



TERMS AND CONDITIONS

RULES OF MEMBERSHIP

1 THE CLUB

1.1 The name of the club is Chelsea Yacht Club (the “Club”). The Club is a private members club, hosted on two boats (each with a capacity for fifteen [15] people to include crew), which are operational on the River Thames and which are moored at Cadogan Pier (the “Boats”).

1.2 The purpose of the Club is to provide entertainment and networking opportunities for private members and their guests. In particular, the Club will offer to members and their guests the opportunity to charter a Boat(s) to travel to and from a pre- arranged destination, during which food and drinks can be served.

2 OWNER

2.1 The Club is owned by BYSC Limited (registered in England and Wales with company number 10001290) (the “Owner”) and is operated by Chelsea Yacht Club Limited (registered in England and Wales with company number 10006211) (the “Operator”), both of Congress House 14 Lyon Road Harrow Middlesex HA1 2EN

2.2 The Operator is responsible for providing the Club and all associated facilities necessary for carrying on the Club (including without limitation, the Boats).

2.3 The Owner and/or the Operator will nominate the membership committee from time to time (“the “Membership Committee”). The Membership Committee will exercise the powers granted pursuant to these rules and any other powers granted to it from time to time by the Owner or the Operator.

3 MEMBERSHIP

3.1 The Club membership will consist of members who will be selected in accordance with the following section (the "Members", and "Membership" will be construed accordingly).

3.2 These Club rules will apply to all Members and their guests and the Member agrees to, and will procure that each of its guests will, observe these rules at all times.

3.3 The Club and/or the Membership Committee reserves the right to amend these rules at any time by posting a revised version on the Club's website. The Club advises all Members to check the Club's website regularly for any updates to these rules.

3.4 To be eligible for Membership, a candidate must be eighteen [18] years of age or over. Membership is open to applicants on a non-discriminatory basis. Every candidate applying for Membership must be proposed by two [2] existing Members.

3.5 Candidates must apply for Membership using the Membership application form which must be fully completed and returned to the Club. All applications will be considered by the Membership Committee, which sits once a month, and will have sole discretion in determining whether or not to accept an application. The Membership Committee is not obliged to provide any feedback on any unsuccessful application.

3.6 Upon mutual acceptance by the Membership Committee, the candidate will be notified of their successful application by the Club. The candidate must then pay the applicable Membership fee within seven [7] days of the candidate receiving notice of acceptance. Candidates will become Members from the date of their notification of membership and will become immediately entitled to the Membership benefits of the Club as of that date.

3.7 All Members must pay an annual Membership fee to Chelsea Yacht Club Limited using the following bank account details (or to such other recipient and/or bank account as may be specified by the Club to the Members from time to time): Sort Code: 20-35-93 Account Number: 90082325

3.8 The level of the joining fee and the annual Membership fee is determined by the Membership Committee, from time to time, at its sole discretion.

3.9 If a Member fails to make any payment due within thirty [30] days from the due date, the Membership Committee may suspend or terminate the Member's Membership.

3.10 Membership is personal to a Member and is non-transferable.

3.11 Save in respect of any loss or damage caused by any acts or omissions of a Member in breach of these rules (for which the relevant Member's liability shall be unlimited), a Member's liability is limited to their joining fee, annual Membership fee and the cost of all food, drink and entertainment on the Boats.

3.12 All Members will be invited to join their fellow Members for Club Events.

3.13 A Member may resign his or her Membership at any time by notice in writing to the Membership Committee, in which case the Member will not be entitled to any refund of their joining fee or annual Membership fee (as applicable).

3.14 Subject to payment of the annual Membership fee pursuant to clause 3.7 above, Membership will be renewed automatically for a further twelve [12] months on each anniversary of the relevant Member's Membership Commencement Date.

4 GUESTS

4.1 To admit a guest to the Club, the Member must sign-in all guests who will be on-board the Boat(s) during the cruise. Each Member may admit up to eleven guests [11], in **total twelve [12] people maximum for each cruise.**

4.2 A Member is not permitted to bring as a guest any previous Member whose Membership was terminated by the Membership Committee or any candidate for Membership whose application was unsuccessful.

4.3 Guests are not permitted to use the Club at any time when their supporting Member is not using the Club.

4.4 No pets allowed.

5 ADMISSION

5.1 Members must book the Boat(s) using the booking facility on the Club Website, or by contacting the Club's Event Manager at least 72 hours in advance during office hours Monday-Friday 10am-6pm.

5.2 Payment must be made in full before any usage of the Boat commences and such payment shall be non-refundable.

5.3 Subject to availability, the Boats can be booked for either:

5.3.1 'A Trip' - a period of three (3) hours (2.5 consecutive hours out on the water); or

5.3.2 'An Extended Trip' - a period of six (6) hours (5.0 consecutive hours out on the water).

