



HONG KONG FOOTBALL CLUB
MEMBERS' HANDBOOK

香港足球會
會員手冊

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MISSION STATEMENT

Vision : To be recognised as one of the leading sports clubs in the world.

Mission : To deliver quality services on the principles of accountability, consistency and transparency.

To develop an organisational culture that recognises the importance of staff contribution and commitment.

To facilitate the development and participation of recognised sporting activities.

Values : Being accountable — to communicate, consult and provide information.

Living within our means — to plan ahead within available resources.

Developing a culture of service — to encourage commitment, integrity, courtesy and responsiveness.

Managing for performance — to set the direction and develop the necessary skills.

Aims : To provide the services the Membership needs.

To improve the quality of Club life.

To up-hold the Constitution and Bye-laws.

To encourage Members to play their part in the Club.

宗旨

宗旨	· 被公認為世界第一流體育會。
使命	· 根據負責任, 前後一致及高透明等原則提供優質服務。 · 發展一種承認職工貢獻及努力的重要性的組織文化。 · 促進發展及參與獲得認可的體育活動。
措施	· 負責可靠 - 溝通, 諮詢及提供資料。 · 盡力而為, 搞好工作 - 在可用資源範圍內提前規劃。 · 發展一種服務文化 - 鼓勵承諾, 正直, 禮貌及回應。 · 管理良好, 創造業績 - 制定方向並發展必要的技能。
目標	· 提供會員所需服務。 · 改善球會工作質素。 · 堅持章程及附例。 · 鼓勵會員在球會中發揮其作用。

No. 1071



The Companies Ordinance
CERTIFICATE OF INCORPORATION
(Issued Pursuant to Section 305(1))

I hereby certify that

THE HONG KONG FOOTBALL CLUB

was incorporated in Hong Kong under the Companies
Ordinance, 1911-1930, as a company limited by
guarantee on the Thirtieth day of March
One Thousand Nine Hundred and Thirty-two.

Given under my hand this Nineteenth day
of June One Thousand Nine Hundred and Eighty-seven.

p. Registrar General
(Registrar of Companies)
Hong Kong

R.G. 335

No. 1071
編號



COMPANIES ORDINANCE
(CHAPTER 32)

香港法例第32章
公司條例

CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME
公司更改名稱
註冊證書

I hereby certify that
本人謹此證明

HONG KONG FOOTBALL CLUB

having by special resolution changed its name, is a limited company and
經通過特別決議，已將其名稱更改，該公司為一有限
is now incorporated under the name of
公司，其現在的註冊名稱為

HONG KONG FOOTBALL CLUB
香港足球會

Issued by the undersigned on 14 August 1998
本證書於一九九八年八月十四日簽發。

M. F. Lam
MISS F. LAM
for Registrar of Companies
Hong Kong
香港公司註冊處處長
(公司註冊主任 林詠芝 代行)

THE COMPANIES ORDINANCE, 1911, SECTION 21

Licence to Dispense with the Word "Limited"

WHEREAS it has been proved to my satisfaction that the Hong Kong Football Club, which is about to be registered under the Companies Ordinances, 1911-1930, as a company limited by guarantee is to be formed for the purpose of promoting charity, or some other useful object of the nature contemplated by section 21 of the Companies Ordinance, 1911, and that such association intends to apply its profits (if any) or other income in promoting its objects as set forth in the Memorandum of Association of the said association, and to prohibit the payment of any dividend to its members:

NOW, therefore, I, Sir William Peel, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Excellent Order of the British Empire, the Governor of the Colony of Hong Kong and its Dependencies, in pursuance of the powers vested in me by section 21 of the Companies Ordinance, 1911, do by this my Licence direct that the Hong Kong Football Club be registered as a company with limited liability without the addition of the word "Limited" to its name.

GIVEN under my hand and the Public Seal of the Colony at Victoria, Hong Kong, this Eighteenth day of March, 1932.

L. S.

(Sd.) W. PEEL.
Governor.



MEMORANDUM OF ASSOCIATION
OF
HONG KONG FOOTBALL CLUB

1. The name of the Company is “HONG KONG FOOTBALL CLUB
香港足球會”.
2. The registered office of the Company will be situated in the Hong Kong Special Administrative Region.
3. The objects for which the Company (“the Club”) is established are: -
 - a. to promote the games of Association and Rugby Football, Lawn Bowls, Squash, Hockey, other athletic sports and leisure activities;
 - b. to establish, maintain and conduct a club for the benefit of the members of the Club and generally to afford to them all the privileges, advantages and benefits of a first class sporting club;
 - c. to acquire by purchase, lease or otherwise grounds at Happy Valley or elsewhere and to lay out and maintain the same and to build or otherwise provide clubhouses and other usual facilities in connection therewith, and to furnish, modify and maintain the same, and to permit the same and the property of the Club to be used by members and other persons, either gratuitously or for payment;
 - d. to acquire by purchase, lease or otherwise any other land or property as may advance or benefit the interests of the Club;
 - e. to manage, improve, cultivate and maintain all or any part of the lands and other property of the Club in furtherance of the objects of the Club;
 - f. to purchase, hire, make or provide and maintain and to sell or otherwise dispose of all kinds of equipment and other things required or which may be conveniently used in connection with the grounds, clubhouses and other premises of the Club by persons using the same whether members of the Club or not;
 - g. to buy, prepare, make, supply, sell and deal in all kinds of apparatus and equipment used in connection with the games of Association or Rugby Football, Lawn Bowls, Squash, Hockey and other athletic sports or leisure activities, and all kinds of provisions and refreshments required, or used, by members of the Club or other persons using the grounds, clubhouses or premises of the Club;

- h. to hire, employ and dismiss all classes of person considered necessary for the purposes of the Club and to pay to them and other persons in return for services rendered to the Club, salaries, wages, charges and pensions;
- i. to promote and hold, either alone or jointly with any other association, clubs or persons, meetings, competitions and matches for the playing of the games of Association or Rugby Football, Lawn Bowls, Squash, Hockey and other athletic sports or leisure activities and to offer, give or contribute towards prizes, medals and awards for the same and to promote, give, or support dinners, balls, concerts and other entertainments;
- j. to establish, promote, or assist in establishing or promoting, and to subscribe to or become a member of any other associations or clubs whose objects are similar or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club provided that no subscription be paid to any such other association or club out of the Club, except bona fide in furtherance of the objects of this Club and that such an association or a club shall prohibit the distribution of its income and property to an extent at least as great as imposed on the Club under or by virtue of Clause 4 hereof;
- k. to subscribe to charities and to grant donations for any public purpose;
- l. to invest and deal with the money of the Club not immediately required upon such securities and in such manner as may from time to time be determined;
- m. to borrow or raise and give security for money by the issue of or upon bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Club or by mortgage or charge upon any part of the property of the Club which the Club is otherwise entitled to mortgage or charge for the purposes of the Club;
- n. to do such things as the officers consider to be in the best interests of the Club for the purposes of the Club; and
- o. to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that: -

- i. in case the Club shall take or hold any property which may be subject to any trusts, the Club will only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

- ii. the objects of the Club shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
 - iii. the powers set forth in the Seventh Schedule of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) are hereby excluded.
- 4.
- a. The income and property of the Club, however derived, shall be applied solely towards the promotion of the objects of the Club as set out in this Memorandum of Association.
 - b. Subject to Clauses (d) and (e) below, no portion of the income and property of the Club shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the members of the Club.
 - c. No member of the Committee shall be appointed to any salaried office of the Club, or any office of the Club paid by fees and no remuneration or other benefit in money or money's worth (except as provided in Clause (e) below) shall be given by the Club to any member of the Committee.
 - d. Nothing herein shall prevent the payment, in good faith, by the Club of reasonable and proper remuneration to any officer or servant of the Club, or to any member of the Club not being a member of the Committee in return for any services actually rendered to the Club.
 - e. Nothing herein shall prevent the payment, in good faith, by the Club:-
 - (i) to any member of its Committee of out-of-pocket expenses;
 - (ii) of interest on money lent by any member of the Club or its Committee at a rate per year not exceeding 2% above the prime rate prescribed for the time being by the Hongkong and Shanghai Banking Corporation Limited for Hong Kong dollar loans;
 - (iii) of reasonable and proper rent for premises demised or let by any member of the Club or of its Committee;
 - (iv) of remuneration or other benefit in money or money's worth to a body corporate in which a member of the Club or of its Committee is interested solely by virtue of being a member of that body corporate by holding not more than one-hundredth part of its capital or controlling not more than one-hundredth part of its votes.
 - f. No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with Clauses (d) and (e) above.

5. The liability of the members of the Club is limited. Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding \$10.00.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

Names and Addresses

J.W.C. BONNAR,
Hong Kong Club, Broker.

J.H. McELNEY,
Alexandra Building, Physician.

H.R. FORSYTH,
Gloucester Building, Chartered Accountant.

H.M. McTAVISH,
Chemist, Hong Kong and Whampoa Dock Co. Ltd.

R.K. DUNCAN,
Shipbuilder, Taikoo Dock and Engineering Co.

W.L. ALEXANDER,
Chartered Accountant, 6, Des Voeux Road, Hong Kong.

J.A. ROBERTSON SELBY,
Government Civil Hospital, Physician.

Dated 25th day of March 1932.

WITNESS to the above signatures.

O.E.C. MARTON.
Solicitor,
HONG KONG.

**ARTICLES OF ASSOCIATION OF
HONG KONG FOOTBALL CLUB**

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ARTICLE 1

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In the Articles, unless the context requires otherwise, the following terms shall have the meanings set opposite:

“Absent Member”	a Full Member or Associate Member whose name is currently entered in the Absent Members’ List;
“Absent Members’ List”	the list of Absent Members maintained by the Club pursuant to Article 3.13;
“Annual General Meeting”	the annual general meeting of the Club;
“Articles”	these articles of association as amended from time to time;
“Associate Member”	an individual who has been admitted as a member of the Club in accordance with Article 3.4;
“Bye-laws”	the bye-laws, rules and other regulations approved and promulgated by the Committee in accordance with Article 20;
“Chairman”	the chairman of the Club elected from time to time pursuant to Article 16.16 or co-opted pursuant to Article 13.3;
“Chargee”	the person, or Responsible Person, the subject of a Complaint;
“Child”	a dependent child of a Member or Temporary Member who has not yet reached 26 years of age and who is not an Associate Member and references to “Children” shall be construed accordingly;
“Club”	Hong Kong Football Club;
“Club Notice Board”	a notice board situated at the Club Premises and designated by the Committee for the purpose of communication to the membership and other persons using the Club;

“Club Premises”	each and all of the premises and facilities from time to time owned, leased and/ or occupied by the Club or otherwise available to the membership;
“Club website”	www.hkfc.com.hk
“Committee”	the General Committee of the Club comprising the Officers and having the authority and obligations as set out in the Articles and any reference to the Committee in the Articles shall be construed (where applicable) as including a reference to any properly constituted sub-committee appointed by the Committee;
“Complaint”	any matter referred to the Disciplinary Standing Sub-committee pursuant to Article 9.2(C) and any formally worded charge or charges prepared pursuant to Article 9.4(A);
“Corporate Member”	a company, firm, business or other organisation which, being the owner of one or more Corporate Subscriptions, has been admitted as a member of the Club in accordance with Article 3.9;
“Corporate Register”	the register of Corporate Members and Nominees maintained by the Club pursuant to Article 3.2
“Corporate Representative”	the representative of a Corporate Member appointed in accordance with Article 16.7(A);
“Corporate Subscribership”	a subscription issued by the Club entitling the registered holder to the rights and privileges contained in Article 3.9;
“Corporate Subscribership Certificate”	the certificate issued by the Club evidencing the title held to a Corporate Subscribership;
“Credit Facilities”	the extension by the Club (on such terms, subject to Article 8, as the Committee shall see fit) to any Member or Corporate Member, or Temporary Member or members of their Family of credit, loan or similar financial facilities of any nature including any forbearance to require payment of moneys owing on any account whatsoever;
“Debt”	any amount due from a Member or Corporate Member or Temporary Member howsoever arising or incurred by or as a Responsible Person, including subscriptions, dues or levies and amounts due in respect of the purchase of goods, services or refreshments or in the hiring or renting

	of equipment or other facilities from the Club;
“Designated Sports Association”	a sports association designated by the Committee in accordance with Article 10.2 and the expression “Designated Sports Association Member” shall be construed accordingly;
“Designated Sports Association Committee”	the committee appointed to regulate the affairs of a Designated Sports Association;
“Disciplinary Panel”	the panel appointed pursuant to Article 9.3;
“Disciplinary Standing Sub-committee”	the sub-committee of the Committee appointed and so named pursuant to Article 14.5;
“Due Date”	in relation to a Debt, the end of the month following the month in which the Debt was incurred;
“Family”	the Spouse and Children of a Member, or Temporary Member as the case may be and references to “Family members” and to “members of their Family” shall be construed accordingly;
“Fixed Fine”	a fine determined from time to time by the Committee and set out in a schedule annexed to the Bye-laws;
“Full Member”	an individual who has been admitted as a member of the Club in accordance with Article 3.3;
“General Manager”	the general manager of the Club from time to time (and shall include any senior employee of the Club bearing the title of manager acting in his capacity as such in the absence of the general manager);
“General Meeting”	either an Annual General Meeting or any other General Meeting of the Club;
“Guest”	the guest of (a) a Member or Absent Member permitted to use the Club Premises pursuant to Article 3.13(E); or (b) a Spouse (of a Member or such Absent Member); or (c) a Partner (of a Member or such Absent Member); or

	(d) a Child of 16 years of age or over (of a Member or such Absent Member); or
	(e) a captain of a hosting Club team;
“Honorary Member”	an individual who has been admitted as a member of the Club in accordance with Article 3.5;
“Honorary Secretary”	the honorary secretary of the Club elected from time to time pursuant to Article 16.16 or co-opted pursuant to Article 12.3;
“Honorary Treasurer”	the honorary treasurer of the Club elected from time to time pursuant to Article 16.16 or co-opted pursuant to Article 13.3;
“Infringing Debtor”	a debtor who has a Debt which has not been paid by the Due Date;
“Life Member”	a Full Member elected as a life member of the Club pursuant to Article 3.12;
“Manager”	any senior employee of the Club bearing the title of manager appointed by the Committee to sign cheques;
“Member”	each and every Full Member, Associate Member, Honorary Member and Nominee;
“month”	a calendar month;
“Nominee”	the nominee of a Corporate Member appointed in accordance with Article 3.9(C);
“Officers”	any and all of the officers of the Club referred to in Article 11.1 and references to “an Officer” and “an office” shall be construed accordingly and any person for the time being appointed as an Officer of the Club shall be deemed to be a ‘director’ of the Club for the purpose of the Ordinance;
“Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) including the related subsidiary legislation any statutory modification or re-enactment thereof for the time being in force;
“Ordinary Resolution”	a resolution which is passed by more than 50% of the votes cast by such Voting Members as, are entitled, to vote at a General Meeting;

“Partner”	an individual registered with the Club in respect of a Member or Temporary Member or the holder of a partner of Member membership card;
“Policy Statement”	any of the policy statements approved and promulgated by the Committee from time to time in accordance with Article 20;
“President”	the president of the Club elected from time to time pursuant to Article 16.16 or co-opted pursuant to Article 13.3;
“Proxy Holder”	the representative (being a Member) of a Full Member appointed in accordance with Article 16.7(A);
“Reciprocal Club”	another club or similar organisation which has entered into a reciprocal agreement with the Club organisation in accordance with Article 5 and the expression “Reciprocal Club Member” shall be construed accordingly in respect of a person admitted as a Temporary Member of the Club pursuant to Article 3.6(E);
“Register”	the register of Full Members, Associate Members and Honorary Members (but not Corporate Members or Nominees) kept by the Club pursuant to Article 3.2;
“Responsible Person”	(a) in the case of a Nominee, the Corporate Member nominating that Nominee or whose lessee has nominated that Nominee; (b) in the case of a Spouse or Child, the Member or Temporary Member of whom such Spouse or Child is a Family member; (c) in the case of a Guest: (i) the Member inviting, or (ii) the Member whose Spouse or Child has invited such Guest to use the Club Premises; (d) in the case of Guests comprising members of a visiting sporting team, the captain of the hosting team of the Club; (e) in the case of a Family member of a Member whom the Committee allows to continue to use

	the Club Premises pursuant to Article 3.10, the Family member agreeing to be the Responsible Person;
	(f) in the case of a Visitor, the Member recommending the Visitor pursuant to Article 3.6(B); and
	(g) in the case of any servant of a Member accessing the Club Premises, the Member whose servant has gained such access;
“Review”	a review by a Review Committee of a decision of a Disciplinary Panel under Article 9.7; in particular, of the procedures followed, and/or the reason(s) and/or punishment given, by the Disciplinary Panel in relation to its decision;
“Review Committee”	a sub-committee comprising three Full Members appointed by the Committee pursuant to Article 9.6(A) to conduct a Review;
“Rules of the Club”	together, Articles, Bye- Laws and Policy Statements and other rules prescribed and promulgated to the membership from time to time;
“Seal”	the common seal of the Club;
“Section”	a sports section existing in accordance with Article 10.1 and the expression “Section Member” shall be construed accordingly;
“Section Committee”	the committee appointed to regulate the affairs of a Section;
“Society”	a recreational sports or activities society or club designated by the Committee in accordance with Article 10.3 and the expression “Society Member” shall be construed accordingly;
“Society Committee”	the committee appointed to regulate the affairs of a Society;
“Special Resolution”	a resolution which is passed by not less than 75% of the votes cast by such Voting Members as are entitled to vote at a General Meeting;
“Sports and Recreation Standing Sub-committee”	the sub-committee of the Committee appointed and so named pursuant to Article 14.5;

“Sports Preferred Member”	an Associate Member or Full Member whose membership is subject to compliance with a pledge of commitment pursuant to the relevant Policy Statement;
“Spouse”	married partner of a Member;
“Standing Sub-committee”	a sub-committee appointed pursuant to Article 14.5;
“Temporary Member”	a Visitor, Reciprocal Club Member or Absent Member permitted to use the Club Premises pursuant to Article 3.6;
“Vice President”	a vice president of the Club elected from time to time pursuant to Article 16.16 or co-opted pursuant to Article 13.3;
“Visitor”	a person admitted as a Temporary Member pursuant to Article 3.6(A);
“Voting Member”	each and every Full Member (including Life Members but excluding Absent Members) and Corporate Member;
“Year”	subject to the proviso to Article 12.4, the period of 12 months from the date of admission of the relevant person as a Full Member and each subsequent consecutive period of 12 months whilst such person remains a Full Member;
“year”	a calendar year; and
“years of age”	the number of years that have elapsed between a person’s date of birth and the most recent anniversary of such date of birth.

1.2. References

A reference in the Articles to:

(A) “posted” means:-

- (i) in the case of a person being posted, that the name of the person concerned and details of the subject matter in question have been set out in writing and displayed on the Club Notice Board and the person advised thereof by registered letter to the Hong Kong address of the Member as registered with the Club; and
- (ii) in the case of a matter being posted, that the subject matter in question has been set out in writing and displayed on the Club Notice Board.

- (B) a “decision”, “resolution”, “determination” or “prescription” of the Committee (or any other similar wording) shall mean a matter, thing, procedure or other determination, decided by, resolved upon, determined by or adopted by the Committee acting in accordance with the provisions of the Articles.
- (C) “in writing” or “written” shall mean written or produced by any substitute for writing in a legible form, including photocopies, printing, facsimile, email or other visual representations, or partly written and partly so produced.
- (D) “clear days” means a period exclusive of the day on which a notice or other document is served or deemed to be served and of the day for which it is given or on which it is to take effect or to which it relates.

1.3. Good standing

In the event of any question arising as to the meaning of “good standing” the determination of the Committee thereon shall be final and conclusive provided always that a person shall not be of good standing if they have at any time during the relevant period been:-

- (i) posted; or
- (ii) subject to disciplinary proceedings and, as a result of such proceedings, excluded from the use of the Club Premises for a consecutive period of more than three months.

1.4. Words and expressions

- (A) Words and expressions defined in or for the purposes of the Ordinance shall, if not inconsistent with the subject matter hereof, bear the same meaning in the Articles.
- (B) General words shall not be given a restrictive meaning by reason of the fact that they are:-
 - (i) preceded by words indicating a particular class of acts, matters or things; and/or
 - (ii) followed by particular examples intended to be embraced by the general words.

1.5. Singular and plural meanings, genders, etc

In the Articles, except where the context otherwise requires, the singular includes the plural and the plural includes the singular, and any gender includes any other, references to persons include bodies corporate and unincorporate and references to individuals do not include bodies corporate and unincorporate.

1.6. Headings

The headings and sub-headings contained in the Articles are intended for ease of reference only and shall not affect the construction or interpretation of the Articles.

1.7. Interpretation by the Committee

The interpretation and construction of the Articles (unless required by the Ordinance or the Articles to be exercised by the Club in General Meeting) shall be determined by the Committee in its absolute discretion, which determination shall be final and binding on all persons affected thereby.

1.8. Exclusion of Model Articles

Schedule 3 of the Companies (Model Articles) Notice (Cap. 622H) is expressly excluded in the Articles.

ARTICLE 2

2. GENERAL

2.1. Name

The name of the Company is “HONG KONG FOOTBALL CLUB 香港足球會” .

2.2 Registered Office

The Registered Office of the Club is situated in the Hong Kong Special Administrative Region.

2.3 Objects

The objects for which the Company (“the Club”) is established are: -

- A. To promote the games of Association Football and Rugby Football, Lawn Bowls, Squash, Hockey, other athletic sports and leisure activities;
- B. To establish, maintain and conduct a club for the benefit of the members of the Club and generally to afford to them all the privileges, advantages and benefits of a first class sporting club;

In furtherance of the objects of the Club, but not otherwise, to do the following:-

- C. To acquire by purchase, lease or otherwise grounds at Happy Valley or elsewhere and to lay out and maintain the same and to build or otherwise provide clubhouses and other usual facilities in connection therewith, and to furnish, modify and maintain the same, and to permit the same and the property of the Club to be used by members and other persons, either gratuitously or for payment;
- D. To acquire by purchase, lease or otherwise any other land or property as may advance or benefit the interests of the Club;
- E. To manage, improve, cultivate and maintain all or any part of the lands and other property of the Club;
- F. To purchase, hire, make or provide and maintain and to sell or otherwise dispose of all kinds of equipment and other things required or which may be conveniently used in connection with the grounds, clubhouses and other premises of the Club by persons using the same whether members of the Club or not;

- G. To buy, prepare, make, supply, sell and deal in all kinds of apparatus and equipment used in connection with the games of Association Football or Rugby Football, Lawn Bowls, Squash, Hockey and other athletic sports or leisure activities, or used, by members of the Club or other persons using the grounds, clubhouses or premises of the Club;
- H. To buy, prepare, make, supply and deal in all kinds of liquers, provisions and refreshments including intoxicating liquers required or used by Members or other persons entitled to use or frequent the Club;
- I. To hire, employ and dismiss all classes of person considered necessary for the objects of the Club and to pay to them and other persons in return for services rendered to the Club, salaries, wages, charges and pensions;
- J. To promote and hold, either alone or jointly with any other association, clubs or persons, meetings, competitions and matches for the playing of the games of Association or Rugby Football, Lawn Bowls, Squash, Hockey and other athletic sports or leisure activities and to offer, give or contribute towards prizes, medals and awards for the same and to promote, give, or support dinners, balls, concerts and other entertainments;
- K. To establish, promote, or assist in establishing or promoting, and to subscribe to or become a member of any other associations or clubs whose objects are similar or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club provided that no subscription be paid to any such other association or club out of the Club, except for the benefit of this Club and that such an association or a club shall prohibit the distribution of its income and property to an extent at least as great as imposed on the Club under or by virtue of Article 2.4;
- L. To subscribe to charities and to grant donations for any public purpose;
- M. To invest and deal with the money of the Club not immediately required upon such securities and in such manner as may from time to time be determined;
- N. To borrow or raise and give security for money by the issue of or upon bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Club or by mortgage or charge upon any part of the property of the Club which the Club is otherwise entitled to mortgage or charge for the purposes of the Club provided that it shall be a term and condition that debenture holders of the debenture shall not have a right to participate in the Club's divisible profits;
- O. To enter into any agreement or arrangements with any Government or any authorities local or otherwise in any way which may seem conducive to the attainment of the Club's objects and to carry out and to comply with any such agreement or arrangements;
- P. To do such things as the officers consider to be in the best interests of the Club for the objects of the Club; and
- Q. To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that: -

- i. in case the Club shall take or hold any property which may be subject to any trusts, the Club will only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- ii. the objects of the Club shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

2.4 Income and property of the Club

- (A) The income and property of the Club shall be applied solely towards the promotion of the objects as set out in Articles.
- (B) Subject to (C) below, none of the income and property of the Club may be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever to any member of the Club.
- (C) The requirement under (B) above does not prevent the payment by the Club:
 - (i) of reasonable and proper remuneration to a member of the Club for any goods or services supplied by him or her to the Club;
 - (ii) of reimbursement to a member of the Club for out-of-pocket expenses properly incurred by him or her for the Club;
 - (iii) of interest on money lent by a member of the Club to the Club at a reasonable and proper rate which must not exceed 2% per annum above the prime rate prescribed for the time being by The Hongkong and Shanghai Banking Corporation Limited for Hong Kong dollar Loans;
 - (iv) of rent to a member of the Club for premises let by him or her to the Club: Provided that the amount of the rent and the other terms of the lease must be reasonable and proper; and such member must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion; and
 - (v) of remuneration or other benefit in money or money's worth to a body corporate in which a member of the Club is interested solely by virtue of being a member of that body corporate by holding not more than one-hundredth part of its capital or controlling not more than a one-hundredth part of its votes.

2.5 Registration

For the purpose of registration, the membership of the Club is declared not to exceed 5000.

2.6 Amendment of the Articles

No addition, alteration or amendment shall be made to or in the Articles for the time being in force, unless such addition, alteration or amendment has previously been submitted to and approved by the Committee and by the Registrar of Companies in writing or is made under a direction given under Section 104(2)(b) or 105 of the Ordinance.

2.7 Winding Up

If upon the winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any property whatsoever, this shall not be paid or distributed among the membership of the Club, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Club, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Club, such institution or institutions to be determined by the Voting Members of the Club at or before the time of dissolution and in default thereof by a Judge of the High Court of Hong Kong Special Administrative Region having jurisdiction in regard to charitable funds and, if this provision cannot be effected, then to some charitable object.

2.8 Liability of Members

The liability of the members of the Club is limited. Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding \$100.00.

2.9 No Subsidiaries

The Club shall not form a subsidiary or hold a controlling interest in another body corporate unless the formation of such a subsidiary or the holding of such a controlling interest has previously been approved by the Registrar of Companies in writing.

ARTICLE 3

3. MEMBERSHIP

3.1. Membership categories

- (A)
 - (i) Voting Members;
 - (ii) Associate Members;
 - (iii) Nominees;
 - (iv) Honorary Members; and
 - (v) Temporary Members.
- (B) A Spouse, a Partner and the Children of a Member or Temporary Member are not members of the Club, as such, but are entitled to the use of the Club Premises pursuant to Article 3.11.
- (C) Absent Members and their Family members are not members of the Club, as such, while they remain on the Absent Members' List, however they may be permitted to the use of the Club Premises as Temporary Members during visits to Hong Kong pursuant to Article 3.13 (E).
- (D) Guests and other persons gaining access to the Club Premises are not members of the Club.

3.2. Registers

(A) The Club shall maintain a Register and a Corporate Register, both of which shall be available for inspection by Members and Corporate Members at the Club Premises during normal office hours.

(B) The Register shall contain:

- (i) the name;
- (ii) the current postal and electronic addresses;
- (iii) the current contact telephone number;
- (iv) the current category of membership; and
- (v) the date on which each category of membership was attained, changed or ceased

for every Full Member, Associate Member and Honorary Member.

(C) The Corporate Register shall contain:

- (i) the name and the current address for every Corporate Member, the number and details of every Corporate Subscribership owned by such Corporate Member and the date each such Corporate Subscribership was acquired, transferred, or reverted to the Club; and
- (ii) the name, the current postal and electronic address and contact telephone number and the date on which membership was attained or ceased for every Nominee; and
- (iii) the name, the current postal and electronic address and contact telephone number and the date on which any lease commenced or terminated for every lessee of a Corporate Subscribership.

3.3. Full Members

(A) Subject to Article 3.3(C), any individual wishing to be admitted as a Full Member must:

- (i) be a Sports Preferred Member who has completed a period of temporary sports preferred membership as an Associate Member and been nominated for admission by a Section, Designated Sports Association or the Sports and Recreation Standing Sub-committee in accordance with the Rules of the Club; or
- (ii) be a member of such other category of Associate Member as the Committee shall determine may be admitted as a Full Member in accordance with the Rules of the Club; or
- (iii) complete the prescribed application form and be nominated and seconded for admission by different Full Members (who shall each be a Full Member of not less than three Years good standing at the time of such

nomination), provided that the Committee shall have determined, at any time and for the time being, that such applications will be considered (either generally or on any basis set out in a Policy Statement); and

(iv) pay, or have paid, the prescribed entrance fee.

(B) Subject to the proviso to Article 3.3(A)(iii), a Full Member shall only be entitled to nominate or second up to two individuals per year.

(C) The admission of each Full Member shall be subject to the approval of the Committee and the name and details of such Full Member shall be entered in the Register.

3.4. Associate Members

(A) The Committee may from time to time designate categories for individuals as Associate Members of the Club. Such Associate Member categories shall be set out in the Bye-Laws and/or Policy Statements and/or be posted on the Club Notice Board. The Committee may prescribe such rights and obligations in respect of any such Associate Member categories as it shall see fit.

(B) Any individual wishing to be admitted as an Associate Member must complete the prescribed application form, any pledge form (relevant to the category concerned) and pay the prescribed entrance fee (if any).

(C) The admission of each Associate Member shall be subject to the approval of the Committee and the name and details of such Associate Member shall be entered in the Register.

3.5. Honorary Members

(A) The Chairman and the Honorary Secretary shall be entitled to nominate notable persons for approval by the Committee as Honorary Members.

(B) The admission of each Honorary Member shall be subject to the approval of the Committee and the name and details of such Honorary Member shall be entered in the Register.

(C) Honorary Members shall not be required to pay an entrance fee or subscriptions.

(D) A person may be removed as an Honorary Member if at least 75% of the Officers attending and voting at a meeting of the Committee vote in favour of such a resolution.

3.6. Temporary Members

(A) An individual who is, in the opinion of the Committee, only temporarily resident in Hong Kong shall be entitled to apply (in such form as the Committee may from time to time prescribe) to be admitted as a Visitor to use the Club Premises.

(B) An application for admission as a Visitor must be accompanied by the written recommendation of an existing Member.

(C) No Visitor shall be entitled to use the Club Premises for a period longer than three months in any 12 month period.

- (D) The Responsible Person shall be responsible for the acts and omissions of such Visitor whilst on the Club Premises and in particular shall be responsible for all Debts due from such Visitor and any disciplinary action or proceedings taken by the Club in respect of such Visitor pursuant to the Articles.
- (E) Reciprocal Club Members temporarily resident in Hong Kong shall be entitled to apply (in such form and by submission of such documents as the Committee may from time to time prescribe) to use the Club Premises.
- (F) Reciprocal Club Members shall be entitled to use the Club Premises for such period or periods as shall from time to time be determined by the Committee.
- (G) Absent Members (and their Family members) shall be entitled to apply to use the Club Premises on a temporary basis pursuant to Article 3.13(E) and the Rules of the Club in that respect.

