

The Conduit

MEMBERSHIP TERMS AND CONDITIONS

1 NAME AND PROPRIETOR

1.1 The club shall be called “The Conduit” and shall operate and trade under that name.

1.2 The proprietor of The Conduit is Lava Mayfair Club Limited - Company No: 10075472 – (“Proprietor”).

2 LOCATION

The Conduit shall be located at 40 Conduit Street, Mayfair, London, W1S 2YQ.

3 PURPOSE

The Conduit’s purpose is to serve as a home for a diverse community of people interested in social change and to act as a catalytic platform for tackling some of the most pressing challenges facing the world today.

4 MEMBERSHIP

4.1 The Conduit has several membership categories with varying Membership Fees and Membership Benefits.

4.2 Overseas membership is a category for Members whose primary address is outside of the United Kingdom. Overseas Members have access to The Conduit for up to 30 days in their membership calendar year. If a member would like to visit The Conduit on more occasions, their Overseas Membership would be cancelled, and they would need to sign up as a regular member, for a full year period.

4.3 Lifetime membership is a category for members who pay for a non-transferable membership to last thirty years (30) upfront. During this period, they will receive annual benefits as outlined in their lifetime membership documents. The Conduit reserves the same discretionary rights to terminate membership under clause 9.

5 ADMISSION

5.1 The Conduit has the right to determine the maximum number of Members at any point in time.

5.2 Members are entitled to bring 3 guests with them into The Conduit at any one time. On occasions when a member has booked a table or meeting room, members can bring as many people as their booking allows.

5.3 Any of the following persons may apply or be nominated for Membership: (i) individuals who are 18 years of age or older or (ii) a corporate body or partnership.

5.4 All applications or nominations for Membership shall be submitted on the Membership Application Form or Nomination Form respectively.

5.5 The Conduit, through the Membership Committee, shall be responsible for considering and approving any application or nomination for Membership. The Membership Committee’s decisions regarding applications or nominations for Membership shall be final.

5.6 The Conduit requires that each Membership Application Form submitted shall provide full and honest disclosure about the person applying or nominated for Membership. Where The Conduit subsequently determines any application or nomination for Membership has been approved due to misrepresentation and/or the withholding of pertinent information, The Conduit may upon written notice to the relevant Member: (i) decide not to approve their registration as a Member or (ii) revoke their Membership, as appropriate.

5.7 The Conduit’s membership team shall notify successful applicants or nominees in writing that their application or nomination for Membership has been successful and invite them to register as a Member.

5.8 Unsuccessful applicants or nominees shall be informed that their application or nomination for Membership has not been successful at that time. The Conduit shall not be required to give any reasons to an applicant or nominee in the event of their application or nomination for Membership being unsuccessful.

6 MEMBERSHIP TERMS AND CONDITIONS

6.1 All admissions to the Membership are subject to a Member confirming their acceptance and continued compliance with these Terms and Conditions.

6.2 Whilst at The Conduit, a Member shall be required to comply with The Conduit’s Community Principles at all times.

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6.3 The Conduit emphasises that each Membership Category maybe subject to additional or special terms beyond the provisions of these Terms and Conditions (“**Membership Category Terms**”). The Conduit will notify the Member of the Membership Category Terms which apply to their Membership Category as part of the Membership application or nomination process.

7 **MEMBERSHIP FEES**

7.1 The Conduit shall determine the Membership Fees from time to time in its sole discretion. Any increase to the Membership Fees will be notified to a Member before renewal of their Membership under clause 9.

7.2 All Membership Fees are to be paid in advance (either annually or quarterly, as indicated in the Membership Category Terms applicable to the Member) on a date determined by the Membership Committee.

7.3 A Member acknowledges that their Membership shall only be confirmed by The Conduit on receipt of the portion of Membership Fees payable in advance upon becoming a Member (either annually or quarterly, as indicated in the Membership Category Terms applicable to the Member).

7.4 A Member’s continued Membership is subject to payment of their Membership Fees in full and on time.

7.5 A Member may pay their Membership Fees to The Conduit by direct debit or bank transfer. The Conduit does not accept the payment of Membership Fees by cash.

