



Cloud Twelve
NOTTING HILL CLUB

RULES OF THE CLUB

1. **NAME** The name of the Club is Cloud Twelve Notting Hill Club
2. **OBJECT OF THE CLUB** The objective of Cloud Twelve Notting Hill Club is to provide five departmental commercial services and amenities within the Club. For the purpose of facilitating a social and recreational environment with a specific interest in family lifestyles, sustainability, general health and wellbeing within the realm of a toxin free organic and plant based philosophy.
3. **DEFINITIONS AND PRIMARY CONCEPTS**
 - 3.1 The Club is a proprietary club, the proprietor being Cloud Twelve Club Ltd, (“the Company”). The Company is a private limited company owned by its shareholders.
 - 3.2 The Club premises are situated at 2-5 Colville Mews, London W11 2DA 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 the objects and rules.
 - 3.4 The Members of the Club are under no financial liability by reason of their membership of the Club, they save by percentage on cost for food and beverage, educational classes, wellness treatments and services.
4. **MEMBERSHIP COMMITTEE**
 - 4.1 A Membership Committee (“the Committee”) may be appointed by the Company to promote the interests of the Club.
 - 4.2 Such Committee has authority, as prescribed by the CEO from time to time, over matters relating to membership.
 - 4.3 Membership of the Committee is granted at the discretion of the Company and may be terminated at any time.
5. **MEMBERSHIP**
 - 5.1 Membership of the Club is resolved through application, invitation and suitability.
 - 5.2 Candidates who agree to signatory of terms conditions and payments must be over 18 years of age.
 - 5.3 No employee or former employee of the Company shall be elected a Member of the Club without the consent of the CEO.
 - 5.4 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 website for at least 14 days prior to its implementation.
 - 5.5 If the criteria governing the membership category of a Member are no longer applicable to him he shall notify the Cloud Twelve team in writing forthwith so that the appropriate change of category can be made and at his or her next renewal date following such change he shall become liable to pay the subscription rate applicable to such new category.



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6. PROCEDURE FOR APPROVAL AND ELECTION OF MEMBERS

- 6.1 The name and of every candidate applying for membership shall be entered on a form provided and their photograph will be taken. A candidate must provide any further information concerning themselves and if relevant, their family members, as the Club requested.
- 6.2 A candidate is required to meet Members of the Membership Committee unless the CEO or General Manager decides in any particular case that such a meeting is not required.
- 6.3 Failure to comply with the Club general rules, Cloud Twelve Club reserves the right to cancel membership without refund and decline renewal of membership.

7. FEES AND SUBSCRIPTIONS

- 7.1 The annual subscription for each of the various categories shall be in such amount as determined by the Company and payable annually or quarterly on a fixed date as determined by the Company, which shall not be altered.
- 7.2 The Committee may apply an increase on any rate to the current Member at any time but not before their next renewal date.
- 7.3 If a Member shall for any reason cease to be a Member before the whole of the subscription for the current year shall have been paid, then the unpaid balance shall immediately become payable.
- 7.4 If a Member, having paid the subscription in advance for the 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 subscription.
- 7.5 The Company however, may, at its discretion, waive or reduce the subscription of any Member or former Member.
- 7.6 Current rates of subscription for each of the membership categories shall be available on the website for inspection.
- 7.7 If a Member fails to pay any amount due from him to the Company or the Club within 30 days from the due date for payment, then the Company will reserve the right to suspend or terminate the membership, and will apply the current annual subscription rate to any future memberships held by the Member.

8. MEMBERSHIP RENEWALS

- 8.1 Renewal dates recur annually and are set on the date on which the Member joined the Club, Membership Start Date
- 8.2 Renewals are not automatic and are reviewed annually by the Committee; their decision is final and may be not be appealed. No reason for terminating a membership will be given.
- 8.3 If a Member fails to pay any amount due from him to the Company or Club within 20 days from the due date for payment, then the Company will reserve the right to suspend or terminate the membership, and will apply the current annual subscription rate to any future memberships.

9. MEMBERS' IDENTIFICATION AND ADDRESSES

- 9.1 Every Family Space Member must submit evidence of identity and address with use of utility bill or suitable reference letter.



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- 9.2 Every Member must submit details of bank account
- 9.3 Every Member must inform the Club or the General Manager if any changes to either bank address or home address.