3.7. Admission: methods, procedures, privileges and obligations

- (A) The Committee may from time to time determine and prescribe such methods and procedures for admission of Full Members, Associate Members, Honorary Members and Temporary Members as well as the privileges to which they shall be entitled and the obligations to which they shall be subject, as it shall deem appropriate provided that all such methods, procedures, privileges and obligations shall be:
 - (i) accordance with the other provisions of the Articles and the Ordinance; and
 - (ii) recorded in writing and available for inspection by the membership.
- (B) Associate Members, Honorary Members and Temporary Members shall not be entitled to vote at General Meetings or propose or second individuals for membership of the Club or persons to be elected as Officers and shall not be eligible for nomination as an Officer.

3.8. Misrepresentation

If at any time after the admission of a Member or Temporary Member the Committee shall become aware:

- (A) That such Member or Temporary Member has been admitted on the basis of information made available to the Committee which is inaccurate or misleading; or
- (B) That information pertinent to such admission was not made available to the Committee at the time of application for admission; or
- (C) In the case of a Sports Preferred Member, that his participation or otherwise is found by the Committee to be inadequate in any respect during the period of commitment specified in his pledge of commitment required by the Club pursuant to the Rules of the Club

the Committee shall, upon notice and after enquiry, have authority to terminate such membership upon notice to the person so admitted and, where applicable, remove his name from the Register or the Corporate Register, and he shall thereupon cease to be a Member or Temporary Member and forfeit all rights and privileges in respect thereof.

3.9. Corporate Members and Nominees

(A) Acquisition of Corporate Subscriberships

An applicant wishing to be admitted, and an existing Corporate Member wishing to remain, as a Corporate Member must:

- (i) be a company, firm, business or other organisation, the beneficial owners of which (unless the Committee shall otherwise agree in any particular case) are at all times ascertainable by reference to an official register in Hong Kong; and
- (ii) acquire, or have acquired, one or more Corporate Subscriberships, evidenced by a valid Corporate Subscribership Certificate in the name of the Corporate Member for each such Corporate Subscribership.

The admission of each Corporate Member shall be subject to the approval of the Committee and the name and details of such Corporate Member shall be entered in the Corporate Register.

(B) Number, classes and series of Corporate Subscriberships

The Committee shall from time to time determine the total number of Corporate Subscriberships, or the total number of any class or series of Corporate Subscriberships (and any additional rights or obligations applicable thereto), which shall be available. Existing Corporate Subscriberships, and any further series or class of Corporate Subscriberships permitted and made available by the Committee, may be designated in any manner which the Committee may decide.

(C) Appointment of Nominee

A Corporate Member shall have the right, in respect of each Corporate Subscribership acquired by it and for which it holds a valid Corporate Subscribership Certificate, to appoint one person (of not less than 16 years of age) at a time who shall be its Nominee for that Corporate Subscribership and who shall be entitled to use the facilities of the Club. The appointment of each Nominee shall be subject to the approval of the Committee and the name and details of such Nominee shall be entered in the Corporate Register.

(D) Restrictions on Nominee

A Nominee shall not be entitled to vote at General Meetings or to propose or second individuals for membership of the Club or persons to be elected as Officers and shall not be eligible for nomination as an Officer.

(E) Liability for Nominee

A Corporate Member shall be liable as the Responsible Person with its Nominee for all acts and omission of such Nominee whilst on the Club Premises and in particular shall be responsible for all Debts due from such Nominee and any disciplinary action or proceedings taken by the Club in respect of such Nominee pursuant to the Articles.

(F) Change of Nominee

A Corporate Member may, with the approval of the Committee and upon payment of such fee as shall from time to time be prescribed by the Committee, change its Nominee. The Committee may require a Corporate Member to withdraw its appointment of its Nominee for any reason.

(G) Existing Member as Nominee

In the event that a Corporate Member shall appoint as its Nominee an existing Member, then that Member's membership, and all rights and obligations in respect thereof, shall be dormant and held in abeyance for the period such Member is a Nominee.

(H) Voting rights, etc of Corporate Members

A Corporate Member shall have the right to attend and vote at General Meetings pursuant to the terms of Article 15.3 and to propose and second persons to be elected as Officers, but may not propose or second individuals for membership of the Club.

(I) Transfer and lease of Corporate Subscriberships

Subject to Article 3.9(J), existing Corporate Subscriberships shall be transferable upon the payment of such transfer fee as shall from time to time be prescribed by the Committee and subject to the approval of the transfer by the Committee. Subject to Article 3.9(L), Corporate Subscriberships shall be able to be leased.

(J) Exchange for acquisition and transfer of Corporate Subscriberships

From and after the 1st day of January 2006, the Club shall operate an exchange to facilitate the transfer of Corporate Subscriberships and from and after that date Corporate Subscriberships may only be acquired either directly from the Club or by transfer arranged through the Club and, in each case, upon the payment of such acquisition or transfer fees as shall from time to time be prescribed by the Committee. Every applicant for or proposed transferee of a Corporate Subscribership must be in compliance with the restrictions contained in Article 3.9(A)(i).

(K) Protection of value of Corporate Subscriberships

Subject to any discount prescribed by the Committee pursuant to Article 3.9(T), the Club shall not offer any new Corporate Subscribership, or series or class of Corporate Subscriberships, at an acquisition fee of less than 110% of the asking price by any Corporate Member offering to transfer an existing Corporate Subscribership, or an existing Corporate Subscribership of such series or class of Corporate Subscriberships, through the Club, unless such offer (inclusive of any variation thereto) has not been accepted within a period of 60 days or, if no such offer exists, at an acquisition fee of less than 110% of the price for the last concluded transfer of an existing Corporate Subscribership, or an existing Corporate Subscribership of such series or class, through the Club.

(L) Exchange for lease of Corporate Subscriberships

From and after the 1st day of January 2006, the Club shall operate an exchange to facilitate the leasing of Corporate Subscriberships and from and after that date Corporate Subscriberships may only be leased, from an existing Corporate Member, by arrangement through the Club and upon payment of such lease arrangement fee as shall from time to time be prescribed by the Committee,

provided that a Corporate Member must, forthwith upon receipt of notice to do so, advise the Club of any pre-existing leasing or other similar arrangement for any Corporate Subscribership and shall be exempt from such lease arrangement fee until any renewal at the expiry of the pre-existing leasing or other similar arrangement. A lessee of a Corporate Subscribership may be any company, firm, business, other organisation or an individual, shall be subject to the approval of the Committee and the name of such lessee shall be entered in the Corporate Register.

(M) Rights and obligations of lessees

No lessee of a Corporate Subscribership shall acquire or be recognised as having any of the rights of a Corporate Member, except the right to appoint and change a Nominee. A lessee of a Corporate Subscribership must agree to be bound by the Articles and shall become jointly and severally liable with the Corporate Member and the Nominee to pay immediately, upon written notice, any Debt owed by it or its Nominee. All other rights and obligations attaching to a Corporate Subscribership shall, as between the Club and such lessee and, as between the Club and such Corporate Member, remain with the Corporate Member in whose name the Corporate Subscribership is registered in the Corporate Register.

(N) No lease of unsold Corporate Subscriberships

The Club shall not facilitate the offer of any Corporate Subscribership for lease unless such Corporate Subscribership has been registered in the name of a Corporate Member in the Corporate Register and an acquisition or transfer fee has been paid.

(O) What constitutes a “transfer”

In any case where there is:

- (i) a transfer or transfers of shares of a Corporate Member, to the extent that such transfer or transfers results in a change of more than 50% of the beneficial ownership or control of such Corporate Member within any period of 12 months; or
- (ii) any merger or acquisition or re-organisation within a group of companies which results in a change of majority ownership or control (registered or beneficial) of a Corporate Member or any holding company of the Corporate Member whether such holding be direct, intermediary or ultimate; or
- (iii) a transfer of ownership of a Corporate Subscribership to a holding company or subsidiary of a Corporate Member, or to another subsidiary of a holding company of a Corporate Member whether such subsidiary be a direct, intermediate or ultimate subsidiary of the holding company of the Corporate Member

there shall be deemed to be a transfer of every Corporate Subscribership registered in the name of that Corporate Member in the Corporate Register, provided however that Article 3.9(O)(i) shall not apply to any Corporate Member with publicly traded shares.

(P) Duty to advise Club and pay transfer fees

A Corporate Member shall forthwith advise the Club of any such transfer or transfers as set out in Article 3.9(O) and transfer fees shall be payable. Any failure to so advise the Club and pay the prescribed fees shall render the Corporate Member liable to such penalty as shall from time to time be prescribed by the Committee.

(Q) Change of name of Corporate Member

In any case where there is merely a change of name of a Corporate Member, such Corporate Member shall forthwith advise the Club of such change of name and the Corporate Subscribership Certificate shall be re-issued in the new name upon payment of such fee as shall from time to time be prescribed by the Committee. Any failure to so advise the Club and pay the prescribed fee shall render the Corporate Member liable to such penalty as shall from time to time be prescribed by the Committee.

(R) Cessation of Corporate Membership and reversion to Club

A Corporate Member shall forthwith cease to be a Corporate Member and its name shall be removed from the Corporate Registrar if at any time it:

- (i) ceases to hold at least one Corporate Subscribership; or
- (ii) fails to pay any Debt owed by it, its Nominee, its lessee or its lessee's Nominee; or
- (iii) ceases to exist as an entity.

In the event of either (ii) or (iii) any Corporate Subscribership concerned shall forthwith and automatically revert to the Club, without payment of any compensation whatsoever, and shall thereafter be deemed to be a new Corporate Subscribership which may be offered by the Club for acquisition in accordance with Article 3.9(J).

(S) Who is liable to pay fees

The obligation to pay any fee prescribed by the Committee pursuant to this Article 3.9, shall be the liability of the company, firm, business or other organisation acquiring, transferring or leasing the Corporate Subscribership concerned, changing its name or appointing or changing its Nominee, provided however that such liability shall be joint and several with such transferee, lessee or Nominee as shall be involved. No relevant entry shall be made in the Corporate Register until all appropriate fees have been paid.

(T) Committee may prescribe procedures, fees, etc

The Committee may from time to time prescribe:

- (i) procedures for the admission of Corporate Members and the issuance, or re-issuance, of Corporate Subscribership Certificates;
- (ii) additional privileges, obligations and restrictions applicable to Corporate Members, Nominees and Corporate Subscriberships, or any class or series of Corporate Subscriberships;

- (iii) fees applicable to Corporate Subscriptions including discounted fees based on volume, timely notice or otherwise, and penalty fees;
- (iv) procedures for the transfer or leasing of Corporate Subscriptions; and
- (v) rules in respect of such other matters relating to Corporate Members, Corporate Subscriptions and Nominees as the Committee may deem appropriate, including any limitation on the number of Corporate Members or Corporate Subscriptions, or of any class or series of Corporate Subscriptions, which may be so admitted or available for acquisition, or the number of Corporate Subscriptions which shall be available for acquisition by a single or particular Corporate Member, or generally, at any time.

3.10 Privileges and obligations of a Member not transferable

The rights and privileges of a Member shall be personal to himself and shall not be capable of transfer by his own act or by operation of law, or upon his ceasing for any reason to be a Member under the provisions of the Articles. However, the Committee shall have the discretion in special circumstances to extend rights and privileges of using the Club Premises to the Family members of the relevant Member subject to such conditions, if any, that the Committee may from time to time impose and provided that at least one of such Family members agrees to be bound by the Articles and to be the Responsible Person for any other such Family members.

3.11 Members' Families

- (A) The Family members of Members and Temporary Members shall be entitled to enjoy such rights and privileges in respect of the use of the Club Premises and shall be subject to such obligations as the Committee shall from time to time prescribe. The relevant Responsible Person shall be responsible for all acts and omissions of their Family members whilst using Club Premises including all Debts incurred by any such Family member provided that:
 - (i) the Committee may in its discretion and at any time, and on the request of the relevant Responsible Person, shall, withdraw the rights and privileges of all or any of such Responsible Person's Family members; and
 - (ii) such rights and privileges of Family members shall, subject to Article 3.11(B), cease forthwith upon the death of the Member or a Member otherwise ceasing to be a Member.
- (B) The Committee shall have the discretion to allow any current or former Spouse, or former Partner or any child under 26 years of age, of a Member (or former Member) to join the Club as a Full Member or Associate Member (including, where any such person, in the opinion of the Committee, is actively involved in sports, as a Sports Preferred Member) on such conditions as the Committee shall from time to time prescribe.

3.12 Life Members

- (A) Full Members who have rendered valuable service to the Club (as set out in the relevant Policy Statement) may, on the recommendation of the Committee, be elected Life Members of the Club by Ordinary Resolution passed at any General Meeting.
- (B) Life Members shall not be required to pay subscriptions.

3.13 Absent Members

- (A) Subject to Article 3.13(D), a Full Member and such category of Associate Member as the Committee shall approve shall be entitled, upon payment of such amount and in accordance with such conditions as determined by the Committee from time to time, to require that his name be removed from the Register and entered in the Absent Members' List maintained by the Club. Such request must be made to the Honorary Secretary in writing prior to leaving Hong Kong giving:
 - (i) the date of his intended departure from Hong Kong (the period of intended absence from Hong Kong not being less than 3 months); and
 - (ii) the date of his intended return to Hong Kong (if known).
- (B) An Absent Member shall be exempt from payment of subscriptions for the period from the first day of the month following his departure from Hong Kong until the last day of the month prior to the month in which he returns to Hong Kong and, subject to Article 3.13(E), shall not be entitled to use the Club Premises and shall have no rights as a Member during such period including, in the case of an Absent Member who was a Full Member, the right to receive notice of any General Meeting dispatched during such period and to attend and vote, or to appoint a Proxy Holder to vote on his behalf, at any such General Meeting.
- (C) Subject to Article 3.13(F), an Absent Member must reactivate his membership and have his name restored to the Register if he returns to Hong Kong for a continuous period of more than 15 days, failing which his name may, at the discretion of the Committee, be removed from the Absent Members' List and his right to reactivate his membership shall cease.
- (D) A Full Member or Associate Member (whichever the case may be) shall not be entitled to apply for his name to be entered in the Absent Members' List pursuant to Article 3.13(A) if that Full Member or Associate Member is the subject of any disciplinary action pursuant to the Articles.
- (E) An Absent Member or his Family members visiting Hong Kong for a short period may, at the discretion of the Committee, be permitted to use the Club during such period whilst such former Full Member or Associate Member continues to be an Absent Member, subject always to such rules, regulations and conditions as the Committee shall from time to time impose. For the avoidance of doubt, an Absent Member permitted to use the Club pursuant to this Article shall not be entitled to vote or appoint a Proxy Holder to vote on his behalf at a General Meeting unless the Absent Member has reactivated his membership as a Full Member in accordance with Article 3.13(C).

- (F) If the Full Member or Associate Member whose name is entered in the Absent Members' List becomes an Infringing Debtor then the Committee shall have the discretion to refuse to reinstate such Absent Member as a Full Member or Associate Member (as the case may be) until such Absent Member has settled all Debts in full.

3.14 Members bound by Rules of the Club

Every new Member, Temporary Member and Corporate Member shall state in writing that they accept and agree at all times to be bound by the Articles, the Bye-laws and the Policy Statements, including any additions or amendments thereto from time to time.

ARTICLE 4

4 GUESTS

4.1 Who may invite Guests

Subject to such provisions as shall be set out in the Bye-laws, Members (and Absent Members permitted to use the Club Premises pursuant to Article 3.13(E)) and their Partners, Spouses and their Children of 16 years of age and over shall be entitled to invite Guests to the Club, provided always that such Guests shall be accompanied by such Member, Absent Member, Partner, Spouse or Child whilst on Club Premises and shall abide by the provisions of the Articles and the Bye-laws.

4.2 Responsible Person

The Responsible Person shall be responsible for the acts and omissions of such Guests whilst they are on the Club Premises, and may be subject to any disciplinary action taken by the Club in respect of the conduct of such Guests pursuant to the Articles.

ARTICLE 5

5. RECIPROCAL CLUBS

5.1 Power to appoint

The Committee shall have the power to enter into such reciprocal arrangements with overseas clubs as it deems fit and to terminate or change such arrangements.

5.2 Not available for residents

Reciprocal arrangements shall not extend to the use of the Club and its facilities by a member of a Reciprocal Club who is ordinarily resident in Hong Kong.

ARTICLE 6

6. RESIGNATION AND DISQUALIFICATION

6.1. Resignation

A Member may, resign his membership from the Club at any time by giving notice in writing to the Club in the calendar month preceeding the calendar month on the last day of which such resignation is to take effect. Notwithstanding such resignation, such person shall continue to be liable for all Debts at the time of his ceasing to be a Member.

6.2. Disqualification

(A) If any Member, Temporary Member or Absent Member shall:

- (i) be convicted of an indictable offence; or
- (ii) be adjudged a bankrupt; or
- (iii) make a composition or arrangement with his creditors

he shall thereupon cease to be a Member, Temporary Member or Absent Member (as the case may be) forthwith, save that the Committee may, in its discretion, reinstate such person (whether or not such circumstances persist) on such terms as it shall think fit.

(B) If any Corporate Member shall:

- (i) pass a resolution for winding up or a court makes an order to that effect, or being a partnership shall be dissolved; or
- (ii) cease to carry on business or substantially the whole of its business or becomes or is declared insolvent or convenes a meeting of or makes proposals for any arrangement or composition with its creditors or if a liquidator, administrator or similar officer is appointed

it shall be deemed to have thereupon ceased to be entitled to nominate a Nominee and all rights of it and its Nominee shall cease save that the Committee may, in its discretion, reinstate such person (whether or not such circumstances persist) on such terms as it thinks fit and whether before or after any such event as set out in (i) and (ii) above has ceased to apply or allow the receiver or liquidator of the relevant Corporate Member to sell (but not lease) any Corporate Subscribership registered in the name of such Corporate Member to a third party pursuant to the requirements for the transfer of a Corporate Subscribership in Article 3.9.

ARTICLE 7

7. ENTRANCE FEES, SUBSCRIPTIONS, LEVIES, ETC

7.1. Entrance Fees and Subscriptions

- (A) The maximum amounts of entrance fees and subscriptions for each category of membership shall be resolved from time to time by Ordinary Resolution in General Meeting.
- (B) Subject to Article 7.1(A), Members, Corporate Members and Temporary Members shall pay such entrance fees (if any) in respect of their admission to the Club and such subscriptions (if any) or other fees in respect of their membership or use of the Club's facilities in such amount, and at such intervals as the Committee may from time to time determine.
- (C) Entrance fees, subscriptions and other fees for use of the Club's facilities shall be listed in a schedule annexed to the Bye-laws.

- (D) The Committee shall have discretion in any particular case or circumstances, to waive, reduce or refund entrance fees, subscriptions, interest or other fees.

7.2 Facility charges

- (A) The Committee may, from time to time, determine appropriate charges and levies in respect of various Club facilities, provided that the normal use of Section, Designated Sports Association and Society sports facilities and other facilities deemed by the Committee to be so exempt (and listed as such in a schedule annexed to the Bye-laws) shall be exempted from such charges and levies. Such charges and levies shall be listed in a schedule annexed to the Bye-laws.
- (B) The Committee may, from time to time, designate minimum levels of expenditure in respect of the use of such of the Club's facilities as in its discretion it shall determine.

7.3 Administration fees

The Committee may, from time to time, determine appropriate fees in respect of administrative functions related to membership and other matters. Such fees shall be listed in a schedule annexed to the Bye-laws.

7.4 Purchase of goods and services

Save as expressly set out in the Articles or as the Committee shall otherwise determine, no persons other than Members, Temporary Members and their Family members shall be entitled to use the Club Premises and to purchase goods and services from the Club.

ARTICLE 8

8. FINANCIAL OBLIGATIONS

8.1. Infringing Debtors

All Debts must be paid on or before the Due Date, failing which the Debtor and any Responsible Person shall become an Infringing Debtor.

8.2. Withdrawal of Credit Facilities

The Committee shall be entitled at its discretion to withdraw Credit Facilities from any Infringing Debtor and to take such action as it deems necessary in the circumstances to procure that any Credit Facilities are withdrawn from such Infringing Debtor.

8.3. Invoice for Debt and interest

Infringing Debtors shall be sent an invoice for the amount of the unpaid Debt and any simple interest payable from the Due Date to the date of payment inclusive (at a rate to be determined by the Committee from time to time and posted on the Club Notice Board). Such invoice shall be paid in full by the Infringing Debtor within one month from the date on which it is issued.

8.4. Consequences of non-payment

- (A) If, after the expiration of the one month period referred to in Article 8.3, any part of the invoiced Debt and any interest remains unpaid then, at the discretion of and by the order of the Committee, the Infringing Debtor may be posted.

(B) If, after the expiration of a further one month period, any part of the invoiced Debt and any interest remains unpaid then, in the discretion of and by the order of the Committee, the Infringing Debtor may be:

- (i) removed from the Register or Corporate Register; or
- (ii) expelled as a Temporary Member; or
- (iii) prohibited from being a Nominee; or
- (iv) prohibited from having his name taken off the Absent Members' List; or
- (v) excluded from the Club Premises and its facilities and from all or any of the privileges of membership conferred by the relevant membership for a period not exceeding three months

(as the case may be) and the Infringing Debtor shall be advised thereof by a person duly authorised by the Committee for the purpose (whether generally or in respect of a particular occasion) by registered letter, and shall thereupon cease to be a Member, Corporate Member or Temporary Member (as the case may be) with effect from the date of posting of such registered letter and shall forfeit all rights and privileges of the relevant membership and all rights to or claims upon the Club or its property or funds.

8.5. Loss of use of Club Premises and voting rights

An Infringing Debtor who has been posted shall not be entitled to use the Club Premises or vote at any General Meeting until the Debt in question and all interest has been paid in full.

8.6. Replacement of Nominee

Where the Infringing Debtor is a Nominee and such Nominee is by order of the Committee prohibited from being a Nominee, the Committee shall have the discretion to allow the relevant Corporate Member to nominate a replacement Nominee provided always that the relevant Debt is discharged.

8.7. Re-instatement

The Committee may, in its discretion, and at any time thereafter, re-instate any Member, Corporate Member or Temporary Member whose membership or rights have been terminated in accordance with this Article 8 on receiving a reasonable explanation in writing of the reasons for non-payment of the Debt in question accompanied by payment of such Debt and all interest in full.

8.8. Security deposit

The Committee may at any time it thinks fit, after giving reasons in writing accordingly, require a Member, Corporate Member or Temporary Member to pay any Debt then outstanding (irrespective of whether such person is an Infringing Debtor) forthwith and/or call for a deposit against future Debts, which deposit shall not be exceeded by any amount extended by way of Credit Facilities, and if such Member, Corporate Member or Temporary Member fails to so comply then all Credit Facilities of such Member, Corporate Member or Temporary Member shall forthwith cease and the amount of any Debt shall become immediately payable.

8.9. Referral to Disciplinary Standing Sub-committee

The Committee shall be entitled, whether as an additional or an alternative procedure, to refer the matter of any Debt or Infringing Debtor to the Disciplinary Standing Sub-committee to be dealt with in accordance with the procedures set out in Article 9.

ARTICLE 9

9. MISCONDUCT, DISCIPLINE, EXCLUSION AND EXPULSION

9.1. Misconduct

- (A) Misconduct shall occur if any Member, Temporary Member, Family member, Guest or any other person using the Club Premises:
 - (i) is in breach of any provision of the Articles or the Bye-laws; or
 - (ii) conducts himself or behaves (whether inside or outside the Club Premises) in a manner which is:
 - (a) improper, injurious or detrimental to the character, reputation or interests of the Club or of its members; or
 - (b) unbecoming of a member
- (B) If the General Manager or an Officer or the Committee (whichever the case may be) is of the opinion that misconduct has occurred, the matter maybe referred to the Disciplinary Standing Sub-committee.
- (C) Where an incident or matter complained of is witnessed by (or comes to the attention of) the General Manager or an Officer (or a Member, Temporary Member or Family member who subsequently refers the matter to the General Manager or an Officer) and, in the opinion of the General Manager or such Officer the incident or matter complained of is sufficiently serious to merit exclusion of any person from the Club Premises pending referral of the matter to the Disciplinary Standing Sub-committee, the General Manager or such Officer shall be entitled to immediately exclude such person from the use of the Club Premises for a period, in the case of the General Manager, of 24 hours (within which time the matter must be reported to an Officer, who may exclude such person for a further period not exceeding 14 days) or, in the case of an Officer, for a period not exceeding 14 days. If the matter is not decided upon within such period of exclusion, such person shall be entitled to resume use of the Club Premises pending such decision.

9.2 Disciplinary Standing Sub-committee

The Committee shall appoint an Officer from time to time as the chairman of the Disciplinary Standing Sub-committee. Such Officer shall appoint such other Members, including no more than two other Officers, as he shall deem necessary as members of the Disciplinary Standing Sub-committee.

9.3 Referral to the Disciplinary Standing Sub-committee

- (A) Upon the referral to the Disciplinary Standing Sub-committee of such a matter pursuant to Article 9.1 (or Article 8.9), the Disciplinary Standing Sub-committee shall consider whether or not to request the appointment of a Disciplinary Panel for the purpose of conducting an enquiry in respect of the Complaint in accordance with the provisions of Article 9.5.
- (B) If the Disciplinary Standing Sub-committee decides in its discretion not to request the appointment of a Disciplinary Panel, it shall be responsible for determining the action, if any, to be taken by the Club in respect of the matter, which shall be limited to the issuance of a warning or the levying of a Fixed Fine.

9.4 Disciplinary Panel

- (A) Upon the election of the Committee each year, the Committee shall draw up, or amend, and approve a list of prospective candidates, who must be Members of at least three years' goodstanding, suitable to sit on Disciplinary Panels. Such list shall be kept by the Honorary Secretary.
- (B) In the event that the Disciplinary Standing Sub-committee requests the appointment of a Disciplinary Panel to conduct an enquiry in respect of a complaint, a Disciplinary Panel shall be appointed and shall comprise three Members from the list of suitable candidates kept by the Honorary Secretary, one of whom shall be appointed by the Chairman, or in his absence the Honorary Secretary, to be the chairman of the Disciplinary Panel. None of the members of the Disciplinary Panel shall be an Officer or a member of the Disciplinary Standing Sub- committee.
- (C) A Disciplinary Panel shall, subject as hereinafter provided, be entitled to determine its own manner and method of holding meetings, conducting proceedings, passing resolutions or making decisions.

9.5 Disciplinary Panel hearing

- (A) Upon the appointment of a Disciplinary Panel, the Disciplinary Standing Sub-committee shall assist as is necessary and/or appropriate to provide information relating to the matter to such Disciplinary Panel. In particular, the Disciplinary Standing Sub-committee shall determine who shall be the Chargee and the wording of the Complaint in respect of the conduct or behaviour complained of and/or the alleged breach of the Articles or the Bye-laws.
- (B) The Disciplinary Standing Sub-committee shall supply the Chargee (and the Responsible Person, if appropriate) with a written notice detailing:
 - (i) the Complaint; and
 - (ii) the date and place of the Disciplinary Panel hearing to be held to investigate the Complaint; and
 - (iii) a summary of the rights of the Chargee in respect of the Complaint; and
 - (iv) copies of the evidence obtained.

- (C) The Chargee shall be entitled to give a written explanation to the Disciplinary Panel not later than seven days before the date of the hearing.
- (D) The Chargee shall be entitled to attend and be represented by a solicitor, counsel or friend and be heard at the hearing of the Complaint to give an explanation of the circumstances surrounding the Complaint including any justification or defence and to call and/or question witnesses. The Chargee must notify the Disciplinary Panel at least seven days prior to the date of the hearing as to whether or not he intends to attend and whether he requires the attendance of witnesses and whether the Chargee will be represented (and if so, by whom). In the absence of such notification the Disciplinary Panel will be entitled to assume that the Chargee has waived such rights and may proceed to hold the hearing on that basis. For the avoidance of any doubt, the Club may be represented at any hearing by a solicitor or counsel if deemed appropriate by the Disciplinary Standing Sub-committee.
- (E) If the Disciplinary Panel is of the opinion (either unanimously or by a majority decision) that the Chargee is guilty of the Complaint made against him, or any part thereof, having taken account of all relevant circumstances including but not limited to the Chargee's previous disciplinary record and his plea to the Complaint, the Disciplinary Panel may either:
 - (i) expel the Chargee (such that the Chargee's membership of the Club ceases); or
 - (ii) exclude the Chargee from the use of the Club Premises and its facilities (including facilities outside the Club Premises) and from all or any of the privileges of membership for a period not exceeding twelve months (during which period subscriptions shall continue to be payable); or
 - (iii) take such other action (either in place of or in addition to any exclusion or other punishment imposed) in respect of the Chargee as it sees fit including (but not limited to) imposition of a fine, reimbursement of any loss or rectification of any damage and/or issuance of a warning concerning the Chargee's future conduct or behaviour and/or the imposition of a suspended sentence not exceeding twelve months' exclusion (suspended for not more than three years) or, where the Chargee is a Nominee, a requirement that the Corporate Member nominates another individual as its Nominee.

The decision of the Disciplinary Panel shall be promptly sent in writing to the Chargee (and the Responsible Person, if appropriate).

9.6. Review of Disciplinary Panel's decision

The Chargee shall be entitled to a Review of a decision of a Disciplinary Panel by a Review Committee where the Chargee is expelled pursuant to Article 9.5(E)(i) or excluded from the use of the Club Premises (whether immediately or by suspended sentence) for more than three months pursuant to Article 9.5(E)(ii), by giving written notice of such intention to the Honorary Secretary within fourteen days of receipt of such written decision.

9.7. Review Committee

- (A) A Review is requested by the Chargee pursuant to Article 9.6, the Chairman (or in his absence the Honorary Secretary) shall promptly appoint a Review Committee. Such Review Committee shall comprise three Full Members of at least three years' good standing each, none of whom shall be an Officer or have served on the relevant Disciplinary Standing Sub-committee or Disciplinary Panel and one of whom shall be appointed by the Chairman (or in his absence the Honorary Secretary) to be the chairman of the Review Committee
- (B) The Review Committee shall have the same powers with regard to the Review as a Disciplinary Panel has pursuant to Articles 9.4(B) and 9.5(E), save that it shall also have the power to order a re-hearing of the Complaint, or any part thereof, by a new Disciplinary Panel.

9.8. Review Committee hearing

Upon the appointment of a Review Committee at the request of the Chargee, the Honorary Secretary shall supply the Chargee with a written notice of the date and place of the Review. The Chargee shall be entitled to give a written explanation and/or submission to the Review Committee at least three days prior to the Review, failing which the Review Committee shall be entitled to assume that the Chargee has waived his right to make such explanation and/or submission and may proceed as it thinks fit. The decision of the Review Committee shall be promptly sent in writing to the Chargee (and the Responsible Person, if appropriate). There shall be no right of appeal from the decision of the Review Committee save in the case of a decision to expel.

9.9 Expulsion/Exclusion immediate

- (A) If a Disciplinary Panel or the Review Committee shall exclude the Chargee, such exclusion shall be immediate.
- (B) If a Disciplinary Panel or the Review Committee shall expel the Chargee, the Chargee shall immediately cease to be a Member, Corporate Member or Temporary Member (as the case may be).

9.10 Appeal to General Meeting

- (A) The Chargee after having exhausted any Review procedure shall be entitled to appeal to a General Meeting in respect of a decision of the Review Committee to expel him pursuant to Article 9.5(E)(i) or 9.7(B).
- (B) The Chargee shall give written notice of such intention to the Honorary Secretary within fourteen days of the date of such expulsion by the Review Committee, and pay a deposit equivalent to three months of his then current subscription to secure his attendance and reasonable conduct at a General Meeting (which the Chargee must attend) to hear the appeal.
- (C) The Committee shall call a General Meeting promptly at which a Special Resolution drafted by the Honorary Secretary shall be proposed to overturn the decision of the Review Committee, to expel the Chargee. If the Special Resolution is passed by the required majority, the Chargee will be immediately reinstated as a Member, Corporate Member or Temporary Member (as the case may be).

- (D) Whether or not such Special Resolution is passed by the required majority, the deposit paid by the Chargee shall be refunded to the Chargee immediately after such General Meeting in the event that he shall have complied with the requirements for attendance and reasonable conduct.

