

A S T O N S
CLUB & LOUNGE

CLUB RULE BOOK

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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 “**Astons Club & Lounge**” and it is located at 30-32 High Street, Bedford, MK43 8HQ (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 club, run on commercial principles, for the purpose of facilitating social interaction.

3. DEFINITIONS & PRIMARY CONCEPTS

3.1 The Club is a proprietary club, the proprietor of the Club being RKB Limited (the “Company”). The Company is a private company limited by shares incorporated in England with Company number 10653422. 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 in the Company nor to participate in any voting or other shareholder matters of the Company.

3.2 The Club premises are situated at 30-32 High Street Bedford, MK40 1SP.

3.3 The Company is responsible for providing the Club with premises and all necessary facilities for carrying on the Club in accordance with the 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 for the club annual membership and beverage charges and any fees in respect of any events booked or attended by a Member for which fees are excluded.

3.5 For the purposes of these Rules:

- (a) “**Board**” means the board of directors of the Company from time to time;
- (b) “**Club**” shall have the meaning given to it in Rule 1
- (c) “**Director**” means a member of the board of directors from time to time;
- (d) “**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
- (e) “**Nightclub**” means the nightclub area of the Club (whole Club)
- (f) “**Secretary**” means the Clubs Reception Manager

3.6 If the Company has to contact a Member it will do 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

4. MEMBERSHIP

4.1 Members consist of Full Members, there are no temporary members.

4.2 Every candidate for membership must be at least 30 years of age.

4.3 The Company may from time to time add additional categories of membership or amend the conditions attaching 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.

4.4 Each Member shall enjoy equal rights and privileges of the Club subject to the provisions of these Rules.

4.5 The Membership acts as a reward system to honor our Members with various benefits.

5. MEMBERS

5.1 The criteria/requirements for each classification of Member shall be as follows:
Full Member: 30 years of age or above on the date the application form is received by the Committee with a UK address.

5.2 Members will be approved subject to them abiding by the Club Rules.

6. MEMBERSHIP FEE

6.1 The annual membership fee shall be such amount as the Company shall determine, and shall be payable annually on such date as determined by the Company.

6.2 The Company may apply an increase on any rate of annual membership fee 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.

6.3 If a Member shall for any reason cease to be a Member before the whole of the annual fee for the current year shall have been paid, then the unpaid balance shall immediately become payable.

6.4 If a Member, having paid the annual fee in advance for the relevant year, shall for any reason cease to be a Member before the expiry of that year, he shall not be entitled to be reimbursed any part of that annual fee.

6.5 The Company may however, at its absolute discretion, waive or reduce the subscription of any Member or former Member.

6.6 In the event of a former Member applying to rejoin the Club the Company may waive the joining fee and may apply the current annual fee rate applicable.

6.7 Current rates of membership fees for Members shall be available on the Club's website for inspection.

6.8 Except as otherwise decided by the Company every Member shall complete and deliver to the Secretary/ online form, and when required renew and at all times keep in existence, a valid Direct Debit Mandate, in order to provide for payment of their membership fee and any other charges due pursuant to their membership & these Rules.

6.9 If a Member fails to pay any amount due from them to the Company or the Club within 30 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.

6.10 Membership fees can be paid at reception or online via the website. Members are required to provide information such as (a) names, (b) email address, (c) dob, (d) address, (e) phone number. Members will pay an outstanding fee for the duration of 1 year.

7. RENEWALS

7.1 Renewal dates or annual membership fees are set on the first day of the month of election as a Member and recur annually, unless the Company determines otherwise.

7.2 Membership Renewals are not automatic and are reviewed annually by the Company. The Company's decision is final and may be not be appealed. No reason for terminating or not renewing a membership shall be given.

7.3 If a Member fails to pay any amount due from him to the Company or Club within 30 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. By completing and submitting your application for membership, you agree to be bound by the house rules.

8. MEMBERS' ADDRESSES

Every Member shall promptly inform the Secretary/ Company of any change of their address or their email or other contact details, or of their bankers.

