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**PART I**  
**THE COUNTRY CLUB AT HONG LOK YUEN BYE-LAWS**  
**GENERAL**

**AUTHORITY**

These Club Bye-Laws are made by the Board of Directors pursuant to the Memorandum and Articles of Association of Hong Lok Yuen Country Club Limited. They may be revoked, altered, added, supplemented, varied or repealed from time to time at the discretion of the Board of Directors and may in any event be set aside by a resolution of the Board of Directors.

**STATUS AND MANAGEMENT**

The Club is a proprietary club, the proprietor of which is the Proprietor, a wholly-owned subsidiary of Sun Hung Kai Properties Limited. The Proprietor, itself or through a management company engaged by it, shall appoint a General Manager to manage the operations of the Club on behalf of the Proprietor.

The overall control of the Club and management of its affairs shall be vested in carried on by the Proprietor who may at its sole discretion delegate to any person, committee, company or firm, any power or authority in the control and/or management of the Club.

The local management of the Club shall be under the direction of the General Manager who shall be appointed by the Proprietor and vested with such powers as may be delegated to him by the Proprietor.

All matters related to the Club shall be determined by the Proprietor and all references to acts or decisions of the Club herein shall be to acts and decisions of the Proprietor or its authorised representative.

**INTERPRETATION**

1 In addition to the definitions contained in the Proprietor's Memorandum and Articles of Association, the following shall be applicable to these Bye-Laws unless any Bye-Laws specifically express to the contrary.

1.1 "The Club" means "The Country Club at Hong Lok Yuen" or "CCHLY", formerly known as Hong Lok Yuen Country Club or HLYCC.

- 1.2 “Proprietor” means “Hong Lok Yuen Country Club Limited”.
  - 1.3 “HLY” means “Hong Lok Yuen Estate”.
  - 1.4 “Member” means a Member of the Club and includes Individual/Ordinary, Child, Corporate, Corporate for Multi-Users, Corporate Weekdays Dining, Annual, Tenant, Senior, Gym, Dining, Associate or Honorary Members, or any or specified category of membership as decided by the Proprietor, but does not include visitors or guests.
  - 1.5 “Nominee” means any person nominated by a Corporate Member or an Annual Group Corporate Member to exercise all rights and privileges as a Member of the Club.
  - 1.6 “Register of Members” means the Register kept by the Proprietor in respect of the names of all Members, and Nominees for the time being, of the Club.
  - 1.7 “Lawful Spouse” means the husband or wife of a Member who is able to produce to the Proprietor a valid marriage certificate or such other documentary proof of marriage to the satisfaction of the Proprietor.
  - 1.8 “General Manager” means the Manager of the Club from time to time appointed by the Proprietor for the local management of the Club generally, in accordance with these Bye-Laws and Rules and Regulations made hereunder and in accordance with the directions of the Proprietor.
  - 1.9 “Club Management” means the management team (including the General Manager) of the Club, as from time to time, appointed by the Proprietor for the local management of the Club generally, in accordance with these Bye-Laws and Rules and Regulations made hereunder and in accordance with the directions of the Proprietor.
  - 1.10 “Debenture” means debentures in denominations of HK10,000.00 each from time to time issued by the Proprietor.
- 2 The Articles of Association of the Proprietor and these Bye-Laws as revised or amended from time to time.
  - 3 The Club is formed as a Social and Recreational Club.
  - 4 The Club is a Proprietary Club, the Proprietor and sole manager of which is the Proprietor.
  - 5 The Proprietor will provide the Club with a Clubhouse headquartered in Hong Lok Yuen, Taipo, New Territories, Hong Kong and facilities as the Proprietor considers reasonably necessary for operating the Club in accordance with its

objectives and these Bye-Laws and its facilities are subject to change from time to time determined by the Proprietor.

- 6 The Proprietor will be solely responsible for all expenses connected with the Club, including the engagement and payment of employees, catering and all other matters involving expenditure of money.
- 7 The Club will be open to Members during such hours as the Club Management shall from time to time determine unless circumstances exist which are beyond the control of the Proprietor, such as public disturbance, strikes, natural disaster, damages or repairs to the Club premises or any of its facilities, etc.
- 8 Every Member of the Club shall, subject to these Bye-Laws from time to time in force and payment of relevant entrance fees, monthly subscriptions, security deposits, and other charges and payments, be entitled to use and enjoy, in common with the Proprietor and all other Members of the Club and all others entitled to such use and enjoyment.
- 9 The number of Members of the Club shall be fixed at the sole discretion of the Proprietor.
- 10 The Proprietor reserves the right to reject any application for any class of membership without assigning any reason therefor.

#### **SUBSCRIPTIONS, FEES AND CHARGES**

- 11 The entrance fees, subscriptions and other fees, payment or charges payable by all classes of Members and fees payable in respect of visitors and guests shall be at such rate and payable at such time as may be prescribed by the Proprietor from time to time.
- 12 The Proprietor may at its discretion stipulate different rates of entrance fee for different classes of membership and may, from time to time, at its sole discretion adjust such rates as it shall deem appropriate.
- 13 The fees chargeable for the use of various facilities including food and beverage and sports facilities are solely determined by the Proprietor and details may be

obtained from the Club Management. Such fees may be adjusted from time to time at the discretion of the Proprietor.