9.11 Disqualification of interested persons

- (A) A member of the relevant Disciplinary Standing Sub-committee, Disciplinary Panel or Review Committee shall not be entitled to vote at any General Meeting convened pursuant to Article 9.10(C).
- (B) No member of a Disciplinary Panel may defend, represent or otherwise make representations on behalf of a Chargee who has been the subject of a decision by that Disciplinary Panel in relation to a Review pursuant to Article 9.8 or an appeal pursuant to Article 9.10.

9.12 Responsible Person in disciplinary proceedings

- (A) For the avoidance of doubt, where the context admits, a reference in this Article 9 to a Chargee, includes a reference to the Responsible Person, if any, for such Chargee so that, where appropriate, this Article 9 shall apply to the Responsible Person as if they were such Chargee.
- (B) Where any such Chargee is a Nominee, Family member, Guest or other person using the Club Premises (not being a Member or Temporary Member), the Disciplinary Standing Sub-committee, a Disciplinary Panel or the Review Committee, as the case may be, shall be entitled to treat the Responsible Person as if they were such Chargee and may require the Responsible Person to resign or take such other action in respect of the Responsible Person or the conduct of the person for whom they are responsible as they shall see fit.

9.13 Suspended sentences

Where a suspended sentence has been imposed, it may only be invoked (in whole or in part) by decision of a Disciplinary Panel (or Review Committee) on the hearing of a subsequent Complaint against the original Chargee or against any person for whom the original Chargee is the Responsible Person.

ARTICLE 10

10. SECTIONS, DESIGNATED SPORTS ASSOCIATIONS AND SOCIETIES

10.1 Sections

- (A) The Sections shall comprise Members or their Family members sharing a common interest in, or participating in, in each case, one of the following sports:
 - (i) Hockey;
 - (ii) Lawn Bowls;
 - (iii) Rugby;
 - (iv) Soccer; and
 - (v) Squash

or such other sport or sports as may be added as a Section or Sections pursuant to Article 10.1(B).

- (B) The Committee shall be entitled to recommend the creation of another Section or Sections for such sport or sports as the Committee shall deem appropriate, provided always that the creation of such Section or Sections shall require the passing at a General Meeting of a resolution by at least 66.6% of the votes of Voting Members as, being entitled so to do, vote in person or by proxy or by Corporate Representative at such General Meeting.
- (C) A Section shall have the privileges and obligations which are set forth in the Articles and, additionally, as determined by the Committee and set forth in any Policy Statements.
- (D) Each Section shall be represented by a Section Committee comprising members of that Section.

10.2 Designated Sports Associations

- (A) The Committee shall be entitled to designate any sports group within the Club comprising Members or their Family members sharing a common interest in, or participating in, the relevant sport as a Designated Sports Association.
- (B) The Committee shall give at least 28 clear days' notice of such intention by posting details on the Club Notice Board and on the Club website, inviting comments from the membership in that respect, and it shall take such comments into account in making its decision whether to so designate such sports group.
- (C) The criteria for the designation of a sports group as a Designated Sports Association, and any privileges and obligations thereof which are not set forth in the Articles, shall be determined by the Committee and set forth in any Policy Statements.
- (D) Each Designated Sports Association shall be represented by a Designated Sports Association Committee comprising members of that Designated Sports Association.

10.3 Societies

- (A) The Committee shall be entitled to recognise any recreational sports or activities group or club within the Club comprising Members or Family members sharing a common interest in, or participating in, the relevant recreational sport or activity as a Society.
- (B) The criteria for the designation of a recreational sports or activities group or club as a Society, and any privileges and obligations thereof which are not set forth in the Articles, shall be determined by the Committee and set forth in any Policy Statements.
- (C) Each Society shall be represented by a Society Committee comprising members of that Society.

10.4 Regulation of Sections, Designated Sports Associations and Societies

Each Section Committee, Designated Sports Association Committee and Society Committee shall:

- (A) Ensure that the relevant Section, Designated Sports Association or Society shall be governed by a constitution or set of bye-laws approved by the Committee;
- (B) Carry on and regulate the activities of such Section, Designated Sports Association or Society as it sees fit, subject always to the Rules of the Club and the constitution or bye-laws of that Section, Designated Sports Association or Society;
- (C) Maintain an up-to-date list or register identifying the members of such Section, Designated Sports Association or Society;
- (D) Be responsible generally to the Club and the Committee for the activities and organisation of such Section, Designated Sports Association or Society;
- (E) Be entitled to charge such levies to members of the Section, Designated Sports Association or Society as shall be approved at a meeting of such members;
- (F) Convene and hold an annual meeting of its members;
- (G) Keep written minutes of its meetings and meetings of the members of that Section, Designated Sports Association or Society and send copies of all such minutes to the Honorary Secretary no later than 14 days after the relevant meeting; and
- (H) Keep proper books of account of all financial transactions involving such Section, Designated Sports Association or Society.

For the avoidance of doubt, no Section, Designated Sports Association or Society may maintain any bank account which is independent of the Club's bank accounts.

ARTICLE 11

11. OFFICERS OF THE CLUB

11.1 The Officers

- (A) The Officers shall comprise persons in the following categories:
 - (i) the President;
 - (ii) the Vice President or Vice Presidents (provided that there shall be not more than four Vice Presidents at any time);
 - (iii) the Chairman;
 - (iv) the Honorary Secretary;
 - (v) the Honorary Treasurer;

- (vi) the other persons elected as members of the Committee pursuant to Article 16.16, being a category comprising five persons, each of whom has been nominated pursuant to Article 11.2 (or co-opted as such pursuant to Article 13.3); and
 - (vii) the other persons elected as members of the Committee pursuant to Article 16.16, being a category comprising one person nominated by each of the Sections pursuant to Article 11.5 (or co-opted as such pursuant to Article 13.3).
- (B) The number of Officers elected pursuant to Article 16.16 (or co-opted pursuant to Article 13.3) need not be sufficient to fill all categories of Officers set out in Article 11.1(A) paragraph (i) to (vii) at any time, provided however that there shall be at all times during the period between Annual General Meetings not less than 10, nor more than 21, Officers.
- (C) Each Officer shall have such authority and responsibility in respect of the management and affairs of the Club as set out in the Articles, resolved by the Voting Members in General Meeting or determined by the Committee from time to time acting in accordance with the Articles.
- (D) No person may hold a position as an Officer under more than one of the categories of Officers set out in Article 11.1(A) paragraphs (i) to (vii).

11.2 Nomination of Officers for election

- (A) No less than 14 days prior to the date of dispatch of notices advising Voting Members of the place, date and time fixed for the Annual General Meeting, the Committee shall post on the Club Notice Board and on the Club website (or otherwise inform Voting Members as it sees fit) a request for nominations for Officers other than:
- (i) the President, who shall be nominated pursuant to Article 11.3; and
 - (ii) one individual per Section, who shall be nominated by each of the Sections pursuant to Article 11.5; and

such request shall detail the requirements and eligibility criteria for such nominations including to whom any nomination should be addressed and by what date nominations must be received (which in any event shall be no later than the date seven days after the date such request is posted).

- (B) The nominations shall:
- (i) be in writing and include the name of the individual so nominated, the name and signature of another Voting Member acting as proposer of such person and the name and signature of another Voting Member acting as seconder of such person; and
 - (ii) be accompanied by the written consent to the nomination of the individual so nominated; and

- (iii) be returned to the Honorary Secretary at the Club by way of registered post or delivered by hand to the Honorary Secretary.
- (C) Within 24 hours of receipt by the Club of a valid nomination, the name and details of any person so nominated pursuant to this Article 11.2 shall be posted on the Club Notice Board and on the Club website for a period of not less than seven days.
- (D) No person may be nominated for more than one of the categories of Officers set out in Article 11.1(A) paragraphs (i) to (vii).

11.3 Nomination and eligibility of President and Vice Presidents

- (A) The President shall be nominated by the Committee.
- (B) Voting Members shall be entitled to nominate individuals for election to the positions of Vice Presidents each year.
- (C) Notwithstanding Article 11.4, in order to be eligible for nomination as the President, or as a Vice President, an individual must be a Full Member of at least ten Years good standing (subject to the proviso in Article 11.4) and must have satisfied any criteria for a President, or a Vice President, as the case may be, outlined in the relevant Policy Statement. Whether such criteria are met by the nominees shall be determined by the Committee absolutely and the Committee's decision shall be final.

11.4 Eligibility of other Officers

In order to be eligible for nomination as an Officer (other than the President or a Vice President) the nominee must be a Full Member of at least three Years good standing, provided always that the following provisions will apply in determining whether or not the nominee has the requisite period of good standing:

- (A) The nominee must be a Full Member at the time of his or her nomination;
- (B) The nominee need not have been a Full Member for the whole of the requisite period, but must during the whole of such period have been
 - (i) a Full Member; or
 - (ii) a Lady Associate (as defined in the Bye-laws and relevant Policy Statement); or
 - (iii) a Junior Associate (since reaching 21 years of age and as defined in the Bye-laws and relevant Policy Statement); or
 - (iv) such other eligible category of member as the Committee shall in its absolute discretion determine.

11.5 Section nominees

- (A) Subject to the requirements of Article 11.4, each Section shall be required to nominate one Section Member to serve as an Officer. Such nominees shall be nominated by way of a majority of the votes cast by the Section Members present at a meeting of that Section convened for that purpose in accordance with the procedures for the calling and holding of meetings of Section Members adopted by the relevant Section (and approved by the Committee in accordance with Article 10). Each Section shall communicate their nomination for an Officer to the Honorary Secretary at the time and in the manner set out in Article 11.2.
- (B) If a Section shall fail to nominate a Section Member and/or notify the Honorary Secretary of such nominee in accordance with this Article 11.5, the Committee shall be entitled, but not obliged, to nominate a Section Member of that Section as the nominee of such Section.

11.6 Invalid nominations

Any nomination for office made otherwise than in accordance with this Article 11 shall be invalid.

11.7 Notice of nominations

All nominations for Officers received and/or determined in accordance with this Article 11 shall be communicated to Voting Members in the notice advising Voting Members of the place, date and time fixed for the Annual General Meeting and the election of Officers in accordance with the terms of Article 16.

11.8 Tenure

- (A) Subject to Article 16.16(A), each Officer shall be elected at an Annual General Meeting in accordance with the provisions of the Articles and, subject to Article 11.8(B) and Article 11.9 shall hold office until the next Annual General Meeting held after the Ordinary Resolution to elect him. An Officer shall, subject to Article 11.8(B), be eligible for re-election.
- (B) Notwithstanding Article 11.8(A), and subject to Article 13.3:
 - (i) the President shall hold office from the date of election to office until the third Annual General Meeting following such election to office and shall be eligible for re-election to any office; and
 - (ii) each of the Chairman, the Honorary Secretary and the Honorary Treasurer shall hold office from the date of their respective elections to office until the second Annual General Meeting following such election to office and shall be eligible for re-election to any office.

11.9 Disqualification and removal of Officers

- (A) The office of an Officer shall be vacated if:
 - (i) he ceases to be an Officer by virtue of any provision of the Ordinance or he becomes prohibited by law from being an Officer; or
 - (ii) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

- (iii) he is, or may be, suffering from mental disorder and an order is made by a court having jurisdiction (whether in Hong Kong or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a person to exercise powers with respect to his property or affairs; or
 - (iv) he resigns his office by notice in writing to the Club; or
 - (v) he ceases to be a Full Member for any reason.
- (B) The Club may by ordinary resolution, of which special notice has been given in accordance with Section 578 of the Ordinance, and otherwise in accordance with the Ordinance, remove any Officer before the expiration of his period of office notwithstanding anything to the contrary in the Articles or in any agreement between the Club and such Officer, provided always that any vacancy created by the removal of such Officer may not be filled by co-option pursuant to Article 13.3 and shall be filled at the next General Meeting in accordance with the procedures set out in the Articles for the nomination and election of Officers.

ARTICLE 12

12. PATRON AND HONORARY VICE PRESIDENTS

12.1 Patron

The Committee may, at its discretion (and after first obtaining the written consent of such person), appoint a notable community or national figure to be the Patron of the Club from time to time. The Committee shall have wide discretion on the terms and duration of such appointment. The Patron shall not be an Officer.

12.2 Honorary Vice Presidents

The Committee may nominate any Member who has given valuable service to the Club in the capacity of an office bearer at a high level for election by Ordinary Resolution at any General Meeting as an Honorary Vice President of the Club. Such appointment shall be for life. An Honorary Vice President shall not be an Officer.

ARTICLE 13

13. GENERAL COMMITTEE

13.1 Constitution of the Committee

The Committee shall comprise all of the Officers, who shall be appointed as directors of the Club, in accordance with the Ordinance, upon election pursuant to Article 16.16 or co-option pursuant to Article 13.3.

13.2 Powers of the Committee

- (A) The Committee shall have power to effect and carry out any of the objects set out in Article 2.3 to manage the business and affairs of the Club, subject always to the provisions of the Ordinance and the Articles and to any directions given by Special Resolution of the Voting Members in General Meeting.

- (B) The Committee shall also be responsible for regulating the conduct of the membership of the Club, the management of the Club and the making, alteration, adding to, passing and repealing of any Bye-laws and Policy Statements.
- (C) Subject to first obtaining the authority of the Voting Members in General Meeting, the Committee may exercise all the powers of the Club to borrow money and to mortgage or charge its undertaking and property and to issue debentures and other securities, whether as primary or collateral security for any debt, liability or obligations of the Club or any other party.
- (D) No alteration of the Articles and no such direction as set out in Article 13.2(A) shall invalidate any prior act of the Committee which would have been valid if that alteration had not been made or the direction not been given. The powers granted by this Article 13.2 shall not be limited or restricted by any special power given to the Committee by any other Article.

13.3 Vacancies

- (A) In the event of an Officer resigning or ceasing to be a Full Member for any reason whatsoever at any time prior to the holding of the next Annual General Meeting, the Committee shall be entitled to co-opt another Full Member to serve in such capacity, provided that such Full Member shall meet the eligibility requirements for such nomination as such an Officer as set out in Article 11, and provided further that such Full Member shall only be entitled to act in such capacity until the next Annual General Meeting.
- (B) For the avoidance of doubt, and notwithstanding the quorum provision set out in Article 13.6, in the event that there shall be less than 10 Officers at any time during the period between Annual General Meetings, such remaining Officers shall forthwith exercise the co-option entitlement set out in Article 13.3(A) to bring their number to a minimum of 10.

13.4 Committee meetings

The Committee may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit, provided always that:

- (A) Meetings of the Committee shall be called by at least two Officers or by the Chairman or by the Committee;
- (B) At least 14 clear days' notice in writing (or such shorter period as all Officers entitled to receive notice of and to attend and vote at the meeting shall otherwise agree) shall be given by the Honorary Secretary to all Officers;
- (C) At least seven days before any Committee meeting, the Honorary Secretary shall circulate a written agenda of the matters to be discussed at such meeting; and
- (D) The Committee shall be entitled to invite Members or professional advisers to attend meetings of the Committee for such purposes as the Committee shall deem fit, but such Members and/or professional advisers shall not be entitled to vote.

13.5 Chairman of Committee meetings

The Chairman shall be the chairman of the Committee meetings, save that if the Chairman is not present within five minutes after the time appointed for the meeting, the Officers present shall choose one of their number to be chairman of the meeting. The Committee shall appoint such person as it sees fit to act as secretary of the meetings of the Committee.

13.6 Quorum

(A) A minimum of nine Officers shall form the quorum for meetings of the Committee.

(B) A Committee meeting at which a quorum is present and continues to be present until the conclusion of the meeting shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Committee generally.

13.7 Voting

Questions arising at any meeting of the Committee shall be decided by a majority of votes cast. In case of an equality of votes the Chairman (or the chairman of the meeting if different) shall have a second or casting vote.

13.8 Resolution in writing

A resolution in writing signed by all the Officers entitled to receive notice of and to attend and vote at Committee meetings shall be as valid and effective for all purposes as if it had been passed at a Committee meeting duly convened, held and constituted and may consist of several documents (including a facsimile or other electronic transmission) in the like form, each signed or acknowledged by one or more Officers.

13.9 Conflicts of interest

An Officer who is in any way, either directly or indirectly, interested in any transaction, arrangement or contract (being a contract of significance in relation to the operations of the Club) with the Club shall declare the nature of his interest at a Committee meeting in accordance with Section 536 of the Ordinance. An Officer shall not vote in respect of any such transaction, arrangement or contract in which he is so interested, and if he shall vote his vote shall not be counted, nor shall he be counted in the quorum present at the meeting during the period in which the relevant item of business is being discussed. A reference in this Article to a transaction, arrangement or contract includes a proposed transaction, arrangement or contract.

13.10 Validity of acts

All acts carried out in good faith by any meeting of the Committee or of a sub-committee appointed by the Committee (in accordance with Article 14), or by any Officer acting with the authority of the Committee, shall, notwithstanding that there was some defect in the appointment of any such Committee, sub-committee or Officer acting as aforesaid be as valid as if such Committee, sub-committee or Officer had been duly appointed and authorised.

13.11 Attendance at Committee meetings

Each Officer (other than the President and Vice Presidents) shall be expected to attend in person no fewer than one in every two Committee meetings and, if he shall without reasonable excuse fail to do so, the Committee may remove such Officer from his office.

ARTICLE 14

14. SUB-COMMITTEES

14.1 Constitution of sub-committees

The Committee may from time to time appoint sub-committees consisting of at least two Full Members, one of whom (unless otherwise specifically stated in the Articles) shall be an Officer, and such other Members or non-members as it shall think fit, provided always that at least 66.6% of the persons constituting any such sub-committee shall be Members.

14.2 Powers of sub-committees

- (A) The Committee may delegate such powers and authority to a sub-committee as it shall resolve and, at any time, revoke any such powers and authority and discharge any such sub-committee wholly or in part.
- (B) A sub-committee shall, in exercise of the powers so delegated, conform with the rules and directions given by the Committee from time to time.

14.3 Proceedings

The manner of meetings, proceedings and resolutions of any sub-committee, including matters of conflict of interest, shall be as determined by the Committee or, in the absence of such determination, shall be governed by the provisions of the Articles regulating the proceedings of the Committee so far as they are capable of applying.

14.4 Ex-officio member

The Honorary Secretary shall be an ex-officio member of all sub-committee meetings.

14.5 Standing Sub-committees

The Committee shall appoint Standing Sub-committees, each of which shall be chaired by an Officer, with policy directives and terms of reference as set out in the Policy Statements, in respect of at least the following:

- (A) Policy.
- (B) Constitutional Affairs.
- (C) Finance.
- (D) Membership.
- (E) Sports and Recreation.
- (F) Discipline.
- (G) Development.

ARTICLE 15

15. INDEMNITY

Subject to the provisions of the Ordinance, every Officer and every member of any Standing Sub-committee or other sub-committee for the time being of the Club, every member of a Disciplinary Panel or Review Committee and every member of any Section Committee, Designated Sports Association Committee or Society Committee shall be indemnified out of the assets of the Club against all costs, losses, expenses and liabilities incurred by him in proper or reasonable discharge of his duties in defending any

proceedings, whether criminal or civil, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of trust or breach of duty in relation to the affairs of the Club, provided that none of the assets of the Club shall be applied either directly or indirectly in payment of the whole or part of any fine or penalty imposed upon any person by sentence or order of the Court.

ARTICLE 16

16. GENERAL MEETINGS AND VOTING

16.1. General Meetings

- (A) The Club shall hold a General Meeting each year which shall be the Annual General Meeting and shall be designated as such in the notice calling such meeting.
- (B) The Committee may, whenever it deems it necessary or advisable to do so, convene a General Meeting in addition to the Annual General Meeting and shall convene such a General Meeting if requisitioned in accordance with Section 566 of the Ordinance. If the Officers are required to call a general meeting under section 566 of the Ordinance, they must call it in accordance with section 567 of the Ordinance. If they do not call a general meeting in accordance with section 567 of the Ordinance, the Members of the Club who requested the meeting, or any of them representing more than one half of the total voting rights of all of them may themselves call a general meeting in accordance with section 568 of the Ordinance.

16.2. Who may attend General Meetings

The following may attend and speak at a General Meeting:

- (A) Any Member in good standing;
- (B) Any Partner, Spouse or Child of 16 years of age and over (of a Member in good standing);
- (C) Any Absent Member (or Partner or or Spouse of such Absent Member) who is permitted to use the Club Premises pursuant to Article 3.13(E);
- (D) A Corporate Representative (of a Corporate Member in good standing);
- (E) Any professional advisor of the Club approved by the Committee; and
- (F) Any employee of the Club with the prior approval of the Committee.

16.3. Who may vote at General Meetings

- (A) Subject to the postal voting rights in respect of the election of Officers at Annual General Meetings set out in Article 16.8, only Voting Members in good standing, Proxy Holders representing one or more Full Members in good standing and Corporate Representatives of Corporate Members in good standing, present in person, may vote at a General Meeting.

(B) At a General Meeting:

- (i) a Full Member shall have one vote on a show of hands or in the event of a poll or on a ballot;
- (ii) a Proxy Holder representing one or more Full Members shall have one vote on a show of hands and one vote for each proxy held on behalf of a Full Member in good standing in the event of a poll or on a ballot; and
- (iii) a Corporate Representative shall have one vote on a show of hands and one vote for each Corporate Subscription designated on the instrument to appoint that Corporate Representative in the event of a poll or on a ballot.

16.4. Annual General Meetings

- (A) Subject to sections 611, 612 and 613 of the Ordinance, the Club must, in respect of each financial year of the Club, hold a general meeting as its Annual General Meeting in accordance with section 610 of the Ordinance. The Annual General Meeting shall be held at such time (within a period of not more than fifteen months after the holding of the preceding Annual General Meeting) and place as may be determined by the Committee.
- (B) At such meeting:
 - (i) the audited income and expenditure account and balance sheet and the report of the Committee and other documents required to be annexed thereto shall be received, considered and, if approved, adopted;
 - (ii) the auditors of the Club shall be elected or re-elected for the ensuing year;
 - (iii) the remuneration of the auditors of the Club shall be fixed, or a method determined for fixing such remuneration; and
 - (iv) there shall be an election of Officers.
- (C) All other business transacted shall be deemed special business, including any matter relating to the constitution, management or affairs of the Club, and no resolution shall be put or business transacted in respect of such special business unless the notice convening the meeting has indicated the general nature of that business or any resolution to be considered at the meeting. Any matter the nature of which is not so indicated on the notice convening the meeting may be discussed, only, under the agenda item: 'Any Other Business'.

16.5 General Meetings (other than AGMs)

All business transacted at General Meetings (other than an AGM) shall be deemed special business. The notice convening a General Meeting shall specify the object or objects for which the meeting is called and to which the discussion must be strictly confined.

16.6 Notice of General Meeting

- (A) The Annual General Meeting shall be called by not less than 21 clear days' notice. Other General Meetings shall be called by not less than 14 clear days' notice.
- (B) Notice of a General Meeting shall be in writing and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business or any resolution to be considered at the meeting.
- (C) Notice of a General Meeting shall be published on the Club's website and addressed to all Voting Members and shall be served, or deemed to be served, if sent by email or pre-paid mail to the Hong Kong address of each Voting Member as registered with the Club and by posting such notice on the Club Noticeboard. In every case such notice shall be deemed to have been duly served on the day following such mailing or posting on the Club Noticeboard.
- (D) There shall appear on the Club's website and on every such notice, with reasonable prominence, a statement that a Full Member entitled to attend and vote is entitled to appoint a Proxy Holder to attend and vote instead of him and that a Proxy Holder must be a Member, and that a Corporate Member entitled to vote is entitled to appoint a Corporate Representative to attend and vote in respect of all the Corporate Subscriptions held by such Corporate Member.
- (E) Notice of a General Meeting shall be accompanied by an instrument to appoint a proxy (for Full Members) or an instrument to appoint a Corporate Representative (for Corporate Members)
- (F) Notice of an Annual General Meeting shall be accompanied by a ballot paper (or, in the case of a Corporate Member, a ballot paper for the number of Corporate Subscriptions held) for the election of Officers.
- (G) Notices of a General Meeting, instruments to appoint a proxy, instruments to appoint a Corporate Representative, notices of revocation, ballot papers and voting papers shall be in such forms as shall be prescribed or accepted by the Committee and shall conform with the requirements in the Articles, provided that, notwithstanding anything herein, instruments to appoint a proxy shall at all times conform to the requirements in that respect of the Ordinance.
- (H) For a period of at least 21 days prior to an AGM and 14 days prior to a general meeting, including the date of the meeting, a copy of the notice convening the meeting with the agenda, complete proposals, the documents to be presented at the general meeting, as well as forms to be used for voting by proxy or by correspondence will be available on the Club's website.
- (I) The accidental omission to give notice of a General Meeting (or omission of any instrument to appoint a proxy, any instrument to appoint a Corporate Representative or any ballot paper) to, or the non-receipt thereof by, any Voting Member shall not invalidate the proceedings at such General Meeting.

16.7 Instruments to appoint a proxy or a Corporate Representative

- (A) A Full Member wishing to vote by proxy shall return a completed instrument to appoint a proxy, and a Corporate Member wishing to appoint a Corporate Representative to vote on its behalf shall return a completed instrument to appoint a Corporate Representative, to the scrutineers appointed by the Committee, to be received by them by mail, email, personal delivery or facsimile transmission not later than 48 hours before the time for holding the General Meeting to which such instrument to appoint a proxy or instrument to appoint a Corporate Representative relates.
- (B) Instruments to appoint a proxy and instruments to appoint a Corporate Representative shall be in writing, executed by or on behalf of the Voting Member, but shall allow the Voting Member to indicate the manner in which the Proxy Holder or Corporate Representative shall be directed to vote on any resolution.
- (C) If a Voting Member fails to indicate, in respect of any item or items, the manner in which the Proxy Holder or Corporate Representative shall be directed to vote, then the instrument to appoint a proxy or instrument to appoint a Corporate Representative shall not be deemed to be incorrectly completed, and the Proxy Holder or Corporate Representative, as the case may be, may vote in any manner he sees fit in respect of such item or items.
- (D) In respect of the election of Officers at an Annual General Meeting, the instrument to appoint a proxy and the instrument to appoint a Corporate Representative shall also set out the offices to be filled (in the order set out in Article 11.1) and set out the names of the candidates for election to each such office in alphabetical order of family names, bear a statement as to the number of vacancies to be filled (where appropriate) and make provision for the Voting Member to indicate the manner in which the Proxy Holder or Corporate Representative shall be directed to vote in respect of such candidates. A completed instrument to appoint a proxy or instrument to appoint a Corporate Representative must not indicate more names than there are vacancies to be filled for the relevant office or it will be invalid.
- (E) A Proxy Holder must be a Member in good standing. A Corporate Representative may be any individual person.
- (F) An instrument to appoint a proxy or an instrument to appoint a Corporate Representative may be revoked by forwarding to the scrutineers a written notice of revocation, executed by or on behalf of the Voting Member, to be received by them by mail, email, personal delivery or facsimile transmission not later than 48 hours before the time for holding the meeting to which such instrument to appoint a proxy or instrument to appoint a Corporate Representative relates.

16.8 Ballot papers for postal voting

- (A) A Voting Member wishing to vote in the election of Officers at an Annual General Meeting by postal ballot shall return a completed ballot paper to the scrutineers to be received by them by mail, email, personal delivery or facsimile transmission not later than 72 hours before the time for holding the Annual General Meeting to which such ballot paper relates.

- (B) Ballot papers shall be in writing, executed by or on behalf of the Voting Member, shall set out the offices to be filled (in the order set out in Article 11.1) and set out the names of the candidates for election to each such office in alphabetical order of family names, bear a statement as to the number of vacancies to be filled (where appropriate) and make provision for the Voting Member to indicate the manner in which he votes in respect of such candidates. A completed ballot paper must not indicate more names than there are vacancies to be filled for the relevant office or it will be invalid.
- (C) Full Members shall have one vote each in respect of a ballot paper for postal voting and Corporate Members shall have one vote for each Corporate Subscription held in respect of a ballot paper for postal voting.
- (D) For the avoidance of doubt, ballot papers for postal voting may not be used in relation to any matter other than the election of Officers.

16.9 Validity

- (A) A statement by the scrutineers to the effect that a duly completed instrument to appoint a proxy, instrument to appoint a Corporate Representative (or notice of revocation) or ballot paper for postal voting has been received by the scrutineers in good time shall be conclusive evidence of such receipt and which shall be deemed to be receipt by the Club.
- (B) If an instrument to appoint a proxy, instrument to appoint a Corporate Representative (or notice of revocation) or ballot paper for postal voting is not correctly completed or is not received by the scrutineers within the applicable time limit, it shall be invalid.
- (C) Where both a duly completed ballot paper for postal voting and a duly completed instrument to appoint a proxy, or instrument to appoint a Corporate Representative are received by the scrutineers from a Voting Member within the applicable time limits, the document received later in time shall supersede any earlier document (which earlier document shall then be invalid).
- (D) Notwithstanding that a duly completed instrument to appoint a proxy or ballot paper for postal voting has been duly received by the scrutineers, a Full Member may attend a General Meeting and vote, in which case such instrument to appoint a proxy or ballot paper for postal voting shall then be invalid.

16.10 Proceedings at General Meetings

No business shall be transacted at any General Meeting save the election of a chairman of the meeting unless a quorum is present at the time when the meeting proceeds to business and continues to be present until the conclusion of the meeting.

16.11 Chairman of General Meetings

- (A) The President (who is for the time being incumbent immediately before the holding of such General Meeting) or in his absence (and on the same basis) a Vice President, or in the absence of any Vice President (and on the same basis) the Chairman, shall preside as chairman at a General Meeting.

- (B) If at any General Meeting, none of the aforesaid Officers are present within five minutes after the time appointed for holding the meeting, or if none of them is willing to act as chairman, those Officers present (for the time being incumbent immediately before the holding of such General Meeting) shall choose one of their number to so act, or if one such Officer only is present, he shall preside as chairman if willing to do so. If no such Officer is present, or each of such Officers present declines to take the chair, the persons present and entitled to vote on a poll shall elect one of their number to be the chairman of the meeting.

16.12 Quorum for General Meetings

- (A) Save as otherwise provided in the Articles, 30 Voting Members present in person or by their Corporate Representative shall be a quorum for a General Meeting.
- (B) If, within half an hour from the time appointed for holding the meeting, a quorum is not present, or if during a meeting such a quorum ceases to be present:
 - (i) the meeting, if convened upon the requisition of Voting Members, shall be dissolved;
 - (ii) in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day, time and place as the chairman of the meeting may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present in person or by their Proxy Holder or Corporate Representative shall be a quorum.

16.13 Adjournment of General Meetings

- (A) The chairman of any General Meeting at which a quorum is present, with the consent of the General Meeting, may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place without necessarily specifying a date for the resumption of the General Meeting.
- (B) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place unless due notice is given.
- (C) When a General Meeting is adjourned for 30 days or more, or without specifying a date for the resumption of the meeting, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of adjourned meeting or the business to be transacted.
- (D) Where a meeting is adjourned without specifying a date for the resumption of the meeting, the time and place for the adjourned meeting shall be fixed by the Committee.

