

## RULES OF THE CASINO

These are the terms and conditions on which the casino operates (the "Rules").

Please read these terms and conditions carefully, if you have any questions, please contact us on the details below.

### 1. NAME, ADDRESS, PROPRIETOR AND CONSTITUTION

- (a) The name of the casino is Manchester 235 (the "casino") and its address is The Great Northern, Watson Street, Manchester, M3 4DT (the "casino premises").
- (b) The Proprietor of the casino is London Clubs Manchester Limited, (a limited liability company incorporated and registered in England with company registration number 03103451 (the "Proprietor"), a wholly owned subsidiary of London Clubs Management Limited ("LCM") trading as Metropolitan Gaming.
- (c) The Proprietor is licensed by the Gambling Commission, full details can be located on the Gambling Commission's website.
- (d) The Proprietor will:
  - i) provide the casino premises;
  - ii) provide all reasonable necessities as may be required for carrying on a casino in accordance with its objects and these Rules; and
  - iii) be solely responsible for all expenses incurred under the above.

### 2. OBJECTIVES

- (a) The objects of the casino are:
  - i) for the furtherance of non-political, social and recreational activities;
  - ii) to provide good quality amenities, food and other facilities; and
  - iii) for gambling and entertainment, in accordance with the laws for the time being applicable.

### 3. THE MET CARD

- (a) Whilst there is no compulsory casino membership requirement, patrons are able to become card holders of The Met Card. Full details of the Met Card are available on request and available on the website [www.metropolitangaming.com/themetcard](http://www.metropolitangaming.com/themetcard).

### 4. TERMS OF ENTRY

- (a) Patrons are reminded that no person under the age of 18 years is permitted to enter any casino premises. In the case of ALEA Nottingham entry is permitted to children (those under 16) and young persons (those aged 16 or 17) to enter its restaurant via a separate non-gambling entrance only.
- (b) Metropolitan Gaming operates a strict challenge 21 policy which requires that any patron appearing to venue personnel to be under the age of 21 in that employee's sole opinion, MUST provide valid photo identification ("ID") to the satisfaction of said venue personnel as proof of age. In Scotland the age for challenge is 25 years to align with the requirements of Scottish liquor licensing. In all other respects Metropolitan Gaming's approach remains consistent. Failure to produce such ID will result in refusal of entry. Admittance of patrons is at the sole discretion of venue personnel.

### 5. RIGHTS AND LIABILITIES OF PATRONS

- (a) Patrons shall, subject to these Rules, be entitled to use and enjoy (in common with other patrons) the casino and the facilities therein provided by the Proprietor for the use of patrons, but shall not by reason of patronage alone be under any financial liability.

### 6. BILLS AND RECOVERY OF DEBTS

- (a) The Proprietor and its employees may withhold from patrons, payment of stakes and/or winnings for the purposes of recovery (in whole or in part) or outstanding Debts owed by the patron.
- (b) ("Debts") to: (1) the Proprietor; (2) LCM; or (3) any subsidiary or holding company of the Proprietor and each and any subsidiary of a holding company of the Proprietor.
- (c) Patrons gambling at the casino authorise the Proprietor, in its absolute discretion, to apply any, and all chips they may redeem to reduce any Debts.
- (d) For the avoidance of doubt, Debts will also include any costs incurred in any attempt to recover Debts.

# RULES OF THE CASINO

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- (e) The Proprietor will be entitled to charge interest on any debt amount from the date it was incurred until the date it is paid at a rate of 8% per annum.
- (f) Patrons must pay all bills before leaving the casino unless they have approval by a member of casino management not to do so.
- (g) Any non-payment shall be a breach of these Rules and could result in a temporary or permanent suspension.
- (h) When you gamble with us you are confirming that you are acting for yourself and not on behalf of anyone else and you are using your own funds.

## 7. TERMS ON WHICH GAMBLING IS OFFERED

- (a) A copy of the contractual terms on which gambling is offered (comprising these Rules and any Rules which apply to each game offered by the casino) will be made available to patrons upon request. By gambling in our casinos patrons agree to all these Rules.
- (b) The Rules of the Casino may be altered, revoked or supplemented at any time by the Proprietor and any change, variation or revocation shall be deemed to have been brought to the notice of the patrons and take immediate effect by posting details of such change at the Reception desk and/or including details on the casino website.

