

PART I: PREAMBLE

NAME AND OBJECT OF THE CLUB

1. i) The name of the Club is Home Grown Club Limited ('the Club')
- ii) The address of the Club is Home Grown Club Limited, 44 Great Cumberland Place, London, W1H 7BS
- iii) The object of the Club is to establish, maintain and conduct a club for the enjoyment and accommodation of its invited members and guests, and to provide for them such facilities as the Directors are able to provide at N0. 44 Great Cumberland Place and other such associated buildings as may be and become available.

CONSTITUTION

2. i) The Club is a proprietary club, the proprietor of which is Quintillion UK Limited ("the Company"), a private Company owned by its shareholders.

PART II: MEMBERSHIP OF THE CLUB

MEMBERSHIP

3. i) Membership of the Club will be by invitation only.
- ii) The Club shall consist of the following membership categories - Honorary, Full, Homecoming, Portfolio, Dual Existing, Dual and Temporary.
- iii) Only those who identify as a high-growth entrepreneur, investor, performance business leader or specialist advisor will be invited to apply for membership of the club.
- iii) Other categories may be added as and when the membership committee decide. Similarly, certain categories of membership may be withdrawn at any given time without prior notice by the Membership Committee

HONORARY MEMBERS

4. i) The Membership Committee may invite to become an honorary member any person who in the opinion of the Committee :-
 - a) has rendered especially noteworthy service or benefit to the Club
 - b) will render special benefit or service to the Club
 - c) is a distinguished senior member of the Club
 - d) is a representative of an associated or affiliated club
- ii) Honorary membership is granted at the discretion of the Membership Committee. Such membership to be granted on an annual basis and reviewed by the Membership Committee each year. However, should the Membership Committee consider so, the membership may be withdrawn at anytime without prior notice.
- iii) An Honorary Member shall not pay a joining fee or annual subscription; and in the event of a dissolution of the Club they shall not have any right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

FULL MEMBERS

5. i) A person shall not be eligible for election as a Full Member unless they have attained the age of 21, at the discretion of the Membership Committee.
- ii) A person becomes an ordinary member on being elected as such by the Membership Committee and on payment to the Club of all amounts due from them on account of their

joining fee (if any) and their annual subscription for the year in which they are elected. If any such amount is not paid within the period prescribed by these Rules their election shall lapse.

iii) In the event of a dissolution of the Club ordinary members shall not have any right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

HOMECOMING MEMBERS

6. i) A person shall not be eligible for election as an a Homecoming Member unless they have attained the age of 21, at the discretion of the Membership Committee.

ii) Homecoming membership gives access to the club on up to 30 visits a year, starting from the first day that membership commences.

iv) A visit is defined as a calendar day on which an indefinite number of entries to the club are made by the member.

iii) A person becomes a Homecoming member on being elected as such by the Membership Committee and on payment to the Club of all amounts due from them on account of their joining fee (if any) and their annual subscription for the year in which they are elected. If any such amount is not paid within the period prescribed by these Rules their election shall lapse.

iv) In the event of a dissolution of the Club Homecoming members shall not have any right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

UNICORN MEMBERS

7. i) A person shall not be eligible for election as a Unicorn Member unless they have attained the age of 21, at the discretion of the Membership Committee

ii) Unicorn membership gives access to the Club as per full membership, and includes 2 half day private room booking, and 20 bedroom nights. Rooms must be booked in advance, and room categories are subject to availability.

iii) A Unicorn Member must pay for their membership on an annual basis. It will not be possible to make payment for this membership type on a monthly basis.

iii) In the event of a dissolution of the Club, Unicorn Members shall not have any right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

DUAL EXISTING MEMBERS

8. i) A person shall not be eligible for election as a Dual Existing Member unless they have attained the age of 21, at the discretion of the Membership Committee, and unless they are a current member of Home House.

ii) A Dual Existing Member must notify the Membership Committee in writing immediately they cease to qualify as a Dual Existing Member and the balance of their full subscription (if any) as a member shall become due and be paid to the Club within one calendar month of their ceasing to be a Dual Existing Member.