16.14 Voting procedures

- (A) At any General Meeting, with the exception of the election of Officers at an Annual General Meeting, a resolution put to the vote of the General Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (i) by the chairman of the meeting; or
 - (ii) by at least two Voting Members having the right to vote at the meeting present in person or by their Corporate Representatives; or
 - (iii) by any voting Member or voting Members present in person or by proxy representing at least 5% of the total voting rights of all the Members having the right to vote at the meeting.
- (B) Unless a poll is demanded a declaration by the chairman of the meeting that a resolution has been carried or not carried, or carried or not carried by a particular majority, and an entry to that effect in the minute book of the Club shall be conclusive evidence of the decision in favour of or against such resolution without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- (C) In the case of an equality of votes at any General Meeting, whether upon a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
- (D) No objection shall be made to the validity of any vote except at a meeting, poll or ballot at which such vote shall be tendered, and every vote whether given personally, by a Proxy Holder, by a Corporate Representative or by ballot paper for postal voting which is not disallowed at such meeting, poll or ballot shall be deemed valid for all purposes whatsoever of such meeting, poll or ballot. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

16.15 Poll

- (A) A Proxy Holder, unless he is himself a Full Member, shall have no right to demand a poll.
- (B) If a poll is demanded upon the election of a chairman of the meeting or upon a question of adjournment, it shall be taken forthwith.
- (C) If a poll is demanded upon any other matter, it shall be taken forthwith or at such time as the chairman of the meeting may direct and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (D) If a poll is demanded, it shall be taken in the following manner:
- (i) each Full Member present in person shall be given a blank voting paper.
 - (ii) each Proxy Holder shall be given a voting paper in respect of each Full Member by whom he has been appointed, marked where appropriate in each case in accordance with any direction of the Full Member by whom he has been appointed.
 - (iii) each Corporate Representative shall be given a voting paper in respect of the total number of Corporate Subscriptions held by the Corporate Member by which he has been appointed, marked where appropriate in accordance with any direction of such Corporate Member.

- (iv) each voting paper given to a Proxy Holder or Corporate Representative shall have attached to it a copy of the relevant instrument to appoint a proxy or instrument to appoint a Corporate Representative, as the case may be.
 - (v) voting papers shall be completed (if necessary) in the manner set forth on the voting paper, signed and handed to the scrutineers who shall collect, count and check the voting papers and prepare as soon as possible the result of the poll and hand the same to the chairman of the meeting who shall announce the result.
- (E) Any business, other than that upon which a poll has been demanded, may be proceeded with pending the taking of the poll.

16.16 Election of Officers

- (A) Officers shall be elected at each Annual General Meeting. However, in the event that the Committee shall decide that it is necessary or desirable to hold an election of Officers (or an Officer) other than at an Annual General Meeting, the Committee may do so and the provisions of the Articles applicable to the election of Officers at Annual General Meetings shall apply with equal effect to an appropriate General Meeting called for such purposes.
- (B) The election of Officers shall be by way of ballot which shall be conducted in the same manner as a poll taken in accordance with the provisions of Article 16.15 (D), together with the following additional provisions:
 - (i) voting papers shall set out the offices to be filled (in the order set out in Article 11.1) and set out the names of the candidates for election to each such office in alphabetical order of family names, bear a statement as to the number of vacancies to be filled (where appropriate) and make provision for the Full Member, Proxy Holder or Corporate Representative to indicate the manner in which he votes in respect of such candidates.
 - (ii) a completed voting paper must not indicate more names than there are vacancies to be filled for the relevant office or it will be invalid.
 - (iii) all duly completed ballot papers received by the scrutineers pursuant to the provisions of Article 16.8 shall be included in the ballot for election of Officers.
 - (iv) if the number of candidates for election to an office does not exceed the number of vacancies to be filled, then that candidate or those candidates will be successful if the total number of votes for exceeds the total number of votes against that candidate or those candidates. If the number of candidates for election to an office exceeds the number of vacancies to be filled, those with the most votes for them shall be successful. In the case of an equality of votes, the chairman of the meeting shall determine the successful candidate or candidates.

- (v) the scrutineers shall calculate the total numbers of votes cast in respect of each candidate and hand the same to the Chairman of the meeting who shall announce the names of the successful candidates.
- (C) Any other business may be proceeded with pending the result of the ballot.
- (D) The candidates so elected shall hold office with effect from the conclusion of the Annual General Meeting.
- (E) If any office shall not be filled by the election of Officers at an Annual General Meeting, no other nominations may be accepted for consideration at such Annual General Meeting and any such vacancy shall be treated as a casual vacancy and the Committee shall have power to co-opt a Full Member to fill such vacancy in accordance with Article 13.3.
- (F) The decisions of the chairman of the meeting on all matters in this Article 16.16 shall be final and conclusive.

16.17. Resolutions binding

All resolutions duly passed and confirmed at any General Meeting shall be binding on all Members.

16.18. Validity of prior acts

No resolution of the Club in General Meeting shall invalidate any prior act of the Committee which would have been valid if such resolution had not been passed.

16.19. Reintroduction of special business

Any matter proposed at any General Meeting as special business and not passed by way of an Ordinary or Special Resolution (as applicable) may not be proposed at any other General Meeting during the period of three months (in respect of matters proposed by the Committee) and six months (in respect of matters proposed by Voting Members) following the date of the original General Meeting.

ARTICLE 17

17. MINUTES

17.1. Minutes to be kept

The Officers shall cause minutes to be kept of:

- (A) all appointments of Officers; and
- (B) all resolutions and proceedings at General Meetings and meetings of the Committee, Standing Sub-committees, any other sub-committees and meetings of Section Committees, Designated Sports Association Committees and Society Committees (including the names of the Officers present at such meetings).

17.2. Attendance by Officers

Every Officer present at any meeting of the Committee or a Standing Sub-committee or any other sub-committee shall sign his name in a record to be kept for that purpose.

ARTICLE 18

18. EXECUTION OF DOCUMENTS

18.1. Documents requiring the Seal

- (A) The Committee shall provide for the safe custody of the Seal which shall only be used with the authority of the Committee.
- (B) The Committee may from time to time prescribe regulations regarding the custody, use and affixing of the Seal.
- (C) Unless otherwise prescribed, all documents requiring the Seal to be affixed thereto shall be signed by two Officers.

18.2. Signing of other documents

- (A) All other documents, contracts and instruments not requiring the Seal to be affixed thereto, and all receipts for moneys paid to the Club, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Committee shall from time to time by resolution determine, provided always (but subject to Article 18.2 (B) that all such instruments and receipts shall be signed by two Officers;
- (B) Notwithstanding Article 18.2(A), cheques and receipts for not more than HK\$50,000 may be signed by a Manager.

ARTICLE 19

19. ACCOUNTS AND AUDITORS

19.1. Accounts

- (A) The Committee shall cause proper books of account to be kept of the monies received and expended by the Club and of the assets and liabilities of the Club.
- (B) Proper books shall not be deemed to be kept if such books of account are not kept as are necessary to give a true and fair view of the state of the Club's affairs and to explain its transactions.
- (C) The books of account shall be kept at the registered office of the Club, or, subject to Section 374 of the Ordinance, at such other place or places as the Officers think fit, and shall always be open to inspection by the Officers.
- (D) The Committee shall from time to time in accordance with the provisions of the Ordinance determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Club or any of them shall be open to inspection by the members of the Club other than the Officers, and no person (not being an Officer) shall have any right to inspect any account or book or document of the Club except as conferred by statute or authorised by the Committee or by the Club in General Meeting.

- (E) The Committee shall from time to time, in accordance with the provisions of the Ordinance, cause to be prepared and to be laid before the Club in General Meeting such income and expenditure accounts, balance sheets and reports as are required by the Ordinance to be laid before such meeting.
- (F) A copy of every income and expenditure account, balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Club in Annual General Meeting, together with a copy of the Committee's report and a copy of the auditor's report, shall, not less than 21 clear days before such annual general meeting, be sent to every Voting Member and to all other persons other than Voting Members entitled to receive notice of General Meetings.

19.2. Auditors

- (A) At each Annual General Meeting the Club shall appoint an auditor or auditors to hold office from the conclusion of that meeting until the next Annual General Meeting.
- (B) In the event of any casual vacancy in the office of auditor either the Committee or the Club in General Meeting may make an appointment to fill such vacancy to hold office until the next Annual General Meeting.
- (C) Notwithstanding any agreement between the Club and any auditor appointed pursuant to the Articles, the Club may, in General Meeting, resolve to remove an auditor before the expiry of his term of office.
- (D) All other matters concerning the appointment, removal and duties of auditors shall be regulated in accordance with the provisions of the Ordinance relating thereto.

ARTICLE 20

20. BYE-LAWS AND POLICY STATEMENTS

20.1. Power of Committee to make Bye-Laws

The Committee may, from time to time, make, alter, add to, pass and repeal such Bye-laws as it may in its discretion consider necessary, expedient or convenient for regulating the conduct and management of the Club and the conduct of all persons using the Club Premises and the facilities of the Club, either generally or specifically.

20.2. Power of Committee to make Policy Statements

The Committee may, from time to time, make, alter, add to, pass and repeal such Policy Statements as it may in its discretion consider necessary, expedient or convenient to provide guidelines in respect of aspects of the administration and governance of the Club, the interpretation of the Articles, any methods, procedures, privileges and obligations in respect of membership (and other matters) and guidelines for the exercise of discretions granted to the Committee in the Articles and the Bye-laws.

20.3. Interpretation

Any questions as to the interpretation of the Bye-laws or Policy Statements shall be decided by the Committee whose decision on any point shall be final and binding on all persons affected thereby

20.4. Promulgation

The Committee shall adopt such means as it deems appropriate to bring all Bye-laws and Policy Statements and all alterations and additions thereto and repeals thereof to the notice of the membership and other persons admitted to use of the Club Premises. Copies of the Bye-laws and Policy Statements shall be kept by the Club and shall be open to inspection by the membership and all such other persons.

20.5. Effective date

Any alteration, addition to or repeal of any Bye-law or Policy Statement, shall come into force with immediate effect or such later date as the Committee may decide.

20.6. Binding effect

All Bye-laws and Policy Statements, so long as they are in force, are binding on all Voting Members, Associate Members, Honorary Members, Nominees, Temporary Members, Guests and their Family members and any servants of Members gaining access to the Club as appropriate.

20.7. No inconsistency with Articles, etc

No Bye-laws or Policy Statements shall be inconsistent with or shall have the effect of altering or repealing anything contained in the Articles or be in breach of any statutory provision which, in the event of any conflict, shall in each instance prevail over such Bye-laws or Policy Statements.

20.8. Setting aside

Any Bye-laws or Policy Statements may be set aside by an Ordinary Resolution at a General Meeting.

ARTICLE 21

21. NOTICES

21.1. Form of notices

Any notice to be given to any person pursuant to the Articles shall be in writing (except that a notice calling a meeting of the Committee need not be in writing).

21.2. Service of notices, etc

(A) The Club may give notice to any Voting Member, Associate Member, Honorary Member, Nominee, Temporary Member or other persons entitled to such notice under the Articles either:

- (i) personally by leaving it at the relevant address registered with the Club;
or
- (ii) by post in a pre-paid envelope addressed to the relevant address registered with the Club; by facsimile transmission; or
- (iii) by electronic transmission.

addressed to such Voting Member, Associate Member, Honorary Member, Nominee, Temporary Member or other person as aforesaid.

(B) Notices sent:

- (i) by hand shall be deemed to have been served at the time of delivery; or
- (ii) by post shall be deemed to have been served on the day following that on which they were posted in Hong Kong (and in proving such service it shall be sufficient to prove that the notice was properly addressed and put in the post); or
- (iii) by facsimile transmission shall be deemed to have been served on transmission of the communication to the relevant fax number and the receipt by the transmitting fax machine of the correct answer- back code showing that the fax message has been properly received by the fax machine to which it was transmitted.
- (iv) by other electronic transmission shall be deemed to have been served on transmission of the communication and confirmation that such communication has been received (or not been rejected) by such means as is appropriate to the form of electronic transmission concerned.

(C) A notice posted on the Club Notice Board shall be deemed to have been duly served or have effect on the day following such posting on the Club Notice Board.

(D) For the avoidance of doubt, all letters or notices sent by post or other approved means to the last known address registered with the Club of the Voting Member, Associate Member, Honorary Member, Nominee, Temporary Member or other person entitled to the letters or notices shall be deemed to be duly received by the addressee.

21.3. Obligation to notify address, etc.

Each Voting Member, Associate Member, Honorary Member, Nominee, Temporary Member or other person entitled to notice under the Articles shall, from time to time, notify the Club in writing of his or its current correspondence address, email address and other contact details, which shall be registered with the Club, and any changes thereto.

Hong Kong Football Club

Bye-laws

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1. INTRODUCTION, DEFINITIONS AND INTERPRETATION

1. These Bye-laws are issued under the powers conferred upon the Committee by Article 19 and may be altered, amended, or deleted at the discretion of the Committee, subject to the overriding power of the Voting Members to set aside any Bye-law pursuant to a Special Resolution at a General Meeting of the Club.
2. A printed (or electronically formatted) copy of these Bye-laws, in English and Chinese, together with a copy of the Memorandum and Articles shall be issued or made available to each Member and Corporate Member and shall be binding upon them.
3. Terms and expressions used in these Bye-laws shall bear the same definitions, and be subject to the same interpretations, as set out in the Articles of Association of Hong Kong Football Club, unless:
 - (a) they are not used in the Articles of Association, or
 - (b) they are otherwise defined in these Bye-laws, or
 - (c) the subject or context is inconsistent with that definition or interpretation.
4. For the purposes of these Bye-laws:

“Associate Member” means an individual who is a member of a category of Associate membership approved by the Committee from time to time and set out in Appendix I.

“Astro Pitch” means the artificial surface pitch in the infield used principally for Hockey.

“Coffee Shop” includes any adjacent outdoor Patio area designated as such.

“Committee Member” means a member of the General Committee comprising the Officers.

“Family Lounge” is the bar area immediately adjacent to the Ten Pin Bowling Complex.

“Greens” means the Indoor and Outdoor Lawn Bowls greens.

“Main Pitch” means the pitch in the infield used principally for Rugby and Soccer.

“Management” means the General Manager or any other senior manager(s).

“Member” means any Full Member, Nominee, Associate Member, Temporary Member or Honorary Member, but excludes a Corporate Member. However, in all matters relating to Guests, “Member” excludes any Junior Associate under 16 years of age, and any Temporary Member, but includes any Absent Member temporarily visiting the Club.

“Pitches” means the Main Pitch, the Astro Pitch and the Training Triangle.

“Temporary Registered Player” means a person holding a Temporary Registered Player Card.

“Restaurant” includes any area temporarily designated as the Restaurant.

“Secondary Carer” means a temporary guardian for Children attending the Club without a Member or that Member’s Spouse pursuant to Secondary Carers Bye-law 3 and includes a domestic helper, amah, nanny, au pair, chauffeur or other personal servant of such Member.

“Social Media Platform” means any medium whereby content (including, but not limited to images, videos, messages and sound files) is broadcast to, or capable of being broadcast to, the general public or a significant section of the general public. For the sake of clarity, and by way of example, Social Media Platforms include (but are not limited to) Youtube, Facebook, Twitter and also any “blog” or other type of web journal.

“Sportsman’s Bar” excludes the surrounding Verandah and Patio.

“Staff” means the staff of the Club (and may, where appropriate, include Management and any independent contractor engaged in the provision or supervision of Club activities).

“Stands” means the tiered seating and viewing areas beside the Pitches.

“Training Triangle” means the Fieldturf area in the infield.

5. In these Bye-laws, references to a “fine”, a “fee” or a “penalty” shall mean (unless otherwise stated) such amount or other sanction as shall be determined by the Committee from time to time.
6. All Bye-laws are numbered and appear in separate sections. Preambles thereto and any sub-headings shall not form part of the Bye-laws, but shall be relevant to the interpretation thereof.
7. In these Bye-laws, references to “the Bye-laws” are references to the Bye-laws (as amended from time to time) as a whole (including the Appendices hereto), whereas any reference to a numbered Bye-law means the Bye-law within that section of these Bye-laws (unless another section of these Bye-laws is indicated). References to an “Article” are to that Article in the Articles of Association (as amended from time to time).
8. In the event of any inconsistency between the English and Chinese versions of these Bye-laws, the English version shall prevail.
9. With the exception of the Definitions in Paragraph 4. above, in the event of inconsistency between these Bye-laws and the Articles, the provisions of the Articles shall prevail.
10. The interpretation of these Bye-laws shall be determined by the Committee, whose decision shall be final.

2. OPERATIONAL MATTERS

1. The operating hours of the Club and its Food and Beverage outlets will be determined by the Committee and these times will be displayed on the Club Notice Board and published from time to time. The Committee and/or Management have the authority to vary these hours at their discretion.
2. All facilities and amenities of the Club shall be under the control of Management which shall carry out such functions as are permitted under the Articles, the Bye-laws and Policy Statements or otherwise endorsed by the Committee.
3. The Committee, or Management in liaison with the Committee, may at its discretion close any facility of the Club at any time and make it available to be booked for any purpose.
4. Upon the hoisting of Typhoon Signal No. 8 the Club Premises shall be cleared within 30 minutes of the raising of such Signal. If such Signal is lowered between 5:00 a.m. and 5:00 p.m., such facilities of the Club as Management shall decide will be reopened that day within two hours of such Signal being lowered. If such Signal is lowered between 5:00 p.m. and 5:00 a.m. the Club will reopen at 7:00 a.m.. Upon the issuance of a Black Rainstorm Warning, the Club, or some of its facilities, may be closed. If following the lowering of a Typhoon 8 Signal or Black Rainstorm warning the Extreme Conditions Signal is announced the Club will reopen that day within two hours of the Extreme Conditions Signal being cancelled. If the Extreme Conditions Signal is lowered after 5:00 p.m. the Club will reopen at 7:00 a.m..
5. No Member, Family member or Guest thereof shall visit any “back of house” areas within the Club without the prior permission of Management except where such access is required for the evacuation of persons during emergency situations. “Back of house” areas will normally be indicated by “Staff Only” signage but will include, among other places, all food preparation areas, bar serving and storage areas, goods reception areas, all storage rooms, the service lift, Staff quarters and the Staff restaurant.
6. Membership Cards (including Dependant Cards, Temporary Member Cards and Temporary Registered Player Cards) issued to all Members, Family members and others (and the rights pertaining thereto) are non-transferable and must be carried at all times whilst on the Club Premises and must be produced upon request by any member of Management, Staff or the Committee. Membership Cards are also required to be given to relevant Staff in the Food and Beverage Outlets (or the Club Shop or Kiosk) in order to make a transaction through the Club’s Point of Sale System.
7. Each Member will be given an Account Number. Unless Management gives prior written consent, only that person and their Spouse and such of their

Children who have Dependant Cards will be allowed to sign on that account. The primary responsibility for the settling of a Member's account will rest with that Member and unless Management (in its sole discretion) gives prior written consent, any direct debit authorisation or cheque payment made in respect of a Member's account must be from a Hong Kong dollar bank account in Hong Kong in either the name of that Member or the joint name of that Member and their Spouse.

8. The Club will accept no responsibility whatsoever for any injury, loss or damage sustained by Members, Family members, Guests or other persons whilst they or their property are on Club Premises.
9. If any Member, Family member or Guest thereof breaks or otherwise damages Club property, the Member concerned shall be liable to reimburse the Club for the cost of replacement or repair.
10. Members, Family members or Guests who wish to complain about any matter relating to the Club, or make suggestions for improvements to the Club of any kind, may do so in writing. Letters must be signed, and must be addressed to the General Manager in respect of Club operations, or to the Honorary Secretary in respect of all other matters. Signed suggestions, using the form available at Reception, shall be placed in the Suggestion Box provided.
11. Debit Cards will only be available to overseas Reciprocal Club members, Section representatives (authorised by the Section concerned) and organisers of special events and functions as approved by the Committee. Debit Cards will not be available to Guests. Guests may, however, use Credit Cards, in the presence of their host, in the Restaurant or the Club Shop on such terms as shall be determined from time to time by the Committee.

3. GENERAL

3.1 CONDUCT

All private members' clubs expect a certain standard of behaviour from their members and guests.

Our Club is no different, except perhaps that, as a sports club with traditional post-match celebrations, etc being very much a part of the fabric, there is to an extent a tolerance of boisterous behaviour and language in certain situations and venues.

This exception, largely applicable to sports venues and the Sportsman's Bar, is not, however, without limits – *misconduct* may still occur and be subject to sanctions.

The same tolerance is not at all appropriate elsewhere in our Club, especially the Chairman's Bar, the Restaurant and the Lounge, where a high degree of propriety is expected, as well as the Captain's Bar, Coffee Shop, specific facilities and other areas in general.

It is each Member's responsibility to ensure that reasonable standards are observed, whether reflected by sobriety, attitude, language or other aspects of decorum, as appropriate for a particular venue or occasion. Raucous behaviour which may be acceptable in the Sportsman's Bar will almost certainly not be acceptable in the Chairman's Bar or the Restaurant. On the other hand, similar behaviour may not cause offence where, for example, the Restaurant or a Function Room has been taken over for a particular event.

The watchwords are *reasonableness*, *consideration* and *respect for others*, at all times. Acknowledging the diversity within our Club in terms of sex, age, ethnic and cultural differences, a suitable level of decorum and etiquette should always be governed by consideration for other Members, their Guests and Staff.

Members and their Guests are not permitted, for whatever reasons, to reprimand Staff. Members are also reminded that they should behave in a proper manner towards other Members and their Guests, etc and bear in mind their duty to uphold the best interests of our Club whether on or outside Club Premises.

It is expected that at all times Members and their Guests shall behave in accordance with the normal moral and legal dictates of society.

The all-embracing principles relating to conduct are contained in Article 8.2 of the Articles. These have been substantially repeated as Bye-law 1, below, together with some specific restraints.

1. Members, Family members, Guests and any other person using the Club Premises shall not conduct themselves or behave in a manner which is, in the opinion of any Committee Member or the General Manager, improper, injurious or detrimental to the character, reputation or interests of the Club or of its Members, or in a manner which is unbecoming of a Member.

2. Members are responsible for the conduct and behaviour of Guests and Family members. In the event of a Guest or Family member committing misconduct the Member (or other Responsible Person) may be liable to face disciplinary procedures.
3. Without limiting the scope of Bye-law 1, it shall be a breach thereof if any Member, Family member, Guest or any other person using the Club Premises shall:-
 - (a) reprimand any member of Staff for alleged misconduct, or otherwise, or attempt to countermand any instruction given to Staff by Management or interfere with Staff in the execution of their duties;
 - (b) subject any member of Staff (or any Committee Member in the execution of his or her duties) to abuse;
 - (c) subject any other Member, Family member, Guest or any other person using the Club Premises to abuse; or
 - (d) publish, or cause to be published, (whether deliberately or recklessly) any statement in respect of the Club, the Committee, Management, Staff or any other body charged with any part of the administration of the affairs of the Club pursuant to the Articles, the Bye-laws or any Policy Statement (or any member thereof, past or present) which would amount to libel under the tort of defamation (whether or not an action is actually pursued in a Court of law).

For the avoidance of doubt, “abuse” shall include (but not be limited to) any form of verbal, written or physical expression, whether deliberate or reckless, which amounts to insulting, offensive, provocative, obstructive, threatening or harmful conduct.

4.
 - a) Without limiting the scope of Bye-law 1, it shall be a breach if any Member publishes or causes to be published, deliberately or recklessly, any content on any Social Media Platform that is, or has the potential to be with the passage of time, in the opinion of any Committee Member or the General Manager, improper, injurious or detrimental to the character, reputation or interests of the Club or its Members.
 - b) Any Committee Member or the General Manager may request, in writing or by email to a Member, that any content that falls within Bye-law 4(a) above be removed from any Social Media Platform. On receipt of such request, the Member shall forthwith (and in any event within 2 calendar days) remove the content from the Social Media Platform.
5. A Member, Family member or Guest may point out to any person that such person may be in breach of any Bye-law, but should go no further in the event of actual or potential confrontation. The proper channel is to report the matter to Management (or, if unavailable, a Committee Member).
6. Management (or, if unavailable, a Committee Member not directly involved) may cause to be removed from any part of the Club Premises any person who, in their opinion, is in breach of these Conduct Bye-laws.

3.2 CHILDREN

Many clubs do not allow young children on their premises. Not only is this permitted in our Club, but, upon reaching 11 years of age, children of Members may use many facilities of our Club, unaccompanied, and sign using their own Dependant Card. Privilege, however, carries responsibility.

The emphasis of these Bye-laws is upon suitable behaviour and supervision and it is not the intention to otherwise be too restrictive. Therefore Management has been given a wide discretion in the interpretation of situations and enforcement of certain of these Bye-laws.

Although we are primarily a sporting club for adults, we are also a family club, and, as our Club has grown, so have the number of facilities for children. It is necessary to strike an equitable balance between the interests of families, and their members, and other adult Members in relation to some facilities. Therefore, there are some time-restrictions applicable to various age groups.

Of course, children are always expected to conform to behavioural standards, and parents are always responsible for the conduct and safety of their children and those of their Guests. Our Club is not responsible for accidents and injuries involving children, and there are further regulations specifically applicable to the Swimming Pool Complex, the Pitches and other facilities which are designed to reduce or eliminate accidents.

1.
 - (a) Except as specifically permitted in the Bye-laws, a Child who has not reached 11 years of age must be accompanied at all times whilst on the Club Premises by a Member (other than a Junior Associate under 18 years of age), Spouse thereof, or other Family member of at least 18 years of age, an authorised coach or person authorised pursuant to and in accordance with the Secondary Carer Bye-laws.
 - (b) Upon reaching 11 years of age (and upon application by the Member concerned) a Child may be issued with a Dependant Card which will allow such Child unaccompanied use of the Club until such Child attains 26 years of age, unless otherwise restricted by these Bye-laws.
 - (c) Where the Child has reached the age of 26, the Child may continue to use a Dependent Card provided that the Child is eligible for a Normal Disability Allowance or a higher Disability Allowance under the Social Welfare Department Social Security Allowance Scheme.
2. Members and Spouses thereof are responsible for the safety and conduct of their children and the children of their Guests whilst such children are on the Club Premises and must monitor such children's behaviour and ensure that they are not acting in an unruly manner or otherwise in breach of any Bye-laws.
3. Subject to Bye-law 4, children must vacate facilities within the Club Premises in accordance with the following Schedule:

The Schedule

	Under 11 Years of Age	11 to 15 Years of Age	Over 15 Years of Age
Club Premises (generally)	10:00 p.m.	11:00 p.m.	Closure
The Restaurant	8:30 p.m. (with an adult)	8:30 p.m. (11:00 p.m. with an adult)	Closure (with an adult)
The Lounge	Not Permitted	Not Permitted	Closure (16-17 must be with an adult)
The Chairman's Bar	Not Permitted	Not Permitted	Closure (16-17 must be with an adult)
The Coffee Shop	10:00 p.m.	11:00 p.m.	Closure
Family Lounge Bar	10:00 p.m.	11:00 p.m.	Closure
The Pool Bar	Closure	Closure	Closure
The Captain's Bar	10:00 p.m.	11:00 p.m.	Closure
The Sportsman's Bar	7:00 p.m. (Weekends & Public Holidays - 8:00 p.m.)	7:00 p.m. (Weekends & Public Holidays - 8:00 p.m., or 9:30 p.m. with an adult)	Closure
Other facilities	At the times set out in Bye-laws relevant to such facilities.		

For the purposes of this Schedule, an adult must be a Member (other than a Junior Associate under 18 years of age) or Spouse thereof or other Family member of at least 18 years of age.

4. (a) Notwithstanding the Schedule in Bye-law 3, Management may permit such exceptions to those times as it shall see fit, either generally or in respect of any particular facility or on a case by case basis.
- (b) A Member, the Spouse thereof or other Family member of at least 18 years of age, authorised coach or Secondary Carer shall escort any child from the Club Premises (or the child himself or herself, if unaccompanied by such adult, shall vacate the Club Premises) upon being so requested by Management or any Committee Member if, in the opinion of such person, the conduct of such child is inappropriate.
5. (a) A person who has not reached 18 years of age will not be served and shall not consume alcoholic beverages on the Club Premises (and responsibility pursuant to Bye-law 2 shall apply in respect of any breach).

- (b) No person eligible to consume alcoholic beverages on the Club Premises shall supply or permit any alcoholic beverages to be supplied to any person on the Club Premises who has not reached 18 years of age.

3.3 DRESS CODE

It is recognised that the implementation of an effective “Dress Code” is very difficult: people, of course, tend to have different ideas as to what may be appropriate or acceptable. Whilst a good standard of dress is basically insisted upon for entry to our Club, it is acknowledged that it is impractical to strictly regulate many areas because our Club does have a diversity of facilities and a layout which tends to throw together people dressed for different activities. Bearing this in mind, the restrictions set out in these Bye-laws have been kept to a minimum.

However, The Chairman’s Bar, The Restaurant and The Lounge are areas where a superior standard of dress (and decorum) are expected, and these are the focus of the more stringent rules, compared to other Food and Beverage outlets and some other facilities.

This is not to say that “anything goes” elsewhere. Notwithstanding that ours is a sports club, Members who have been exercising and are perspiring, wearing minimal clothing, etc should show deference to other Club users. Sitting or remaining at length in the bars or congregating in foyers in such condition does not show the consideration expected for the comfort and convenience of others. Remember, clothing which becomes sweaty during exercise or sports activities will be deemed to be “soiled”. Whenever possible, do not enter lifts in such condition - use the stairs.

Please be considerate, and adopt (and ensure your Guests adopt) appropriate etiquette for the area you are in. Styles may change, but good manners are always in fashion.

Ladies are not specifically mentioned, and whilst their range of acceptable dress styles is far broader, they are expected to comply with comparable standards set out for men.

To assist Members to comply with the dress code, and so not to restrict their enjoyment of facilities, appropriate shirts for temporary use are usually available at the Chairman’s Bar and the Restaurant.

Please also note that some other Bye-laws relating to various facilities may contain specific dress codes.

General

1.
 - (a) Persons must observe an appropriate standard of dress when entering the main Clubhouse, subject only to the exception set out in Bye-law.
 - (b) Persons may enter the main Clubhouse (or the Sportsman’s Bar) in soiled sports clothing immediately after exercise outside the Club Premises or on the Pitches, but must remove studded or soiled footwear.

- (c) At all other times, persons must wear footwear when entering the Club and, with the exception of activities where no footwear is appropriate, persons must always wear footwear whilst on Club Premises.
- (d) Children of 11 years of age and over shall comply with dress requirements set out for adults in these Bye-laws. Younger children must, however, always be appropriately attired.

The Chairman's Bar

- 2. (a) The minimum standard of dress in the Chairman's Bar shall be smart casual at all times.
- (b) Full shoes, or sandals with socks (excluding flip flops, thongs and similar casual footwear), are required for men at all times.
- (c) Appropriate shorts for men may be worn until 8:00 p.m. on weekends and public holidays. They are not permitted on weekdays at all (unless permitted for specific functions by Management).
- (d) Hats and other headwear are not permitted unless they are identified as national, ethnic or religious costume and which are not normally removed in semi-formal social situations.
- (e) Collarless or sleeveless T-shirts or singlets are not permitted for men.
- (f) Tracksuits, shellsuits and tattered or soiled clothing are not permitted.

The Lounge

- 3. (a) Soiled clothing, and sleeveless shirts or singlets for men, are not permitted at any time.

The Restaurant

- 4. (a) The minimum standard of dress in the Restaurant shall be smart casual at all times.
- (b) Full shoes, or sandals with socks (excluding flip flops, thongs and similar casual footwear), are required for men at all times.
- (c) Appropriate shorts for men may be worn until 4:00 p.m. on weekends and public holidays. They are not permitted on weekdays at all (unless permitted for specific functions by Management).
- (d) Hats and other headwear are not permitted unless they are identified as national, ethnic or religious costume and which are not normally removed in semi-formal social situations.
- (e) Collarless or sleeveless T-shirts or singlets are not permitted for men.

- (f) Tracksuits, shellsuits and tattered or soiled clothing are not permitted.

The Coffee Shop

5. Soiled clothing, and sleeveless shirts or singlets for men, are not permitted at any time.

The Library, The Snooker Room and The Club Shop

6. Soiled clothing, and sleeveless shirts or singlets for men, are not permitted at any time.

The Swimming Pool Complex and The Sauna and Steam Centre

7. (a) The minimum dress requirement at all times for all persons in the Swimming Pool Complex shall be appropriate swimwear. Babies must wear swimwear or nappies/diapers in the Swimming Pool Complex, but leakproof swimwear (not nappies/diapers) must be worn by babies using the pools. Babies' nappies/diapers must not be changed on tables.
- (b) Persons only in swimwear are not allowed into any part of the Club Premises other than the Swimming Pool Complex, the Changing Rooms and the Sauna and Steam Centre.
- (c) (i) Subject to paragraph (ii), appropriate swimwear is the minimum required dress in the Sauna and Steam Centre when available for use by both sexes.
- (ii) Towels only, may be worn; however, the manner in which they are worn must take account of the sensibilities of others.

