



ZOROASTER

PRIVATE MEMBERS RULES

RULES OF THE BAR

These rules (the 'rules'), as amended from time to time in accordance with the terms of the rules, are the rules of the bar.

1. NAME & LOCATION

The name of the bar is 'Zoroaster' and it is located at 18 Highfield Road, Edgbaston, Birmingham B15 3DU (referred to in these rules as the 'Bar').

2. OBJECT OF THE BAR

The objects of the bar are the provision of facilities and amenities of a private members bar, run on commercial principles, for the purpose of facilitating the social interaction and intercourse of persons connected with or interested in the cocktails, mixology, history and philosophy.

3. DEFINITIONS & PRIMARY CONCEPTS

3.1 The bar is a proprietary bar, the proprietor of the bar being The FH Capital Limited (the 'company'). The company is a private company limited by shares incorporated in England with company number 08533858. A member's membership relates to the bar only and no other bars 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 bar premises are situated at 18 Highfield Road, Edgbaston, Birmingham B15 3DU or such other premises as the company may provide.

3.3 The company is responsible for providing the bar with premises and all necessary facilities for carrying on the bar in accordance with the objects, and rules of bar.

3.6 If the company has to contact a member it will do so by 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 bar's website from time to time.

4. MEMBERSHIP COMMITTEE

4.1 A membership committee (the 'committee') may be appointed by the board to promote the interests of the bar.

4.2 Such committee has authority, as prescribed by the board from time, over matters relating to membership.

4.3 Membership of the committee is granted at the absolute discretion of the board and may be terminated and/or suspended at any time by the board.

5. MEMBERSHIP

5.1 Members shall consist of full members and second members (a spouse or partner sharing the same residential address as a full member).

5.2 Other than in the case of existing members, hotel residents shall be classed as temporary members for the duration of their stay at the Hotel.

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

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 bar's website for at least 14 days prior to its implementation.

5.6 Each member, whatever their category shall in common with all other members enjoy equal rights and privileges of the bar subject to the provisions of these rules and as the company may from time to time determine.

5.7 Each member, whatever their category, shall confirm and declare their primary residential and apply for membership to the bar.

6. MEMBERS

6.1 The criteria/requirements for each classification/category of member shall be as follows:

(a) Full member: 21 years of age or above on the date the application form is received by the committee with a UK address.

(b) Second member: a spouse or partner sharing the same residential address as a full member who is 21 years of age or above on the date the application form that is received by the committee (proof of address required).

7. PROCEDURE FOR APPROVAL OF MEMBERS

7.1 The name and particulars of every candidate applying for membership shall be entered on a form provided on bar's website.

Candidates shall supply a photograph and such information concerning themselves and their candidature at the time of application.

7.2 There shall be a period of at least 5 working days between the committee receiving an application and deciding on whether an application for membership is successful.

7.3 A candidate is required to meet with the membership team prior to the committee considering their application, unless the Secretary decides in any particular case that such a meeting is not required.

7.4 No reason shall be given to any candidate in the event of their non-election/membership.

7.5 Upon approval by the committee, a member of the team shall notify the candidate that they have been elected as a member of the bar conditional upon them complying with this rule. The member of team shall supply the candidate with a copy of these rules online and login details to make payment of the relevant joining fee together with the current annual subscription at the rate appropriate to the category of membership.

7.6 Failure by the candidate to comply with the provisions of rule 7.5 within one month of notification shall (unless the committee decides otherwise) result in cancellation of such candidate's conditional right to become a member.

7.7 On complying with the provisions of rule 7, the name of the candidate will be entered in the register of members maintained by the bar online and offline as a member and forthwith will be entitled as a member to all the benefits and privileges of the bar. 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.

7.8 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, subscription fee.

(b) The cancellation period will expire after 14 days.

(c) To exercise the right to cancel, a member must inform the Membership team of their decision to cancel their membership in writing, for example by email.

(d) 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.

(e) 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.

(f) The company will make the reimbursement without undue delay, and not later than 14 days after the day on which the Management is informed about the member's decision to cancel their membership.