- 14 The entrance fee, annual fee, security deposit and monthly subscription shall be payable in advance at such rates as may be prescribed by the Proprietor.
- 15 No refund of entrance fees or subscriptions or other sums paid shall be made by the Proprietor in the event of a resignation or expulsion of a Member, except that the balance of security deposit (if any) paid by the Member shall be refunded without interest after settlement of all sums outstanding and due to the Club by such Member.

## **MEMBERSHIP**

The Club shall have the following classes of membership:

- 16 Individual or Ordinary Member: any person accepted for membership other than as an Honorary Member, Corporate Member, Corporate Member with Multi-Users, Corporate Weekdays Dining, Annual Member, Tenant Member, Senior Member, Child Member, Adult Supplementary Member, Gym Member, or Dining Member and in accordance with the Rules of the Club shall be an Individual or Ordinary Member.
- 17 Corporate Member: any Corporate entity duly accepted for membership in accordance with the Rules of the Club shall be a Corporate Member. The holder of a Corporate Membership shall have the right to nominate a limited number of senior members of its executive staff at a time (to be approved by the Proprietor) to use the facilities of the Club subject to the Rules of Club. At all times, the Corporate Member shall pay a monthly subscription fee for each of its named Nominee. Should any Nominee's monthly subscription fee remain unpaid for more than 30 days following a Nominee's withdrawal from the Club, the Corporate Member shall lose its right to replace the outgoing Nominee.
- 18 Corporate Member for Multi-Users: any Corporate entity duly accepted for membership with multi-users in accordance with the Rules of the Club shall be a Corporate Member with a Group of Multi-Users. The holder of a Corporate Membership for Multi-Users shall have the right to nominate up to 30 nominees (depending on the number of Nominees paid for) from time to time (to be

pre-approved by the Proprietor) to use facilities of the Club subject to the Rules of Club. At all times, the Corporate Member shall pay the monthly subscription fees of its named Nominees. Should a Nominee's monthly subscription fees remain unpaid for more than 30 days following the Nominee's withdrawal from the Club, the Corporate Member shall lose its right to replace the withdrawn Nominee.

- 19 Corporate Weekdays Dining Member: any Corporate entity duly accepted for corporate weekdays dining membership in accordance with the Rules of the Club shall be a Corporate Weekdays Dining Member, which limits his use of the Club (on weekdays only and non-public holidays) to all dining and conference facilities, including the Lounge (except the Pool/Billiards Room). Corporate Weekdays Dining Membership is renewable subject to the prevailing entrance fee and no monthly subscription is required. However, all food and beverages transactions will be subject to a 10% service charge. The 10% service charge may be reviewed and adjusted by Club Management from time to time.
- 20 Annual Member: any person accepted for membership on an annual basis in accordance with the Rules of the Club shall be an Annual Member. Annual Membership is renewable subject to the prevailing entrance fee; is non-transferable and non-refundable.
- 21 Tenant Member: bona fide residents of the Estate by virtue of leases or tenancy agreements with the registered owners of units in the Estate may, upon proof to the satisfaction of the Proprietor of such residence, apply for Tenant Membership by paying the prescribed annual fee. Tenant Membership which is renewable subject to payment of the prevailing annual fee; is non-transferable and shall be forfeited upon such Member ceasing to be a resident in the Estate.
- 22 Senior Member: any person at the age of 60 or above and duly accepted for membership on an annual basis in accordance with the Rules of the Club shall be a Senior Member. Senior Membership is renewable subject to the prevailing entrance fee; is non-transferable and non-refundable.
- 23 Adult Supplementary Member: any person duly accepted for membership in accordance with the Rules of the Club who is an immediate family member (with documentary proof of relationship) of the Principal Cardholder such as the Principal Cardholder's children aged 21-24, parents or parents-in-laws and duly accepted for membership in accordance with the Rules of the Club shall be an

Adult Supplementary Member. An Adult Supplementary Member shall not be required to pay any entrance fee and his membership shall be supplemental and attached to a CCHLY Full Member (Individual/Ordinary, Corporate, Annual or Tenant).

24 Child Member: Any Individual/Ordinary Member, Annual Member, Tenant Member and Nominee of Corporate Member may with the prior approval in writing of the Proprietor sponsor their unmarried children below the age of 21 to become a Child Member. The Proprietor shall have an unfettered right to accept or reject such application or to revoke any approval without assigning any reason thereof. Such Member shall be responsible for the conduct of the Child Members sponsored by him and shall be liable for the payment of all charges and monies payable to the Club out of the membership and its use, whether by way of monthly subscriptions or other payment. The rights of Child Members to use the facilities of the Club may be restricted, as the Proprietor from time to time determines.