9. MEMBERSHIP PROFILE

9.1. It is important we have your current details including a photograph taken at reception, so cards are not passed around and the member can be clearly identified. By becoming a member of Astons, you agree that we can hold your personal details and a photograph of you for us to use in connection with your membership.

9.2 Members can access their online portal via the website to change any contact information & view the benefits they have access to.

10. RESIGNATION OF MEMBERSHIP

10.1. Should you wish to resign your membership part way through the year no refunds will be given.

11. MEMBERSHIP CARDS

11.1. All membership cards are handed out once a member has completed their application. Members will be asked to present their membership cards upon arrival.

11.2. Should any member allow his or her card to be used by a non-member, such non-member will be denied access to, or removed from The Club and the member whose card is used may face suspension or termination of their own membership.

Please notify us immediately if your card is lost or stolen.

12. ADMISSION

12.1 Members and guests 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.

12.2 Members must accompany guests & are responsible for the conduct of their guests and must ensure guests abide by the Rules, the Bye-Laws and the Privacy Policy.

12.3 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 at Christmas, on bank holidays, staff holidays, for exclusive private hire or for any reason at the absolute discretion of the Company which justifies temporary closure.

12.4 The Company or Secretary may refuse admission to the Club to any person in their absolute discretion and without giving any reason.

12.5 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.

(c) rescind a Member's membership without providing a reason.

13. DISCIPLINE OF & EXPULSION OF MEMBERS

13.1 A Member may resign their membership at any time by letter or email delivered to the Club's address as shown on the Club's website.

13.2 The Company or Secretary may expel any Member or guest for breach of the Rules at any time.

13.3 A Member's membership, and/or admission to the Club's premises, may be suspended or terminated at any 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 behavior. During such period of investigation the Club may suspend the Member's membership.

13.4 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 13.3 and/ or has failed to justify or explain this conduct or behavior satisfactorily, it may either expel or suspend the offender at its absolute discretion. The Member shall be disbarred from the Club while so suspended from membership.

13.5 Nothing in these Rules shall prevent the Company or Secretary from requesting a Member to resign and if such a request is complied with within fourteen days, no resolution of expulsion shall be proposed.

13.6 An expelled or suspended Member, or a Member that is requested to resign, may not return to the Club as a guest.

13.7 A Member expelled from the Club forfeits all the privileges of membership without any entitlement to a claim for any refund of the membership fee. The Company has a no refund policy.

13.8 In all matters of Club discipline the decision of the Committee and/or Company is final.

14. CONDUCT OF MEMBERS

14.1 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.astons-bedford.co.uk

14.2 No drunkenness, bad language, violent or abusive behavior, or other misconduct is permitted on the Club premises.

14.3 All Members shall before leaving the Club premises on each visit pay in full all charges incurred by them or their guests.

14.4 No Member or guest shall use the name or address, or colors, trademarks, photographs, trade dress, logo or other 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 without the Company's consent.

14.5 No Member shall remove or damage or destroy any picture, item of furniture or other article (including menus) being the property of the Company or Club.

14.6 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.

15. CONDUCT OF GUESTS

15.1 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 and the Privacy Policy. Members can face suspension and/or termination of membership if their guests violate the Rules and the Privacy Policy.

15.2 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.

15.3 Guests may not remain in the Club once the sponsoring Member has left the Club premises or departed to their hotel bedroom.

16. COMPLAINTS

16.1 All complaints shall be made in writing to the Secretary

16.2 A Member shall not personally reprimand a member of Club staff.

17. ENTERTAINMENT AND CLUB EVENTS

17.1 On the occasion of any organised exhibition or event, exhibitors, persons accompanying them, persons invited by the Company 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;
- (c) The exhibition/event must be sanctioned by the Company or the Secretary.

18. ALTERATION OF RULES AND BYE-LAWS

These Rules may be revoked, supplemented or altered by the Company at any time provided that Members would be given 14 days' notice of any such revocation, supplementation or alteration of these Rules and/or Bye-Laws (as appropriate) and each Member may terminate their membership before the changes take effect by notifying the Company, and they will receive a refund of the proportion of the membership fee.