The Family Lounge

8. Soiled clothing, and sleeveless shirts or singlets for men, are not permitted at any time.

Raceboxes

9. The minimum dress requirements for the Raceboxes must accord with the Hong Kong Jockey Club requirements as published from time to time.

National Costume, etc

10. Notwithstanding any restrictions set out in these Bye-laws, recognised national, ethnic or religious costume shall be acceptable at all times unless specifically mentioned.

Powers and Discretion

11. (a) Management or a senior member of Staff on duty has the authority to:-
 - (i) exercise discretion in the strict implementation of these Bye-laws on a case by case basis;
 - (ii) exclude any person, who in their opinion is not appropriately attired, from any area of the Club Premises; and
 - (iii) vary the dress code requirements for any facility at any time on a case by case basis.

3.4 GUESTS

One of the essential elements of a sports and social club such as ours is the ability for Members to invite their friends and acquaintances to share our recreational sports and activities facilities and food and beverage outlets. Our Club welcomes and places no restriction on the number of Guests that a Member can invite to our bars and restaurants and, at most times, to many of our other facilities. Only those facilities which receive capacity usage by Members are restricted appropriately in respect of Guests.

We do however expect Members to be reasonable with regard to this privilege, and to always accompany their Guests and be responsible for their behaviour. Guests should be advised as to our dress codes and restrictions on mobile phones, smoking, bringing food and drinks into the Club, etc when appropriate. Whenever possible, Guests should be met at Reception, and should not be left behind, or waiting for a Member, on the Club Premises. Members will be liable for the transgressions of their Guests and therefore should be aware of our Bye-laws and respect the fact that Management, Staff and Committee Members have a duty to enforce them.

In order to equate the enjoyment of facilities for single Members as much as possible with that of couples and families, single Members (except Junior Associates under 16 years of age) can always bring a Guest into almost any facility in our Club (the few exceptions appear in the first column of the Schedule hereto).

1. (a) Subject to Bye-law 2(a), Members and the Spouses and Children (of at least 16 years of age) of such Members may invite Guests into the Club, but must abide by the restrictions in respect of certain facilities as set out in the Bye-laws and the Schedule hereto.
- (b) For the purposes of the Bye-laws, and the Schedule hereto, Guest numbers are per Account Number.
- (c) Notwithstanding restrictions at Peak Periods, as set out in the Schedule hereto, single Members may bring one Guest during Peak Periods.

2.
 - (a) Temporary Members (with the exception of Absent Members temporarily visiting the Club) and Overseas Corporate Associates are not permitted to invite Guests into the Club.
 - (b) Temporary Registered Players and Secondary Carers are not permitted to invite Guests into the Club.
3. A Child, or Junior Associate, under 16 years of age is not permitted to invite Guests into the Club.
4. Members, and their Spouses or Children (of at least 16 years of age) must accompany their Guests at all times whilst they are on the Club Premises and shall be responsible for the conduct of their Guests, which must be in accordance with the Articles and Bye-laws.
5. Visiting teams, Registered Temporary Members and other non-Member players are deemed to be the Guests of the host team captain/convener, who shall be responsible for their conduct.
6. Any person currently posted or removed from the Register or Corporate Register as an Infringing Debtor (the relevant debt not having been settled) or suspended or expelled from the Club for misconduct under the Articles or Bye-laws shall not be invited into the Club Premises as a Guest.

For the avoidance of doubt, where a Member is currently posted or has been removed from the Register of Members as an Infringing Debtor (the relevant debt not having been settled) or suspended or expelled from the Club for misconduct, any Spouse or Child of such Member may not use the Club and, therefore, shall not be invited into the Club Premises as a Guest.

7. A Member, the Spouse or Child (of at least 16 years of age) thereof or team captain/convener shall escort their Guest(s) from the Club Premises upon being so requested by Management or any Committee Member if, in the opinion of such person, the conduct of such Guest(s) is inappropriate.
8. The Changing Rooms may be used by Guests in conjunction only with the use of the Club's sporting facilities or Club events.
9. Notwithstanding these Bye-laws, Management may, at its discretion, permit a person to use any facility of the Club at any time.

The Schedule

Number of Guests Permitted:	At All Times	At Non-peak Periods	At Peak Periods
BADMINTON COURTS		Three Guests	No Guests (weekends and public holidays 9:00 a.m. to 6:00 p.m.)
BASKETBALL	Three Guests		
BOWLING GREENS	No Guests*		
CHILDREN'S PLAYROOMS	Three Guests		
FITNESS CENTRE	No Guests		
GOLF SIMULATORS		Two Guests	One Guest (weekdays 7 p.m. – 10 p.m., weekends and public holidays 9:00 a.m. – 1:00 p.m.)
LOTUS HILL GOLF RESORT and MACAU GOLF & COUNTRY CLUB	Three Guests		
HAPPY VALLEY RACE BOX	Up to four Local Guests; Guests on New Year's Day, Chinese New Year and the Final Meeting and Overseas or additional Guests at the discretion of Management.		
SAUNA AND STEAM CENTRE	One Guest		
SNOOKER ROOM	Three Guests		
SQUASH COURTS		Three Guests	No Guests (weekdays 6:30-9:30 p.m.; Saturdays 10:15 a.m.-6:30 p.m.)
SWIMMING POOL COMPLEX		Three Guests	No Guests (weekends and public holidays; weekdays after 6:00 p.m.)
TENNIS COURTS		Three Guests	No Guests (weekdays after 6:00 p.m.)

*A Member may apply to Management for Guests to use the Bowling Greens. Management may, at its discretion, permit Guests to use the Bowling Greens. Any application can be for a maximum of three Guests only.

3.5 SECONDARY CARERS

The Club is for Members and their immediate family. Domestic helpers, amahs, nannies, au pairs, chauffeurs, other personal servants and temporary guardians (all of which are collectively referred to as Secondary Carers) are not considered part of such immediate family. Whilst many members' clubs in Hong Kong do not permit access to Secondary Carers at all, they are permitted to come into the Club under certain limited circumstances.

Parents are responsible for their children at all times when their children are using the Club. Members and Spouses must not bring their Secondary Carers with them to the Club purely for the purpose of looking after their children.

However, it is recognised that there are times when neither parent is able to bring their children to attend certain coaching and other activities and classes organised by the Club. Then, and only then, will Secondary Carers be permitted to bring, and be responsible for, children of Members in their stead.

1. With the exception of the circumstances set out in Bye-laws 2 and 3, only, Secondary Carers are prohibited from carrying out their employment duties whilst on Club Premises.
2. A Secondary Carer may accompany any Child, in the absence of both parents, to participate in coaching programmes and other activities or classes organised by the Club and so designated, provided that such Secondary Carer is the holder of (and otherwise acting within the terms and conditions of) a Guardian's Card issued pursuant to Bye-law 3.
3. Upon application to Management by a Member and payment of a fee, a Guardian's Card may be issued upon the following terms and conditions:
 - (a) such card may only be used by the named card holder and in respect of any Child and the programmes, activities and classes for which it is issued or endorsed;
 - (b) such card shall be non-transferable, must be surrendered to the Club upon termination or change of the named card holder and must be produced upon request to Management, Staff or a Committee Member;
 - (c) the named card holder must present such card and sign-in and complete the required details on the Register for that purpose at Reception when accessing the Club;
 - (d) with the exception set out in (f) below, only, named card holders must wait in an area reserved for such purpose when any Child under their care is attending a coaching programme or other activity or class and must remain on the Club Premises and in such area for the duration thereof;

- (e) named card holders must vacate the Club Premises promptly after the coaching programme or other activity or class concerned is completed or upon the arrival of either or both parents of any Child under their care, unless remaining as the Guest of that Member or Spouse thereof; and
 - (f) a sibling or siblings of any Child attending a coaching programme or activity or class, where both or all are under the care of the named card holder, may utilise the Children's Playroom (but not the Children's Playroom adjacent to the Family Lounge), under the supervision of the named card holder, whilst such coaching programme or activity or class is in progress.
4. Secondary Carers are not permitted to wait for Members, Family members or other Secondary Carers in Reception or meet there with other Secondary Carers.
 5. Members are responsible at all times for the conduct of their Secondary Carers whilst they are on Club Premises.
 6. If, in the opinion of Management, senior Staff or a Committee Member, there shall be any breach of these Bye-laws, any Guardian's Card concerned shall be confiscated and may only be reclaimed by the Member concerned upon such conditions as the Committee shall from time to time determine. Such confiscation shall not limit any disciplinary action which may be taken pursuant to the Articles.
 7. The Committee or Management may permit such exceptions to these Byelaws as they shall see fit, either generally or on a case by case basis, upon application by a Member, or in respect of any particular venue, coaching programme or other activity or class.

3.6 RESTRICTIONS

It is inevitable that some restrictions are necessary for any club to ensure, among other things, the safety, welfare and comfort of Members and their Guests in the overall enjoyment of facilities.

1. It is prohibited to consume food or drink on the Club Premises other than that provided by the Club Food and Beverage outlets (with the exception of medicines and baby food).
2. Glass bottles, glassware, crockery or other breakable items are not permitted within the Squash Courts, Tennis Courts, Fitness Centre, Children's Playroom, Sports Hall and Sports Theatre (except where permitted by Management in respect of particular functions or events), Golf Simulator Room, Indoor Lawn Bowls Green, Swimming Pool Complex, Changing

Rooms, Sauna and Steam Centre, the Pitches and Stands or such other areas as may be specified by the Committee from time to time.

3. Consuming drinks directly out of bottles or cans is prohibited in the Chairman's Bar, Lounge, Restaurant and Coffee Shop (except when permitted by Management in respect of particular functions or events), Snooker Room, Library and Club Shop.
4. Baby-changing must not, under any circumstances, be done on tables (or elsewhere) in facilities other than (a) in the baby-changing facilities provided, or (b) in the Changing Rooms and toilets.
5. Audible radios, cassette or disc players (and similar equipment) or musical instruments shall not be played on the Club Premises without the prior consent of Management.
6. The use of rollerskates, rollerblades, skateboards, scooters and all other types of recreational equipment on wheels, remote-controlled toys or similar devices is not permitted on the Club Premises.
7. Animals are not permitted on the Club Premises apart from Guide Dogs for the visually impaired who will be allowed access.
8. Raffles or canvassing of any kind is not permitted on the Club Premises unless the prior approval of the Committee has been obtained.
9. Professional coaching or tuition for a fee or any form of reward may only be carried out with prior approval of the Committee or Management. All charges and the manner of payment shall be determined or approved from time to time by the Committee or Management, either generally or on a case by case basis.
10. Conducting formal business meetings (with the exception of Club business) involving the use of books and/or paper and/or electronic equipment is not permitted on Club Premises except in function rooms hired for that purpose.
11. The payment or giving of gratuities, including "Lai-See", to individual members of Staff and the purchase of drinks or other items for Staff (with the exception of Management) is prohibited.
12. No electrical devices may be charged on the Club Premises without the prior approval of Management.

3.7 SMOKING

Our Club has a sporting basis and the concepts of smoking and participation in sport and exercise don't easily mix. Legislation now imposes a complete ban on smoking (including e-cigarettes) in all internal areas of the Club but, smoking, for a number of Members, is still part of their social environment and therefore a complete "Club-wide" ban on smoking has not been put in place.

The restriction on smoking is also confined to certain external areas of the Club as defined in the Bye-laws. Smokers are also reminded that in all smoking areas "courtesy of choice" applies. Be aware of those around you: you may choose not to smoke, or to exercise extra consideration, in the presence of children or others who may be affected. Using ashtrays provided to avoid littering and damage to floors and surfaces is also expected.

Whether you are a smoker or a non-smoker, it must be remembered that our Club serves a diverse membership whose expectations include enjoying a setting which can meet their individual requirements and this involves extending courtesies to all fellow Members.

1. Smoking (including e-cigarettes) is not permitted in any internal areas of the Club, including the car park.
2. Smoking is not permitted in all external areas of the Club except for the following areas:
 - (a) the uncovered part(s) of the Infield Stands;
 - (b) the Sportsman's Bar Patio(s) and the surrounds of the Outdoor Green;
 - (c) the external front entrance area of the Club.

3.8 ELECTRONIC COMMUNICATION DEVICES

1. The use of Electronic Communication Devices (including but not limited to portable telephones, pagers, wearable technology (e.g. wrist watches with portable telephone / camera /video capability) and technologies such as voice over internet protocols on computers or similar devices, collectively referred to herein as the “ECD”) for receiving or making calls or listening to messages is prohibited in all but the following areas of the Club:

In respect of b), c), d), e) and f), ECD must be on silent or vibrate mode and should not emit any audible signal under any circumstances and for whatever purposes.

- (a) The Car Park; and
 - (b) The infield areas comprising the Pitches, Stands and the area immediately outside the Sportsman’s Bar including the Verandah and Patio area(s); and
 - (c) The immediate surrounds of the Outdoor Green; and
 - (d) The Swimming Pool Complex; and
 - (e) The Coffee Shop Patio area; and
 - (f) The immediate surrounds of the Tennis Courts 4, 5 and 6.
2. For the avoidance of doubt, the use of ECD for receiving or making calls or listening to messages is prohibited in the following areas of the Club:

- | | |
|---|--|
| (a) All reception areas, foyers, stairways, lobbies, tunnels and corridors; | (l) The Snooker Room; |
| (b) The Lifts; | (m) The Sports Hall; |
| (c) All toilets, Changing Rooms and store rooms; | (n) The Fitness Centre; |
| (d) The Restaurant and VIP Room; | (o) The Children’s Playrooms; |
| (e) The Lounge; | (p) The Sports Theatre; |
| (f) The Chairman’s Bar; | (q) The Golf Simulator Room; |
| (g) The Lockhart Room, Happy Valley Suites and Meeting Rooms; | (r) The Squash Centre; |
| (h) The Sportsman’s Bar; | (s) The Club Shop; |
| (i) The Captain’s Bar; | (t) The Movie and Book Library; |
| (j) The Coffee Shop; | (u) The Indoor and Outdoor Bowling Greens; |
| (k) The Tennis Courts; | (v) Ten Pin Bowling Complex; |
| | (w) Family Lounge; |
| | (x) The Sauna and Steam Centre |

3. Notwithstanding any of the other provisions of these Bye-Laws, the use of ECD (with built-in camera or otherwise), personal digital assistants (with built-in camera or otherwise), cameras or similar devices with built-in camera/recording devices within the confines of the toilets, Changing Rooms and the Sauna and Steam Centre shall be absolutely prohibited in any mode.
4. By way of clarification:-
 - (a) it shall be a breach of Bye-laws 1 and 2 if the ECD of a Member, Family Member, Guest thereof or a Secondary Carer, Temporary Registered Player or other person using the Club Premises shall ring or otherwise emit an audible signal in any prohibited area;
 - (b) it shall be a breach of Bye-laws 1 and 2 to use a ECD in “hands free” mode in any prohibited area;
 - (c) subject to Bye-law 6, it shall not be a breach of Bye-laws 1 and 2 to receive a call on a ECD in “vibration” mode in a prohibited area, provided such call is not answered by using a ECD in a prohibited area or whilst being taken to a permitted area;
 - (d) subject to Bye-law 6, it shall not be a breach of Bye-laws 1 and 2 to use a ECD in a prohibited area to view data.
5. Notwithstanding Bye-law 3, and without prejudice to the general restriction and penalty provided in Bye-laws 1, 2 and 5, if a ECD shall ring or otherwise emit an audible signal, such audible signal must be immediately switched off and remain switched off whilst in such area, and such ECD shall not be answered, or taken to a permitted area whilst ringing or being answered.
6. Automatic fines shall be debited to the Account of the Responsible Person who:
 - (a) permits the emission of any audible signal from any ECD in a prohibited area;
 - (b) permits breach of the further terms of Bye-law 4;
 - (c) otherwise uses or permits the use of a ECD to receive or make a call or listen to messages in a prohibited area, in breach of these Bye-laws.

Fines in respect of (a), (b) and (c) shall be cumulative.

The imposition of automatic fines shall not limit any disciplinary action which may be taken pursuant to the Articles.

A report by or admission to Management, Staff or a Committee Member in respect of any breach shall be accepted prima facie, provided that the Member, Family member, or Guest thereof, Secondary Carer, Temporary Registered Player or other person using the Club Premises concerned shall be informed of any such report at the time of the incident. Any Member may appeal against the imposition of any automatic fine by letter addressed to the Honorary Secretary and, where appropriate, the matter may be referred to the Disciplinary Standing Sub-committee.

7. Notwithstanding Bye-laws 1 to 6, the Committee or Management may at its discretion from time to time authorise the use of ECD anywhere within the Club Premises.

3.9 CAR PARKING

The number of car parking spaces within our Club Car Park (“Car Park”) is limited (although arrangements exist for the additional use of the Hong Kong Jockey Club (“HKJC”) car park - except on race days).

Therefore, the Car Park, and in particular at weekends, should not be used as a convenient place to park when e.g. attending a nearby office (unless a Business Parking Label is obtained), or merely shopping or entertaining outside the Club, but should be used only when other Club facilities are being utilised at the same time.

The intention of most of these Car Parking Bye-laws is to regulate our Car Park in a manner which ensures fairness in the general availability of car parking spaces to all Members and encourages its use as an adjunct to the enjoyment of other Club facilities. However, given our Car Park’s location, the intention is also to maximise its potential as a revenue earner for our Club, especially in off-peak hours. Management therefore has a wide discretion in the utilisation of car parking spaces.

General

1. (a) The Car Park shall be open daily from 6:30 a.m. to 2:00 a.m. (provided that ingress shall cease at midnight), unless Management shall otherwise direct.
- (b) Vehicles must be driven with due care and caution in the Car Park and may not exceed a speed limit of 5km. per hour.
- (c) All vehicles that are parked within the Club Premises must have engines turned off. Vehicles that are stationary for longer than 3 minutes within the Club Premises must have engines turned off.

Designated Areas

2. Management shall designate such number of car parking spaces in the Car Park as the Committee shall from time to time determine for each of the following:-
 - (a) an area for vehicles which display valid Car Park Labels;
 - (b) an area for “business parking” (the “Business Parking Area”);
 - (c) an area for vehicles which display Committee Labels; and
 - (d) areas for vehicles owned by the Club or areas retained for use by delivery, service or emergency vehicles (or areas otherwise restricted).

Car Park Labels

3. Members and Family members wishing to park a vehicle in the Car Park must purchase a valid Car Park Label (and Smart Card) and prominently

display such Label upon such vehicle at all times when using the Car Park. Car parking spaces for vehicles which display such Labels shall be available in the appropriate designated area on a first-come-first-served basis. Motor cycles may only be parked in the area reserved for motor cycles.

Business Parking Labels

4. Members and Family members wishing to park a vehicle in the Business Parking Area (during the times set out in Bye-law 6) must purchase a valid Business Parking Label and prominently display such Label upon such vehicle at all times when using the Car Park. Such Label must be additional to a valid Car Park Label (and Smart Card). The prescribed number of Business Parking Labels shall be available on a first-come-first-served basis and a car parking space shall be available in the Business Parking Area (or such other area as directed by Management), during the times set out in Bye-law 6, for each vehicle which displays a valid Business Parking Label. The Club reserves the right to withdraw any Business Parking Label which, in the opinion of the Committee, is underutilised for the purpose for which it was issued.

General Committee Labels

5. Each Committee Member and Honorary Vice President shall be entitled, at full cost, to one Committee Label (and Smart Card) which Label must be prominently displayed upon any vehicle for which it is issued at all times when using the Car Park and shall entitle the holder to park such vehicle in the designated areas for vehicles which display either Committee Labels or valid Car Park Labels, on a first-come-first-served basis.

Business Parking Hours

6.
 - (a) The Business Parking Area will be available, only for vehicles which display valid Business Parking Labels (except where the allowance under Bye-law 14(a) applies), between the hours of 6:30 a.m. and 5:00 p.m. Monday to Friday (excluding public holidays).
 - (b) Vehicles which display valid Business Parking Labels may only be parked in the Business Parking Area during such times (except where the allowance under Bye-law 14(a) applies), unless otherwise directed to an alternative area by Management, but may, at all other times, be parked in the designated area for vehicles which display valid Car Park Labels (in which case the allowance and restrictions under Bye-law 14 shall apply).
 - (c) Vehicles which display valid Car Park Labels may be parked in the Business Parking Area after 5:00 p.m. Monday to Friday and at any time on Saturdays, Sundays or public holidays (in which case the allowance and restrictions under Bye-law 14 shall apply).

Multiple Vehicles

7. (a) Members and Family members who own more than one vehicle may designate up to two such vehicles to be recorded on their Car Park Label (and Smart Card) at the time of purchase. The Car Park Label may be transferred between and shall be displayed upon whichever of the two vehicles is parked at the Club from time to time.
- (b) Members and Family members may not park more than one such vehicle in the Car Park at the same time.
- (c) This Bye-law shall likewise be applicable to Business Parking Labels and Committee Labels.
- (d) Only one Car Park Label may be purchased per Membership.

Issuance and Replacement

8. Car Park Labels (and Smart Cards) and Business Parking Labels will be issued (and, if lost, replaced) by the Club at a fee and upon such conditions as the Committee shall from time to time determine.

Change of Vehicles

9. Car Park Labels, Business Parking Labels and Committee Labels indicate the registration number of the vehicle or vehicles for which they are issued and no amendment or alteration to such Labels will be allowed. Management must be notified of any changes in vehicles or registration numbers and the Labels and Smart Cards concerned must be returned and replaced. A charge will be made for replacement of a Smart Card.

Restrictions on “business parking”, etc

10. Members and Family members may not:
 - (a) utilise the Car Park for what, in effect, amounts to “business parking” unless holding a valid Business Parking Label; or
 - (b) utilise the Car Park (except where the allowance under Bye-law 14(a) applies) unless using other facilities of the Club.

Restricted Areas

11. Members, Family members or Guests (and their chauffeurs) may not park:-
 - (a) vehicles on the pavement area surrounding the Club Premises;
 - (b) vehicles in or about the pedestrian or vehicle exits and entrances of the Club (with or without any occupant or engines running) in such a manner as to obstruct or inconvenience pedestrian or vehicular users of such exits and entrances;

- (c) any unauthorised vehicles in designated areas for
 - (i) vehicles which display valid Car Park Labels;
 - (ii) vehicles which display Committee Labels (unless under direction of Management); or
 - (iii) vehicles which display valid Business Parking Labels (during the times set out in Bye-law 6);
- (d) any unauthorised vehicles in any other restricted area so marked; or
- (e) any unauthorised vehicles in any thoroughfare in the Car Park or outside the marked borders of a car parking space or more than one such vehicle within such borders (unless under direction of Management).

Vehicles shall be deemed “unauthorised” unless parked in accordance with the allowances set out in these Bye-laws or in accordance with signage or directions of Management.

Restrictions on Chauffeurs

- 12. Chauffeurs of vehicles which display a valid Car Park Label or Committee Label may only bring such vehicles into the Car Park when the holder of such Car Park Label or Committee Label (or a Family member thereof) is upon the Club Premises (and then, having parked such vehicle, chauffeurs must either remain with the vehicle or leave the Club Premises).

Signage and Directions

- 13. Signage, and directions of Staff or Management, must be observed at all times.

Parking Overnight

- 14. (a) Subject to paragraph (d), vehicles which display a valid Car Park Label or Committee Label may, on an occasional basis, be left in the Car Park overnight.
- (b) Subject to paragraph (c), such vehicles must be removed before noon the following day.
- (c) Subject to paragraph (d), such vehicles which display valid Business

Parking Labels need not be removed before noon the following day (if parked in the Business Parking Area), except where such day is a Saturday, Sunday or public holiday.

- (d) Unless the consent of Management is applied for and obtained, whether before or after the event, no vehicle may be left in the Car Park overnight for more than two consecutive nights.

Fines, Immobilisation (Clamping) and Towing Away

- 15. (a) A fine or penalty may be imposed on the holder of a Label or other person responsible for such vehicle in respect of any breach of any of these Car Parking Bye-laws and in respect of immobilisation pursuant to paragraph (b) and towing away pursuant to paragraph (c).
- (b) Any breach of Bye-laws 6(b), 7(b), 10, 11(c), (d) or (e) or 14(b), (c) or (d) may result in immobilisation of any vehicle concerned.
- (c) The Club also reserves the right to authorise its contractor to tow away (at the expense of the holder of the Label or other person responsible for such vehicle) any vehicle which is
 - (i) immobilised for more than 24 hours or
 - (ii) the subject of a breach of Bye-law 11(c), (d) or (e) on any day, or of Bye-law 14(b), (c) or (d) where the time and day concerned is after noon on a Saturday, Sunday or public holiday.

Withdrawal of Labels, etc

- 16. (a) In addition to any fine or other penalty which may be prescribed, failure to comply with these Bye-laws, and/or the conditions of issue of a Label (and Smart Card), in any respect whatsoever, may result in the withdrawal of such Label (and Smart Card) for such period of time as the Committee may determine, without refund of any amounts paid.
- (b) The imposition of a fine or penalty or withdrawal of a Label (and Smart Card) shall not limit any disciplinary action which may be taken pursuant to the Articles.

HKJC Car Park

- 17. Members and Family members who are holders of a valid Car Park Label, and holders of a Committee Label, will be entitled to park in the HKJC Headquarters Car Park, (situated under the HKJC Headquarters Building in Sports Road with entrance on Wongneichung Road) subject to abiding and being bound by the following rules and conditions (“the HKJC Headquarters Car Park Rules”) at all times:

- (a) The HKJC Headquarters Car Park may only be used if the Car Park is full and then only on days which are not Race Days in either Happy Valley or Shatin.
- (b) Only Zone A (the “Overflow Area”) in the HKJC Headquarters Car Park may be used and vehicles must be parked as directed by the HKJC representative on duty.
- (c) Parking shall be free of charge for up to five consecutive hours per day but no vehicles may be left in the HKJC Headquarters Car Park after midnight.
- (d) In the event that the HKJC ascertains that any holder of a valid Car Park Label or Committee Label is in breach of the HKJC Headquarters Car Park Rules, the HKJC will notify the Club in writing, setting out the relevant details. The Club will then write to the offending holder of the Label warning that any further violation of the HKJC Headquarters Car Park Rules will result in the Label holder’s vehicle being clamped/ towed away by the HKJC and that in such circumstances such Label holder will be liable to HKJC for clamping charges/towing fee and for the costs of the recovery of the vehicle in question.
- (e) HKJC, the Club, and the employees thereof will not be responsible in any way for damage to and/or loss of vehicles which are parked in the HKJC Headquarters Car Park.
- (f) Bye-laws 3, 5, 7, 9 and 10 apply to holders of valid Car Park Labels and Committee Labels when parking their vehicles in the HKJC Headquarters Car Park.

4. SPORTS AND RECREATION FACILITIES

4.1 FACILITY BOOKINGS

1. These Bye-laws shall apply to the booking of sessions for the following facilities:

- (a) Badminton Courts;
- (b) Golf Simulators;
- (c) Squash Courts;
- (d) Tennis Courts; and
- (e) Ten Pin Bowling

Use of such facilities shall be in accordance with the Bye-laws for each such facility.

2. Sessions shall be for the time periods set out in the relevant booking sheets (kept at the Sports Desk) for the facility concerned.
3. Sessions may be booked in person at the Sports Desk by Members or Family members (subject to Bye-laws 6 and 7) between the hours of 8:00 a.m. and 10:00 p.m. or by telephoning the Sports Desk between the hours of 9:00 a.m. and 10:00 p.m.
4. Sessions may only be booked up to one week in advance.
5. Except as provided in Bye-law 13 (a), it is not permissible to book sessions on behalf of another player unless that player is a Family member of the person making the booking.
6. Children under 11 years of age are not permitted to book sessions.
7. Children of at least 11 and not yet 16 years of age are not permitted to book sessions for play during Peak Periods unless they intend to play with a Member, Spouse thereof or authorised Club coach.
8. The name and Account Number of the player shall be recorded at the time of booking on the booking sheet.
9. In respect of any particular facility, a Member's Account Number may be used to book a maximum of two sessions on any one day, only one of which can be during Peak Periods for that facility.
10. It is not permissible to book two consecutive sessions for solo practice.
11. With the exception of the Golf Simulators, it is not permissible to book a session during Peak Periods for solo practice.

12. In respect of Tennis, Badminton and Squash Courts, it is not permissible for a singles player to book consecutive sessions, nor for one singles player to book a session and his/her opponent to book the following session in order that they may play two or more consecutive sessions.
13.
 - (a) With the exception of the Squash Courts, it is permissible to book two consecutive sessions for non-singles play providing the names of two of the players are used and in the case of Peak Period bookings all players are Members or Family members (or Guests of single Members), or in the case of non Peak Period bookings at least two of the players are Members or Family members.
 - (b) In respect of Squash Courts, for doubles play, Courts 3 & 4 must be booked for the same session time, and the Sports Desk must be informed to set up the Courts accordingly.
14. Subject to any Policy Statement, Management, in conjunction with the relevant committee or other authority, may authorise block bookings in respect of Inter-Club matches, League matches, Club competition matches, coaching, junior activity courses or on special occasions.
15. When Inter-Club matches, League matches or other matches or activities authorised by the relevant committee or other authority extend beyond the allotted session time, they shall have priority over personal bookings.
16. The player booked must confirm that he/she will use or has used the facility by signing the booking sheet immediately prior to or following play, on the same day that the facility is to be or was used. Failure to sign the booking sheet will render the Member concerned liable to pay a no-show fine. Signing of the booking sheet prior to the day of facility use is not permitted and any such signatures are liable to be deleted without notice.
17. If a booked facility is not being used within 10 minutes after the commencement of a session, by the player booked or a Member or Family member who is the partner or opponent of the player booked, the booking may be cancelled (in which case it shall be deemed to be a no-show) and other players may (subject to reasonable tolerance in all the circumstances) use the facility for that session.
18. The time given by any clock in a facility shall be the official time in the event of any dispute on timing.
19. The following shall apply to cancellations:
 - (a) A booking which is subsequently not required must be cancelled at the earliest opportunity.
 - (b) Bookings may only be cancelled through the Sports Desk; either in

person at the Sports Desk or by telephone between the hours of 9:00 a.m. and 10:00 p.m.

- (c) Cancellation of a booking with less than 24 hours notice shall render the Member liable to pay a late cancellation fine.
 - (d) No-shows (and cancellations less than 10 minutes before a booked session – which shall be deemed to be a no-show) will render the Member concerned liable to pay a no-show fine.
 - (e) Signing a booking sheet without using the facility for the session concerned, instead of cancelling the session, will render the Member concerned liable to pay a booking abuse fine.
20. Fines shall be in accordance with the Standard Fine Tariff set out in Appendix IV.

The imposition of fines shall not limit any disciplinary action which may be taken pursuant to the Articles.

4.2 BADMINTON

- 1. All bookings of sessions for Badminton Courts shall be in accordance with the Facility Bookings Bye-laws 4.1.
- 2. Unless participating in an organised activity as set out Facility Bookings Bye-law 4.1.14. and subject to Facility Bookings Bye-law 4.1.17, a player may not play badminton for more than two consecutive sessions.
- 3. On the Badminton Courts players must wear appropriate badminton clothing (no vests or singlets are allowed for men) and suitable badminton or sports shoes without heels and with non-marking soles, unless the proviso to Bye-law 1 of the Sports Hall Bye-law 4.7.1 shall apply.
- 4. No glassware or food or beverage may be taken onto the Badminton Courts or the surrounding area.
- 5. No Guests are permitted to play during Peak Periods and not more than three Guests are permitted during non Peak Periods (with the exception that single Members may bring one Guest at any time).
- 6. Children under 11 years of age are not permitted to play badminton unless playing with or supervised by a Member, or Spouse thereof, or a sibling who is at least 11 and not yet 26 years of age, or an authorised Club coach.
- 7. Children under 16 years of age are not permitted to play badminton during Peak Periods unless they are playing with, or the court is not required by, a Member, Spouse thereof or authorised Club coach.

