

UPSTAIRS - Membership Card Rules, Terms and Conditions

RULES OF OBTAINING AND MAINTAINING A MEMBERSHIP CARD

The name of the premises is Upstairs at The Department Store (“Upstairs”) which is operated by Upstairs at The Department Store Ltd (“UTDS”).

Upstairs is a proprietary private members restaurant and bar, on premises owned by Squire & Partners, (“S&P”).

UTDS charges member an annual subscription fee of £320 or in monthly instalments of £29. The right to amend or waive any such fees or subscriptions shall be at UTDS’s sole discretion.

OBJECTIVE

The objective of Upstairs is to promote and provide food, beverage and recreational facilities for its members.

PRELIMINARY MATTERS

UTDS manages the premises and provides all necessary facilities for carrying on in accordance with the objects of UTDS and these rules and any by-laws.

The Upstairs premises are located at The Department Store, 248 Ferndale Road, London, SW9 8FR, and entered via Stockwell Avenue.

UTDS shall be operating the Upstairs restaurant and bar on an on-going basis. UTDS retains the ultimate say in all matters and their decision shall be binding.

These rules shall be applicable to all members and their guests.

MEMBERSHIP CARDS

A membership card is open to people aged 25 years and above and shall be open without discrimination, which is unlawful under the Equality Act 2010. The applicant will supply their details to UTDS via an online form. Any inaccuracy in or omission from an application may render it void at the discretion of UTDS. Membership cards are non-transferable. Upon obtaining an invitation for a membership card, the member will be notified accordingly and they will be provided with a copy of the terms and conditions. The member shall be bound by all terms and conditions, which may be made or varied from time to time.

The elected or admitted member shall not be entitled to enter until he or she has made payment and collected their membership card.

UTDS has the right to refuse any application for, or termination of, a membership card without giving a reason. UTDS shall have discretion to introduce different tiers, for example: lifetime members or honorary members.

APPLYING FOR A MEMBERSHIP CARD

Members are admitted by completing an online form to ensure they meet certain criteria and only at the sole discretion of UTDS.

UTDS admits new members as space becomes available.

UTDS shall use all reasonable endeavours to ensure that no applicant, member or guest receives less favourable treatment on the grounds of their sex, race, religion or belief, disability, marital status, age, sexual orientation, nationality, colour or ethnic origin.

Membership cards must be presented to the reception upon entry. Any member who allows his or her card to be used by a non-member or guest will have their membership terminated.

GUESTS

Members are permitted up to five guests unless agreed in advance by UTDS. Members guests may not enter the premises without the member present. Members must not sit separately to their guests or allow their guests to remain on the premises when they leave. Members are responsible for ensuring their guests follow all rules and policies, and can face suspension or termination of a membership card if their guests violate those rules. The member must sign his or her guests name in at the reception. Former members who have been expelled, members who are under suspension or persons who have been rejected may not be admitted as guests to the premises. UTDS reserves the right to refuse admission to the premises.

COMMUNICATION WITH UTDS

All members shall be under a continuing duty to notify UTDS of their up-to-date address, telephone number and email address. Any notices required to be given by UTDS to members may be sent by email or posted on the Upstairs website. Electronic notices shall be deemed to arrive immediately after being sent by UTDS.

BOOKINGS/RESERVATIONS

Reservations must be made by telephone, e-mail or via the website for both lunch and dinner.

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Failure to fulfil a reservation may result in a cancellation fee determined by UTDS. Failure to make a reservation may result in being turned away from the premises due to lack of space.

ANIMALS

Domestic animals, including dogs, are not allowed access Upstairs. Exceptions to this rule is for Trained Assistance Dogs only.

CHILDREN

Only those 18 and above are permitted on the premises for seated dinners after 6 pm. Children under the age of 18 are permitted Upstairs during the day until 6pm.

Please be considerate of other guests when you bring children Upstairs and always accompany them, especially on the roof terrace and bar area. Scooters and skateboards are not welcome on the premises.

TERRACE

After 11 pm there is limited capacity on the terrace for smokers only, this is enforced by management.

ATTIRE

There is no dress code Upstairs, however, if the attire is deemed inappropriate UTDS reserves the right to refuse entry.

LAPTOPS | TABLETS

Upstairs at The Department Store is designed to be a social space. We do not allow the use of laptops or tablets. Upstairs is where people come to escape the pressures of work and socialise with friends. We do not have public wi-fi in the space.

STAFF

Members and their guests are expected to conduct themselves in a courteous manner and with respect towards UTDS employees.

PRIVATE PARTIES

As a rule the Upstairs will not close to members for private parties, however, the space may occasionally be closed at the discretion of UTDS and is available to hire on Monday nights.

The Roseberry Room and The Dome are available for private events. Please contact events@thedepartmentstore.com if you are interested in hiring the spaces.

BILLS AND PAYMENT

Upstairs is cashless and bills must be paid via card or Apple Pay. Members are responsible for any unpaid bills of their guests.

Upstairs charges a yearly fee of £320 which is taken via Direct Debit. This fee can also be paid in monthly instalments of £29 for a minimum term of 12 months. Direct Debits must be kept active for the duration of your membership with us. Failure to pay your membership fees for a period of three months will result in the termination of your membership.

Membership fees are non-refundable and are subject to change.

Membership fees cannot be frozen or placed on hold.

MEMBERSHIP CARD RENEWAL

Membership card renewals are reviewed yearly by UTDS and a membership may be revoked without giving a reason. If a member does not use their membership card this may result in termination of the membership. The decision on renewal is final and cannot be appealed.