19. LIABILITY OF THE COMPANY

- (a) If the Company fails to comply with these Rules, it is responsible for loss or damage a Member suffers that is a foreseeable result of the Company breaking these

Rules and/or the Bye-laws (as appropriate) or failing to use reasonable care and skill, but the Company is not responsible for any loss or damage that is not foreseeable.

(b) Where the Company is liable to a Member under these Rules, other than for failing to provide services with reasonable skill and care, the Company's liability is limited to the total membership fee paid by that Member for the current membership year.

(c) The Company does not exclude or limit in any way its liability to Members 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; for breach of a Member's legal rights in relation to the services provided by the Company.

(d) The Company is not liable for business losses. If a Member uses the Club for any commercial or business purpose the Company will have no liability for any loss of profit, loss of business, business interruption or loss of business opportunity.

20. DISPUTES

Any dispute which may arise as to the meaning or interpretation of these Rules will be handled by the Clubs security officers.

21. OTHER IMPORTANT RULES

21.1 The Company may transfer its rights and obligations under its contract (which incorporates these Rules) with each Member to someone else. A Member needs the Company's consent to transfer their rights to someone else and may only transfer their rights or their obligations under these Rules to another person if the Company agrees to this in writing. More can be found in the Privacy Policy.

21.2 Even if the Company delays in enforcing this 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 or if the Company delays in taking steps against a Member in respect of its breaking these

Rules, 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.

22. BOOKINGS

(a) All table reservations must be made through the reception of the Club or online via the website or our Facebook/ Instagram.

(b) All bookings and cancellations for Club events, private parties and business events must be made through the office of the Secretary.

(c) Members can book up certain sections of the Club depending on the number of guests they have. Members can also request any special celebrations.

(d) Cancellations within 24 hours of the reservation date may be subject to a cancellation fee as determined by the Company from time to time.

23. CLOAKROOM

(a) Overcoats, umbrellas, briefcases, large portfolios, parcels and bags must be left in the cloakroom without exception and are left entirely at a Member's own risk.

24. DRESS CODE

(a) Members, guests and strangers 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.astons-bedford.co.uk

(b) There is a very strict dress code to fulfill the brand ethos, there is to be; no tracksuits, no caps, no sports trainers & no gym wear is permitted in the club. Smart blazers, shirt, shoes, heels is the appropriate attire.

25. DRUGS & ILLEGAL SUBSTANCES

(a) Non-prescription drugs are not permitted on the Club's premises at any time. The consumption, possession and/or distribution of illegal substances by whatever means is strictly prohibited and any Member or guest found or suspected to be in possession of such substances will be ejected and reported to the police.

(b) Any Member found guilty of or suspected to be consuming or bringing 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.

26. GUESTS

(a) A Member may entertain a guest on any visit unless a private party or dining reservation has been confirmed in advance with the Secretary.

(b) 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.

(c) Members shall make these guests aware of the Privacy Notice at all times.

(d) Each guest must be signed in by the host Member.

(e) Guests who arrive at the Club in advance of their host Member will be asked to wait in the front hall or an area designated by the Club/reception staff until the Member arrives to sign them in.

(f) Any guest who breaks or does not comply with the Rules will be banned from the venue.

(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; and guests who have been previously been expelled/removed from the Club.
- (l) Guests are limited and must be registered at reception upon arrival at the Club, providing the duty manager with a valid proof of identification. Guests will be expected to sign in the admission book on the front desk.

27. LICENSE - SALE & SUPPLY OF ALCOHOL

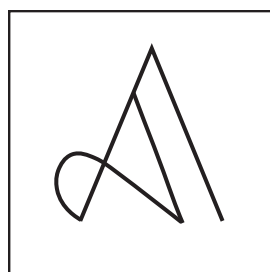
Liquor may be supplied to Members and their guests for consumption on the premises. The consumption of alcohol will be permitted during the general licensing hours in force subject to such extensions as may be available to the Club.

28. PRIVACY

The Club's Privacy Notice, which is available at www.astons-bedford.co.uk, sets out the terms on which the Club processes any personal data of Members (or their guests) provided to the Club or Company.

29. SMOKING

Smoking is not permitted inside the Club. There is a designated smoking Garden where Members are allowed to smoke. Smoking inside will lead to expulsion.



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