8. “Peak Periods” for badminton sessions are as follows:

Between 9:00 a.m. and 6:00 p.m. on Saturdays, Sundays and public holidays.
9. Damage of any kind to any Club equipment in the Sports Hall must be immediately reported to Management.
10. Professional coaching for players must be arranged only with coaches approved or appointed by Management or the Committee.

4.3 GOLF SIMULATOR ROOM

1. All bookings of sessions for Golf Simulators shall be in accordance with the Facility Bookings Bye-laws 4.1. Sessions on Golf Simulators may only be booked and used by Members or Family members (subject to Bye-law 9) who have received a Golf Simulator Induction Course.
2. Unless participating in an organised activity as set out in Facility Bookings Bye-law 4.1.14, and subject to Facility Booking Bye-law 14.1.17, a player may not use the Golf Simulators for more than two consecutive sessions.
3. No more than four players may occupy one Golf Simulator.
4. When using the Golf Simulators players must:
 - (a) Observe golf etiquette and take care for the safety of others at all times.
 - (b) Play all shots (except putts) off the golf mats.
 - (c) Use only the golf balls and golf clubs provided by the Club, or a player’s own regulation golf clubs. Balls must be clean and free of any added logos or personalized marking as these may transfer to the screen. Manufacturers original markings and logos are acceptable.
 - (d) Collect and return all golf balls to the basket on completion of a session.
5. When using the Golf Simulators players must wear appropriate clothing as follows:

Sports shirt;
Smart trousers/shorts/skirt/dress;
Rubber spiked golf shoes or non-marking rubber soled shoes.
Metal spiked golf shoes are not permitted to be worn anywhere in the Clubhouse Building.
6. Food and beverage (but no glassware) may be taken into the Golf Simulator Room provided consumption is confined to the seating area provided.

7. A Member may invite up to two Guests to use the Simulator that he has booked and is using during non-peak times and one Guest during peak times. The Member remains responsible for adherence to all Simulator Rules by his Guests and for any damage they may cause.
8. A Child may use the Golf Simulators in accordance with the following restrictions. A Child of at least 11 but not yet 16 years of age must be accompanied by a Member, Spouse thereof or authorised Club coach, provided however that a Child who is 14 or 15 years of age and who has a registered handicap with the Hong Kong Golf Association need not be so accompanied. Children under 11 years of age are not permitted in the Golf Simulator Room unless accompanied by an authorised Club coach or parent.
9. “Peak Periods” for Golf Simulator sessions are as follows:
Weekdays 7:00pm - 10:00pm. Weekends and Public Holidays 9:00am - 1:00pm.
10. Golf clubs can be provided and issued to a player on the production at the First Floor Sports Desk of his or her Membership Card, which will be retained during the session(s). Club golf club(s) must be returned to the Third Floor Counter after play.
11. No equipment provided by the Club may be removed from the Club Premises.
12. Damage of any kind to any equipment in the Golf Simulator Room, or to Club golf clubs, must be immediately reported to Management.
13. Professional coaching for players must be arranged only with coaches approved or appointed by Management or the Committee.

4.4 SQUASH CENTRE

1. The Squash Centre shall be used only for playing, coaching, practising and viewing squash and for such other activities as may be authorised by Management in conjunction with the committee of the Squash Section from time to time.
2. The use of the whole or any part of the Squash Centre for competition, doubles play or other activities organised or endorsed by the committee of the Squash Section will at all times take priority over all other personal bookings.
3. All bookings of sessions for Squash Courts shall be in accordance with the Facility Bookings Bye-laws 4.1.
4. Unless participating in an organised activity as set out in Facility Bookings Bye-law 4.1.14, and subject to Facility Bookings Bye-law 4.1.17, a player may not play squash for more than two consecutive sessions.

5. On the Squash Courts players must:
 - (a) Wear clean non-marking squash shoes. Shoes for other purposes including but not restricted to tennis shoes, trainers or sneakers, sandals, flip flops and canvas shoes, whether non-marking, or not, are not permitted on the Squash Courts. Squash shoes worn on the Squash Court should not be worn outdoors, in the street or, on other playing surfaces such as tennis courts or sports pitches. Players who damage the Court floors may be subject to disciplinary action being taken against them.
 - (b) Wear appropriate sports clothing.
 - (c) Use non-marking squash balls.
 - (d) Use racquets with heads suitably protected with a plastic guard, clear or white tape.
6. No glassware or food may be taken into the Squash Centre unless specifically authorised by the committee of the Squash Section or Management.
7. No Guests are permitted to play during Peak Periods and three Guests are permitted during non Peak Periods (with the exception that single Members may bring one Guest at any time).
8. Children under 11 years of age are not permitted in the Squash Centre unless they are playing with or supervised by a Member or Spouse thereof, or a sibling who is at least 11 and not yet 26 years of age, or an authorised Club coach.
9. Children under 16 years of age are not permitted to play squash during Peak Periods unless they are playing with, or the court is not required by, a Member, Spouse thereof, or authorised Club coach.
10. "Peak Periods" for squash sessions are as follows:
Between 6:30p.m. and 9:30 p.m. on weekdays and between 10:15 a.m. and 6:30 p.m. on Saturdays.
11. Damage of any kind to Squash Courts or any Club equipment in the Squash Centre must be immediately reported to Management.
12. Professional coaching for players must be arranged only with coaches approved or appointed by Management or the Committee.

4.5 TENNIS COMPLEX

1. All bookings of sessions for Tennis Courts shall be in accordance with the Facility Bookings Bye-laws 4.1.

2. Unless participating in an organised activity as set out in Facility Bookings Bye-law 4.1.14, and subject to Facility Bookings Bye-law 4.1.17, a player may not play tennis for more than two consecutive sessions.
3. On the Tennis Courts players must wear appropriate tennis clothing (no vests or singlets are allowed for men) and suitable tennis or sports shoes without heels and with non-marking soles.
4. No glassware or food (including chewing gum) may be taken onto the Tennis Courts.
5. Children under 11 years of age are not permitted to play tennis unless playing with or supervised by a Member, or Spouse thereof, or a sibling who is at least 11 and not yet 26 years of age, or an authorised Club coach.
6. No Guests are permitted to play during Peak Periods and not more than three guests permitted during non Peak Periods (with the exception that single Members may bring one Guest at any time).
7. Children under 16 years of age are not permitted to play tennis during Peak Periods unless they are playing with, or the court is not required by, a Member, Spouse thereof or authorised Club coach.
8. “Peak Periods” for tennis sessions are after 6:00 p.m. on weekdays (Wednesday’s excepted). “Peak Periods” for tennis sessions are after 7.00 p.m. on Wednesday’s.
9. Damage of any kind to any Club equipment in the Tennis Complex must be immediately reported to Management.
10. Professional coaching for players must be arranged only with coaches approved or appointed by Management or the Committee.

4.6 TEN PIN BOWLING

1. All bookings of sessions for Ten Pin Bowling shall be in accordance with the Facility Bookings Bye-laws 4.1.
2. Unless participating in an organised activity as set out in Facility Bookings Bye-law 4.1.14, and subject to Facility Bookings Bye-law 4.1.17, a player may not bowl for more than two consecutive sessions.
3. When bowling players must wear appropriate clothing (no vests or singlets are allowed for men) as well as bowling shoes (which are provided, if required), and socks.
4. No glassware, food, or beverage (including chewing gum) may be taken onto the wooden playing surface in front of the seated area.

5. Children under 11 years of age are not permitted to bowl unless playing with or supervised by a Member, or Spouse thereof, or a sibling who is at least 16 years of age, or an authorised Club coach.
6. Damage of any kind to any Club equipment in the Ten Pin Bowling Complex must be immediately reported to Management.
7. Professional coaching for players must be arranged only with coaches approved or appointed by Management or the Committee.
8. A standard set of rules for bowlers is provided within the Ten Pin Bowling Complex which must be adhered to at all times.

4.7 PITCHES AND GREENS

Our Club's Pitches and Greens are dear to the hearts of the sporting Members. All efforts should be made to avoid unnecessary damage to the Pitches and Greens. Spectators are requested not to encroach on the playing surfaces and to leave the Pitches and Greens promptly after games. The Pitches will only be able to be used as a general facility when Management deems conditions to be acceptable.

1. The use of Pitches and Greens shall at all times be subject to any Policy Statements issued by the Committee from time to time.
2. Subject to any Policy Statement, Section-organised or endorsed competitions or activities will ordinarily take priority over all other bookings.
3. A booking sheet is provided at Reception in respect of the Bowling Greens.
4. Children will only be permitted to play on the Pitches or Greens at the sole discretion of Management. When a match is in progress no children will be permitted to play on or near any part of that Pitch or Green.
5. Children under 16 years of age are not permitted to use the Greens unless they are playing under the direct supervision of an adult Member or authorised coach.
6.
 - (a) No person shall be allowed to play on the Greens in footwear other than smooth flat-soled shoes.
 - (b) Appropriate footwear (clean rubber-soled sports shoes) must be worn on the Astro Pitch. Metal studs are not permitted.

- (c) Appropriate footwear must be worn on the Main Pitch; such appropriate footwear would be football/rugby studded boots or moulded studded boots or hockey type moulded studded astro shoes.
 - (d) For the avoidance of doubt, flat soled shoes or training shoes are not permitted to be worn on the Main Pitch.
 - (e) Management will have the final decision and will be the final arbiter in respect of any footwear that may be utilised on any of the Pitches or Greens.
7. No food or drink is to be taken onto any part of the playing area of the Main Pitch, Astro Pitch or the Indoor Bowling Green unless authorised by Management. Water, however, may be consumed on the playing area of the Main Pitch and Astro Pitch.
 8. Horseplay is strictly prohibited on the Greens and no person may act in a fashion likely to cause damage to such Greens.
 9. No person shall interfere with any Pitch-side advertising hoardings/safety barriers.
 10. In the event of inclement weather, or other relevant factors, Management may close any of the Pitches or Greens without notice.
 11. Smoking is not permitted on any part of the Main Pitch, Astro Pitch or their immediate surrounds. Smoking is also not permitted on the Outdoor Green, but it is allowed around the immediate surrounds of the Outdoor Green.

4.8 SPORTS HALL

1. Players participating in organised sports in the Sports Hall must wear non-marking sports shoes and appropriate sportswear, provided that a relaxed dress code shall apply to persons taking part in casual recreational activities.
2. The wearing of street shoes is not permitted in the Sports Hall (unless the protective floor covering is in place) at any time.
3. Baby carriages of any description are not permitted in the Sports Hall without the prior consent of Management.
4. No food or drink is permitted in the Sports Hall other than as may be arranged by Management.
5. Children under 9 years of age must be accompanied during games and activities at all times by an adult, or a sibling who is at least 12 years of age.
6. Guests and children thereof using the Sports Hall must be accompanied at all times by a Member, or Spouse or Child (of at least 16 years of age) thereof.

7. Only sporting equipment appropriate to the games or activities being played may be used in the Sports Hall. No Club equipment may be removed from the Sports Hall.
8. Subject to any Policy Statement, Management shall control all bookings for the Sports Hall.

4.9 SPORTS THEATRE

- 1.1 The Sports Theatre is a multi-use facility.
- 1.2 Accordingly, special Bye-laws do not exist for the Sports Theatre, but Bye-laws in respect of other facilities or rules for a particular activity (dependent on the type of activity in progress) will be applicable from time to time.

4.10 CHANGING ROOMS

1. Soiled boots (or other soiled footwear) must not be worn in the Changing Rooms.
2. The washing of footwear in the showers or hand basins is not permitted.
3. Club towels shall always remain the property of the Club. Large towels must not be removed from the Changing Rooms and small towels must be returned to the appropriate bins in the Changing Rooms.
4. Spitting, urinating or the release of any other bodily fluids or matter in the showers is strictly prohibited.
5. Children are not permitted in Changing Rooms designated for the opposite sex if they exceed the height guidelines (where installed) located at the entrance to such Changing Rooms or if they are of 7 years of age or over.
6. The Club's Changing Rooms may be used by Guests in conjunction only with the use of the Club's sporting facilities or Club events.
7. Glassware and the consumption of food are not permitted in the Changing Rooms.
8. The use of portable telephones (with built-in camera, or otherwise), Personal Digital Assistants (with built-in camera, or otherwise), cameras or similar devices (with built-in camera, or otherwise) within the confines of the Changing Rooms shall be absolutely prohibited in any mode.

4.11 MALE AND FEMALE SAUNA AND STEAM ROOMS

1. All users must shower prior to entering the Rooms.
2. No children under 16 years of age are permitted in the Rooms.

3. All users should be properly attired in a manner that is non-offensive to other users (swim suit or towels).
4. No food or drinks are permitted in the Rooms.
5. The use of portable telephones, cameras or similar devices (in any mode) is prohibited in the Rooms.
6. Users with open wounds or skin infections are not permitted to use the Rooms. Personal “grooming”, which is the application of skin or hair products and/or the removal of facial/bodily hair, is also prohibited within the Rooms.
7. Users with medical or health problems and pregnant women are recommended to consult a physician before using the Rooms.
8. Use of the Rooms is prohibited while under the influence of alcohol or drugs.
9. Members, Family Members and Guests using the Rooms must abide by signage posted in the area.
10. For safety reasons, do not use the Sauna and Steam Rooms for more than 30 minutes.
11. Please exercise safety when using the Sauna and Steam Rooms. The Club accepts no responsibility for any accidents to any user of the Rooms under any circumstances whatsoever.

4.12 FITNESS CENTRE

Most of these Bye-laws relate to safety, hygiene or courtesy.

Users of the Fitness Centre should always be aware of the dangers posed by incorrect use of the equipment and should learn to use equipment in a manner appropriate to their physical ability and medical condition. Members are reminded that use of the Fitness Centre is at their own risk and that the Club will not be responsible for any accident or injury, however caused.

Children of 14 years of age and over are encouraged to use the Fitness Centre, when properly trained, but are requested to give priority to elders when using the equipment during busy periods.

1. All persons must sign the Attendance Record on entry to the Fitness Centre.
2. No Guests are permitted in the Fitness Centre.
3. Children under 14 years of age are not permitted in the Fitness Centre at any time.
4. Children between 14 and 17 years of age (inclusive) may use the Fitness Centre (except between 6:00 p.m. and 8:30 p.m. Monday to Friday) on completion of a Junior Programme with a Club Fitness Instructor.
5. All persons in the Fitness Centre must follow the directions of the Staff at all times.

6. No unauthorised person is permitted in the Fitness Centre Office.
7. All persons using the Fitness Centre must be appropriately attired.
8. Persons who are suffering from infectious or contagious diseases are not permitted to use the Fitness Centre.
9. No person is permitted to use any aerobic machine (treadmills, steppers, cross trainers, bikes, rowers, etc.) for more than the time stipulated by Management (which will be notified to Members from time to time) if others are waiting to use it.
10. No person shall rest on any resistance machine between sets if others are waiting to use it.
11. Persons using free weights (dumb-bells, barbells, etc.) must return them to the correct racks after use.
12. No person is permitted to use free weights in conjunction with the use of aerobic machines.
13. Persons using machines and equipment must wipe down such machines and equipment with a towel after use.
14. Towels supplied in the Fitness Centre are to be used only in the Fitness Centre (for personal use and wiping down machines and equipment), must not be removed from the Fitness Centre and are to be placed in the bin provided after use.
15. Baggage is not permitted in the Fitness Centre.
16. Glassware and the consumption of food are not permitted in the Fitness Centre.

4.13 SWIMMING POOL COMPLEX

Most of these Bye-laws are necessitated by concerns for safety or hygiene.

Swimming pools are inherently dangerous areas, particularly for children, and notwithstanding the presence of lifeguards, the need for constant supervision of children by parents cannot be overstated.

Although the Pools and Jacuzzis are chlorinated, Members are expected to take all steps possible to ensure hygiene standards are not compromised. Members, Family members and Guests should shower before entering the Pools or Jacuzzis and not permit soiled clothing or the release of any bodily fluids or matter into them. It should be noted that the Jacuzzis are heated to a much higher temperature than the Pools and that the chlorine levels are also much higher. As such, it is felt that total body submergence in the Jacuzzis is not advisable and that, young children should not use the Jacuzzis.

1. Members and Family members must produce their Membership Cards upon entering the Swimming Pool Complex. Entry must be through the Swimming Pool Complex gate, and not via the Coffee Shop Patio.

2. Poolside towels must be signed for upon entry to the Swimming Pool Complex and must be returned and signed out upon leaving (failure to do so shall render the Member concerned liable to pay a fine as set out in Appendix IV).
3. No Guests may use the Swimming Pool Complex during weekends and public holidays, or on weekdays after 6:00 p.m. and, at other times, no more than three Guests are permitted (with the exception that single Members may bring one Guest at any time).
4. All persons changing to use (or after using) the Swimming Pool Complex, including babies and children, must change in the Changing Rooms (or cabanas) and, when wearing predominantly swimwear only, shall enter and exit to and from the Swimming Pool Complex by the external doors of the Second Floor Changing Rooms.
5. The minimum dress requirement at all times for all persons in the Swimming Pool Complex shall be appropriate swimwear. Babies and young children must wear swimwear or nappies/diapers in the Swimming Pool Complex at all times, but leakproof swimwear (not nappies/diapers) must be worn by babies and young children who are not toilet trained when using the Pools. Babies' nappies/diapers must not be changed on tables.
6. All persons must follow the directions of the lifeguards at all times and be familiar with and obey the rules and signage for the Swimming Pool Complex.
7. No person suffering from open sores, skin diseases or other ailments of a comparable nature may enter the Pools or Jacuzzis.
8. Children under 11 years of age must be supervised by an adult at all times and, except for events and functions designated by Management, such children must leave the Swimming Pool Complex by 7:00 p.m.
9. Children who are not competent swimmers may not enter or remain in the Main Pool unsupervised. The lifeguard may not be designated as the supervisor for the purposes of this Bye-law.
10. Children of 8 years of age and over are not permitted to use the Children's Pool and/or the Children's Pool slide. The lifeguards may at their discretion close the Children's Pool slide at any time.
11. Children under 11 years of age are not permitted to use the Jacuzzis.
12. Children under 18 years of age are not permitted on the upper Sundeck.
13. Running, chasing, pushing, horseplay, climbing on landscaping features or other inappropriate or offensive conduct is not permitted in the Swimming Pool Complex.
14. The throwing of balls or other objects and the use of water propelling devices within the Swimming Pool Complex is not permitted.
15. No objects, other than appropriate goggles, armbands and flotation rings, may

be taken into the Main Pool without the consent of Management (and during periods when the Main Pool is not crowded, such consent will be favourably considered).

16. Eating or drinking at or near the edge of the Main Pool, Children's Pool(s) Area or within the Jacuzzi area is not permitted.
17. Smoking is only permitted at the Sun deck and the covered area of the Pool deck at the right-hand side by the racetrack.
18. Glassware is not permitted in the Swimming Pool Complex.

4.14 CHILDREN'S PLAYROOMS

Our Children's Playrooms are popular venues and, in the interest of safety, care must always be taken to avoid over-crowding at peak times. Members are requested to sign in and, if required, show their Cards to Staff members upon request.

The Playrooms are for our young children only, but care should be taken to ensure that older, larger or more exuberant children are aware of the safety of small children. Members are reminded that they are under a duty to ensure their children are properly supervised (and must personally supervise their Guests' children) at all times in accordance with these Bye-laws.

In particular, Members must not despatch their Children to the Playrooms under the sole care of a Secondary Carer (unless Bye-law 5 applies).

1. Only children who are 8 years of age or under are permitted to use the facilities and equipment in the Children's Playrooms.
2. Children permitted to use the Children's Playrooms must be accompanied at all times by a Member, or Family member who is at least 12 years of age, or (in the circumstances where Bye-law 5 applies) a Secondary Carer.
3. Parents of children, of 4 years of age and above, using the Children's Playroom adjacent to the Family Lounge Bar, may leave them unattended in the playroom as long as they remain in the Family Lounge Bar and remain in visual contact at all times. The children will remain the responsibility of the parent(s) at all times.
4. Guests and children thereof using the Children's Playrooms must be accompanied at all times by a Member or Family Member (of at least 16 years of age) except where Bye-law 3 applies.
5. Secondary Carers are not permitted in the Children's Playrooms unless they are the bearer of a Guardian's Card and are supervising a sibling or siblings of any Child under their care (in the absence of both parents) who is at that time attending a coaching programme, activity or class. This does not apply to the Children's Playroom adjacent to the Family Lounge.
6. Secondary Carers who have Green Guardian's Card can take Member's children and their siblings (in the absence of both parents) to the Children's Playroom, adjacent to the Sports Hall, for one hour from the time an activity class/ programme finishes which one of the Children has attended in the Club. In order to be able to do this the Secondary Carer(s) will be required to sign in and show their Green

Guardian's Card to Staff Members at the Sports Desk on the 1 /Fl. This does not apply to the New Playroom adjacent to the Family Lounge Bar and Bowling Alley on the 1/Fl.

7. No equipment may be removed from the Children's Playroom and the plastic balls must not be moved from the ball-pit.
8. Glassware and the consumption of food or drink are not permitted in the Children's Playroom.
9. Members and Children (of at least 16 years of age) of such Members may invite up to a maximum of 3 Guests into the Children's Playrooms.

4.15 SNOOKER ROOM

1. The snooker tables may only be booked by Members (except Junior Associates under 16 years of age), or Spouses or Children (of at least 16 years of age).
2. Guests are not permitted to play unless playing with a person eligible to book.
3. Not more than three Guests may be brought into the Snooker Room.
4. Children of at least 11 and not yet 16 years of age are not allowed in the Snooker Room, or to play, unless accompanied by a parent.
5. Reservations to play may be made on the booking sheet at the Lounge up to one week in advance. Reservations may be made in person or by telephone to Reception. The reservation period is one hour and only one session may be reserved in any half day by one person, except that in Club competition games, persons may be eligible to book more than one session as advised in the competition rules.
6. Any person who has booked a table and has not taken up the reservation within ten minutes of the allotted time shall forfeit the table.
7. Snooker and billiard balls will be kept behind the bar in the Lounge and will be issued to the person who has made the reservation only on production of their Membership Card, which will be retained by the bar Staff during the reservation period. Snooker and billiard balls must be returned to the bar in the Lounge after play.
8. Tables may not be reserved for practising alone, which is only permitted when there are no other persons waiting to play.
9. The officially published General Rules of Billiards and Snooker will be displayed in the Snooker Room and will apply to all games played therein unless otherwise agreed.
10. Drinks in the Snooker Room must not be placed on or held over the tables.
11. No food is permitted in the Snooker Room, unless by prior arrangement with Management.
12. Damage of any kind to the tables or other items of equipment must be immediately reported to Management.

4.16 MOVIE AND BOOK LIBRARY

1. GENERAL RULES

- (a) Members may join the Book Library and/or the Movie Library (the “Library”) upon completion of the relevant application form. Monthly Subscriptions at rates determined from time to time by the Committee will be debited to the Member’s Account.
- (b) Children who have not reached 11 years of age are allowed in the Library but must be accompanied at all times by an adult.
- (c) Children are not permitted to borrow videos or DVDs which are legally denied to them. Children who have reached 11 years of age are permitted to borrow books from the “Adult Section” with their parent’s written consent.
- (d) Rules, as determined from time to time by the Committee, relating to such matters as standard borrowing periods and numbers of items which may be borrowed must be observed at all times.
- (e) All borrowed items must be returned on or before the due date, after which a fine will be debited to the Member’s Account. Items not returned within one calendar month after due date may be regarded as lost and full replacement cost plus the fine incurred may be debited to the Member’s Account.
- (f) Any damage to any borrowed item for which a Member is deemed responsible may incur a replacement charge to be debited to the Member’s Account. If a report is made and subsequent investigation indicates that the Member concerned may not be responsible, consideration will be given to waiving all or part of such charge.
- (g) Reference books and magazines may not be removed from the Library.
- (h) No Library items may be reserved.
- (i) No food or drink is to be taken into the Library.
- (j) Swimming or soiled sports attire must not be worn in the Library.

2. MOVIE LIBRARY RULES

Joining and Membership Information.

- (a) The Monthly Subscription for membership of the Movie Library for each Account holder (i.e. Family) shall be set out in Appendix IV.
- (b) Each Account holder (i.e. Family) is entitled to withdraw Videotapes or DVDs to a combined maximum of four items at any one time, of which only a combined maximum of two Videotapes or DVDs with a shelf release date of less than three months can be withdrawn at any one time.

- (c) Children of Account holders who are at least 11 years of age (up to 16 years of age) must have written authority from their parent to withdraw Videotapes/DVDs. Only those 18 years of age or above may withdraw Videotapes/DVDs classified by the Movie Library staff as suitable for adult viewing only.
- (d) Videotapes or DVDs with a shelf release date of less than three months may be retained for three days only and all others for seven days. The return date will be printed on the receipt. No extensions will be permitted.
- (e) Fines will be charged for overdue Videotapes or DVDs at the daily rates determined from time to time by the Committee and set out in Appendix IV hereto. Videotapes/DVDs will be deemed returned on time if they are in the drop box by the time of opening of the Movie Library on the day following the due date for return.

3. BOOK LIBRARY RULES

Joining and Membership Information.

- (a) The Monthly Subscription for membership of the Book Library for each Account Holder (i.e. Family) shall be set out in Appendix IV.
- (b) Each Member and Family member is entitled to borrow up to three books at any one time.
- (c) The standard period of borrowing is two weeks but an extension of two weeks may be granted upon application.
- (d) A second extension period is not permitted.
- (e) A chit will be issued for every borrowing transaction, recording the titles borrowed, and date of return.
- (f) Fines at the rate set out in Appendix IV will be levied for each overdue book.

4. GUIDELINES FOR COMPUTER USE IN THE LIBRARY

- (a) The computers are provided for use by Members, Family members and their Guests. Children under 11 years of age must be accompanied by an adult.
- (b) Membership Cards must be shown to Library Staff and the Usage Register must be signed before using a computer.
- (c) A computer may be used for up to 30 minutes only. However, if no other person is waiting to use a computer, then the user may continue to use that computer until such time as another person signs onto the Usage Register.

- (d) A computer may not be used for Internet Games or accessing any Internet sites that contain pornography, foul and/or abusive language or any other sites that may be offensive to other users of the Library.
- (e) Library Staff shall have absolute authority to terminate usage of a computer at any time if, in their opinion, the computer is not being used in a proper manner.

4.17 HAPPY VALLEY RACE BOX

1. Tables in the Race Box may be booked up to one month in advance of a race meeting by completion of a Booking Form available at Reception.
2. Members and Family members may only invite Guests to the Race Box in accordance with the restrictions set out in the Guests Bye-laws (viz., up to four local Guests. Overseas or additional Guests shall be at the discretion of Management).
3. All Members, Family members and Guests must be at least 18 years of age and must register with the Duty Supervisor on entering the Race Box.
4. All Members, Family members and Guests using the Race Box will be required to pay a Food and Beverage charge as set out on the Booking Form.
5. Any cancellation must be made by advising Reception 72 hours in advance of the race meeting concerned, otherwise the Food and Beverage charge (and any other charges incurred) will be debited to the account of the defaulting Member.
6. Any table booked in the Race Box must be occupied no later than the second race, otherwise the table may be reallocated to any waiting Member (or Family member) and, in any event, the Food and Beverage charge (and any other charges incurred) will be debited to the account of the defaulting Member.
7. The minimum dress requirement for the Race Box must accord with Hong Kong Jockey Club requirements which are: "Club Casual" ie shirts, sports shirts with collars or turtle necks for men and a comparable standard of dress for women. Blue denim jeans, T-shirts, track-suits, singlets (including sleeveless T-shirts), shorts, overalls, shoes for sports and flip-flops are unacceptable forms of dress. The Duty Supervisor will refuse admission to any Member, Family member or Guest not suitably dressed.

4.18 LOTUS HILL GOLF RESORT

The following Rules shall comprise the Lotus Hill Golf Resort Bye-laws:-

1. The ten (10) rotational HKFC Memberships in Lotus Hill Golf Resort permit any ten (10) HKFC Golf Society Members (“GS Members”) on any day to be designated as Nominees to use the HKFC Golf Membership Account Cards relative to the Memberships. Each Nominee may be accompanied by up to three (3) Playing Guests. In addition, each married Nominee is entitled to a “Spouse Card” which confers on the spouse the same rights and obligations as the Nominee (with the exclusion of the right to take Playing Guests). Eligibility to play golf shall at all times be subject to conditions set out in the Lotus Hill Golf Resort Rules and Regulations and by any restrictions set from time to time by Lotus Hill Golf Resort, or the HKFC Golf Society and approved by the General Committee.
2. Playing Guests who are not GS Members shall pay a Standard Fee for weekdays and twice the Standard Fee for weekend days and public holidays or such sums as may be determined from time to time by the Golf Society Committee and agreed to by the General Committee. All Playing Guests shall also be liable to pay Green Fees. Although expenses incurred at Lotus Hill Golf Resort may be “charged” to a Nominee by Lotus Hill Golf Resort, each player shall be responsible to settle their share of such expenses incurred before leaving Lotus Hill Golf Resort.
3. Bookings will be accepted from noon, fifteen (15) weeks prior to a Playing Date until such bookings close in accordance with Rule 5 (a “Booking Period”). During a Booking Period, bookings may only be made by GS Members, and must be made by submission of the appropriate Booking Form containing the details of the GS Member concerned and their Playing Guests (if any) which must be handed in or faxed to Reception. Booking Forms must specify whether HKFC and Lotus Hill Golf Resort are requested to arrange ferry tickets, caddies, trolleys, accommodation, etc. No telephone bookings will be accepted. No GS Member may appear on more than one (1) Booking Form for any Playing Date.
4. Up to five (5) consecutive Playing Dates may be booked at the time of booking the first Playing Date of the consecutive days concerned.
5. Bookings will close at noon fifteen (15) days preceding Playing Dates where the Playing Date is a weekday, or the first Playing Date of any consecutive Playing Dates is a weekday and the consecutive Playing Dates do not run onto a weekend or public holiday. Bookings will close at noon thirty one (31) days preceding Playing Dates where the Playing Date is a weekend or public holiday or any of consecutive Playing Dates is a weekend or public holiday.

Following the closing of the Booking Period all Booking Forms received will be checked and placed in the order received. Memberships will then be allocated one per flight to each booking in the order the Booking Forms have been received for each category until no Memberships remain or all GS Members have been allocated a Membership, whichever occurs first. Therefore, one Membership will be allocated to:

- (i) the Booking GS Member in each flight containing four (4) GS Members.

- (ii) the Booking GS Member in each flight containing three (3) GS Members.
- (iii) the second listed GS Member in each flight containing four (4) GS Members.
- (iv) the second listed GS Member in each flight containing three (3) GS Members.
- (v) the Booking GS Member in each flight containing two (2) GS Members.
- (vi) the third listed GS Member in each flight containing four (4) GS Members.
- (vii) each of the GS Members making an individual booking.
- (viii) the fourth listed GS Member in each flight containing four (4) GS Members.
- (ix) the third listed GS Member in each flight containing three (3) GS Members.
- (x) the second listed GS Member in each flight containing two (2) GS Members.

Any Memberships remaining unallocated after all the above procedures have been carried out, or Memberships becoming available as a result of cancellations under Rule 9, will be available to any GS Member submitting a Booking Form after the closing of the Booking Period (but will not be allocated within twenty four (24) hours after the end of a Booking Period) irrespective of flight size or composition. Bookings for the unallocated Membership can be made up to 2pm on the working day (Monday to Friday excluding public holidays) before the playing day.