## 8. EXCLUSION OF PATRONS BY THE CASINO

- (a) The Proprietor and/or Metropolitan Gaming may, in its/their absolute discretion at any time without notice and for any reason, exclude any patron from the casino. Such exclusion will also take effect in all other casinos within the Metropolitan Gaming Group unless otherwise confirmed in writing.
- (b) If a patron is excluded in accordance with 8 (a) the Proprietor reserves the right to refuse the patron access to any Metropolitan Gaming Group premises and to withhold from said patron the payment of stakes and/or winnings at the casino or any Metropolitan Gaming Group premises.
- (c) If a patron is excluded in accordance with Rule 8 (a) any reinstatement shall be at the sole discretion of the casino management. No such reinstatement shall be effective unless given by a member of Metropolitan Gaming management.

- (d) The Proprietor is committed to ensuring that gambling is kept crime free and conducted in a fair and open manner in accordance with the licensing objectives of the Gambling Act 2005 ("GA2005"). Any patron who, in the opinion of the casino employees, is or has been in breach of the Rules of a game in the casino will not be permitted to benefit from this breach. Breach of this rule will invalidate any gaming affected and any stakes or winnings hazarded shall be forfeited.
- (e) The Proprietor may disclose information relating to patrons whose access has been terminated or suspended to regulatory and enforcement authorities and to other casino operating companies outside the Metropolitan Gaming Group for the prevention and detection of crime, insofar as this is not inconsistent with the casino's obligations under data protection legislation.
- (f) No refunds will be made in the event of termination or suspension.

## 9. SOCIAL RESPONSIBILITY & SELF-EXCLUSION

- (a) The casino is bound by the Social Responsibility requirements of the Gambling Act 2005 and the Gambling Commission's Licence Conditions & Codes of Practice ("LCCP"). Accordingly, the casino and the Proprietor adhere to Metropolitan Gaming's Safer Gambling Policy and Procedures.
- (b) Every patron is responsible for their own actions. Separately the casino, as part of the Metropolitan Gaming Group is committed to promote safer gambling for all patrons and to provide options for assistance to those who may be at risk of gambling harm. As part of that code, the casino and Metropolitan Gaming participate in a voluntary self-exclusion scheme "SENSE". This scheme may be implemented if a patron seeks self-exclusion from any Metropolitan Gaming Group property and those of any other UK casino operator. Any period of self-exclusion under SENSE will last for a period of at least 6 months.
- (c) The terms and conditions relating to SENSE are available in the casino, via the website [www.metropolitangaming.com](http://www.metropolitangaming.com) and on request.



# RULES OF THE CASINO

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## 10. PROPERTY

- (a) No property belonging to the casino or the Proprietor shall be removed from the premises by any patron. Neither, the Proprietor nor any member of the Metropolitan Gaming Group nor any of its employees, accept any responsibility for any loss or damage to property on the premises whether or not entrusted to the care of a Group Casino or any of its employees.

## 11. PATRON FUNDS NOT PROTECTED

- (a) Patrons are advised that it is the policy of the Proprietor and Metropolitan Gaming not to protect patrons' funds held on deposit in the event of the casino's insolvency.

## 12. OPENING HOURS

- (a) The casino shall open and be prepared to receive patrons daily during such hours as the Proprietor in its absolute and sole discretion shall determine from time to time.

## 13. SALE & SUPPLY OF LIQUOR

- (a) The sale or supply of intoxicating liquor in the casino shall be as determined by statutory provision, local regulation and the casino's local authority alcohol licensing conditions.
- (b) The casino and Proprietor reserve the right to cease serving alcohol to any patron without giving a reason.

## 14. GAMING

- (a) No game of hazard or chance shall be played in the casino otherwise than in accordance with all applicable laws and regulations.
- (b) No device (whether electrical, mechanical or otherwise), skill, trick or deception (which for the avoidance of doubt shall be deemed to include, but not to be limited to, card counting), the purpose of which is intended to defraud, or to gain an unfair advantage in, or to influence, any gambling in the casino may be used by any patron, whether on or off the premises.
- (c) The casino reserves the right to hold in its possession any patron's winnings from and stakes in any gambling if they suspect the patron has breached Rule 14 (b). Casino

management shall be entitled to hold such winnings and stakes until the conclusion of any investigation aimed at establishing whether the patron concerned has breached Rule 14 (b). If after the investigation casino management concludes that the patron has breached Rule 14 (b) then the gaming affected will be invalidated and the winnings derived therefrom, and the stakes hazarded, will be forfeited. In all other cases the winnings and stakes will be released to the patron unless any other good and valid reason entitles or requires the casino to retain the same and/or pass the same to any third party.

- (d) The casino are obliged in certain cases to notify the Police, National Crime Agency and/or The Gambling Commission and any other relevant authority of any breaches of Rule 14 (b) and of any action taken under Rule 14 (c), where it considers it appropriate to do so.
- (e) Gaming chips issued by the casino remain the property of the casino and must be returned or redeemed (as appropriate) on demand.