10. ADMISSION

- 10.1 Members and guests will be admitted to the Members' areas of the Club during normal hours of operation.
- 10.2 Members must present their membership card with electronic sign in, signing in themselves and proposed guest. Guests must show evidence of identity.
- 10.3 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 their conduct and must ensure guests abide by the Rules of the Club.
- 10.4 The CEO or General Manager may determine that on certain days Members may not be admitted to the Club or any part thereof to provide for the closure of the Club at Christmas, on specified Bank Holidays, Notting Hill Carnival and for exclusive private hire.
- 10.5 The Company, CEO or General Manager may refuse admission to the Club any person in its absolute discretion and without giving any reason.
- 10.6 In the event of risk to visitors, Members and their guests through health and safety work regulations, safe community or serious risk to life, the Club reserves the right to closure.

11. DISCIPLINE OF AND EXPULSION OF MEMBERS

- 11.1 The Company, CEO or General Manager may expel any Member, guest or visitor for breach of the Rules of the Club at any time.
- 11.2 The Company, CEO or General Manager may expel from the Club (or suspend from membership for a specific period) any Member whose conduct, in the opinion of the Company, CEO or General Manager, might be injurious to the character or interests of the Club or render him unfit to associate with Members of the Club.
- 11.3 Before a Member is expelled or suspended, the alleged offender's conduct must be inquired into and the person involved is required to send a written statement of events to the General Manager and to justify or explain his or her or her behaviour.
- 11.4 Having inquired into the events, if the Company, CEO or General Manager is of the opinion that the Member is guilty of such conduct as mentioned above and has failed to justify or explain it satisfactorily, he/she may either expel or suspend the offender at his/her discretion. The Member shall be disbarred from the Club while so suspended from membership.
- 11.5 Nothing here shall prevent the Company, CEO or General Manager, from requesting a Member to resign and if such a request is complied with within fourteen days, no resolution of expulsion shall be proposed.
- 11.6 A Member expelled forfeits all the privileges of membership without claim for any refund of the membership fee.
- 11.7 In all matters of the Club discipline the decision of the Committee is final.

12. TERMINATION OF MEMBERSHIP

- 12.1 Members who have been approved can cancel their membership within 14 days of the date on which the member joined the Club, Membership Start Date.



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- 12.2 The Company will make the reimbursement using the same means of payment as the Member used for the initial payment.
- 12.3 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 requests to cancel their membership.
- 12.4 If a member, after paying the annual subscription in advance for the relevant year, shall for any reason cease to be a member before the expiry of that year, will not be entitled to be reimbursed any part of that annual subscription. The Company may however, at its absolute discretion, waive or reduce the subscription of any member or former member.
- 12.5 Upon reaching first year anniversary of membership, a Member can terminate their membership by giving the Company a notice of 3 months.
- 12.6A Member may resign his or her membership by giving the Company a written 3 months notice prior to their existing membership expiring. The notice must be delivered by email to the Memberships email address, memberships@cloudtwelve.co.uk

13. CONDUCT OF MEMBERS, GUESTS AND VISITORS

- 13.1 Visitors, Members and their guests are required to be attired in a clean and tidy manner when in the Club, adhering to the Dress Code.
- 13.2 No drunkenness, bad language or other misconduct is permitted on the Club premises.
- 13.3 All Visitors, Members and their guests on each visit to the Club shall before leaving the Club premises pay in full all charges incurred by them or their guests whether in respect of food, beverages or any other matter in the spa, salon, clinic or family club.
- 13.4 No Visitor, Member or their guest shall use the name or address or logo of the Company or the Club in any advertisement, marketing material, invitation, prospectus or letter heading for business purposes save with the written approval of the Company, CEO or the General Manager.
- 13.5 No Visitor, Member or their guest shall use the name or address of the Company or Club in any correspondence or article, which is intended for publication without the written approval of the Company, CEO or General Manager.
- 13.6 No Visitor, Member or their guest shall remove (except with the express permission of the General Manager) or damage or destroy any picture, item of furniture or other article (including books and newspapers) being the property of the Company.
- 13.7 In the event that a Visitor, Member or their guest causes damage to or destruction of any such property then such Visitor or Member shall be fully responsible for making good all loss suffered by the Company or Club as a result of such damage or destruction.

