohol shall only be permitted in accordance with the licensing laws and regulations in force from time to time as may be applicable to the Club.

11. MOBILE DEVICES

- (a) Laptop computers, mobile telephones and business papers may be used in the Club up until 7.00pm (other than in the Dining Rooms where such devices and/or papers are not permitted at any time) but not in a manner irritating to other Members.
- (b) Mobile devices must be set to silent, meeting or vibrate mode at all times.
- (c) Members or their guests who cause nuisance in such manner will have their equipment confiscated and may be asked to leave the Club.

12. NEIGHBOURS & NOISE

In consideration of the Club's neighbours, Members are required to show respect for the Club's neighbours at all times with regards to noise and courtesy and ensure that their guests do likewise, particularly in outside areas of the Club (terraces, etc.) and during the holy month of Ramadan. Members must fully cooperate with any requests made by the Club's staff in this regard and ensure that their guests do likewise. Members must leave the premises quietly at all times and ensure the quiet departure of their guests. Any failure to comply will be referred to and addressed by the management.

13. PHOTOGRAPHY & VIDEOGRAPHY

The taking of photographs or video footage within the Club is not permitted, this includes for social media purposes. Members may take photographs and video footage within the private dining rooms, with the permission of the management and the persons featured, which is in line with local law.

14. POST

The Company and the Club will not accept responsibility for post received or delivered to the Club premises on behalf of a Member.

Letters and parcels will not be forwarded to a Member's private address or any other address.

15. PRIVACY

- (a) The Club's Privacy Notice, which is available at www.theartsclub.ae, sets out the terms on which the Club processes any personal data of Members (or their guests), or that Members (or their guests) provide to the Club or Company.
- (b) The Club respects the privacy of its Members and their guests and requires that each Member and their guests do the same. The Club has a strict "no press" policy. Members and their guests may not disclose, publish, identify or discuss, in any form or any medium (including on any social media, networking or other platform) any matter or event relating to any other Member or their guests, or be relating to any private event or Member event held at, or organised by the Club, or which was seen or heard in any part of the Club (including the nightclub, or other areas or facilities), without the express prior written consent of both the Company and the Members and other individuals concerned in each case.
- (c) The identity of Members and their guests is strictly confidential. Members and their guests must refrain from identifying any Members or their guests without the express prior written consent of both the Company and the Members and other individuals concerned in each case.

16. SMOKING

- (a) Smoking is only permitted in areas of the Club as prescribed by the Company and any applicable laws and regulations. Members are asked to be considerate to others.
- (b) E-cigarettes and 'vapes' are only permitted in areas of the Club as prescribed by the Company. Devices that produce an excessive amount of vapour are not permitted.

17. MEMBERSHIP CARDS

Members will be issued with a unique membership card. Members should keep this card safe and present it each time they arrive at the Club, and when settling any bills.

Members must sign the back of their membership card and cards may only be used by the authorised signatory.

Cards are non-transferable and giving them to another Members or a non-Member will be considered as a breach of the Club Rules & Bye Laws.

The Club may charge a small nominal fee for replacement membership cards.

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