25 Gym Member: any person/family/couple duly accepted for membership shall be a Gym Member (Gold or Silver categories). Gold Membership shall only be available to existing Individual/Ordinary, Corporate, Corporate for Multi-Users, Annual, Adult Supplementary, Tenant or Honorary Members and Gold Gym Member shall not be required to pay a 1st time joining fee for the gym. Silver Member is not permitted to use the Club's dining facilities, swimming pool and any other facilities as the Proprietor shall from time to time determine. Silver Member shall also be required to pay an hourly charge for use of the Club's Tennis Court, Squash Court and Table Tennis, and incur restricted booking regulations.

26 Dining Member: any person duly accepted for membership as a Dining Member which limits his use of the Club to all dining facilities, including the Bar (except the Pool Room) shall be a Dining Member. Dining Membership is renewable subject to the prevailing entrance fee; is non-transferable and non-refundable. Dining Member shall not be required to pay monthly subscriptions. However, all food and beverages transactions will be subject to a 10% service charge. The 10% service charge may be reviewed and adjusted by Club Management from time to time.

27 Honorary Member: any individual invited to join the Club by the Proprietor comprising senior officials of Government and/or diplomatic personnel such as



Consuls, Ambassadors, Trade Commissioners etc. of various countries posted in Hong Kong and/or such other individuals the Proprietor may invite shall be a Honorary Member. A Honorary Member may not be required to pay any entrance fee or monthly subscription or security deposit.

- 28 Associate Member: any person who is a member of any other club or association with which the Club shall have made reciprocal arrangements for the temporary use of their respective facilities may be admitted as an Associate Member upon such terms and conditions as the Proprietor shall from time to time prescribe.
- 29 The Proprietor reserves its right at any time to allow its senior executives and any such persons as the Proprietor shall think fit for the use of all the facilities of the Club with same rights and privileges as an Individual/Ordinary Member.
- 30 Every application for any class of Membership shall be made in such form as prescribed by the Proprietor from time to time. The relevant application form shall be signed by the applicant personally. The Proprietor shall have the absolute discretion to accept or reject an application for membership without giving any reason. The Proprietor shall notify each applicant whether his application has been accepted or rejected.
- 31 No person or company shall be entitled to exercise the privileges of membership of the Club until he or it has been notified that he or it has been accepted as a Member. Upon acceptance of his or its application and payment of the relevant entrance fees, monthly subscriptions, security deposits and other charges and payments, a Member shall be deemed to have agreed to be bound by the Bye-Laws, Rules of the Club in force from time to time and all or any rules/regulations made in accordance herewith.
- 32 Upon acceptance of his application for membership, each Member or, in the case of Corporate Membership, each Nominee shall be issued with a membership card, bearing a photograph and reproduction of the signature of such Member or Nominee. Members or Nominees using the facilities of the Club shall be required at all times to carry such membership card and to produce the same to any staff of the Proprietor and / or Club Management on request.
- 33 On the death of an Individual/Ordinary Member, his lawful spouse may, subject to the prior written approval of the Proprietor and upon such terms and conditions as

may be prescribed by the Proprietor, enjoy the rights and privileges of the deceased Member. Save as herein otherwise provided, the rights and privileges of a Member shall not be transferable by will and shall cease upon his death.

- 34 The Proprietor may from time to time and at any time create or cancel any different classes of membership attaching to such classes such terms and conditions and affording such rights and privileges as the Proprietor in its sole discretion may deem expedient.
- 35 If a Member refuses, fails or neglects to comply with the provisions of these Bye-Laws or any rules and regulations made hereunder or shall be guilty of, or accessory to any conduct either in/out of the Club or which, in the sole opinion of the Proprietor, is or might be injurious to the character, reputation or interests of the Club or interfere with operations and staff of the Club, the Proprietor may call upon the Member to resign. If such Member does not resign when called upon to do so, the Proprietor has the right to expel him without further notice or compensation.
- 36 An expelled Member shall forfeit all privileges of membership and rights against the Club and/or the Proprietor and shall not be entitled to any refund of entrance fees or subscriptions or other sums paid. The security deposit shall be withheld until the expelled Member returns all his membership cards and parking labels if applicable, and settle (or deduct against security deposit) all outstanding payment and fee due to the Club prior to expulsion. The remaining balance of the security deposit, if any, shall be refunded without interest to the expelled Member.

## **DEBENTURES**

37 There are two categories of Debentures:-

- 37.1 Refundable Debentures means Debentures in denominations of HK\$10,000.00 which are non-interest bearing and any Member wishing to resign may redeem his Debenture at its face value.
- 37.2 Transferable Debentures means Debentures in denominations of HK\$10,000.00 which are non-interest bearing, and non-refundable and may be transferred by house-owners to house-owners or tenant residents in Hong Lok Yuen Estate subject to payment of any transfer fees prescribed by the Proprietor. A Transferable Debenture Holder may also upon his

being accepted for membership of the Club, use the Debenture to be applied towards the payment of the Entrance Fee.