14. CONDUCT OF GUESTS

- 14.1 Members introducing guests are wholly responsible for the conduct of such guests: Members must ensure that their guests abide by the Rules of the Club.
- 14.2A Member introducing guests will be responsible for ensuring full and prompt payment of all items consumed by his or her guests.
- 14.3 Guests may not remain in the Club once the sponsoring Member has left.



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15. VISITORS, MEMBERS' AND THEIR GUESTS PROPERTY

- 15.1 Property entrusted by a Visitor, Member or their guest 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 Visitor's or Member's or their guest's own risk; and the Company or Club shall not be liable for any loss of, or damage to, such property or for any consequential loss or damage of any description.
- 15.2 Property entrusted to a member of the Family Space team of the Club in respect to a child in the creche services if not related to personal care items is left in the premises shall be entirely the responsibility of the child's legal guardian and the Club holds no responsibility.
- 15.3 The Company and the Company's employees, when acting in the course of their employment shall not be liable for any lost property. The Club hosts a lost property store at reception, personal possessions will remain in the club for 14 days if not claimed will be donated to a local charity.
- 15.4 A Visitor, Member or their guests may not deposit luggage for store at the Club unless specifically agreed in writing with the General Manager.

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

17. COMPLAINTS

- 17.1 All complaints shall be made in writing to the Family Space Manager, Spa Manager or General Manager.
- 17.2 A Visitor, Member or their guest shall not personally reprimand a member of Club staff.

18. **ALTERATION OF RULES** These Rules may be revoked, supplemented or altered by the Company at any time provided that in the case of any revocation, supplementation or alteration of these Rules that:

- a) would enable it to terminate membership or to suspend Members otherwise than in accordance with Rule
- b) alters the objects of the Club, Members would be given 14 days' notice in writing.

19. **DISPUTES** Any dispute or difference which may arise as to the meaning or interpretation of these Rules or as to the powers of the officers must be determined by the Company, whose decision is final and binding on all Visitor, Members of the Club and their Guests.

20. **DISSOLUTION** In the event of a dissolution of the Company or Club, 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.

21. **INTERPRETATION** In these Rules:

- a) The headings are for ease of reference only and are not to be considered in their interpretation.
- b) In these Rules the masculine shall include the feminine and the singular the plural and vice versa except where the context so requires.



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- c) If any rule shall fail in law then it shall not mean that any other rules shall fail unless so prescribed by the courts.
- d) The rules shall operate under the jurisdiction of English Courts

22. BOOKINGS Members are encouraged to make prior bookings for activities, treatments and services throughout the Club. The Club reserves the right to decline Member admission for class bookings which are not made in advance.

23. CHILDREN

- 23.1 No child under the age of 16 will be admitted into the Club unaccompanied by a Member or nominated guardian for Family Space Members.
- 23.2 By prior arrangement children may be permitted to attend previously arranged private parties.
- 23.3 Children under 16 will not be permitted into the brasserie and spa, children are encouraged to use the Family Space facility at all times.
- 23.4 All parents and guardians are requested to complete the “I am growing” form upon registering membership to the Family Space, and are responsible for informing the Club of any changes of health, behaviour, risks and educational expectations to update the form.
- 23.5 Parents and Guardians hold parental responsibility of children within the Family Space at all times.
- 23.6 Creche team are responsible for the children within their care by proxy of the parent making booking, parents and guardians are to remain within the Club for the duration of the child attending the creche.

24. CLOAKROOM Overcoats, umbrellas, briefcases, large portfolios, parcels, and bags must be left in the cloakroom, without exception and are left entirely at a Visitors, Member’s and their guests’ own risk.

25. CONSUMABLES The Club hosts a kids café and brasserie with a smoothie bar, we encourage consumption of the Club’s Produce only with exception of babies and children on a special diet. Should an individual Member or their guest have food intolerances or allergies they can write this in their membership application for consideration of provision of their own consumables in the Club.

26. CORKAGE No Visitor, Member or guest may bring alcohol on to the premises.

27. SPA RULES & CONDUCT

- 27.1 In the event that a Visitor, Member or their guest is feeling unwell, they must leave the Thermal Suite immediately and contact a member of the Club’s Spa Team.
- 27.2 Swimsuits must be worn in the Sauna and Steam rooms.
- 27.3 Visitors, Members and their guests are advised not to use the Steam or Sauna for more than 10 minutes at any one time and to cool down with a shower after each use.
- 27.4 Visitors, Members and their guests are advised to shower before and after using the Sauna, Steam or Salt room facilities.
- 27.5 Visitors, Members and their guests are advised to remove all jewellery before entering the Steam or Sauna.



