



The Gresham Club

Members Charter

- 1. THE MEMBERS' CHARTER / CLUB RULES.** These rules are made and are subject to Article 18 of the Articles of Association of **The City of London Gresham Club Limited**, Company Number: 11587966 (known hereunder as "the Club"), dated **18th May 2023**. They set out the terms and conditions of membership and have been created to safeguard the use and enjoyment of the Club by its members and their guests.
- 2. THE CLUB.** The City of London Gresham Club Limited is a private company limited by guarantee without share capital. The liability of any active member is limited to the sum of £1 in the event of a winding up under Article 3 of the Articles of Association. The Club is run by the members for the members. The Club reserves the right to charge members a joining fee, an annual subscription fee and an admission fee to Club events from time to time. The right to amend or waive any such fees or subscriptions shall be at the Club's sole discretion. This Club is constituted for the furtherance of the original Gresham Club founded in 1843 as a "dining club for the professional classes of the City of London" and in particular, the aim is to provide the members the opportunity for business and social interaction, enjoyment of one another's company and for the promotion of camaraderie. We espouse "The City Code" of honour, integrity, professionalism and non-circumvention.
- 3. RIGHTS AND PRIVILEGES OF MEMBERSHIP.** As a member, you will be entitled to all the rights and privileges of the Club and you will be bound by these rules but shall have no proprietary rights in any of the premises or in respect of property of the Club. Upon acceptance of your membership, you agree to abide by the rules, bylaws and regulations of the Club. Membership of the Club requires adherence to the Club's accepted standards of conduct.
- 4. MEMBERSHIP DATABASE.** For statutory reporting purposes, the company must record your current contact details in its membership database. You are deemed to be a member of the Club if your status is recorded as "Active" on the database and the commencement of your membership is deemed to be as recorded on the database, which will normally be the date on which you applied for membership.

If your contact or payment details change, please update them on our membership management system (Joinit) or let the Club Secretary (or the person appointed to manage membership services) know your new details. Please note that if you unsubscribe to emails from the Club, you will not receive notifications of events. The membership database is strictly controlled and operates under the provisions of the General Data Protection Regulation 2018. Your membership details will not be accessible publicly.

5. INTRODUCING NEW MEMBERS. You are encouraged to propose new applicants to join the Club. It is your responsibility to ensure that anyone you propose is over the age of 18 years, of good standing and is familiar with the Members' Charter. Your candidate must be seconded by one of the current Board of Directors, after obtaining that director's agreement. Membership applications can be made via the company website at <https://thegresham.club>. The first year's membership fee is payable on application. The Board of Directors meets monthly and reviews new membership applications. We are delighted to welcome members of all genders, ethnicities and professions. Acceptance as a member of the Club is at the sole discretion of the Board of Directors. The decision of the Board of Directors is final and without appeal, and no reason will be given for a refusal. In the event of a refusal, the first year's fee will be refunded in full.

6. ANNUAL MEMBERSHIP RENEWAL. Auto-renewal annually via credit or debit card is a condition of membership. The membership renewal fee is reviewed by the Board of Directors on an annual basis and will be charged automatically to your payment card at the prevailing rate on the anniversary of your initial application. Notice of renewal will be sent to your registered email address 30 days before the renewal date. A link will be provided to allow you to update or cancel your payment details.

It is your responsibility to ensure that your payment card details are kept up to date. In the event of an auto-renewal failure, a notice will be sent to your registered email address with a link to allow you to update or cancel your payment details. Other reasonable steps may be taken to contact you if we receive no response. The membership management system (Joinit) will automatically make further attempts to request payment over the following three weeks following which, if payment has not been successful, your membership of the Club shall expire, along with any associated rights and membership privileges.

7. CANCELLING YOUR MEMBERSHIP APPLICATION. You may withdraw your application and receive a refund of your membership fee at any time up to 14 days after your membership is accepted. After this time, the membership fee will not be refundable. Should you wish to withdraw your application, please contact the Club Secretary.

8. TERMINATING YOUR MEMBERSHIP. The Club reserves the right to terminate your membership at any time, subject to the ratification of the Board of Directors. An appeal against termination may be made in writing to the Board within 30 days. You may resign by giving 30 days notice in writing to the Club Secretary. Following your resignation, any unpaid portion of the annual subscription fee will still be due and no refunds will be given (subject to Clause 7). Cancelling your payment card instructions is not sufficient notification for resigning your membership.

9. CHILDREN. The Gresham Club is designed for adults only. It is your responsibility to ensure that your guests are over the age of 18 years. Guests may be asked for proof of age on arrival and entry to a Club event may be refused to any guest who is unable to provide proof of age.