### **TRANSFER OF MEMBERSHIP**

- 38 Individual/Ordinary Members holding Transferable Debentures may transfer their membership subject to the approval of the Proprietor which may in its absolute discretion and without giving any reason, decline to accept a proposed transferee as a Member and further subject to the payment of any prevailing transfer of other fees as may be determined by the Proprietor from time to time.
- 39 Any Member wishing to transfer his membership must notify the Proprietor in such form prescribed by the Proprietor from time to time.

### **ABSENT MEMBERS – (only available to Individual/Ordinary Members)**

- 40 If an Individual/Ordinary Member and his supplementary cardholders are absent from Hong Kong for 3 months or longer, he may wish to suspend his membership account by applying for an Absent Membership. The Member is requested to complete a prescribed form and pay the Absent Member fee for an Absent Membership, and return it to the Club with all his membership cards and parking label(s) if applicable, until he resumes the membership status from absent to normal.
- 41 Any Individual/Ordinary Member desirous of being placed on the Absent Members' List and payment for the Absent Members' fee is required to give at least fourteen days' advance notice in writing to the Club Management of the date of his departure before he leaves Hong Kong and in default of so doing he shall be liable for the full monthly subscription.
- 42 Provided that if fourteen days' advance notice in writing shall have been given to the Club Management by any Individual/Ordinary Member of his intended absence from Hong Kong, such Individual/Ordinary Member shall pay such Absent Members' fee as may be determined by the Proprietor from time to time. Upon his return to Hong Kong, such Individual/Ordinary Member shall within seven days thereafter notify the Club Management in writing of his return and irrespective of whether such notice is given or not, his aforesaid liability to pay monthly subscription shall resume as from the date of his return to Hong Kong.

Any Individual/Ordinary Member on the Absent Member's List is not permitted to make use of any of the Club's facilities, even as a guest or visitor of a current Member, unless he can show proof of his ongoing general residence outside of Hong Kong at that time.

- 43 Any Individual/Ordinary Member listed as an Absent Member and residing in Hong Kong between the first and last day of any calendar month shall be liable for his monthly subscription for that month.
- 44 On being placed on the Absent Members' List, the Individual/Ordinary Member will be required to return to the Club all his membership cards and parking label(s) if applicable, including family cards. All rights and privileges pertaining to the membership shall be suspended. Neither the Debenture (if any), nor the security deposit (if any) shall be refundable during the period of absence.

#### **RESIGNATION OR WITHDRAWAL OF MEMBERS**

- 45 Any Member wishing to resign from his Membership of the Club shall give one month notice in writing to that effect to the Proprietor. No notice of resignation shall be effective until such notice has been received by the Proprietor and such Member shall have duly surrendered his Membership cards, parking labels (if any) and paid all sums outstanding and dues to the Club up to the date of effective resignation.
- 46 No refund of entrance fees or subscriptions shall be made by the Proprietor in the event of a resignation except that Refundable Debentures (if any) may be redeemed and the balance of security deposit (if any) paid by the resigned Member shall be refunded without interest after settlement of any amounts due and owing by such Member to the Club.
- 47 Notwithstanding the receipt of the notice of resignation and the acceptance thereof by the Proprietor, the resigning Member shall be liable for payment of fees and other sums due and owing to the Club incurred (if any) before or after resignation.

#### **AVOIDANCE OF MEMBERSHIP**

- 48 Any member who is adjudicated bankrupt or who makes any arrangement or composition with his creditors generally will immediately have his membership

privileges suspended by the Club provided that, if his adjudication is annulled, the Club must, and in any case the Club may, restore his membership privileges as from the date when he ceased to be a member. The member may apply to the Club to have his monthly fees for the suspension period waived, and approval of such waiver shall be solely at the discretion of Club Management.

## **VISITORS AND GUESTS**

- 49 A Member or the lawful spouse of such Member (excepting Child Member) may introduce his own guests provided such Member or lawful spouse accompanies such guests during their stay at the Club.
- 50 The Member or lawful spouse introducing a guest shall be personally responsible for the guest's conduct, acts, default, negligence or omission (whether willful or not) while on the Club premises and shall pay all charges required by the Club in respect of such guest.
- 51 Any person not normally residing in Hong Kong may be introduced as a visitor at any time. Non-Member residents of Hong Kong shall not be brought to the Club as guest by the same Member more than twice in any one calendar month. This does not apply to large private parties for which special areas/function rooms have been reserved.
- 52 A Member may apply for the issue of a Non-resident Visitor Card to his bona fide overseas visitor who is not resident in Hong Kong. The Club Management may in its absolute discretion accept or refuse such application and fix the duration and impose any conditions of use of cards so issued and revoke any such cards before its expiry. The Member who applies for such card shall be responsible for all charges arising out of its use.
- 53 The lawful spouse and unmarried children under the age of 21 of Member shall subject to prior registration with the Proprietor, be entitled to the use and enjoyment of Club facilities. Members' children under the age of 12 must be accompanied by the Member, his lawful spouse or, subject to these rules and the discretion of the General Manager or his authorised- representative, the Member's amah.

54 The Club Management reserves the right to refuse entry of any expelled Member. No expelled Member shall be brought in or invited to the Club premises by any Member as a guest or visitor.