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- 27.6 Visitors, Members and their guests are not recommend the use of the Thermal Suite if they suffer from heart disease, high blood pressure, pregnant, on medication or have any respiratory disorders.
- 27.7 Visitors, Members and their guests are advised not to use the Thermal Suite if under the influence of alcohol or drugs.
- 27.8 Visitors, Members and their guests are not to leave any personal items in the Changing Room, Thermal Suite or Relaxation Area.
- 27.9 The Company accepts no responsibility for any items left on the premises.
- 27.10 Any items in the lockers will be removed at the end of each day and held at reception.
- 27.11 Visitors, Members and their guests are advised to refrain from using mobile phones in the Spa.

28. DRUGS & ILLEGAL SUBSTANCES

- 28.1 Visitors, Members and their guests are asked not to bring non-prescription drugs onto the premises at any time. Visitors, Members and their guests hold responsibility for the safe storage and application at all times. The consumption of illegal substances by whatever means is strictly prohibited and any Visitor, Member or guest found in possession of such substances will be asked to leave and reported to the police.
- 28.2 Any Visitor or Member found guilty of consuming or bringing illegal substances onto the premises, or whose guest is found guilty of such acts, will have their membership terminated with immediate effect.

- 29. **MEMBER IDENTIFICATION CARD** Should a membership card be lost or stolen, this should be reported by email to the administration team and this will be replaced with an administration fee.

30. LICENCE - SALE & SUPPLY OF ALCOHOL

- 30.1 Alcohol may only be supplied to Visitors, Members and their guests for consumption on the premises.
- 30.2 Alcoholic beverages may be supplied to persons attending a private or previously arranged event.
- 30.3 The consumption of alcohol will be permitted during the general licensing hours in force subject to such extensions as may be available to the Company.
- 30.4 No person under the age of 18 will be supplied with wines or spirits by the Club, except in accordance with current licensing laws.

31. MOBILE DEVICES

- 31.1 Laptop computers, mobile telephones and business papers may be used in the Club (other than in the treatment rooms) but not in a manner irritating to other Visitors, Members and their guests.
- 31.2 Mobile devices must be set to silent, meeting or vibrate mode at all times.
- 31.3 Visitors, Members or their guests who cause nuisance in such manner will have their equipment confiscated and may be asked to leave the Club.



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32. NEIGHBOURS AND NOISE

32.1 In consideration of our neighbours, Visitors and Members are required to arrive and leave the premises quietly at all times and to ensure the quiet arrival and departure of their guests.

32.2 We respect our neighbours on Colville Mews, we ask that our Visitors, Members and their guests do not disturb our neighbours by destruction of their premises, littering entrances or seating in any outdoor benches on Colville Mews.

33. PARKING We respect our neighbours on Colville Mews, we ask that Visitors, Members and their guests do not drive, park or drop off on Colville Mews.

34. PHOTOGRAPHY Visitors, Members and their guests are asked respect the privacy of others and refrain from taking photographs and videos of own child or another child inside the Family Space. A member of the Club team is to assist in taking a photo of your child.

35. POST The Company and the Club will not accept responsibility for post received or delivered. Letters and parcels will not be forwarded to a Visitor's or Member's private address and will be returned to sender.

36. PRIVACY Visitors, Members and their guests may not disclose or discuss any other Members or guests, or private events, seen or heard in the Club in any press or on any social media platform.

37. DOGS Dogs are not permitted in the Kids Club and cannot be left outside the Club premises.

38. SMOKING

38.1 Smoking is not permitted in any area of the Club and the Club does not host a smoking terrace or designated area. Visitors, Members and their guests are restricted from smoking outside the entrance and are asked not to smoke on Colville Mews.

38.2 E-Cigarettes or vapes are not permitted inside the Club, outside the entrance or Colville Mews.

39. SHOES Visitors, members and their guests are required to take off their outside shoes upon entry to the Kids Club; there is a designated area by the Buggy Park, where these can be left.

40. FOOD CONSUMPTION IN THE KIDS CLUB Visitors, members and their guests are required to consume food and beverages in the designated areas: Kids Café and Parents Lounge. Bringing food and beverage items into the playground area and rooms is not permitted.