

# Member Rules

The Member Rules (“**Member Rules**”) of the Institute of Directors (“**IoD**”) apply to all members of the IoD (“**Members**”) as a condition of their membership. Members are required to adhere to the Member Rules in addition to their obligations under and the requirements of:

- the IoD’s applicable Membership Terms and Conditions, the current version of which for:
  - full Members is available [here](#);
  - day Members is available [here](#); and
- the IoD’s Royal Charter and By-Laws (which are the IoD’s governing constitutional documents), the current versions of which are available [here](#).

Any references to the “IoD” in these Member Rules may at the IoD’s discretion (and upon notice to you) also refer to any and all of the IoD’s designated subsidiaries, affiliates, partners, licensees, franchisees and/or any other connected entities as may be notified to you from time to time.

## 1. IoD Premises Rules and Requirements

Members are required to adhere to the following rules and requirements when using any IoD premises and facilities at those premises, together with:

- (a) Any additional policies, rules or requirements that may apply in the IoD’s regional or international premises (“Additional Rules”). The IoD will endeavour to make Members aware of any Additional Rules upon or following their arrival at the relevant premises. However, if Members are in any doubt as to what, if any, Additional Rules apply, they should contact an IoD staff member at the relevant premises for further information.
- (b) The reasonable and lawful directions or requests of IoD staff or IoD contractors (for example, security personnel) at the applicable premises, including, without limitation, in relation to health and safety matters, general conduct or adherence to these Member Rules and any Additional Rules.

A full list of the IoD’s UK and international premises, including details of their facilities and general opening hours is available [here](#).

- 1.1 Members are entitled to use the IoD premises and facilities whilst their membership is current (and has not been suspended) except where the Member has been excluded in accordance with these Member Rules.
- 1.2 Opening hours for each of the IoD’s premises and the facilities within those premises may vary from location to location, and are subject to change by the IoD from time to time. Members are advised to check opening hours on arrival at the premises and are required to leave the premises, or stop using the relevant facility, before the applicable closing time.
- 1.3 On entering IoD premises, every Member must produce their membership card. All premises require a ‘checking-in’ procedure which the IoD uses for management and security purposes. If requested, Members shall provide valid identification, which includes a photograph of the Member (for example, a passport or driving licence), along with their membership card.
- 1.4 Members may not:
  - (a) Use the premises as a regular substitute for their office.
  - (b) Hold meetings of more than four people at a time. Business Centre rooms if available, may be hired for such meetings. Members are not allowed more than three guests in communal areas (including Member Lounges) and may not use more than one table or booth at any one time. However, bar areas, where available, may be used to accommodate more than three guests on an exceptional basis, unless notified otherwise by IoD staff at the relevant premises.
  - (c) Use the communal rooms at any IoD premises on more than 52 days in a calendar year or as otherwise stated in the Member’s benefit package.
  - (d) Reserve tables and chairs by leaving papers and other items unattended for more than 15 minutes. Any unattended items will be removed.
  - (e) Remove from the premises any property of the IoD or of another Member or guest without the agreement of the relevant owner.
  - (f) Publish the name, address, telephone or fax numbers of the premises on their business communications or use them in such as was as might give the impression that they are those of their own business or office.
  - (g) Direct mail to IoD premises for collection.
  - (h) Use IoD staff to collect and receive mail, phone calls or messages other than on an exceptional basis when agreed in advance in writing by the manager at the relevant premises.
- 1.6 Members may leave items in the cloakroom. Items can be stored overnight on an exceptional basis with prior permission from IoD staff at the premises. While the IoD will use reasonable measures to ensure the security of any items that are left, members acknowledge that items are left at the owners’ own risk and that any items of value should not be stored at IoD premises.
- 1.7 Each Member is responsible for any damage to the premises and any loss of or damage to its contents, which is caused by that Member and their guests. Members will be required to meet the full cost of repairing or replacing (as applicable) any such damage or damaged contents.