55 A Member shall be liable to pay to the Club the value of any property of the Club which is broken or damaged by him, his lawful spouse, his children or his guest or visitor.

56 The Proprietor may from time to time, especially during peak periods (public holidays and weekends) restrict the number of guests/visitors that a Member can bring to the Club. Details shall be posted on the Club's Notice Boards.

### **CONSUMPTION OF FOOD AND BEVERAGE**

57 Meals and refreshments shall only be consumed in the Dining Rooms or other recognized outlets and other designated areas where such services are provided.

58 The Club Management reserves the right to remove any food or beverages brought in from the outside. No Member or their guests shall bring on to Club premises his own food, drink or other refreshments except:

58.1 When this is necessary for medicinal purpose; or

58.2 Special food for children

### **PRIVATE SERVANTS**

59. A Member shall not bring any private servant into any part of the Club premises other than that area as may be set aside for their purpose or as may be prescribed by the Proprietor from time to time.

### **VALUABLES**

60 The Club, the Proprietor, the General Manager or the Club Management shall not accept any responsibility for the loss or theft, in any part of the Club premises of any valuables belonging to Members, guests or visitors, whether left in communal rooms or in security lockers provided by the Club. No responsibilities shall be accepted by The Club, the Proprietor, the General Manager or the Club Management for any valuables entrusted to the care of any servant of the Club.

## **DAMAGE TO AND LOSS OF PROPERTY**

- 61 Each Member agrees to fully indemnify the Proprietor against all losses, damages, claims or demands made upon the Proprietor by any Member or any person or persons in respect of any loss, damage or injury to person or property caused directly or indirectly by such Member, his lawful spouse, children, guests, visitors or nominees.
- 62 Any Member, who or whose lawful spouse, children, nominee, visitor or guest, damages, or through carelessness lose or destroy the Club's property shall repair or replace such property at his own cost, and he shall be chargeable for the amount or value of the property.
- 63 The Club, the Proprietor, the General Manager or the Club Management and staff and their agents shall not be responsible or liable, in any capacity, for any injury, loss or damage to person, vehicle or property suffered by any Member, visitor, guest of the Club or other persons in the Clubhouse and premises, or whilst representing the Club in any tournament or competition.

## **MEMBERS' CHILDREN**

- 64 Members' children may use those facilities in the Club premises as are determined by the Proprietor from time to time.
- 65 Members' children may play outdoors only in such parts of the Club premises as the Proprietor may set aside for such purpose.
- 66 Members' children may not propose or second candidates for membership, nor are they permitted to bring any visitors or guests to the Club.
- 67 Children under the age of 18 are not permitted to enter the Bar or other areas as defined by the Proprietor unless accompanied by an adult.
- 68 Children may be permitted to use the lounges and dining areas of the Club and to use the recreational facilities on such conditions as may be prescribed from time to time by the Proprietor.

69 Members shall be responsible at all times for their children whilst on the Club premises. Children under the age of 18 are not allowed on the Club premises after 9pm unless accompanied by an adult Member.

## **ACCIDENTS**

70 A Member who is directly involved in any accident or incident of any kind while on, or in any part of the Club premises, inside or outside or which occurs outside the Club's boundaries as a result of any act done within the Club premises, in which injury to any person or damage to any property is caused, shall report the accident or incident in writing within 24 hours of the happening of the same to the Club Management whether or not it appears likely that any claim will arise as a result of the injury or damage caused thereby.

71 The Club will be under no liability or responsibility for any accident or injury to any Member, his family, visitors or guests which may occur in any part of the Club premises, whether or not such accident or injury is caused by the negligence of the Club, its staff or any other person.

## **DOGS AND PETS**

72 No Member shall bring nor permit to be brought any dog or pet into any part of the Club premises except with the permission of the Proprietor.

## **SMOKING**

73 No smoking is allowed at all indoor areas of the Club premises. Smoking is only allowed at the designated outdoor smoking areas of the Club premises from time to time allocated by the Proprietor over any period as it thinks fit. Signs will be posted and Members should take care to abide by these. In addition, Members must strictly comply with all rules and regulations stipulated by the "Government of Hong Kong Special Administrative Region" from time to time.

## **SOUND AND VISUAL SYSTEMS**

74 The use of private radios, cameras, video cameras, video/filming devices, DVDS, VCDS or musical instruments is forbidden in any part of the Club premises and property unless the use thereof has been approved by the Club Management.



## **MOTOR CYCLES, BICYCLES AND TRICYCLES**

75 The riding of motor cycles, bicycles or tricycles anywhere within the Club premises is not permitted at any time, except with the permission of the Club Management.

## **GRATUITIES**

76 No Member shall give any money or gratuity under any pretext whatsoever to any servants of the Club except with the written consent of the General Manager. All Members will be requested to voluntarily subscribe one additional month's subscription each year, normally in the month preceding Chinese New year, in consideration of gratuities to staff.