5.3.3 Any usage over the allotted booking time will be charged as 'Additional Hour(s)' (see Membership and Additional Costs).

5.3.4 Two hostesses are provided for all trips. However, should there be five [5] guests or fewer without dining on board the Boats, only one [1] Hostess will be provided for these trips.

5.4 The Boats (or either one of them) will not be available to book at any time during which maintenance works are being carried out. The Club will endeavour to ensure as far as reasonably practicable that annual maintenance of the Boats is scheduled in or around the months of January and February each year and that one Boat remains available during any period of maintenance on the other Boat. However, this cannot be guaranteed. In addition, the Club may (at its sole discretion) decide the availability of the Boats during any day which is a Bank Holiday in England.

5.5 The Membership Committee and/or the Boat's captain may refuse a Member access to the Club at any time, without giving the Member a reason for such refusal.

6 CANCELLATION POLICY

6.1 Bookings must be made at least 72 hours in advance of any trip during office hours Monday-Friday 10am-6pm. Any cancellations within 48 hours of departure will be charged 50% of the booking. Any cancellations made within 24 hours will be subject to 100% booking fee.

6.2 In the case of a Force Majeure or if CYC has to cancel a booking due to unforeseen circumstances, Members will receive a credit for another trip.

7 USE OF THE CLUB

7.1 Members and their guests must dress respectably when using the Club, in accordance with any direction from the Club or the Boat's captain and in accordance with the following dress code:
Footwear: Deck shoes or soft sole shoes are required at all times.

7.2 Members and their guests must abide by all health and safety instructions notified to them by the Club, the Membership Committee and/or the Boat's captain.

7.3 The Boat's captain reserves the right to stop the Boat and require a Member or their guest to disembark if such individual is acting in such a way that the Boat's captain believes (in his sole discretion) could jeopardise the safety of that individual or anyone else on the Boat.

7.4 The Boat's captain has complete and sole discretion to decide any other conduct requirements of the Members on board the Boat(s) which the Members must comply with at all times.

7.5 Any property brought into the Club by any Member will be at the sole risk of that Member or their guest (as applicable) and the Owner, the Operator, the Club, and the Boat's captain will have no liability whatsoever for any loss or damage to any such property.

7.6 No Member or guest will use the name, address, logo or other branding of the Club in any material intended for business use or publication without the prior written consent of the Owner or the Operator.

8 MEMBER CODE OF CONDUCT

8.1 Members and their guests are expected to conduct themselves in a courteous and polite manner at all times when in the Club, in dealings with all members of staff (including the Boat's captain) as well as other Members and their guests.

8.2 No drunkenness, foul language, violence, discrimination or other misconduct is permitted in the Club.

8.3 No illegal betting or gambling in the Club.

8.4 No acting in any way (inside or outside of the Club) which may, in the sole opinion of the Membership Committee, the Owner or the Operator, damage the reputation of the Club or any of its Members.

8.5 No wilfully removing, destroying or damaging of any contents or fixtures or fittings on the Boats, or of any property belonging to the Club or another Member or one of their guests.

9 EXPULSION

9.1 Failure to abide by any of the Club's Code of Conduct (7), will result in expulsion from the Club.

9.2 Any expelled Member will lose all Membership benefits and will not be entitled to any refund of any fees paid.

10 PERSONAL DATA AND SECURITY

10.1 The [Owner/Operator/Club] is registered as a data controller pursuant to the Data Protection Act 2018 (the "Data Controller"). Any personal data collected about a Member and their guests will be collected and processed by the Data Controller in accordance with the Club's Privacy Policy. By becoming a Member, each Member consents to the processing of their personal data in accordance with the Privacy Policy and will ensure that all of their guests are made aware of the Privacy Policy and consent to the same.

10.2 Members will keep all Membership passwords, login details and any other confidential information about the Club secure and private and will not share such details with any third parties. Members will be liable for any loss or damage caused by any unauthorised access.

10.3 Members are responsible for keeping the Club notified of any changes to their personal details.

11 LIABILITY

To the fullest extent permitted by law, the Club, the Owner, the Operator, the Membership Committee and the Boat's captain disclaim all liability in connection with any loss or injury suffered by a Member or a Member's guest in connection with their Membership or use of the Club whilst on board the boats.

12 DISPUTES

12.1 Any dispute arising in relation to these Club rules, any Membership or otherwise in connection with the Club will be referred to the Membership Committee. The decision of the Membership Committee shall be final.

12.2 All complaints must be made in writing for the attention of the Membership Committee to Chelsea Yacht Club, 38 Elizabeth Street, London SW1W 9NZ or info@cyc.london

To be signed by Member on acceptance into The Club

SIGNED

DATED