iii) In the event of a dissolution of the Club, Dual Existing members shall not have any right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

DUAL MEMBERS

9. i) A person shall not be eligible for election as a Dual Member unless they have attained the age of 21, at the discretion of the Membership Committee, and are also elected by the Membership Committee at Home House. Applicants for Dual membership are also subject to the application process to join Home House.

ii) A Dual Member must notify the Membership Committee in writing immediately they cease to qualify as a Dual Member and the balance of their full subscription (if any) as a member shall become due and be paid to the Club within one calendar month of their ceasing to be a Dual Member.

iii) In the event of a dissolution of the Club, Dual Members shall not have any right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

PORTFOLIO MEMBERS

10. i) A person shall not be eligible for election as a Portfolio Members unless they have attained the age of 21 years and making the application in tandem with at least 2 other individuals, and all fulfil qualifying criteria as a high growth entrepreneur, investor, high-performance business leader, or specialist advisor.

ii) A person becomes a Portfolio Member on being elected as such by the Membership Committee and recommended by their company and on payment to the Club of all amounts due from them on account of their joining fee (if any) and their annual subscription for the year in which they are elected. If any such amount is not paid within the period prescribed by these Rules their election shall lapse. Payment must be made through the company.

iii) The rates for Portfolio membership are only available when applications made from 3 or more people from within the same company, or who are represented by the same company.

iv) Should an individual Portfolio Member leave their place of employ, their membership to the Club will automatically expire. Under such circumstances a person may re-apply for membership of the Club using the usual application process.

v) A Portfolio membership remains the property of the company that funds it, and thus not the property of the named person under whom the membership is registered. The owner of the membership may transfer from one named employee or representative to another free of charge once within the 12 months of the membership cycle. Any additional requests for transfers may incur an administrative fee of £199.

vi) A Portfolio membership rate may no longer be available at the concomitant should one within the group of members lapse, and thus may move to a higher rate reflective of number of members within the portfolio. If the number drops below 3 then a full membership rate will apply.

iv) Portfolio membership does not allow all members of a company to use the facilities of the club only the nominated employees elected by the Membership Committee will be allowed access to the Club.

- v) In the event of a dissolution of the Club, Portfolio Members shall not have any right to, or claim upon, any property of the Club, or be required to share in the discharge of its obligations.

TEMPORARY MEMBERS

11. i) The Membership Committee may, on the recommendation in writing of any member, invite a person who is a temporary visitor in England to become a Temporary Member for such period as the Committee may allow; but no one may be a Temporary Member;

- a) with less than 24 hours written notice to the Membership Committee or
- b) for longer than one calendar month or
- c) more than three times in any period of 12 months.

ii) A Temporary Member may be required, at the Committee's discretion, to pay a one-off fee instead of a subscription.

iii) The Membership Committee may at any time withdraw a person's temporary membership.

ELECTION OF CANDIDATES

12. i) Every candidate will be proposed by a member or an office of the Club.

ii) A member who proposes a candidate is personally responsible for satisfying themselves and shall give assurances to the Membership Committee that the candidate is a fit and proper person to be a member of the Club. The candidate must be known by the proposer.

ELECTION PROCEDURE

13. i) Election shall be by secret ballot of the Membership committee, a ballot being taken separately for each candidate.

ii) A candidate shall be declared not elected if, on the ballot box being opened, it appears that two or more members of the membership committee have voted no.

iii) No declaration shall be made either of the number of votes cast or the number who have voted for or against the candidate.

iv) No reason shall be given to any candidate in the event of their non-election.

v) A successful candidate shall be invited by the Membership Committee to become a member of the Club.

RESIGNATION

14. i) No resignations will be accepted in the first year of membership (12 months from start date)

ii) A member may resign at any time by giving one month's notice in writing to The Chairman of the Membership Committee but shall not be entitled to any refund of annual subscription or joining fee.