8 **MEMBERSHIP CARDS**

8.1 Upon admission to The Conduit, a Member will be issued with a membership card.

8.2 Where a Member loses their membership card, the Member should contact The Conduit (via the membership department) for a replacement. A replacement card will then be issued. If a member loses their card more than once, any subsequent replacement membership cards will be subject to payment of a £15 administration fee.

8.3 A Member acknowledges that their Membership is not transferrable or assignable, unless The Conduit agrees otherwise in writing. In addition, a Member providing their membership card to non-members to gain access to The Conduit will be subject to disciplinary action, including possible termination of their Membership.

8.4 Upon termination or expiry of their Membership, a Member must return their membership card to The Conduit (via the membership team).

9 **MEMBERSHIP TERM, RENEWAL AND CANCELLATION**

9.1 A Member’s initial Membership term shall be twelve months from the date The Conduit approves their registration as a Member (“**Membership Registration Date**”).

9.2 Subject to the remaining provisions of this clause 9, a Member will have their Membership automatically renewed for a further year on each anniversary of their Membership Registration Date.

9.3 Where a Member does not wish to renew their Membership, the Member must notify The Conduit (via the membership team) in writing of their wish not to renew one month prior to their Membership Registration Date.

9.4 Where The Conduit has not received notification from the Member that they do not wish to renew their Membership within the above timeframe The Conduit shall automatically renew their Membership, subject to the provisions of clause 9.5

9.5 Notwithstanding a Member’s wish to renew their Membership, The Conduit (via the membership team) may in its sole discretion decide:

9.5.1 not to renew any Membership, irrespective of whether the relevant Member is in breach of these Terms and Conditions or not; or

9.5.2 to propose a change in the Membership Category of the Member.

9.6 Where a Member wishes to cancel their Membership mid-year, The Conduit may terminate the Membership but the Member will still be liable for payment of the Membership Fees in full for the remainder of the year, unless The Conduit agrees otherwise in writing.

9.7 Member joining fees are non-refundable.

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10 **EXPULSION OR SUSPENSION**

- 10.1 Where a Member is more than one payment in arrears on their Membership Fees, The Conduit may terminate their Membership upon 14 days' written notice.
- 10.2 Where a Member is in breach of these Terms and Conditions, The Conduit may by decision of the Membership Committee expel or suspend a Member from the Membership, provided that such Member has been given the opportunity by the Membership Committee to put their case to the Membership Committee in writing or at a face to face meeting (such format being at the Membership Committee discretion).

11 **SABBATTICAL**

- 11.1 A Member may by written notice to the Membership Committee request a sabbatical of six-months to one year from the Membership (with a suspension of all Membership Benefits and Membership Fees – except the Membership Fees which have accrued prior to the date of the sabbatical).
- 11.2 In the case of Maternity or Paternity Leave, a member may request a sabbatical for up to six months by written request (with a suspension of Membership Fees). A member may still use The Conduit during this period and benefit from full member benefits.
- 11.3 The Membership Committee retains sole discretion over whether to grant a Member a sabbatical from their Membership. However, in any event, a Member may only be granted a sabbatical once every five years, unless there are exceptional circumstances.

12 **MEMBERSHIP CATEGORY CHANGE**

- 12.1 A Member by written notice to The Conduit (through the membership team) may request a change in their Membership Category. The Conduit (through the membership team) shall at its sole discretion decide whether to approve or decline the request.
- 12.2 Where a Member has their Membership Category altered, the Membership Benefits and Membership Fees for the remainder of the current membership year shall be revised and such revision shall apply for future membership years.

13 **MANAGEMENT**

- 13.1 The Proprietor retains control and responsibility for the conduct and operation of The Conduit.
- 13.2 The Proprietor shall make all decisions on all matters apart from those specifically delegated to the Membership Committee or the membership team.
- 13.3 The Proprietor at its discretion may delegate such responsibilities and powers to committees within The Conduit as they deem appropriate.