6. Memberships will be allocated separately for each Playing Date and may be subject to change to another Nominee during a period of consecutive Playing Dates.
7. The list of Nominees and their Playing Guests for Playing Dates will then be advised by HKFC to Lotus Hill Golf Resort forthwith by the Sports Manager or his appointed representative (the “Co-ordinator”) by fax and tee-off times, booking of ferry tickets, caddies, trolleys, accommodation, etc. will be confirmed to the Nominees. Booking or cancellations made after the end of a Booking Period, and all arrangements in respect of all matters subsequent to a Booking Period, will be made by and through the Co-ordinator only. Nominees may only make contact to Lotus Hill Golf Resort for tee-off times, booking of ferry tickets, caddies, trolleys, accommodation, etc., or changes thereto, through the Co-ordinator.
8. In the event that a Nominee who has been allocated a Membership for a Playing Date cancels their booking after the allocation of Memberships, then that Membership will be re-allocated to the next qualifying GS Member in accordance with Rule 5.
9. Cancellations without penalty will be accepted up to twenty four (24) hours after allocation of Memberships at the end of a Booking Period and may be made by telephone to HKFC Reception. Cancellations made more than twenty four (24) hours after such time, or “no-shows”, will be liable to a Standard Penalty per GS Member per day for weekdays and twice the Standard Penalty per GS Member

per day for weekends and public holidays and all Playing Fees will remain payable (unless there is another GS Member who confirms their availability, with Lotus Hill Golf Resort agreeing to their substitution) together with the cost of all unused ferry tickets and any other charges contracted for at the time of the booking. In addition, if the cancellation or “no-show” is by a Nominee (and no other GS Member holds a Membership in that flight or confirms their availability, with Lotus Hill Golf Resort agreeing to their substitution), the Nominee will become liable to a Penalty of either the difference between any Visitors Fee and any Green Fee payable as a consequence, in respect of each Playing Guest who is permitted to and must play as a Visitor only, or the cost of all ferry tickets and other charges contracted for at the time of the booking if any such Playing Guest does not or is not permitted to play.

10. In the event that a Nominee cancels a booking and no other member of that flight has been or is entitled to be allocated a Membership, then the bookings of all proposed Playing Guests of that person who are not GS Members will also be cancelled. In the event of a “no-show” by a Nominee, the Playing Guests of that person may not be entitled to play other than as Visitors. Cancellations will be deemed to apply to all Playing Dates where consecutive Playing Dates have been booked.
11. Any GS Member who makes a late cancellation on more than three occasions or is a “no-show” on more than two occasions in any one calendar year shall be considered to be in contravention of these Rules and liable to disciplinary action.
12. Any charges becoming payable in respect of playing fees, cancellation penalties, unpaid charges incurred at Lotus Hill Golf Resort and the like which are attributable to a particular flight shall be the responsibility of the person making the booking for that flight irrespective of which member of the flight has incurred such charges.
13. Each Nominee for a Playing Date shall be responsible to produce their own HKFC Membership Card on arrival at Lotus Hill Golf Resort and sign in their Playing Guests as guests at Lotus Hill Golf Resort, to acquaint themselves and such persons with the Lotus Hill Golf Resort Rules and Regulations, to ensure that all charges incurred by themselves or their Playing Guests at Lotus Hill Golf Resort for caddies, trolleys, accommodation, food and beverage and other purchases are settled in cash or by credit card before leaving Lotus Hill Golf Resort, to report to HKFC any “no-shows” or substitutions within their flight and any other flights on the Playing Date concerned and to report to the HKFC Golf Society any improper behaviour or breach of Lotus Hill Golf Resort Rules and Regulations. No Playing Guest maybe substituted for the person named on a Booking Form other than in accordance with these Rules: any Nominee breaching this stipulation may be barred from future use of these Memberships. Nominees shall also be responsible for distribution of ferry tickets acquired by HKFC for any of their Playing Guests who are not HKFC Members.
14. Subject to Lotus Hill Golf Resort Rules and Regulations, GS Members may play in such groups as they wish (provided at least one Nominee is in each group), but the Playing Guests who are not GS Members must be accompanied by the GS Member who is their host. In the event that a Nominee is left as the

sole player in their flight, failing other arrangements, the flight with the highest Membership Account Card number which has a vacant place must accept that person as a Player in that flight (if no vacancy exists, failing other arrangements, at least one player from the 4-ball flight with the highest Membership Account Card number must play with the Nominee affected). Any players wishing to play more than one round on any one day may only do so if they are Nominees or form into a group or groups (not exceeding a 4-ball) inclusive in each case of at least one Nominee, and provided that such extra rounds shall not prejudice the tee-off time for the round for which any Nominee shall have responsibilities towards Playing Guests relating to that Membership.

15. A breach of these Rules or of the Lotus Hill Golf Resort Rules and Regulations by any HKFC Member or their Guest shall be deemed to be a breach of HKFC Bye-laws and actionable accordingly.
16. Playing Fees, Green Fees, Penalties, ferry ticket charges and caddy fees (if contracted for) and any other charges which the Club may be required to pay to Lotus Hill Golf Resort will be debited as appropriate to each HKFC Member's account in respect of their own and their Guests' liabilities. HKFC Members affected by circumstances set out in Rules 9 and 10 in respect of Visitors Fees will have their HKFC account credited as appropriate.
17. The HKFC Golf Society may block book any Playing Dates for tournaments or matches at any time provided that a minimum one month's notice is given to any GS Member that has already submitted a Booking Form for that Playing Date.
18. Coaching for players must be arranged only with coaches approved or appointed by the General Committee in conjunction with Lotus Hill Golf Resort.
19. All persons utilising these Memberships, whether as Nominee, Playing Guest or otherwise, do so at their own risk. HKFC will not be responsible for any injury, accident, damage or loss to persons utilising these Memberships and Lotus Hill Golf Resort or whilst travelling to or from Lotus Hill Golf Resort.

APPENDIX I

SUMMARY OF KEY DATES

	Booking Open	Booking Close	Subsequent Bookings Closing
Weekday	15 weeks before	15 days before	2pm on the working day before
Weekends/ Public Holidays	15 weeks before	31 days before	2pm on the working day before

4.19 MACAU GOLF & COUNTRY CLUB

The following Rules shall comprise the Macau Golf & Country Club Bye-laws:-

1. The eight (8) rotational HKFC Memberships in Macau Golf & Country Club permit any eight (8) HKFC Golf Society Members (“GS Members”) on any day to be designated as Nominees to use the HKFC Golf Membership Account Cards relative to the Memberships. Each Nominee may be accompanied by up to three (3) Playing Guests. Eligibility to play golf shall at all times be subject to conditions set out in the Macau Golf & Country Club Rules and Regulations and by any restrictions set from time to time by Macau Golf & Country Club, or the HKFC Golf Society and approved by the General Committee.
2. Playing Guests who are not GS Members shall pay a Standard Fee for weekdays and twice the Standard Fee for weekend days and public holidays or such sums as may be determined from time to time by the Golf Society Committee and agreed to by the General Committee. All Playing Guests shall also be liable to pay Green Fees. Although expenses incurred at Macau Golf & Country Club may be “charged” to a Nominee by Macau Golf & Country Club, each player shall be responsible to settle their share of such expenses incurred before leaving Macau Golf & Country Club.
3. Bookings will be accepted from noon, fifteen weeks (15) prior to a Playing Date until such bookings close in accordance with Rule 6 (a “Booking Period”). During a Booking Period, bookings may only be made by GS Members, and must be made by submission of the appropriate Booking Form containing the details of the GS Member concerned and their Playing Guests (if any) which must be handed in or faxed to Reception. No telephone bookings will be accepted. No GS Member may appear on more than one (1) Booking Form for any Playing Date.
4. Only one (1) Playing Date may be booked at the time of booking. Bookings for multiple Playing Dates will be considered void.
5. Memberships can only be allocated to the same Nominee to a maximum of twelve (12) weekend Playing Dates in any calendar year. Any GS Member taking in excess of this limit shall become liable to a Penalty equivalent to a weekend guest green fee at Macau Golf & Country Club at the rates current on the Playing Date for which the Membership was taken in addition to any other charges incurred in accordance with these Rules.
6. Bookings will close at noon thirty five (35) days preceding Playing Dates where the Playing Date is a weekday, or the first Playing Date of any consecutive Playing Dates is a weekday and the consecutive Playing Dates do not run onto a weekend or public holiday. Bookings will close at noon fourteen (14) days preceding Playing Dates where the Playing Date is a weekend or public holiday or any of consecutive Playing Dates is a weekend or public holiday.

Following the closing of the Booking Period all Booking Forms received will be checked and placed in the order received. Memberships will then be allocated one per flight to each booking in the order the Booking Forms have been received for each category until no Memberships remain or all GS Members have been allocated a Membership, whichever occurs first. Therefore, one Membership will be allocated to:

- (i) the Booking GS Member in each flight containing four (4) GS Members.
- (ii) the Booking GS Member in each flight containing three (3) GS Members.
- (iii) the second listed GS Member in each flight containing four (4) GS Members.
- (iv) the second listed GS Member in each flight containing three (3) GS Members.
- (v) the Booking GS Member in each flight containing two (2) GS Members.
- (vi) the third listed GS Member in each flight containing four (4) GS Members.
- (vii) each of the GS Members making an individual booking.
- (viii) the fourth listed GS Member in each flight containing four (4) GS Members.
- (ix) the third listed GS Member in each flight containing three (3) GS Members.
- (x) the second listed GS Member in each flight containing two (2) GS Members.

Any Memberships remaining unallocated after all the above procedures have been carried out, or Memberships becoming available as a result of cancellations under Rule 10, will be available to any GS Member submitting a Booking Form after the closing of the Booking Period (but will not be allocated within twenty four (24) hours after the end of a Booking Period) irrespective of flight size or composition. Bookings for the unallocated Membership can be made up to 2pm on the working day (Monday to Friday excluding public holidays) before the playing day.

- 7. After being allocated a Membership, the member needs to contact Macau Golf & Country Club via fax or e-mail to book a tee off time. The booking should be made (Monday to Friday excluding public holidays) at least one day before the playing day.
- 8. Memberships will be allocated separately for each Playing Date and may be subject to change to another Nominee during a period of consecutive Playing Dates.
- 9. Nominees shall each be responsible for arranging all tee-off times, ferries, club carts etc. HKFC will not make any arrangements other than the allocation of the Memberships and notification of Nominees and their Playing Guests for Playing Dates to Macau Golf & Country Club.
- 10. In the event that a Nominee who has been allocated a Membership for a Playing Date cancels their booking after the allocation of Memberships, then that Membership will be re-allocated to the next qualifying GS Member in accordance with Rule 6.
- 11. Cancellations without penalty will be accepted up to twenty four (24) hours after opening of tee-off time booking procedures for the Playing Date and may be made by telephone to HKFC Reception. Cancellations made more than twenty four (24) hours after such time, or “no-shows”, will be liable to a Standard

Penalty per GS Member per day for weekdays and twice the Standard Penalty per GS Member per day for weekends and public holidays and all Playing Fees will remain payable (unless there is another GS Member who confirms their availability, with Macau Golf & Country Club agreeing to their substitution) together with any other charges contracted for at the time of the booking. In addition, if the cancellation or “no-show” is by a Nominee (and no other GS Member holds a Membership in that flight or confirms their availability, with Macau Golf & Country Club agreeing to their substitution), the Nominee will become liable for the cost of all relevant charges incurred by the Playing Guest if any such Playing Guest is not permitted to play or is charged more to play.

12. In the event that a Nominee cancels a booking and no other member of that flight has been or is entitled to be allocated a Membership, then the bookings of all proposed Playing Guests of that person who are not GS Members will also be cancelled. In the event of a “no-show” by a Nominee, the Playing Guests of that person may not be entitled to play.
13. Any GS Member who makes a late cancellation on more than three occasions or is a “no-show” on more than two occasions in any one calendar year shall be considered to be in contravention of these Rules and liable to disciplinary action.
14. Any charges becoming payable in respect of playing fees, cancellation penalties, unpaid charges incurred at Macau Golf & Country Club and the like which are attributable to a particular flight shall be the responsibility of the person making the booking for that flight irrespective of which member of the flight has incurred such charges.
15. Each Nominee for a Playing Date shall be responsible to produce their own HKFC Membership Card on arrival at Macau Golf & Country Club and sign in their Playing Guests as guests at Macau Golf & Country Club, to acquaint themselves and such persons with the Macau Golf & Country Club Rules and Regulations, to ensure that all charges incurred by themselves or their Playing Guests at Macau Golf & Country Club for carts, trolleys, food and beverage and other purchases are settled in cash or by credit card before leaving Macau Golf & Country Club, to report to HKFC any “no-shows” or substitutions within their flight and any other flights on the Playing Date concerned and to report to the HKFC Golf Society any improper behaviour or breach of Macau Golf & Country Club Rules and Regulations. No Playing Guest may be substituted for the person named on a Booking Form other than in accordance with these Rules: any Nominee breaching this stipulation may be barred from future use of these Memberships.
16. Subject to Macau Golf & Country Club Rules and Regulations, GS Members may play in such groups as they wish (provided at least one Nominee is in each group), but the Playing Guests who are not GS Members must be accompanied by the GS Member who is their host. In the event that a Nominee is left as the sole player in their flight, failing other arrangements, the flight with the highest Membership Account Card number which has a vacant place must accept that person as a Player in that flight (if no vacancy exists, failing other arrangements, at least one player from the 4-ball flight with the highest Membership Account Card number must play with the Nominee affected).

Any players wishing to play more than one round on any one day may only do so if they are Nominees or form into a group or groups (not exceeding a 4-ball) inclusive in each case of at least one Nominee, and provided that such extra rounds shall not prejudice the tee-off time for the round for which any Nominee shall have responsibilities towards Playing Guests relating to that Membership.

17. A breach of these Rules or of the Macau Golf & Country Club Rules and Regulations by any HKFC Member or their Guest shall be deemed to be a breach of HKFC Bye-laws and actionable accordingly.
18. Playing Fees, Green Fees, Penalties and any other charges which the Club may be required to pay to Macau Golf & Country Club will be debited as appropriate to each HKFC Member's account in respect of their own and their Guests' liabilities. HKFC Members affected by circumstances set out in Rules 10 and 11 in respect of Visitors Fees will have their HKFC account credited as appropriate.
19. The HKFC Golf Society may block book any Playing Dates for tournaments or matches at any time provided that such booking is made prior to the opening of the Booking Period for that Playing Date.
20. Coaching for players must be arranged only with coaches approved or appointed by the General Committee in conjunction with Macau Golf & Country Club.
21. All persons utilising these Memberships, whether as Nominee, Playing Guest or otherwise, do so at their own risk. HKFC will not be responsible for any injury, accident, damage or loss to persons utilising these Memberships and Macau Golf & Country Club or whilst travelling to or from Macau Golf & Country Club.

APPENDIX I

SUMMARY OF KEY DATES

	Booking Open	Booking Close	Subsequent Bookings Closing
Weekday	15 weeks before	35 days before	2pm on the working day before
Weekends/ Public Holidays	15 weeks before	14 days before	2pm on the working day before

5. SECTIONS, DESIGNATED SPORTS ASSOCIATIONS AND SOCIETIES

1. All Sections, all Designated Sports Associations and all Societies must have their own bye-laws, which shall be approved by the Committee, and these are published under separate cover. Copies of such bye-laws are available at Reception. A breach of Section, Designated Sports Association or Society bye-laws shall be deemed to be a breach of these Bye-laws.
2. The relevant Section, Designated Sports Association or Society shall be responsible for the conduct of any mini or junior sports, or programme, participants (and their family members or friends) whilst using the facilities of the Club in relation to the activities for which that Section, Designated Sports Association or Society is responsible.
3. The Sections, Designated Sports Associations and Societies to which Bye-laws 1 and 2 apply are set out in Appendix II.

APPENDIX I

ASSOCIATE MEMBERSHIP CATEGORIES

The following shall constitute the categories of individuals eligible for admission as Associate Members:

1. Lady Associate (a closed category)
2. Junior Associate
3. Club Manager Associate
4. Sports Subscriber Associate
5. Sports Debenture Associate
6. Sports Preferred Associate
7. Consular Associate
8. Family Member Associate
9. Overseas Corporate Associate

Further details as to these categories, and the methods and procedures for admission as an Associate Member, are contained in the relevant Policy Statements published herewith (which shall be deemed to form part of this Appendix) and/or posted on the Club Notice Board.

APPENDIX II

SECTIONS

The Hockey Section
The Lawn Bowls Section
The Rugby Section
The Soccer Section
The Squash Section

DESIGNATED SPORTS ASSOCIATIONS

The Netball Division

SOCIETIES

The Badminton Society
The Basketball Society
The Golf Society
The Swimming Club
The Tennis Society

APPENDIX III

SCHEDULE OF EXEMPT FACILITIES (ARTICLE 6.2)

Normal use by Sections, Designated Sports Associations or Societies of:

- a) the Pitches
- b) the Greens
- c) the Squash Centre
- d) the Sports Hall (for training and/or competition)
- e) the Meeting Rooms

APPENDIX IV

TABLE OF FEES, CHARGES, FINES AND PENALTIES

Absent Membership

Fee for enrolment on Absent Members' List: (equivalent to three times the appropriate monthly subscription) \$5,700

(Junior Associates 21-28 years of age - \$2,280; under 21 years of age - \$300)

Daily Fee (for Club usage): \$62 (for first 60 days each year; thereafter Monthly Subscription applies)

Daily Rates for Absent Junior Associates:

Junior Junior (i.e. under 21 years of age) - \$25 per week or part thereof to a maximum of \$100 pcm

Senior Junior (i.e. 21 to 28 years of age) - \$25 per day to a maximum of \$760 pcm

Badminton, Squash, Tennis, Ten Pin Bowling and Golf Simulators

Standard Fine Tariff:

Late Cancellation (Non-Peak Period): \$50

Late Cancellation (Peak Period): \$100

No-Show: \$150

Booking Abuse: \$200

Book Library

Monthly Subscription: \$50

Overdue Fine: \$2 per day

Car Parking

Fee for Car Park Label:

Vehicles - \$690 per month (minimum 3 months)

Motorcycles - \$100 per month (minimum 3 months)

Fee for Business Parking Label:

Vehicles - \$2,000 per month (minimum 3 months)

Motorcycles - \$400 per month (minimum 3 months)

(reduces by 25% after 6 months and a further 12 1/2% after 12 months)

Fee for Daily Car Park Label: Nil

Fee for Replacement Label: \$200

Fee for Replacement Car Park Smart Card: \$100

Fines:

Breach of any Car Parking Bye-law - \$200

Plus, if vehicle is immobilised - \$500

Plus, if vehicle is towed away - \$200 (plus towage and recovery costs)

Corporate Subscriberships

Transfer Fee on Sale: \$500,000 per Subscribership

Failure to notify Transfer - Penalty Fee: \$6,000 within 3 months, \$20,000 thereafter

Change of Nominee: \$6,000 per Subscribership

Change of Company Name: \$6,000 per Subscribership

Failure to notify Change of Company Name - Penalty Fee: \$6,000

Leasing Fee: \$6,000 for every 12 months (shared between Corporate Member/lessee)
Leasing Penalty Fee: \$10,000
Failure to notify change of lessee details - Penalty Fee: \$6,000
Re-issuance of Certificate: \$6,000 per Certificate

Entrance Fees and Monthly Subscriptions

Entrance Fees:-

Full Members: Non-sports Preferred: \$500,000
Sports Preferred Members: \$25,000 (subject to satisfactory Commitment arrangements. \$1,000 reduction for Junior Associates, converting to Sports Preferred Associate Membership.)

Monthly Subscriptions:

Full Members, Corporate Members and Associate Members*: \$1,900
*Sports Debenture Associates \$760, and Junior Associates (of 21 to 28 years of age) - \$760; Junior Associates (under 21 years of age) - \$100
*Overseas Corporate Associates: On a case by case basis, up to \$1,000
Life Members and Honorary Members: Nil

Lockers

Fee: \$90 per month
Replacement Key: \$50
Change of Lock: \$100

Lotus Hill Golf Resort and Macau Golf & Country Club

Standard Fee for Playing Guests (non-Golf Society Members):

Daily Fee - \$nil weekdays
- \$nil weekend days and public holidays
Standard Penalty per Golf Society Member per day:
Late Cancellation/No Show - \$100 weekdays
- \$200 weekends and public holidays

Other Charges: Refer to Lotus Hill Golf Resort Bye-laws, Rule 9/ Macau Golf & Country Club Bye-laws, Rule 11

Membership and Dependant Cards

Fee for Replacement Card: \$100
Fee for Change of Sports Subscriber Associate: \$5,000

Partners

Fee for changing a Partner for a Single Member within a two year period of the previous Partner being added to the Member's membership: \$15,000

Fee for changing a Partner for a Single Member from 2 to 5 years of the previous Partner being added to the Member's membership: \$10,000

Fee for changing a Partner for a Single Member after 5 years of the previous Partner being added to the Member's membership: \$5,000

Portable Telephones

Automatic Fine:

Bye-law 3.8.6(a) - \$200

Bye-law 3.8.6(b) - \$200

Bye-law 3.8.6(c) - \$200 (cumulative)

Race Boxes

Guest Badge Fee: HKJC Standard Charge

Members and Guests Charge: The Food & Beverage Charges

Late Cancellation Fee: The Food & Beverage Charges (and any other charge incurred)

Secondary Carers

Guardian's Card Fee: \$50

Fee for Replacement Card: \$50

Swimming Pool Complex and Changing Rooms

Fine for Non-return of Towels: \$50

Movie Library

Monthly Subscription: \$120 (\$300 for first month for new or rejoining Members)

Overdue Fine: \$10 per day for Videotapes and DVDs

Visitors

Daily Fee: \$75

Students \$10

Senior Citizens (aged 60 or over) - \$25

Hong Kong Football Club

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1. INTRODUCTION

A few years before the millennium, the General Committee, with an eye to providing a framework for the future management of the affairs of the Club, established a Standing Sub-committee called the Policy Working Group.

The President, each Vice President and the three principal Officers of the General Committee (the Chairman, the Honorary Secretary, the Honorary Treasurer and the General Manager) comprise the Policy Working Group.

The Policy Working Group solicits views from the other Standing Sub-committees, Management and others and formulates recommended policies for the approval of the General Committee. It also keeps agreed policies under review and makes appropriate recommendations to the General Committee accordingly.

Starting in 1997, when the administration of the Club was set on a path of greater openness and transparency, various General Committees have adopted the Policy Statements set out herein which for the purposes of this document have been re-arranged under headings indicative of subject matter, rather than in the chronological order in which they have evolved.

Policy Statements are not binding on future General Committees but they embody the collective wisdom and experience of past General Committees, and will not be altered lightly. They may continue to be added to and/or amended by future General Committees as the needs of the Club dictate.

Terms and expressions used in these Policy Statements shall bear the same definitions and be subject to the same interpretations as apply to those same terms and expressions in the Bye-laws of the Club (or, otherwise, in the Memorandum and Articles of the Club – “Articles”).

2. ADMINISTRATION

2.1 DIVISION OF RESPONSIBILITIES

The General Committee has agreed the responsibilities that are shared for the successful administration of the Club.

The responsibilities rest with the General Committee, Management, sports Sections, Designated Sports Associations (“DSAs”), Societies and individual Members.

- The General Committee brings to decision and communicates overall policies and advises Management and sports Sections, DSAs and Societies on the implementation of these policies; in accordance with the objectives of the Articles.
- Management and sports Sections, DSAs and Societies are responsible for implementing central policy and developing plans to meet their needs and those of the Members.
- Individual Members have personal responsibility for facilitating policy into practice.

Collective responsibility ensures the future success of the Club.

It is the responsibility of Management and each sports Section, DSA and Society to develop its own values in a manner which best supports its particular mission and aims, and which motivates Members and Staff to give of their best.

Each sports Section, DSA and Society must draw-up their own mission statement and strategic and financial programmes within the General Committee’s policy guidelines. The mission statements and strategic programmes of the sports Sections, DSAs and Societies will assist the Policy Working Group and the General Committee to establish the parameters within which Management, in turn, formulates their strategic plans for the approval of the General Committee.

Guidance for Mission Statements:

VISION ... meaning : - Inspires – The future and our place in it.

MISSION ... meaning : - Directs – What we do to bring our Vision to reality (being accountable, managing performance, developing a culture of service).

VALUES ... meaning : - Guides – Setting the culture through guidelines (what we value).

AIMS ... meaning : - A statement which focuses on the Mission and assists in formulating strategic programmes and identifying strategic challenges.

2.2 GENERAL COMMITTEE (OFFICERS)

1. Authority

The Club is a limited company registered under S.21 of the Companies Ordinance and the Officers are the Directors.

Apart from statutory provisions and common law, the relevant references in the Articles giving guidelines for the authority of the Officers of the Club are in Article 10.01.(c):-

“Each Officer shall have such authority and responsibility in respect of the management and affairs of the Club as set out in the Articles, resolved by the Voting Members in General Meeting or determined by the Committee from time to time acting in accordance with the Articles.”

and in Article 12.2. (Powers of the Committee) and Article 13.2. (Powers of the Sub-committees).

2. Composition

The Officers constitute the General Committee. They comprise:

- (a) the President (nominated by the General Committee);
- (b) the Vice Presidents (positions for up to four), the Chairman, the Honorary Secretary, the Honorary Treasurer and five other persons, all nominated by Voting Members; and
- (c) one person nominated by each Section.

All Officers are Directors of equal standing.

With the exception of the President, the Chairman, the Honorary Secretary and the Honorary Treasurer, all Officers are elected by the Voting Members for a one year term in General Meeting.

3. Eligibility

Eligibility is governed by Article 10.4. (other than for President and Vice President). It should be noted that with reference to eligibility requirements and Article 10.4. (B) (iv), the other categories of Member referred to therein shall be Sports Preferred Associate, Sports Debenture Associate and Family Member Associate.

4. President

The President is an Officer elected by the Voting Members for a three year term, in General Meeting. He or she is expected to be well respected within the Club, of good standing in the community and to have attained high office in his or her business, profession or calling. He or she could have been involved in local government, civic affairs, charitable institutions or bodies affiliated to the Club. He or she need not have obtained high achievements in sport, but a close interest in sport, generally, and being of a sporting ethos, would be important pre-requisites. He or she should have been a Full Member of at least ten years' good standing and be resident in Hong Kong or frequently come to Hong Kong.

5. Vice Presidents

Up to four Vice Presidents may be elected by the Voting Members, in General Meeting. For nomination as a Vice President, a candidate should have fulfilled the following minimum criteria:

- (a) he or she should be a Full Member of at least ten years' good standing and be resident in Hong Kong or frequently come to Hong Kong; and
- (b) he or she should currently hold (or have previously held) a General Committee position; and/or

a position of responsibility in a Section or Designated Sports Association or a Society (or similar) or any Standing Committee of the General Committee or a Standing or non-Standing designated Sub-committee or a recognised Sub-committee of any of the above mentioned entities.

The General Committee has an absolute discretion as to the eligibility of any candidate. The above guidelines are meant to be basic criteria for the General Committee to consider, in addition to the more subjective elements of an individual's potential contribution to the General Committee and/or the Club at large, be it by active participation or by other means.

6. Chairman, Honorary Secretary and Honorary Treasurer

These Officers are elected for a two-year term by the Voting Members in General Meeting. The Chairman and the Honorary Secretary take a lead in liaising on the day to day affairs of the Club.

7. Directors' Duties

Each Officer is a Director of the Club, a company incorporated under Section 21 of the Hong Kong Companies Ordinance.

As an Officer (Director) he or she has statutory, common law and fiduciary duties to the Club, which means he or she must act in the best interests of the Club with respect to the membership as a whole (and the well being of

the Staff) and must not abuse or exceed his or her powers.

8. Confidentiality

There will be times, either by express direction of the Chairman or Honorary Secretary or through common sense, when Officers will be required to treat issues currently under discussion, and other highly sensitive issues, as confidential. This will be the case notwithstanding the desire for greater transparency.

9. Conflicts of Interest

Conflicts of interest are governed by Article 12.9. of the Articles and Section 162 of the Companies Ordinance. The Ordinance requires a material interest, only, to be declared. Failure to do so renders a Director liable to a fine under S.162(3). Under Article 12.9. any (and all) interests (not merely material) relating to a contract or arrangement, proposed or otherwise, with the Club must be declared. As an indication, matters such as involvement in commercial transactions with the Club, whether for retail or wholesale goods (and/or services), Members and family employed as Staff by the Club or any member of family employed by Club consultants or sub contractors, or any service or supply contractual involvement, are all deemed to be interests capable of conflicting with his or her duties as an Officer of the Club. Accordingly, he or she must declare any such interest at the first available meeting of the General Committee.

10. Articles and Bye-laws, etc

All Officers should become familiar with the Articles, Bye-laws and Policy Statements since, in given situations, his or her word will be final. An Officer may be asked from time to time to advise upon the meaning of a particular Bye-law, etc. Officers must be able to clearly explain the general position. Copies of the Articles, Bye-laws and Policy Statements are distributed to all Members. All Officers should become conversant with the Club's Mission Statement and fully understand its meaning.

Officers should be generally aware of what is available within Club Premises and how the Club operates.

11. Removal of Officers

Officers can resign or be disqualified or removed under the provisions of the Companies Ordinance and the Articles (Article 10.9., etc). A replacement may only be co-opted upon an Officer resigning or ceasing to be a Full Member (Article 12.3.) and such replacement must be ratified by an Extraordinary General Meeting within three months of his or her appointment. Co-option is not permitted, though, where an Officer is removed for other reasons or pursuant to S.116C of the Companies Ordinance.

12. General Committee Meetings

- (a) Officers do not have “alternates” so it is important for all Officers to be aware of the dates of future meetings to avoid missing them and possibly breaching the attendance requirement (Article 12.1.). In place of alternates there is provision for observers (non-voting) (Article 12.4. (D)) with the approval of the General Committee.
- (b) Any two Officers, the Chairman or the General Committee as a whole can call a General Committee meeting and the quorum for any such meeting must be a minimum of nine of the Officers, who must remain for the duration of the meeting. Voting will be by simple majority with the Chairman holding a second or casting vote in the event of an equality of votes on any one issue. Alternatively, a circular resolution may be used, which is a resolution signed by all Officers. The General Committee may decide that a matter or matters may be determined by majority vote of General Committee members utilising electronic communication.
- (c) Each Officer (except the President and any Vice President) is expected to attend in person no less than one in every two General Committee meetings (Article 12.11.). Officers may be removed if they do not attend (without reasonable excuse).
- (d) It is expected that Officers should generally take leading or supporting roles in one or more of the Club’s various Sub-committees, in addition to their primary allocated functions.
- (e) Officers should be diligent about submitting reports for upcoming General Committee meetings. Reports must be submitted no later than noon on the Friday before a meeting. These reports will be filed in the General Committee folders. The folders will be available for collection from noon on the Saturday before a Tuesday meeting and Officers must collect and read their folder before the meeting. With the exception of emergencies, and only if a decision is required from the meeting, no matter will be discussed and approved if the above procedure for filing reports has not been observed.

13. Powers

- (a) An Officer is able to and should, where applicable, report breaches of the Articles or Bye-laws, including conduct detrimental to the interests of the Club or unbecoming of a Member (Article 8.2. and Conduct Bye-laws 3.1.1 and 3.1.3) and can refer such matters to the Disciplinary Standing Sub-committee.
- (b) An Officer can immediately suspend a Member or other person, in serious cases, from use of the Club for 14 days (Article 8.2. (B)) pending consideration by the Disciplinary Standing Sub-committee.