SUSPENSION AND EXPULSION

15. i) If, in the opinion of the Company or the Membership Committee, a member has persistently infringed the code of conduct of the Club or has been guilty (inside or outside the Club) of conduct prejudicial to the Club's interests, the Company or the Membership Committee may suspend the member with immediate effect. If the member fails to give a satisfactory explanation of their conduct (either in person at a meeting of the Membership

Committee or in writing sent to the Chairman of the Membership Committee) the Company or the Membership Committee may, by notice in writing to the Member, request them to resign with immediate effect.

If the Member does not comply with the request to resign the Membership Committee shall expel the Member and they shall cease to be a member of the Club.

ii) Except with the written consent of the Company no member shall introduce as a guest at the Club a person who has been suspended, required to resign or expelled, or whose name has been struck off the register of members either for non-payment of subscription or for any other reason, or has not been re-elected.

iii) In the case of serious breaches of the rules or serious misconduct the Company may at its absolute discretion expel any member with immediate effect.

iv) The Company may refuse admission to the Club any person in its absolute discretion and without giving any reason.

CESSATION OF MEMBERSHIP

16. i) If a Member

a) is sentenced to imprisonment, whether or not suspended, they shall forthwith cease to be a member of the Club unless the Company or the Membership Committee deem that special circumstances exist and membership should be permitted to continue.

b) has a trustee in bankruptcy appointed of their estate or enters into a voluntary arrangement with their creditors shall forthwith cease to be a member of the Club unless the Company or the Membership Committee deem that special circumstances exist and membership should be permitted to continue.

The Company or the Membership Committee may re-admit a person to membership, without payment of a joining fee or procedure of re-election, if in all the circumstances and after due enquiry it thinks fit to do so.

PART III: FINANCIAL OBLIGATIONS OF MEMBERS

JOINING FEE

17. i) A person elected as a member shall pay a joining fee of the amount then in force within 30 days after notice of their election has been sent to them by the Club.

ii) The amount of the joining fee shall be fixed from time to time by the Company; and any amount so fixed shall continue in force until the Company decides on a variation.

LIABILITY FOR ANNUAL SUBSCRIPTION

18. i) Except as provided by these Rules every member shall pay a subscription for each year at the rate applicable for them that year.

ii) The rates of subscription for each year shall be fixed from time to time by the Company before December 1st in the preceding year: and any rate so fixed shall continue in force for each subsequent year until varied by the Company.

iii) The category of membership for each member shall be determined at the beginning of the year for which the subscription is payable.

PAYMENT OF ANNUAL SUBSCRIPTION

19. i) A member may (at their option) pay the current annual subscription

- a) in a single lump sum equal to the current annual subscription
- b) by annual monthly direct debit mandate c) by monthly direct debit mandate (not applicable for Founder membership rates, Unicorn or Portfolio Membership)

LIABILITY ON CESSATION OF MEMBERSHIP

- 20. i) If a member dies the whole of his subscription remaining unpaid for the year shall be deemed as fully paid.
- ii) A member who resigns voluntarily shall be liable to pay the balance of their annual subscription.
- iii) In exceptional circumstances the Membership Committee may waive payment (in whole or part) of any amount due to the Club in respect of a member's subscription.

ARREARS

- 21. i) If a member fails to pay any amount due from him to the Club (whether under these rules or otherwise) within 30 days from the due date for payment then the Company or the Membership Committee may terminate or suspend their membership.
- ii) The Company reserves the right to charge interest at the rate of 2½% above the Bank of England base rate per month on any overdue amounts.

HONORARY MEMBERSHIP

- 22. i) A member may, with the approval of the Company, become an Honorary Member on such terms as the Company may decide. An Honorary Member shall not pay a subscription, but otherwise shall retain the same rights, privileges and obligations as other members.