(g) The company will make the reimbursement using the same means of payment as the member used for the initial payment, and the member will not incur any fees as a result of the reimbursement.

(h) If the member started to use the services or facilities of the bar during the cancellation period, the member shall pay the bar 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).

8. FEES & SUBSCRIPTIONS

8.1 The joining fee payable by a member shall be such amount as the company shall determine and shall be non-refundable once the initial 14-day cancellation period has expired.

8.2 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.

8.3 The committee 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 19.

8.4 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, he shall not be entitled to be reimbursed any part of that annual subscription.

8.5 The company may however, at its absolute discretion, waive or reduce the subscription of any member or former member.

8.6 In the event of a former member applying to rejoin the bar the company may waive the joining fee and may apply the current annual subscription rate applicable.

8.7 Current rates of subscription for each of the categories of the members shall be available on the bar's website for inspection.

8.8 If a member fails to pay any amount due from them to the company or the bar 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.

9. RENEWALS

9.1 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.

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

9.3 Members will be given one month's notice prior to their annual renewal date. 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 bar 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 bar has the right to deny access until those fees are paid in full. The settlement will be backdated to the original renewal date and the current published annual subscription rate will apply to any future membership applications made by the member.

9.4 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 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.

9.5 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 1-year period they may be subject to the payment of their dues backdated 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.

9.6 Should a membership be terminated for non-payment and the member wants to reactive their membership within 1-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 reactive their membership after 1-year from termination, they may do so but at the current rate and may need to resubmit an application.

10. MEMBERS' ADDRESSES

10.1 Every member shall promptly inform the Membership team of any changes to their address, email or other contact details.

10.2 A member must honestly declare the residential address at which they formally reside for the majority of the year; proof of address will be required.

11. ADMISSION

11.1 Subject to rule 11.6, members and guest, will be admitted to the members' areas of the bar during normal hours of admission.

11.2 Members must present their name, membership card and the name of their guest at the time of arrival.

11.3 No person under the age of 18 will be admitted to the bar. Membership cards/identification are not accepted as proof of age and an alternative ID may be required.

11.4 The Management may determine that on certain days members may not be admitted to the bar or any part thereof, or to provide for the closure of the bar 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.

11.5 The company or Management may refuse admission to the bar to any person in their absolute discretion and without giving any reason.

11.6 The bar may at its absolute discretion:

- (a) refuse entry to the bar by any member and/or guest without providing a reason;
- (b) remove any member and/or guest from the bar premises without providing a reason; and
- (c) rescind a member's membership without providing a reason.

12. DISCIPLINE OF & EXPULSION OF MEMBERS

12.1 A member may resign their membership at any time by letter or email delivered to the Management at the bar's address as shown on the bar's website.

12.2 The company or Management may expel any member or guest for breach of the rules at any time.

12.3 A member's membership, and/or admission to the bar 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 bar 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 bar 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 bar may suspend the member's membership. The company has authorised each and any of the Management, the board and the executive committee to exercise its power of suspension or termination pursuant to this rule.

12.4 Having inquired into the events, if the company or Management 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 12.3 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. The member shall be barred from the bar while so suspended from membership.

12.5 Nothing in these rules shall prevent the company or Management from requesting a member to resign and if such a request is complied with, within 14 days, no resolution of expulsion shall be proposed.

12.6 An expelled or suspended member, or a member that is requested to resign, may not return to the bar as a guest.

12.7 A member expelled from the bar 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.

12.8 In all matters of the bar's discipline, the decision of the committee and/or company is final.

13. CONDUCT OF MEMBERS

13.1 Members and their guests shall, at all times, comply with all local laws, regulations, rules and customary practice relevant to the bar and the United Kingdom.

13.2 Members and their guests must, at all times, treat all other members, guests and members of bar staff with the utmost respect and shall not carry out any act or behaviour which may cause any disrepute to another member, guest, the bar, the company or the United Kingdom.

13.3 Members and their guests are required to be attired in a clean and tidy manner when in the bar. No shorts, flip flops or sportswear is allowed at the bar and we reserve the right to not accommodate guests who do not adhere to our dress code.