RESIGNATION

Members may resign their membership card at any time after the minimum of term of one year.

EXPULSION OF A MEMBER

UTDS shall have the power to suspend a member for a period not exceeding 90 days or to expel permanently any member whose conduct, whether within the premises or elsewhere, is in the opinion of UTDS injurious to the good name of Upstairs or renders them unsuitable for a membership card.

The following non-exhaustive list of behaviours will result in the immediate expulsion from the premises of those responsible, along with any accompanying members or guests, and may, at the complete discretion of UTDS result in suspension or termination of the membership card:

- Misconduct under the influence of alcohol or illegal substances
- Any conduct deemed to be abusive, intimidating or disrespectful to other Upstairs members or Upstairs staff

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- Deliberate removal, damage or destruction of property belonging to Upstairs, its members or their guests
- Any conduct capable of endangering the Premises License
- Any action, within or outside the premises, likely to cause a disturbance to residents in the local area
- Improper use of membership card

UTDS shall have the power to operate a system of member disciplinary proceedings for dealing with complaints made in respect of any member act or omission, which in the opinion of UTDS is discreditable or prejudicial to the interests of Upstairs.

TERMINATION OF A MEMBERSHIP CARD

Termination of a membership card is ultimately at the discretion of UTDS. The decision is final and cannot be appealed.

Those who have had their membership card terminated will not be refunded the unredeemed portion of their yearly fee (if applicable) and cannot return to the premises as a guest in future. Failure to use the facilities Upstairs for extended periods is likely to lead to termination.

RIGHTS AND PRIVILEGES OF A MEMBERSHIP CARD

All members are entitled to the full rights and privileges of Upstairs, but have no proprietary rights with regards to premises, anything found therein, or any other UTDS property.

SMOKING

No smoking is allowed inside the premises at any time, only on the terrace. All members and their guests are obligated to abide by all applicable no-smoking governmental laws.

CODE OF CONDUCT AND LICENSING CONDITIONS

Members and their guests are asked to be mindful of the residents in the vicinity and to enter and leave the premises quietly. Disturbances by members or their guests on the street may result in termination of their membership card.

The sale or supply of alcohol and other licensable activities in the premises is permitted within the hours and conditions permitted under the Premises License in respect of Upstairs. Members and

guests must not engage in any behaviour or activity that breaches or imperils the UTDS Premises License.

LIABILITY FOR PERSONAL PROPERTY

All property brought into Upstairs by any member, or their guest shall be at their sole risk and neither UTDS nor any employee of Upstairs shall be liable for any loss or damage to any such property.

UTDS, its employees, and agents shall not be liable to any member or guest of a member for any injury suffered by them or their property. However, nothing in these Rules and Regulations shall be deemed to exclude UTDS's liability for death and/or personal injury arising out of any negligent or unlawful act by UTDS.

DISPUTE OF THE RULES

In the event of any dispute arising as to the meaning or interpretation of these rules, the matter shall be referred to UTDS, whose decision shall be final.

These rules shall be governed and construed in accordance with English law, and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

DATA PROTECTION AND STORAGE

UTDS takes member privacy seriously and will only use personal information to provide services requested of them.

UTDS is the data controller in relation to member data and will collect information on members via an online form on the website in order to register their interest in obtaining a membership card. Members will be contacted via a monthly newsletter consisting of upcoming events, closures or important information relating to members. All members must have opted in to receive newsletters and can unsubscribe at any time.

UTDS will pass member information onto management and data storage systems; Nexodus, GoCardless, and Cognito Forms. These are used to hold member information such as contact details and booking information. UTDS will not disclose any information or data to any company outside those stated here.

All Members are protected by the rights under Data Protection Law, for more details see our Privacy Policy on our website. www.upstairsbrixton.com

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NOTICES

UTDS may alter or revoke the rules of Upstairs at any time. Such alterations shall be deemed to have been brought to the notice of members provided that the latest copy is provided on the Upstairs official website www.upstairsbrixton.com or in accordance with the communication provisions above.

DISSOLUTION

Upstairs may be dissolved by S&P or UTDS at any time.

UPSTAIRS TRADEMARK RIGHTS

Members and their guests shall not use the names, logos, colours, trademarks, service marks, photographs, trade dress, or other identifying features of Upstairs (the "Upstairs Marks") without obtaining the specific prior written approval of UTDS as to the specific use. You hereby expressly recognise that the Upstairs Marks are the valid, unique and exclusive property of Upstairs, its parent, affiliates and/or subsidiaries. Members and their guests may not produce or create, or authorise others to produce or create, the Upstairs Marks for any purpose whatsoever, including, but not limited to, in any communications, marketing, advertising or other promotional materials (including, but not limited to, brochures, flyers, invitations, e-mail messages, etc.) that utilize the Upstairs Marks without UTDS's prior written consent.

CCTV

UTDS employs the use of CCTV cameras and operates them within a strict Code of Practice. All CCTV Operators are trained to operate within this Code of Practice and all relevant legislation. The system has been registered under the Data Protection Law and operates within the guidelines laid down by the Information Commissioner. The system is operated in accordance with the Human Rights Act 1998, the Regulation of Investigatory Powers Act 2000 and the Freedom of Information Act 2000.

Images recorded by the CCTV cameras are retained for 31 days and are then wiped unless required for an ongoing investigation by an enforcement agency. CCTV footage may be provided to the authorities as part of an investigation or otherwise required by the CCTV conditions imposed on the Upstairs Premises License. No images shall be provided for commercial, entertainment or any other purposes.