14 **MEMBERSHIP COMMITTEE**

- 14.1 The Proprietor shall appoint the Membership Committee annually, which shall be constituted of at least five members of The Conduit's management or personnel.
- 14.2 No Members shall be entitled to be appointed to the Membership Committee.
- 14.3 Decisions of the Membership Committee shall be made on a majority basis.
- 14.4 The Membership Committee shall meet as often as the business of The Conduit may require.
- 14.5 All resolutions of the Membership Committee shall be subject to and may be vetoed by the Proprietor. The Proprietor's decision in all matters is final.

15 **LIABILITY**

- 15.1 Nothing in these Terms and Conditions limits or excludes The Conduit's liability for death or personal injury caused by The Conduit's negligence or any other liability which cannot be limited or excluded by applicable law.

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- 15.2 Except as set out above in this clause 15, The Conduit's liability to a Member arising or in connection to a Membership or use of The Conduit in contract, tort or otherwise shall not exceed the sum of the annual Membership Fees paid by the Member.
- 15.3 A Member acknowledges they are responsible for their personal property and belongings whilst at The Conduit (and the personal property and belongings of their guests). The Conduit shall not be responsible for any loss or damage howsoever caused to a Member's (or their guests) personal property or belongings whilst at The Conduit.
- 16 **MEMBERS' SUGGESTIONS**
- 16.1 The Conduit recognizes that its success is built upon Members' feeling valued and engaged.
- 16.2 Members are encouraged to share suggestions and comments on ways to improve The Conduit via any member of the membership team.
- 17 **VARIATION**
- The Conduit may amend these Terms and Conditions or the Community Principles at any time upon 30 days' written notice to the Members at its absolute discretion.
- 18 **DISPUTES**
- Any dispute as to the interpretation of these Terms and Conditions shall be referred to the Proprietor whose decision shall be final.
- 19 **DATA PRIVACY**
- The Conduit shall handle personal information provided by a Member or prospective Member in accordance with [The Conduit's privacy policy](#).
- 20 **ENTIRE AGREEMENT**
- These Terms and Conditions (and the documents referred to in them) constitute the entire agreement between The Conduit and the Member in relation to its subject matter and supersedes and extinguishes all previous agreements, representations and understandings between The Conduit and the Member, whether written or oral, relating to its subject matter.
- 21 **SEVERANCE**
- If any provision or part-provision of these Terms and Conditions are or become unenforceable, it shall be deemed modified (or, if not possible, deleted) to the minimum extent necessary to make it enforceable, which shall not affect the enforceability of the rest of these Terms and Conditions.
- 22 **NOTICES**
- 22.1 Any notice given to a party under or in connection with these Terms and Conditions shall be in writing and shall be:
- 22.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service to The Conduit at the address state above or to the Member at the address stated in their Membership Application Form (as maybe updated on notice to The Conduit from time to time); or
- 22.1.2 sent by email to The Conduit at [contact@theconduit.com] or to the Member to the email address specified in their Membership Application Form (as maybe updated on notice to The Conduit from time to time).
- 22.2 Any notice shall be deemed to have been received:
- 22.2.1 if delivered by hand, on signature of a delivery receipt;
- 22.2.2 if sent by pre-paid first-class post or other next working day delivery service, at the time recorded by the delivery service; and
- 22.2.3 if sent by email, at the time of transmission.
- 22.3 This clause 22 does not apply to the service of any proceedings or other documents in any legal action or any method of dispute resolution.

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23 GOVERNING LAW

- 23.1 These Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 23.2 The Conduit and a Member each agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) relating to these Terms and Conditions or their subject matter or formation.

24 DEFINITIONS

24.1 The following definitions shall apply in these Terms and Conditions:

“Community Principles”:	The Conduit’s community principles which a Member is to comply with whilst at The Conduit to safeguard the use and enjoyment of The Conduit by its members and their guests.
“Member”:	a member of The Conduit.
“Membership”:	being a Member.
“Membership Application Form/Membership Nomination Form”:	the forms used to apply or nominate an individual to join The Conduit
“Membership Benefits”:	the membership benefits which apply to a Member in relation to their Membership Category.
“Membership Category”:	the category of Membership a Member holds.
“Membership Committee”:	the membership committee appointed by the Proprietor to manage membership matters relating to The Conduit.
“Membership Fees”:	the membership fees payable by a Member for their Membership with such membership fees reflecting the Membership Category of the Member.

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