*(continued overleaf)*

- 1.8 The IoD premises and any catering facilities are governed by, as applicable, a liquor licence, food hygiene regulations and other licences, conditions for carrying on business or legal requirements. Therefore, Members using the premises may not:
- (a) Carry on any betting, gaming or auction sales.
  - (b) Bring in food or drink for consumption that has not been purchased at the premises.
  - (c) Bring animals (with the exception of guide dogs) into the premises.
- 1.9 No filming or photography may take place within the premises without prior permission in writing from the management of the relevant premises.
- 1.10 Members are required to conduct themselves in a professional manner and to respect and act with courtesy to their fellow Members, the IoD and IoD staff, when holding meetings and using technology (of any kind including, without limitation, the use of hands free devices, video conferencing and headsets) in the communal rooms and otherwise when using the premises and facilities.
- 1.11 Members are required to ensure full payment for any food or drinks consumed at the premises by the Member or their guest or other services used (for which an additional charge applies), before leaving the premises.
- 1.12 The IoD accepts no liability for death or personal injury caused to a Member or guest (including, without limitation, any liability for any Covid-19 or coronavirus related personal injury or any other similar or related viruses of any kind which may be contracted whilst attending any IoD premises), nor is the IoD liable for lost or damaged personal property, unless this is caused as a result of the IoD's negligence or breach of contract.

## 2. IoD Premises: Member Guests

- 2.1 Members may invite guests to accompany them while at the premises (up to 3 guests in free meeting areas as per section 1 above), subject to the following additional requirements:
- (a) Guests of Members may only use the facilities when accompanied by their host Member. Members must not leave their guests unaccompanied for longer than 15 minutes.
  - (b) Members are responsible for ensuring that each guest is signed in at reception on arrival and leaves the premises with their host Member.
  - (c) Members will be held personally responsible for the conduct of their guests and are responsible for ensuring that their guests comply with these Member Rules, the Membership Terms and Conditions and any other applicable requirements to which the Member is subject.
  - (d) Children are permitted to enter the premises as guests of a Member, however the IoD reserves the right to require Members accompanied by children to leave the premises where, in the IoD's reasonable opinion, those children are behaving inappropriately or are otherwise disturbing other Members or interrupting the carrying out of business on the premises.

## 3. Exclusion from IoD Premises and Termination of Membership

The IoD reserves the right, in its reasonable discretion, to exclude, either temporarily or indefinitely, from any IoD premises, any Member or guest on one or more of the following grounds: security, safety, non-compliance with these Member Rules or any other obligation to which the Member is subject, behaving in an inappropriate, violent or illegal manner, causing disruption, embarrassment or offence, abusing staff or other Members and their guests, dressing inappropriately or if the Member or their guest appears to be under the influence of drugs or alcohol. If the exclusion is for a period of more than 72 hours, notice must be given by the IoD in writing to the Member within 72 hours of the exclusion taking effect or as soon as practical thereafter. No Member will be excluded for more than 21 days unless a formal notice of disciplinary proceedings has been provided to that Member by the IoD in accordance with its applicable procedures. The exclusion of a Member may be ordered:

- (a) By any IoD premises manager or front of house staff for up to 48 hours.
- (b) By the Director General, or the Institute Secretaries or the Board whatever the period of exclusion may be.

In addition, or as an alternative, failure by a Member to adhere to the Member Rules may result in the IoD terminating the Member's membership as provided in the Membership Terms and Conditions, which can be accessed [here](#).

## 4. IoD Premises Dress Code

IoD premises are a place for business. Members and their guests are required to dress as they would for a professional place of work. Any decision regarding the suitability of a Member's appearance will be entirely at the discretion of the management. It is the responsibility of Members to convey the dress code requirements to their guests.

## 5. Changes to the Member Rules and Disputes

- 5.1 From time to time these Member Rules may be updated by the IoD. Where feasible, the IoD will consult with Members prior to making changes to these Member Rules and notify Members of any changes via email and/or post at the email or postal address specified by the Member on their membership application form. The latest version of the Member Rules will be available on the IoD's website.
- 5.2 Any dispute relating to these Member Rules will be addressed in accordance with the Membership Terms and Conditions, which can be accessed [here](#).

## 6. Validity

Each of the paragraphs in these Member Rules operates separately. If a court finds part of these Member Rules to be illegal and unenforceable, the rest will continue in full force and effect. Nothing in these Member Rules affects Members' statutory rights.