13.4 No drunkenness, bad language, violent or abusive behaviour, or other misconduct is permitted on the bars premises.

13.5 All members shall before leaving the bar premises on each visit pay in full all charges incurred by them or their guests whether in respect of food, beverages or any other matter.

13.6 No member or guest shall use the name or address, or colours, trademarks, photographs, trade dress, logo or other identifying feature(s) of the bar (the 'bar 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 Management as to the specific use.

13.7 Each member and their guests hereby expressly recognise that the bar's marks are the valid, unique and exclusive property of the bar and the company.

13.8 No member shall use the name or address of the bar in any or correspondence article which is intended for publication without the prior written approval of the Management.

13.9 No member shall remove (except with the express permission of the Management) 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 bar.

13.10 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 bar or company 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 are made aware of and abide by the rules, and the privacy notice.

Members can face suspension and/or termination of membership if their guests violate the rules, and/or the privacy notice.

14.2 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.

14.3 Guests may not remain in the bar once the sponsoring member has left the bar premises or departed to their hotel bedroom.

15. MEMBERS' PROPERTY

Property entrusted by a member or their guest(s) to a member of bar staff for safe custody or for any other purpose, or left on the bar's premises, shall be entirely at the member's/guest's (as appropriate) own risk, and neither the company nor the bar nor any employees of the bar 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.

16. RECIPROCAL ARRANGEMENTS

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

17. RECIPROCAL MEMBERS

All members of bars in respect of which reciprocal arrangements have been made pursuant to rule 16 above ('reciprocal members') may use the bar in accordance with the terms of their bar's respective reciprocal arrangements agreement in place with the bar.

18. COMPLAINTS

18.1 All complaints shall be made in writing to the Management.

18.2 A member shall not personally reprimand a member of bar staff or any other member or guest.

19. ALTERATION OF RULES

These rules and/or the byelaws 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 (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 subscription fee as reflects the unused part of their current membership year after termination.

20. LIABILITY OF THE COMPANY

20.1 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 (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. 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.

20.2 Where the company is liable to a member under these rules (as appropriate), 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.

20.3 The company does not exclude or limit in any way 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.

20.4 The company is not liable for business losses. If a member uses the bar 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.

21. DISPUTES

Any dispute which may arise as to the meaning or interpretation of these rules and the bye-laws or as to the powers of the officers or employees of the company and/or the committee shall be determined by the board, whose decision is final and binding on all members.

22. DISSOLUTION

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

23. BOOKINGS

23.1 All table reservations must be made through the reservations team or the members area on the bar's website.

23.2 Places for bar events will only be reserved or issued upon receipt of advance payment by credit or debit card.

2.4 Refunds in respect of any events, private parties and business events booked by any members will be governed by the relevant contract entered into between the relevant member and the bar. 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 Management at least 48 hours before the relevant event.

2.5 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. CHILDREN

No child under the age of 18 will be admitted to the bar.

24. CLOAKROOM

24.1 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.

24.2 Luggage and bicycles are not permitted to be stored in the cloakroom.

25. DRUGS & ILLEGAL SUBSTANCES

25.1 Non-prescription drugs are not permitted on the bar 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.

25.2 Any member found guilty of or suspected to be consuming or bringing illegal substances onto the bar'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. GAMING

No illegal betting, wagering or game with dice (except Backgammon for no stake) shall take place on the bars premises, nor shall any game of hazard or chance be played.

27. GUESTS

27.1 Members may introduce guests who have attained the age of 18 years.

27.2 A member may entertain 1 guest when visiting the bar for drinks and on any other visit to the bar unless a private party or event.

27.3 If a member wishes to introduce more than 5 guests, prior arrangements must be made with the Management or manager on duty.

27.4 Members shall make their guests aware of the privacy notice at all times.

27.5 Each guest must be signed in by the host member.

28. NEIGHBOURS & NOISE

In consideration of the bar's neighbours, members are required to leave the premises quietly at all times and to ensure the quiet departure of the guests.

29. PRIVACY

The bar's privacy notice, which is available on the bar's website, sets out the terms on which the bar processes any personal data of members (or their guests), or that members (or their guests) provide to the bar or company.



ZOROASTER

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