## **CONDUCTS AND DUTIES OF MEMBERS**

77 No raffles, canvassing or petitioning of any kind will be allowed within the Club, unless the prior consent of the General Manager has first been obtained. Otherwise, the Club Management reserves the right to order the Member to stop or to leave the Club premises immediately.

78 Member shall not behave in an inconsiderate manner towards other Members or Club servants. Otherwise, the Club Management reserves the right to order the Member to stop or to leave the Club premises immediately.

79 A Member shall not use obscene, indecent, profane, or coarse language anywhere within the Club premises. Otherwise, the Club Management reserves the right to order the Member to stop or to leave the Club premises immediately.

80 Club Management reserves the right to suspend or expel a Member for any conduct which, in the sole opinion of the Proprietor, is or might be injurious to the character, reputation or interests of the Club. This includes any form of verbal abuse or violence towards any staff or fellow Member or violation of Bye-Laws 77-79. A Member suspended for such conduct shall be liable for their monthly subscription fees during the period of suspension.

81 A Member shall not throw or deposit refuse on or in any part of the Club's

premises, except in the receptacles provided for the proper disposal of such refuse.

## **COMPLAINTS**

82 A Member who wishes to complain about any Club matter may do so in writing directly to the General Manager.

83 If a Member has grounds for complaint against a fellow Member, such complaints shall be made in writing to the General Manager provided that, in exceptional circumstances calling for immediate action, a verbal complaint may be made.

84 On receipt of a formal written complaint, the General Manager will in writing inform the defaulter of the matter and give the defaulter the opportunity to reply.

85. All cases which require further consideration will be brought to the attention of the Proprietor for decision and action.

## **SUGGESTIONS**

86. The composition of the Proprietor other duly constituted committees shall be exhibited in the Club's Notice Board. A Member who wishes to make a suggestion for improvements of any kind may do so to the General Manager or by making an entry in the suggestion box kept for this purpose at the reception counter.

## **REPRIMANDING CLUB SERVANTS**

87 Under no circumstances shall a Member reprimand or in any way punish any servant of the Club for alleged misconduct. If a Member feels that disciplinary action, either by way of warning or dismissal, should be taken against any Club servant, the Member shall put his allegation in writing, giving full details of the behaviour complained of, including the time, date and name of any witnesses to such behaviour and address his complaint to the General Manager.

## **DRESS**

88 Members and their guests shall at all times be appropriately dressed when using the main lounges, dining rooms, function rooms etc. having regard to the time of

day and season of the year. The Proprietor may stipulate what is considered to be appropriate in respect of attire at specific locations and occasions within the Club premises.

89 Members, visitors and guests taking part in tennis or squash shall be appropriately attired.

90 Members, visitors and guests when attired for bathing, gym, tennis or squash shall proceed to and from the changing rooms by way of the specific routes indicated for such purpose.

91 Members, visitors and guests when attired for bathing will under no circumstances enter the restaurants, function rooms or main lobby of the Club House.

#### **CLUB TOWELS / LOCKERS**

92 Members, visitors or guests shall not remove any club towel or towels from the changing rooms for use elsewhere.

93 The charges for hiring daily club towels or monthly lockers at the changing rooms shall be solely determined by the Proprietor. Any lost or unreturned club towel or daily/monthly locker key shall incur a penalty charge as prescribed by the Proprietor.

#### **CAR PARKING**

94 A Member shall park his car on the Club premises only in authorized car parks and within areas specifically marked for individual cars, as indicated from time to time by the Proprietor. A Member shall not park his vehicle in spaces which are specifically reserved as authorized by the Proprietor. Members' cars improperly parked shall be liable to a penalty fine as may be determined from time to time by the Proprietor.

95. Members' cars are not permitted in the area of the children's playground or Club Annex.

96. Members' cars are not allowed to be left anywhere in the Club premises outside the opening hours of the Club.

96.1 Members may not park in the Club's outdoor carpark unless they are actively using the Club for the majority of the time their car is parked there.

96.2 The Club has the right to withdraw the parking label of any Member who incurs any penalties as stipulated in Bye-Laws 94-96.1

97. All guests are subject to pay an hourly parking fee as prescribed by the Proprietor.

## **MEMBERSHIP CARDS**

98 Members of the Club staff may require production of membership cards from Members at any reasonable time on request, for the purpose of identification and also as may be required to comply with such accounting system or systems which may be introduced in connection with the management of the Club's affairs.

99 The Club reserves the right to refuse entry to any Member, guest or visitor who fails to produce a valid membership card or daily guest card.

99.1 Any Member who permits his membership card to be used by a non-Member for the purpose of accessing any Club facilities shall be liable to disciplinary action by the Club. Such action may include the suspension or termination of his membership.

100 The Club reserves the right to impose a penalty charge as prescribed by the Proprietor for any Member who fails to produce a valid membership card upon bill settlement.

101 The membership card remains the property of the Club and the Club reserves the right to charge a lost or damaged card fee as prescribed by the Proprietor for any lost, stolen or damaged membership card.

## **CHITS AND COUPONS**

102 Members or his authorized signatories (if any) shall sign a chit for all purchases made by that Member; for work done and materials supplied; for any other services or facility provided to or made available to that Member for which a charge is made.