PART IV: MANAGEMENT OF THE CLUB

MANAGEMENT OF THE CLUB

- 23. i) The affairs of the Club shall be managed by the Company, its Board of Directors and employees

THE MEMBERSHIP COMMITTEE

- 24. i) The Membership committee shall be nominated by the Board of Directors of the Company.
- ii) The Membership Committee has full authority, as prescribed by the Board of Directors of the Company from time to time, over all matters relating to membership and its decision shall be final vis a vis the members.

PART V: MISCELLANEOUS AND GENERAL

- 25. i) The Company may make by-laws for the regulation and management of the Club and may amend or revoke any by laws so made; but no bye-law shall be inconsistent with these Rules.

BINDING EFFECT OF RULES AND BYLAWS

- 26. i) Every member shall be bound by these Rules and by any bylaws made under rule 28.
- ii) The Membership Committee shall notify every newly elected member of the existence of these Rules and of any bylaws then in force; and copies of the Rules and bye-laws in force for the time being shall be available at all times on the website.

CONDUCT OF MEMBERS

- 27. i) Every member of the Club shall, subject to these Rules and bye-laws for the

time being in force, be entitled to use and enjoy (in common with the other members of the Club) the Club premises and the facilities therein provided for the use of the member but shall not by reason of their membership be under any financial liability other than for the payment of their joining fee and annual subscription, and for the consumption of goods and services.

ii) A member shall not

a) use the Club for the purposes of any trade, profession or business or in a manner prejudicial to the Clubs interest; or

b) conduct themselves in a manner likely to cause discomfort, inconvenience or annoyance to other members, or behave in such a manner as to bring the Club into disrepute

iii) A member shall at all times be responsible for the conduct of their guests in the Club and must take due care to ensure both they and their guests leave the premises quietly without disturbance to close neighbours.

TRANSACTIONS IN WHICH MEMBERS INTERESTED

28. i) A member shall not directly or indirectly, enter into any transaction involving or relating to the supply to the Club of goods or services, without the previous approval of the Company.

MEMBERS ADDRESSES AND NOTICES

29. i) Every member shall promptly inform the Chairman of the Membership Committee of any change of home address or of their bank details directly in writing by email

ii) Any notice documents or communication to be sent to a member under these Rules shall be deemed to be properly given if sent by post or otherwise to their address last notified to the Membership Committee, and if sent by post it shall be deemed to be issued when posted.

MEMBERS PROPERTY

30. i) Property entrusted by a member or their guest/guests to a member of Club staff for safe custody or for any other purpose, or left on the Club's premises, shall be at the members own risk; and the Club shall not be liable for any loss of, or damage to, such property or for any consequential loss or damage of any description.

CLUB STAFF

31. i) A member shall not at any time employ a member of Club staff outside the Club, except with the written permission of the Membership Committee or a Director of the Company.

COMPLAINTS

32. i) All complaints shall be made in writing to the Chairman of the Committee.

ii) A member shall not personally reprimand a member of staff.

RECIPROCAL ARRANGEMENTS

33. i) The Company may enter into reciprocal arrangements with other Clubs or bodies on such terms as it shall decide from time to time and any such arrangements may be terminated or modified by the Company at any time. Such arrangements (if any) will be communicated to members.

PART VI: BY LAWS

HOURS

34. i) The Club is open seven days a week.
- ii) The Company may direct that the Club be closed for a specified period for public holidays, staff holidays, cleaning or restoration, or any other reason appearing to the Company to justify temporary closure.

MEALS AND REFRESHMENTS

35. i) Meals and refreshments may be ordered within the times specified by the company and can be varied from time to time.
- ii) No table shall be kept for a member unless it is a formalised booking.

ALCOHOLIC BEVERAGES

36. i) Intoxicating beverages will be supplied only to bona fide members and their guests. Alcoholic beverages may be supplied to persons attending a private or previously arranged event if a bona fide member is present. 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.

BEDROOMS

37. i) The bedrooms are available for the use of members and their guests.
- ii) When reserving a bedroom, a member and guest is bound by the booking policy as outlined at the time of the reservation.