- 10. DRESS CODE.** Our Club lunches are formal events which we treasure. The appropriate dress code is stated for all Club events. The Club dress code should be considered a minimum standard and supersedes a lesser standard required at a venue that we attend as a Club. The usual requirement for members and guests is a suit or jacket with a shirt, collar and tie or the female equivalent. You are responsible for ensuring that your guests abide by the Club dress code.
- 11. GUESTS.** You are permitted to invite guests to most Club events. Guidance will be provided on a limit to the number of guests you can bring to an event but it is recommended that you seek approval from the event organiser if you intend to invite more than 2 guests. All guests should be identified in advance by name. Members have first refusal on seats. Guest tickets are charged a small premium.
- 12. PRIVACY FOR MEMBERS AND GUESTS.** Members and their guests must not approach, disturb or solicit others with whom they are not personally acquainted. Doing so may lead to disciplinary action under Clause 18.
- 13. MOBILE PHONES.** To protect the privacy of members and ensure a relaxed atmosphere, you and your guests must not take or make phone calls at a Club event. Please go outside or to a designated area if your need is urgent. It is your responsibility to acquaint your guests with the phone policy.
- 14. CAMERAS and RECORDING DEVICES.** We understand the desire to take photographs and videos with your mobile phone or camera when at Club events. We urge you to refrain from doing so and if you do, you must ensure that you have the permission of ALL who may be identifiable in your recording. You are responsible for ensuring that your guests also abide by this rule.
- By attending or participating in the event, participants are deemed to have provided their implied consent for the recording and capture of their identifiable information. The Club will employ reasonable measures to protect the identifiable information captured during events from unauthorized access or misuse.
- 15. PUBLISHING IDENTIFIABLE INFORMATION.** The Club has a strict "no press" policy. Under NO circumstances should you publish or cause to be published any content which may lead to the identity of any Club member or guest becoming known on any publicly accessible media - texts, photographs, videos or audio recordings - without the express permission of ALL those who appear in the feed. You and your guests must NOT disclose or cause to be disclosed a description of activities at any Club event which may harm the reputation of the Club.
- 16. ILLEGAL SUBSTANCES.** No Member or guest shall possess, consume, purchase or distribute illegal substances while attending Club events (or attempt to do any of the same). Members found to be in breach of this rule will have their membership terminated immediately and their guests will receive a lifetime ban from attending any further Club events.
- 17. BOOKINGS.** All charges must be settled in full before an event. There are no credit facilities. Members are responsible for their guests' bills if they are not paid. To

provide a good service and to operate efficiently the Club needs advance bookings for meals and events. Please book no later than the date specified in the event notice. It may not be possible to accept bookings after that date. We welcome bookings well in advance but in doing so we also recognise that plans and circumstances can change. If you are unable to attend a booked event, the Club usually accepts cancellations but we cannot guarantee a refund if you cancel after the closing date for ticket sales. Failure to cancel will result in a charge for booked events that you do not attend.

18. COMPLAINTS & DISCIPLINARY PROCEDURE. Complaints against a Member shall be handled in accordance with our Complaints and Disciplinary procedure, a copy of which may be obtained from the Club Secretary. Conduct that is prejudicial to the reputation and/or character of The Gresham Club may result in the suspension or expulsion of a Member. Such conduct may include but is not restricted to improper, violent or abusive behaviour, the unauthorised communication of information concerning the Club affairs or members or their guests to the media, a serious or repeated failure by a Member (or any of their guests) to abide by the standards of conduct and the rules of the Club, or the provision by a Member of materially false or misleading information when applying for membership. Any Member or members who remove, damage or destroy any property belonging to The Gresham Club or to members or to guests on the premises will be liable for the full replacement cost and to expulsion. An expelled Member will have their membership terminated and may not return to the Club as a guest nor reapply to become a Member. A partial refund of the expelled Member's subscription will be at the discretion of The Gresham Club.

19. CONFIDENTIALITY. The Club complies with the General Data Protection Regulation 2018. All personal information concerning members and their guests will be maintained in strict confidence. A copy of our Privacy policy is on the [Privacy](#) page of our website.

20. APPOINTMENT OF DIRECTORS. Directors are appointed under and subject to Articles 4 to 8 of the Articles of Association of the Club. A formal declaration of good standing must be completed before a director can be appointed.

The tenure of the directors of the club lasts for 3 years, or any other such time as may be agreed, after which the membership may reappoint them or appoint others. To qualify for appointment as a director, a candidate must have been an active member of the Club for a period of at least 12 months prior to the date of their appointment and must be proposed by two Club members, each of whom must have been active members of the Club for 12 months at the date of their nomination of the candidate.

21. INTERPRETATION OF THE RULES. In the event of any dispute arising as to the meaning or interpretation of these rules, the matter shall be referred to the Board of Directors, the decision of which shall be final. These rules shall be governed and construed in accordance with English law and members agree to submit to the exclusive jurisdiction of the courts of England.

22. AMENDMENTS TO THE RULES OF THE CLUB. The Board may change the rules of the Club by displaying a notification of the change on the Club's website for a period of 7 days.

23. LOYAL TOASTS. Members are requested not to leave the table during lunches for the purposes of smoking before the Loyal Toast.

**Adopted by the Board of Directors of The City of London Gresham Club
on 18th May 2023**