- 103 All chit signatures must correspond with the specimen signatures kept by the Club and the Member's name must be written in block capitals on all chits and must be accompanied by the Member's membership number.

## **MEMBERS' ACCOUNTS**

- 104 The account of every Member shall be made up to the end of each calendar month and as soon as possible thereafter be dispatched to Member on or before the 7th of the following month.
- 105 Presentation of an account to a Member may be made by giving the account to the Member, or by leaving the account at, or posting the same to such address in Hong Kong furnished by the Member. Presentation shall be completed on the day when such account is personally given or left. Where the account is sent by post, presentation shall be deemed to have completed at the expiration of 24 hours from the time of such posting.
- 106 Should any account remain unpaid at the end of the month in which they are dispatched, a reminder letter of such outstanding account shall be sent to the Member concerned. If in the event that after 10 days of the date of the reminder the account has not been settled in full, a charge of \$100 or interest charge of 1% per month (whichever is the greater) shall be imposed in addition to the outstanding amount, Any Member incurring such a penalty shall be required to settle all future accounts by Bank Auto-Pay System
- 107 Should any account remain unpaid at the end of the month following the month in which the statement was issued, a second reminder letter shall be sent to the Member concerned and the name of such Member whose account remains so unpaid shall be posted at the Club premises as a defaulter and the Member's credit facility and membership privileges will be suspended until the account is settled in full.
- 108 Should any account remain unpaid for a period exceeding 60 days from presentation, the Proprietor shall be entitled to recover the same, without further reference to the defaulting Member. In addition, the Proprietor reserves its power of expulsion for non payment of subscriptions or accounts without further reference to the defaulting Member. Any costs incurred in such recovery shall be claimed against the defaulting Member.

- 109 The General Manager may, at his absolute discretion at any time he sees fit, call upon a Member to pay his overdue account and if he fails to comply, all privileges with the Club shall be suspended.
- 110 Any Member who fails to settle his account in full within 10 days of the first reminder, shall be required to settle future statements by Bank Auto-Pay System.

### **GENERAL PROVISIONS WITH REGARD TO MEMBERSHIP**

- 111 If any Member fails to pay any monies due and owing from him to the Club whether on account of monthly subscriptions or otherwise and shall have failed to pay such monies within one month after the dispatch to him of an account for the same address to his last known place of address; without prejudice to any other rights or remedies of the Proprietor, the Proprietor shall have the right either to suspend his membership, or to post the name of such Member in the Club's premises stating that such Member is indebted to the Club in a specified sum and has failed on demand to pay the same.
- 112 Any Member whose membership has been suspended or whose name has been posted up under the provisions of Bye-Law 111 hereof shall cease to enjoy the privileges membership of the Club from the date of dispatch of a notice from the Proprietor implementing such suspension or posting, until all outstanding fees have been paid and a bank auto-pay instruction has been signed.

### **PRIVATE FUNCTIONS**

- 113 A Member, Club or Society may apply to the Club Management for permission to hold a private function in any part of the Club premises. The Club reserves the right to request the Member to pay up to 50% non-refundable deposit in cash or cheque at least 2 weeks in advance.
- 114 Each such application will be considered on its merits, taking into account the number of guests, the facilities required, and the likely inconvenience to other Members.

- 115 A fee of such sum as the Club Management may from time to time determine will be charged for any approved private function. Any advance deposit paid by a Member to the Club for any private function shall be absolutely non-refundable.
- 116 The General Manager may grant or refuse any such application at his sole discretion.

### **MISCELLANEOUS**

- 117 In these Bye-Laws, unless the context otherwise requires, words denoting the singular number include the plural thereof, words importing one gender include both genders and the neuter and references to persons include firms, companies and corporations, in each case vice versa.
- 118 Headings in these Bye-Laws are for ease of reference only and should not be taken into account in their interpretation and application.
- 119 The Proprietor shall not be responsible for or liable to any Member, its nominee, visitor, guest, spouse or children for any suspension of any of the facilities of the Club due to cleaning, maintenance, renovation and any other circumstances beyond the control of the Proprietor, or due to the acts, defaults, negligence or omissions of any of their servants or agents.
- 120 Any dispute or difference which may arise as to the meaning or interpretation of these Bye-Laws and Rules and Regulations, or as to the powers of the Proprietor or the General Manager, shall be referred to the Proprietor whose decision shall be final and binding upon all Members of the Club.

**PART II**  
**THE COUNTRY CLUB AT HONG LOK YUEN**  
**BYE-LAWS**

**GOVERNING SPORTS AND RECREATIONAL**  
**ACTIVITIES GENERALLY**

**DEFINITIONS**

1. In the context of these Bye-Laws the following definitions will be applicable in addition to those specified in Part 1 :-
  - 1.1 “Clubhouse” — means such parts of the main building as may be provided for the use of Members.
  - 1.2 “Club Annex” — means the Lounge, Bar, Fitness Centre, Exercise Studios, Tennis Courts and Squash Courts.
  - 1.3 “Club Premises” means the whole area of the Club.
  - 1.4 “Visitor” — means a person temporarily visiting Hong Kong who has been properly introduced to the Club, to the satisfaction of the General Manager.
  - 1.5 “Guest” — means a person who resides locally and who is introduced by a Member.