CHILDREN

38. i) Children will be permitted when accompanied by their parents during the weekends and on public holidays until 6pm (but not allowed on the 1st floor bar areas).
- ii) By proper arrangement with the Club Management, accompanied children may be permitted to attend previously arranged private parties or reside in bedrooms and suites.

CORKAGE

39. i) There will be a charge on each bottle of wine and each bottle of spirit brought into the Club by a member for consumption on the premises. No member may bring food or beverage on to the premises without the prior written permission of the Company or its representative.

DEPOSITED LUGGAGE

40. i) A member may not deposit luggage for store at the Club unless specifically agreed in writing by the Club Management.

DRESS CODE

41. i) Members and their guests should be appropriately dressed in the Club. Whilst there is no specific standard or code, the Company reserves the right to refuse admission to the Club if the standard of dress is considered to be inappropriate.

DRUGS & ILLEGAL SUBSTANCES

42. i) Non-prescription drugs are not permitted on the premises at any time. The consumption of illegal substances by whatever means is strictly prohibited and any member or guest of member found in possession of such substances will be ejected and reported to the police.

- ii) Any 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.

GAMING

43. i) No betting, wagering, game with dice (except Backgammon) or gaming shall take place on the Club premises, nor shall any game of hazard or chance be played other than for nominal stakes.

IRRITATING GADGETS

44. i) The use of mobile phones is permitted throughout the Club with the following restrictions:

- a) In the restaurant, members are requested to use the silent, meeting or vibrate mode to avoid nuisance to other diners.
- ii) Members who use mobile phones, causing nuisance to other members and their guests, will be asked to cease doing so or may be asked to leave the Club.
- iii) Personal audio equipment may be used provided they are not audible to other members.
- iv) Members should not use such equipment in the bedrooms in such a way as to annoy or inconvenience other members.

NEIGHBOURS

45. i) In consideration of our neighbours, members are required to leave the premises quietly at all times and to ensure the quiet departure of their guests.

PAYMENTS

46. i) Members may pay for services and goods supplied by using cash, credit or charge card.

PETS

47. i) A member may bring a dog into the Club. Dogs must be accompanied by the member and be kept on a lead at all times and not allowed on furniture and laps. We reserve the right to refuse entry to badly behaving dogs.

- ii) No other pets are allowed.

PHOTOGRAPHY

48. i) The taking of photographs or digital images is not permitted without the permission in writing of the Sales and Marketing Director or General Manager.

POST

49. i) Members may not collect mail at the Club. Letters, parcels, etc. will not be forwarded to a members private address. Verbal instructions will not be accepted for the re-direction of mail. Home Grown will not take responsibility for post received or delivered.

PRIVATE PARTIES

50. i) Members may, by prior arrangement with the Club Management, hold private parties in the designated areas.

- ii) The Company may close the Club or any part thereof, for a private party, for any period they deem fit. No member shall be entitled to a refund of any part of their joining fee or subscription in the event of such closing.

iii) From time to time the Club Management may hold a private party for the members and guests at which time limited numbers may attend and for which an additional entrance fee may be levied.

SMOKING

51. i) Smoking is not permitted anywhere within the Club except in the designated outside areas.

USE OF THE CLUB ADDRESS

52. i) The name and address of the Club shall not be given by a member as their address for the purpose of identification in connection with legal proceedings or in any advertisement, prospectus, business circular or other commercial document, or give the Club as a business reference

VISITORS

53. i) Members may entertain a maximum of three guests on any visit unless a private party or restaurant reservation has been confirmed or a greater number of guests has been previously agreed with the Duty Manager of the Club.

ii) Each guest must be signed in by the host member

iii) The Club may charge a daily entrance fee for guests of members.

iv) Guests who arrive at the Club in advance of their host member will be asked to wait in the Reception area until the member arrives to sign them in.

v) When accompanied by a member guests may use the full facilities of the Club.

INTERPRETATION

54. i) The Company shall be the sole authority as to the interpretation of the rules, regulations and by-laws of the Club.