## 15. DUE DILIGENCE REQUIREMENTS

- (a) Patrons will be required to produce appropriate ID documentation, to ensure compliance with applicable legislation and regulations.
- (b) The Proprietor reserves the right, as part of their due diligence procedures, to conduct checks and raise queries with patrons to comply with applicable legislation and regulations.
- (c) The casino and Proprietor reserve the right not to proceed with any transaction and/or to freeze any monies in their possession until such time that (i) they have obtained the required information under Rule 15 (b); and / or (ii) the casino have completed any other processes that may be required under applicable legislation and regulation. Suspensions will be removed as soon as practicable if the reason for suspending no longer applies.



# RULES OF THE CASINO

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## 16. DATA PROTECTION

- (a) The casino will adhere to all applicable laws and regulations in relation to processing any personal information relating to our patrons.
- (b) In accordance with those laws, Metropolitan Gaming publishes a Data Processing Notice ('DPN') to which the casino adheres. This DPN describes how any personal information that the casino and Metropolitan Group collects from you, or that you provide to the casino, will be processed by Metropolitan Gaming and our lawful purposes of doing so.
- (c) The DPN also sets out your rights as the Data Subject and the procedures that you are entitled to invoke if you have any questions or complaints relating to our processing of your personal information.
- (d) Our current DPN is always available upon request at a Metropolitan Gaming casino or via [www.metropolitangaming.com/data-processing-notice](http://www.metropolitangaming.com/data-processing-notice)

## 17. ANIMALS

- (a) Patrons who have registered disability assistance animals may bring their animal into the premises. Animals which do not fulfil these criteria are not permitted.

## 18. MAIL

- (a) No patron of the casino shall give the casino as their address for any purpose.

## 19. USE OF CASINO NAME

- (a) No patron shall use the name or membership of the casino for any form of advertising.

## 20. COMPLAINTS

- (a) The casino and Metropolitan Gaming are bound by the Complaints and Disputes requirements of the GA2005 and the LCCP. Accordingly, the casino operates under Metropolitan Gaming's Complaints & Disputes Policy & Procedures. A copy of the complaints and dispute procedure is available on the website [www.metropolitangaming.com/contact-us/complaints-now](http://www.metropolitangaming.com/contact-us/complaints-now) on request or upon making a complaint or raising a dispute.
- (b) All patrons are deemed to accept the terms of Metropolitan Gaming's Complaints & Disputes Procedures.

## 21. REPRIMANDING EMPLOYEES

- (a) No employees of the casino or Metropolitan Gaming Group shall be reprimanded by any patron; neither shall any patron harass, nor use insulting behaviour towards employees of the casino or Metropolitan Group. Any breach of this Rule by a patron may result in immediate suspension to access the casino and access to any Metropolitan Gaming Group premises. Any breach of this Rule by a patron at the casino or any other Metropolitan Gaming Group premises may result in immediate barring from the casino and/or any other Metropolitan Gaming Group premises. A breach of this Rule will entitle the casino or any member of the Metropolitan Gaming Group to withhold from any individual the payment of stakes and/or winnings.

## 22. SEVERABILITY

- (a) If at any time any provision of these Rules is adjudged to be illegal, invalid or unenforceable, that Rule shall be deemed deleted but that shall not affect or impair the legality, validity or enforceability of any other Rules.

## 23. OUR RIGHTS

- (a) No failure or delay by the Proprietor to exercise any right or remedy provided under these Rules or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

## 24. GOVERNING LAW

- (a) These Rules and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. In the case of ALEA Glasgow which is located in Scotland, Scottish Law may apply.

## 25. CONTACT US

- (a) If you have any questions about these Rules or any other Rules of the casino, please contact us by writing to the Club Director, Manchester 235, The Great Northern, 2 Watson Street, Manchester M3 4LP.

**These rules are effective from 1 June 2022.**



# RULES OF THE CASINO

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## **METROPOLITAN GAMING GROUP PREMISES**

### **ALEA Glasgow**

Springfield Quay, Paisley Road, Glasgow G5 8NP

### **ALEA Nottingham**

108 Upper Parliament Street, Nottingham NG1 6LF

### **Empire Casino, London**

5-6 Leicester Square, London WC2H 7NA

### **Empire Poker Room, London**

7 Leicester Street, London WC2H 7BL

### **Manchester 235**

The Great Northern, 2 Watson Street, Manchester M3 4LP

### **The Rendezvous at the Marina, Brighton**

Brighton Marina Village, Brighton, BN2 5UT

### **The Sportsman Casino, London**

Old Quebec Street, London W1H 7AF