**Please Note:**

- ◆ Each family membership will be restricted to four guests during weekdays and two during weekends and public holidays. This may be revised by the General Manager from time to time.
- ◆ Members are not required to purchase guest cards to use the Chinese Restaurant, Western Restaurant or Lounge/Bar but are required to accompany their guests at all times.
- ◆ Children under the age of 12 must be accompanied by an adult member or guardian within the Club Premises at all times.



## **BASIC RULES GOVERNING THE USE OF THE COURTS**

### **OPENING AND CLOSING**

2. The Tennis and Squash Courts will be opened for use at such times as may be determined by Club Management. Details shall be posted on the Club's Notice Boards.

### **BOOKING OF COURTS**

- 3 All bookings will be recorded in a book maintained for the purpose at the Club's Fitness Centre. Bookings may be made by telephone or in person. Members' children under the age of 12 may not book any court on weekends (Saturday and Sunday) and public holidays.
- 4 Booking of a court in advance may be made save that such booking shall not exceed seven days in advance.
- 5 Members are requested to give notice of a cancelled booking, failure to do so within 24 hours of the time of such booking shall result in a penalty fine as determined by Club Management.
- 6 Members wishing to use a court, shall be required to provide the names of all players in the spaces provided against the court of their choice in the bookings book provided for the purpose.
- 7 Members wishing to use a tennis court with floodlights for private, tennis league practice or social tennis are required to pay a floodlight charge at a prescribed rate determined by Club Management from time to time.
- 8 A court may be booked for the prescribed times only. A Member may book only one time slot in advance at a time. For Tennis, a time slot is 60 minutes and for squash 45 minutes.
- 9 If a court is not occupied within 10 minutes of commencement of the period for which it has been booked, the court may be allocated to any Member waiting to play and thereupon, the original booking is automatically cancelled. The Club

reserves the right to charge a “No Show Charge” at a prescribed rate determined by Club Management from time to time.

## **DRESS/BALLS**

- 10 Members playing tennis or squash should only dress in attire approved by the relevant governing associations. Appropriate non-marking/damaging footwear must be worn when players are on court. A person who fails to comply may be debarred from playing.
- 11 Only non-marking balls may be used in the squash courts, and regular tennis balls on the tennis courts.

## **CHILD MEMBERS**

- 12 Child Members under the age 12 may not play on any court except when accompanied by an adult. Children aged 12 and over may play at weekends and Public Holidays in the following circumstance:-
  - 12.1 When accompanied by an adult Member, for the purpose of playing singles or doubles games with children.
  - 12.2 When the court is vacant, provided they vacate the court when requested to do so by an adult Member

## **VISITORS AND GUESTS**

- 13 A visitor to Hong Kong having been issued Non-resident Visitor Card may play at any time with a Member subject to any conditions attached to his permit.
- 14 Person holding Non-resident Visitor Card may not use the Club courts on Saturday after 13.00 hours and on Sundays and Public Holidays, except when actually playing with a Member.

## **COACHING**

- 15 Coaching services are only permitted by Club recognized or appointed coaches and at such times and on such conditions as Club Management may determine. Details of any coaching services and related conditions shall be displayed on Club Notice Boards for Members' information.

## **PRIORITY**

- 16 Official Club tournaments, Inter-Clubs' League Matches and/or exhibition games sanctioned by Club Management shall take priority over private games or social matches.

## **MISCELLANEOUS**

- 17 No smoking, food or drink (except water) is permitted on the courts.
- 18 Court fees or floodlight fees for any activity will be of such sum as Club Management may from time to time determine.

## **RULES GOVERNING THE USE OF THE FUNCTION ROOMS**

### **OPENING AND CLOSING**

- 19 The function rooms shall be opened for play of card games, mahjong and similar type games, and private dining and social functions, by Members, visitors and guests during normal Club opening hours as determined by Club Management.

### **BOOKING**

- 20 Members wishing to reserve a function room for a particular function may apply to Club Management who may grant this facility subject to any conditions he may consider fit having regard to the best interests of the Club.

### **UNDUE NOISE**

- 21 Members are expected to conduct themselves in such a manner that other Members using the same or other function rooms are not distracted by any undue noise.
- 22 Members are expected to ensure that their children who accompany them into the function rooms do not cause inconvenience to users of the same or other function rooms, through loud noise or boisterous behaviour.

*For detailed rates and regulations for tennis, squash, table tennis, pool/billiards, swimming pool, fitness centre, changing rooms, children's indoor & outdoor play areas, please refer to the relevant notice boards at the designated areas of the Club or printed information can be obtained from the Fitness Centre or Main Reception Counter. Please note that all rules and regulations are subject to change, amendments and revision from time to time at the discretion of the Proprietor or Club Management.*

**-END-**