- (c) An Officer has the right to demand that a person show their Membership Card, Dependant Card, Temporary Membership Card or Registered Temporary Player Card (Operational Matters Bye-law 2.6) or their Guardian's Card (Secondary Carers Bye-law 3.5.4(b)).
- (d) An Officer can request that Guests be escorted from the Club Premises for inappropriate conduct (Guests Bye-law 3.4.7).
- (e) An Officer (not being directly involved) may cause to be removed from any facility, or the Club Premises, any person in breach of the Conduct Bye-laws (Conduct Bye-law 3.1.5).
- (f) In respect of the application of Bye-laws and other rules, Officers and their Family members and Guests should act by example, but more specifically, Officers should also assist in policing such Bye-laws and rules. Generally however, problems should first be referred to an appropriate Staff member or to Management, where available.
- (g) Officers are not generally empowered to give orders directly to Staff, except in extraordinary situations. The proper avenue is through the Honorary Secretary to the General Manager.

14. Privileges

Officers are entitled to a General Committee Card for identification, use of the Committee Room for Club business and refreshments while engaged in meetings pertaining to Club business.

2.3 SUB-COMMITTEES AND TERMS OF REFERENCE

1. The relationship between General Committee and Sub-committees:

- | | |
|-------------------|---|
| General Committee | <ul style="list-style-type: none"> • establishes Sub-committees to enable it to set strategic directions and to perform its central functions. • provides policy directives and agrees terms of reference and membership of Sub-committees. |
| Sub-committee | <ul style="list-style-type: none"> • provides terms of reference and membership, to meet its needs, for approval. • conducts its business in accordance with policy directives and the agreed terms of reference. • provides strategic advice to General Committee for approval. |

Sub-committees shall report directly to the General Committee.

2. Standing Sub-committees

The following Sub-committees shall be Standing Sub-committees of the General Committee and shall at all times be chaired by an appointed Officer of the General Committee. Terms of reference and membership shall be approved by the General Committee.

(a) Policy Working Group

- Policy Directive : To formulate policies for the decision of the General Committee and to keep agreed policies under review.
- Terms of Reference : To ensure effective and proper implementation of the Club's Mission Statement by :-
- (i) formulating policy directives for the decision of the General Committee; and
 - (ii) keeping agreed policy directives under review and proposing additions and amendments for adoption by the General Committee.

(b) Finance Sub-committee

- Policy Directive : To recommend financial commitments to the General Committee and keep under review all aspects of finance in the Club.
- Terms of Reference : (i) To assist the Honorary Treasurer and Financial Controller in reviewing the Club's annual income and expenditure and capital budgets as prepared by Management for ratification by the General Committee.
- (ii) To advise the Financial Controller on the implementation of the budget and the monitoring of the actual results against budget and take appropriate remedial action, if required.
- (iii) To monitor and review the investment funds held by the Club.

(c) Constitutional Affairs Sub-committee

- Policy Directive : To recommend to the General Committee any amendments to the Articles and Bye-laws, consistent with current Club policies.
- Terms of Reference : (i) To provide continuous review of the Articles and Bye-laws and other rules, as required, and propose additions and amendments for adoption or approval by the General Committee and, if necessary, by the Registrar of Companies and the Members in General Meeting, together with any consequent resolutions.
- (ii) To review the constitution of any Section, Designated Sports Association or Society and any other autonomous body within the Club to ensure it is complementary to the Articles, Bye-laws and Policy Statements of the Club.
- (iii) To liaise with Management on signage and notices to ensure they are complementary to the Articles, Bye-laws and other rules.
- (iv) To advise the General Committee, Sections, Designated Sports Associations, Societies, other autonomous bodies within the Club, Management and other Sub-committees, as required, on matters concerning constitutional affairs.

(d) Development Sub-committee

- Policy Directive : To advise the General Committee on and to oversee matters concerning Section 3. c of the Articles which states:
- “to acquire by purchase, lease or otherwise grounds at Happy Valley or elsewhere and to layout and maintain the same and to build or otherwise provide clubhouses and other usual facilities in connection therewith, and to furnish, modify and maintain the same, and to permit the same and the property of the Club to be used by Members and other persons, either gratuitously or for payment.”
- Terms of Reference : (i) To advise the General Committee

concerning all aspects of the acquisition by purchase, lease or otherwise of the grounds at Happy Valley or of any other land or property that may advance or benefit the interests of the Club and to provide proposals for the same. This includes the provision of new space/facilities and temporary space/facilities to meet the short, medium and long term needs of the Club.

- (ii) To advise the General Committee on all matters relating to the improvement, cultivation and maintenance of all or any parts of the lands or other physical premises of the Club and to oversee the progress of the same. This includes space requirements, common facilities, design of buildings, fit-out, landscaping, etc.
- (iii) To advise the General Committee on all matters pertaining to the permitted use of the Crown Lease of the premises at Happy Valley or of any other premises or land.

(e) Membership Sub-committee

Policy Directive : To recommend to the General Committee the admission of new Members and Corporate Members in accordance with the Articles and Policy Statements of the Club, and the expulsion of (or other sanction against) Members with inadequate commitment, or otherwise, with regard thereto.

- Terms of Reference :
- (i) To be responsible for and monitor the procedures for the admission of new Members, Corporate Members and temporary registered players.
 - (ii) To monitor the commitment of Sports Preferred Members (where applicable) and make recommendations in that respect.
 - (iii) To advise the General Committee on existing membership policies and procedural matters.

(f) Disciplinary Sub-committee

Policy Directive : To take appropriate action, in respect of any complaint, in accordance with Article 8. of the Articles and any Policy Statements of the Club.

Terms of Reference : (i) To ensure discipline is exercised when there is misconduct or other breach of the Articles, Bye-laws or other rules or constitutions of the Club.

(ii) To convene, if necessary, a Disciplinary Panel, following receipt of a written or verbal complaint from an Officer or the General Manager or a reference from the General Committee in respect of any Debt or Infringing Debtor.

(g) Sports & Recreation Sub-committee

Policy Directive : To make recommendations to the General Committee in respect of sporting and recreational activities in the Club and to represent Designated Sports Associations, Societies and other non-Section sports and recreational activities on the General Committee.

Terms of Reference : (i) To facilitate the development of and participation in sporting activities and recreational activities.

(ii) To stimulate the involvement of Members and their families in Section sports, Designated Sports Associations and Societies and other sports and recreational activities.

(iii) To evaluate candidates to be considered by the Membership Sub-committee and General Committee in the category of Sports Preferred Member in respect of recreational sports pursuant to Article 3.11. (B); and, where applicable, as a Sports Subscriber Associate in respect of recreational sports.

(iv) To liaise with Management, Sections, Designated Sports Associations, Societies and other sports and recreational activities in respect of the utilisation of the Club's sports and recreational facilities.

3. Non Standing Sub-committees

Except for Sections, Designated Sports Associations, Societies and other approved autonomous bodies within the Club, whose committee structure shall be in accordance with their approved bye-laws or constitutions, any other committee of Members and/or Management and/or Staff formed for the purposes of planning and facilitating any aspect of the day-to-day operation and management of the Club shall only be established with the approval of the General Committee, who shall also approve its terms of reference and membership. With regard to matters relating to Management and the day to day operation of the Club, the General Manager shall be responsible for proposing to the General Committee the establishment of any advisory Sub-committee, its terms of reference and membership and the General Manager shall report to the General Committee on behalf of such Sub-committees.

2.4 GENERAL MANAGER'S MANDATE

The Mandate in respect of the General Manager is to ensure that a sustainable and clear line of communication is established between your General Committee and Management and that authorities can be properly established and recorded.

1. The General Manager shall at all times faithfully and diligently perform the duties of his appointment or such other duties as the General Committee may from time to time require, and exercise such powers consistent with such duties and subject to such limitations of such duties or from to time otherwise assigned to, vested in or imposed upon him by the General Committee or any Officer of the Club authorised in that capacity by the General Committee.
2. In the discharge of the duties of his appointment and in the exercise of any process conferred upon him, the General Manager shall observe and comply with all resolutions, regulations and directions from time to time made or given by the General Committee.
3. In the discharge of duties of his appointment and in the exercise of any process conferred upon him, the General Manager shall not be obliged to comply with any directive or other instruction of a Member of the Club. The General Manager shall be obliged to comply with any directive or other instruction from an Officer of the Club who is authorised by the General Committee to provide any directive or other instruction to the General Manager. The General Manager shall be advised in writing from time to time by the General Committee of any Officer of the Club authorised in that capacity by the General Committee.
4. The General Manager shall report only to the General Committee or Officer of the Club authorised in that capacity by the General Committee and shall keep the General Committee or any Officer of the Club authorised in that capacity promptly and fully informed of his conduct of the business and affairs of the Club.

5. The General Manager shall require that all employees of the Club observe and comply with the human resource management policy and directives of the General Committee.

2.5 HUMAN RESOURCES MANAGEMENT

In recognition of the need to provide the catalyst and procedural framework for the General Committee and the General Manager to manage the factors necessary for the Club to provide competitive terms of employment for all Staff, the Club's human resources management programmes and key objectives are:

Policy Programme	Key Objective
Performance Management	To ensure the effectiveness of the appraisal process, and to maintain the development aspect of performance management using a competency based approach to training and career development.
Training and Development	To provide management development curricula based on the competency assessment of the target group, and to provide training and development required to bridge identified competency gaps.
Staff Relations	To continue to develop effective working relationships among all Staff and promote the Club's core values.
Manpower Planning	To promote Staff retention and job satisfaction; to communicate clear promotion criteria, and to create and implement a succession plan.
Recruitment	To ensure the Club makes hiring decisions that best fit the needs of the Club.

2.6 SIGNING RIGHTS OF EMPLOYEES

1. Other than the General Manager, the Food and Beverage Manager, the Financial Controller and the Operations and Co-ordination Manager, no employee of the Club shall have signing rights unless with the written approval of the General Committee. From time to time it may be necessary to add to the current list of four Senior Staff. Any approval therefor shall be communicated forthwith to the membership.
2. The acceptance by the Honorary Treasurer of food and beverage or other expenses as a charge against Club revenue shall be subject to the Honorary Secretary's endorsement that the expense has been incurred in the execution

of the employee's respective duties. Any expense not so endorsed shall be a charge to the employee who has incurred the expense.

2.7 ACCEPTANCE OF ADVANTAGES BY EMPLOYEES

This Policy Statement describes the Club's policy on the acceptance of advantages by employees on official duties.

1. The Prevention of Bribery Ordinance

Section 9 of the Prevention of Bribery Ordinance makes it an offence for an employee to solicit or accept an advantage in connection with his work without the permission of the Club. The term "advantage" includes gift, loan, fee, reward, office, employment, contract, service and favour.

2. Soliciting Advantages

An employee of the Club is prohibited from soliciting any advantage from Members, suppliers or any person in connection with the Club's business and operations.

3. Accepting Advantages

Provided that the advantage is not given to influence the performance of their duties, an employee is permitted to accept the following advantages only:

- (a) Advertising or promotional gifts not exceeding HK\$200.00 in value;
- (b) Non-cash gifts not exceeding HK\$200.00 presented to employees attending functions on behalf of the Club;
- (c) Commercial discounts which are equally available to other persons outside the Club.

Employees are not allowed to accept "Lai See" or other gifts during Chinese New Year, Christmas or other festive occasions when gifts are traditionally exchanged. The General Manager shall arrange for "Lai See" and gifts to be deposited by Members in a specially designated container at Reception and/or other designated locations and for authorised voluntary contributions from Members to a general account. "Lai See" and gifts received shall be equally shared and distributed among all employees.

If an employee feels the acceptance could affect the proper discharge of their duties or place them under an obligation to act against the Club's interests, they should decline to accept any advantages. In case of doubt, they should refer the matter to the General Manager for advice and instructions.

4. Entertainment

Although entertainment is an acceptable form of business and social behaviour, an employee should turn down invitations to meals or entertainment that are excessive in nature or frequency, so as to avoid embarrassment or loss of objectivity when conducting Club business. If it is impolite to decline an invitation, an employee might accept, on the understanding that they will be allowed to reciprocate.

5. Outside Employment

If an employee wishes to take concurrent employment, either regular or on a consulting basis, they must seek the prior written approval of the General Manager before accepting the employment.

6. Conflicts of Interest

An employee should avoid engaging in business, investments or activities that might conflict with the Club's interests. An employee must declare to the Club any financial interest, direct or indirect, which they or members of their immediate family may have, in any business or other organisation which competes with the Club or with which the Club has business dealings. All declarations should be made in writing to the General Manager.

7. Handling of Confidential Information

Employees are not allowed at any time to disclose any confidential information to anybody in, or, outside the Club without the permission of the General Manager. It is the responsibility of each employee, who has access to or control of confidential information, to provide adequate safeguards to prevent its abuse or misuse.

8. Loans to and from Suppliers

An employee and their immediate family should not grant or guarantee a loan to, or accept a loan from or through the assistance of any individual or organisation having business dealings with the Club. There is, however, no restriction on normal bank lending.

9. Gambling

Employees are advised not to engage in frequent and excessive gambling of any kind, including games of mahjong, with persons having business dealings with the Club. In social games with Members, contractors or suppliers, an employee must exercise judgment and withdraw from any high stake games.

10. Club Property

Appropriation of Club property by employees for personal use or for resale is strictly prohibited. In these cases, the Club may, without notice or payment in lieu, dismiss the offending employee.

11. Club Records and Accounts

Employees are reminded that falsifying documents or furnishing false accounting records is an offence under the Prevention of Bribery Ordinance and is strictly prohibited.

12. Compliance with the Club Rules

Any employee breaching these Club rules will be disciplined, which may include termination of employment and may, in some circumstances, involve prosecution under Section 9 of the Prevention of Bribery Ordinance.

13. Complaints

Any complaints on the possible breach of these rules can be made to the Honorary Secretary and will be treated promptly and fairly, and in the strictest confidence.

2.8 GOODS ORDERING, RECEIVING AND CONTROL

1. Purchasing Department

General

In order to ensure that goods requisition, ordering, receiving and inventory control operations accord with our Mission “to deliver quality services on the principle of accountability, consistency and transparency,” the General Manager shall at all times maintain a separate Purchasing Department to ensure proper segregation of duties between goods ordering, receiving and control. The Purchasing Department shall handle goods ordering (i.e. maintenance of approved suppliers lists, invitation of suppliers for quotation and tender, selection and recommendation of suppliers and placement of orders, etc.).

List of Approved Suppliers

The Club shall maintain its own list of approved suppliers, formulate pre-qualification requirements for additions to the list and procedures for maintaining the list.

Procurement Method

The method of procurement (i.e. whether by petty cash, verbal or written quotations or by tender), the minimum number of quotes and the approving authority for purchases shall be set at different cost platforms by the Finance

Sub-committee from time to time. Petty cash purchases shall be within an upper cash limit and verbal quotations shall be kept to a minimum.

Only suppliers on the approved list shall be invited to quote. Where appropriate, suppliers shall be invited to quote by rotation with the last successful supplier always included. A register shall be maintained to record receipt of quotations, award and justifications in instances where the lowest quotation has not been selected. The Accounts Department shall ensure that all invoices are issued by the approved suppliers before effecting payment.

2. Food and Beverage Department

Selection of Suppliers

For major food items (such as seafood and meat, etc, the Executive Chef should conduct blind food-tasting (i.e. without any knowledge of the suppliers). The Purchasing Department shall select the suppliers based on both the food tasting and/or inspection results and price quotations (e.g. choosing the lowest price of the Executive Chef's first three prioritized selections).

For minor supplies, direct purchases are permissible up to the cost platform set by the Finance Sub-committee from time to time.

Purchase Order

Purchase Orders shall be used for placing all orders. The Purchase Order shall record the authorization of purchase and shall be the base document for checking goods received. Quotations sought shall also be recorded on or attached to the Purchase Order, where appropriate.

Goods Receiving

The Food Stock Controller shall check the quantity of goods delivered, (e.g. by counting or weighing). Shortages and substandard goods returned shall be marked on the delivery note and recorded in a register of discrepancies for evaluation of suppliers' performance.

3. Engineering Department

Tendering

High value projects shall be contracted out by tender. Formal and written procedures for tendering shall be maintained by the Purchasing Department, approved and reviewed by the Finance Sub-committee from time to time. There shall be a Tender Opening Committee and appropriate procedures for receiving and recording receipt of tenders. Also, a Tender Board, chaired where appropriate by an Officer of the Club, shall assess and approve recommendations for tender awards. Minutes shall be kept of the Tender

Board to record the deliberation and decision.

Consumption of Spare Parts

To ensure proper inventory records of spare parts, a spare part requisition for issuance of spare parts stock shall be used for all jobs, including emergency jobs. Acknowledgment of receipt of spare parts shall be made on the requisition form. A spare parts inventory record shall be maintained and updated based on the acknowledged requisition form.

4. Review

The goods requisition, ordering and receiving inventory control procedures adopted in line with this Policy Statement shall be the subject of periodic review by the Advisory Service Group, Corruption Prevention Department, Independent Commission Against Corruption.

2.9 PROCUREMENT OF SERVICES

1. General

- (a) For the purpose of this Policy Statement services refer to tasks performed by individuals/firms/organisations for and on behalf of the Club, which include services for construction and engineering works, consultancy services and other general services.
- (b) The financial limits set out in this Policy Statement refer to the total value of services of a similar nature which, in normal practice, are obtained in a single purchase. The General Manager shall ensure that Staff responsible for procurement matters interpret these limits strictly, and that they do not evade the limits by dividing procurement requirements into instalments or by reducing the usual duration of contracts. The financial limits shall also apply to revenue contracts, i.e contracts which will generate income for the Club.
- (c) The procurement of specific services is subject to endorsement by the Finance Sub-committee.
- (d) Staff responsible for the procurement of services shall be of the level of Assistant Head of Department or above. They must ensure that all procurement activities are carried out in accordance with this Policy Statement. They may be held personally responsible for the amount so expended if they allow or order the procurement of services without proper authority.

2. Types of Procurement Procedures

- (a) Departments must follow tender procedures laid down for goods ordering, receiving and control and supplementary instructions, as appropriate, when making purchases of services exceeding the following financial limits :-
- Services for construction and engineering works HK\$50,000
Other services (including consultancy services) HK\$30,000
- (b) For the procurement of services with a value not exceeding the financial limits stated above Departments shall follow the procedures set out in paragraphs (c) to (p) of this section of this Policy Statement.
- (c) Departments should follow tender procedures laid down for goods ordering, receiving and control (as set out in Policy Statement 2.9) and supplementary instructions, as appropriate, when making purchases if, having regard to the type of the services being acquired, they consider that tendering would be the more effective method for obtaining the services, e.g. where quality considerations play an important part in the selection of offers, despite the fact that the value of the purchase does not exceed the financial limits set out above.
- (d) Departments shall follow the provisions set out hereafter when procuring services with a value not exceeding the financial limits stated above and for which a Club contract does not exist.
- (e) For procuring services with a value not exceeding HK\$10,000, Departments shall normally approach more than one contractor for quotations and accept the lowest offer to specification. The acceptance of an offer can only be approved by the Assistant Head of Department or above who shall certify on file that the rates quoted are reasonable. Relevant particulars such as the names of the contractors contacted and their quotations shall also be recorded on file.
- (f) For procuring services with a value exceeding HK\$10,000, but not exceeding HK\$50,000 (in respect of construction and engineering works) and HK\$30,000 (in respect of consultancy and other services), Departments must obtain written quotations from not less than five contractors and follow the procedures set out below.
- (g) The Assistant Head of Department or above shall approve the issue of invitations and/or select contractors for obtaining quotations.
- (h) The Assistant Head of Department or above shall record on file the particulars such as the names of the contractors contacted and the reasons for their selection.
- (i) In cases where it is not possible to identify a sufficient number of contractors to obtain the minimum number of quotations required, the Head of

Department shall approve the issue of invitations and/or select contractors for obtaining quotations up to the financial limits set out above.

- (j) The Head of Department shall make a brief explanatory note of the reasons for the decision and record on file the particulars such as the names of the contractors contacted.
- (k) After the necessary approval is obtained, a designated member of the Department shall contact the contractors for quotations.
- (l) Where written quotations are invited, Departments shall ask the contractors to return the quotations in sealed envelopes, or by facsimile in cases where the receipt of quotations by facsimile has been authorised, by a specified time. For cases where quotations are received in sealed envelopes, a quotation opening team comprising two members of the Department with the team leader at Assistant Head of Department level, or above, will open the envelopes, date-stamp and initial the quotations.
- (m) The Head of Department shall approve the acceptance of the lowest offer, provided that not less than five written quotations are received.
- (n) In cases where a higher offer (or lower in the case of a revenue contract) is to be accepted, or less than five written quotations are received, the General Manager shall approve the acceptance of the offer up to the financial limits set out above.
- (o) The decision not to accept any tender in a tender exercise for procuring services with a value not exceeding HK\$50,000 (for construction and engineering works) and HK\$30,000 (in respect of consultancy and other services) must be made by the General Manager.
- (p) As far as possible, the users of the services to be procured should not be involved in the procurement process. The member of Staff who approves and/or selects the contractors for obtaining quotations should not be the member of Staff authorising the acceptance of the offer for the services.

2.10 PRIVACY POLICY

1. The Club's Policy

The Club is committed to implementing the principles and requirements of the Personal Data (Privacy) Ordinance to safeguard Members' privacy with respect to personal data.

2. Supply of personal data

Members are required to supply up-to-date personal data to the Club in connection with applications for and maintenance of Club memberships, use of the Club's facilities and services, opening and maintaining accounts with the Club, organised tours and/or other matters relating to the Club's core operations and membership activities. Supply of personal data to the Club is non-obligatory, but failure to do so may result in the Club being unable to process an applications or to provide facilities and services, etc to that Member.

3. Use of personal data

Personal data submitted to the Club may be used for the following purposes:-

- (a) carrying out the Club's operations and provision of facilities and services;
- (b) conducting checks regarding eligibility for membership and for credit facilities;
- (c) designing and marketing the Club's facilities, products and services;
- (d) meeting disclosure requirements under any law binding the Club and its Officers;
- (e) meeting contact and identification requirements for organised tours;
- (f) enforcing the Articles, Bye-laws and other rules; and
- (g) facilitating communications between Members and the Club on membership matters and matters on which a Member may be entitled to vote.

4. Confidentiality

Personal data supplied to the Club will be kept confidential but will be disclosed to employees, agents and consultants of the Club, who shall be under the same confidentiality duty as the Club, and any law enforcement and regulatory authorities under any law binding the Club.

5. Access to and updating of personal data

In accordance with the provisions of the Personal Data (Privacy) Ordinance, a Member is entitled to request access to personal data held by the Club in respect of that Member and his or her Family members, Secondary Carers, etc and to update such data. Such request must be made in writing and directed to the Membership Services Manager of the Club.

3. SECTIONS, DESIGNATED SPORTS ASSOCIATIONS AND SOCIETIES

3.1 CRITERIA, CREATION AND PRIVILEGES

1. Criteria for recommendation

A sports or activity group within the Club comprising Members or their Family members sharing a common interest in, or participating in, that relevant sport or activity may be recommended by the General Committee for designation as a Section, or a Designated Sports Association or a Society, (as shall be in the opinion of the General Committee appropriate), of the Club. The following are criteria which the General Committee shall consider (without order of priority):

- (a) the number, or potential number, of Members participating;
- (b) whether such sport or activity has, or has the potential to put in place, a formal administrative structure, the officers of which are elected annually by the participants for the purpose of furthering the aims of that sport or activity;
- (c) whether such sport or activity otherwise conforms, or has the potential to conform, to the requirements of Article 9.4.;
- (d) whether such sport or activity has, or has the potential to put in place, formal procedures for the selection, retention, instruction, and representation of its members as participants in that sport or activity;
- (e) whether such sport or activity is a sport or activity involving teams (or team competition by individuals in addition to individual competition);
- (f) whether such sport or activity is a sport or activity that does, or has the potential to, regularly participate and represent the Club, and the levels of such representation, in external league or inter-club (or similar) competitions.

2. Creation of a Section

In the event that the General Committee recommends that a sports group be designated as a Section, the recommendation shall be put forward as a resolution at a General Meeting in accordance with Article 9.1. (B), which requires that, for the creation of another Section or Sections, a resolution must be passed at a General Meeting by at least 66.6% of the votes of Voting Members as, being entitled so to do, vote in person or by Proxy Holder or by Corporate Representative at such General Meeting. If such resolution is passed, such sports group will be designated as a Section upon compliance with the relevant requirements of Article 9.1. (D) and Article 9.4.

3. Creation of a Designated Sports Association

In the event that the General Committee recommends that a sports group be designated as a Designated Sports Association, the membership shall be given twenty-eight (28) clear days' notice of such proposed designation. Such notice will be posted on the Club Notice Board and provide a statement as to the benefit of designation to the Club and any proposed privileges (including the right to propose Associate Members and budget allocation) and invite comments on the proposed designation to be addressed to the Honorary Secretary. Such comments shall be considered by the General Committee in determining whether such sports group will become a Designated Sports Association. If the General Committee then decides to so designate a sports group, it will become a Designated Sports Association, with such privileges as the General Committee shall also decide, upon compliance with the relevant requirements of Article 9.2. (D) and Article 9.4.

4. Creation of a Society

In the event that the General Committee recommends that a sports or activity group be designated as a Society, such sports or activity group will be so designated, with such privileges as the General Committee shall decide, upon compliance with the relevant requirements of Article 9.3. (C) and Article 9.4.

5. Privileges: Associate Membership, Budget Allocations, etc.

- (a) Sections shall have the privilege to propose Associate Members and shall receive a budget allocation from the Club.
- (b) To further the Club's Mission "to facilitate the development and participation of recognised sporting activities", the privilege available to Sections to propose Associate Members, and other privileges or benefits available to Sections, may be made available to Designated Sports Associations and Societies under limited and approved circumstances.
- (c) Designated Sports Associations shall not necessarily be given the privilege to propose Associate Members, receive a budget allocation from the Club or be accorded any other benefits applicable to Sections. Such rights may be granted to each Designated Sports Association on a case by case basis, either generally or in any limited manner.
- (d) If the right to propose Associate Members is granted to a Designated Sports Association, either generally or in any limited manner, categories of Associate Membership shall only comprise:-
 - (i) Junior Associate
 - (ii) Sports Subscriber Associate
 - (iii) Sports Debenture Associate
 - (iv) Sports Preferred Associate

- (e) Societies may recommend to the Sports & Recreation Sub-committee that it propose Associate Members under the category of 'Special' Sports Preferred Associate (Policy Statement 6.2(g)) applicable to them. Societies shall not necessarily be given the privilege to receive a budget allocation from the Club or be accorded any other benefits applicable to Sections or Designated Sports Associations. Such rights may be granted to each Society, on a case by case basis, either generally or in any limited manner, upon application through the Sports & Recreation Sub-committee.
- (f) Admission of an individual proposed by a Designated Sports Association or the Sports & Recreation Sub-committee for Associate Membership shall be in accordance with the prescribed methods and procedures for admission as an Associate Member (Policy Statement 6.2).

3.2 ACCOUNTS AND EXPENSES

1. Accounts maintained by a Section, etc.

- (a) Any non-sporting or social activity carried on by any Section, Designated Sports Association, Society or other sports or recreational activity group (or group of Members in the name of the relevant Section, Designated Sports Association, Society or other sports or recreational activity group) which necessitates funds being raised from Members must be channelled through the Club. No bank accounts are to be maintained for such purposes independently of the Club's bank accounts.
- (b) All expenses relating to such non-sporting or social activities are to go through the normal approval and payment procedures prevailing at the Club from time to time and will be paid out of the Club's bank account. The income needed to cover such expenses will be levied from the relevant Members by debiting their accounts with the Club on the authority of the Treasurer of the relevant Section, Designated Sports Association, Society or other sports or recreational activity group. Income may be received from non-Members in the form of cash, net of any expenses properly approved and accounted for by the relevant Treasurer, but must be paid into the Club's bank account through the Financial Controller, with full supporting details. All income and expenditure will be recorded in Social Function Reserves.
- (c) Each Section, Designated Sports Association, Society or other sports or recreational activity group will maintain one Social Reserve Account, although additional such accounts may be opened for specific activities/ events (e.g. Rugby Tens Tournament, Mini Hockey, Soccer social teams etc.) provided that a relevant Member is nominated as the treasurer for that activity / event.

- (d) Social Function Reserves should be kept in credit at all times, unless the prior agreement of the Financial Controller (who shall consult with the Honorary Treasurer, as appropriate) is obtained for an account to be in debit. Any such debits arising must be returned to credit within such time as shall be prescribed.
- (e) No interest will be paid by the Club on credit balances, nor will it charge interest on debit balances.
- (g) The Club will bear certain costs arising out of the sporting activities of Sections (and Designated Sports Associations, and Societies where a budget allocation from the Club is applicable), in the name of the Club. Details of certain expenses which can be so borne, and how they are to be controlled, are set out in Paragraph 2.
- (f) For the avoidance of doubt, credit balances on Social Function Reserves at the end of the Club's financial year (31st May) may be carried forward and utilised in the following year.

2. Section, etc expenses borne by the Club

- (a) Certain expenses ("specified expenses") incurred by Sections, (or a Designated Sports Association, or Society, in accordance with any budget allocation from the Club that shall be applicable), as detailed in the following paragraphs will be borne by the Club. Control over such expenses will be through a budgeting process: every year the Treasurer of each Section or such a Designated Sports Association or Society, as the case may be, will prepare a budget for the following year ending 31st May as part of the Club's overall budgeting process. The assumptions used in preparing the budget, and in particular (where applicable) the number of registered players per team (see paragraphs (c) and (d) below), must be clearly stated. Budgets of Sections and such a Designated Sports Association or Society will be subject to the approval of the General Committee, along with the budget of the Club as a whole.
- (b) Specified expenses incurred within the approved budgeted amounts, and with the written approval of the Treasurer of the relevant Section, or such a Designated Sports Association or Society, will be paid by the Club. The approval of the Financial Controller, in consultation with the Honorary Treasurer, as appropriate, must be obtained before any expenses are incurred by a Section, or such a Designated Sports Association or Society, which would lead to the budgeted figure for a specified expense being exceeded. Clear justification for the budget excess would have to be provided by the Treasurer of the relevant Section, or such Designated Sports Association or Society, in order to obtain such approval.

- (c) All fees which Sections (or such a Designated Sports Association or Society where applicable) are required to pay to obtain registration with the relevant governing body of that sport in Hong Kong in order to play that sport on an organised and competitive basis (e.g. as part of a league) will be borne by the Club. It is acknowledged that more than the minimum number of people required to make up a team will need to be registered to allow for absentees and substitution, but the numbers registered per team must be kept within reasonable levels. Requests may be made for supplemental funding, if necessary, when the actual (as opposed to estimated) number of registered players is known and to accommodate new players joining during the season.
- (d) Other specified expenses consist of team kit (including goalkeepers' kit in the case of hockey), and balls for practice and match use. These specified expenses will be budgeted for based on a fixed amount per registered player for each Section (and on any applicable basis for a Designated Sports Association or Society). Registered players will include Members and Family members playing for social teams recognised by the Club, even if no registration fee is payable by the Club, provided that such players are not already registered with another team. The fixed amount will be determined by the Honorary Treasurer on an annual basis, and the Treasurer of a Section or such a Designated Sports Association or Society will be given the opportunity to request that the amount be varied, but such requests must be supported by detailed estimates of the actual amount to be incurred during the following season on kit or balls.
- (e) All kit and balls so budgeted are to be bought by the Club's Purchasing Department and not by individual Sections or Designated Sports Associations or Societies, although a Section or Designated Sports Association or Society will be consulted to ensure that the quality of the products is appropriate. Sections, Designated Sports Associations and Societies may choose either to supply such kit to their registered members free of charge, or to sell it to them.
- (f) Occasionally Sections or a Designated Sports Association or Society may have to travel to pitches or venues outside the Club to practice if the Club facilities are unavailable (e.g. the pitch is under repair). Reasonable expenses incurred on such trips, including facility hire, will be borne by the Club for Sections (and for Designated Sports Association and Societies, as applicable) over and above the budgeted specified expenses.
- (g) For the avoidance of doubt, overseas tour expenses of Sections, Designated Sports Associations or Societies are the responsibility of those going on the tour, or the relevant Section, Designated Sports Association or Society, and no part of these will be borne by the Club.

3.3 COMPOSITION AND NUMBERS OF SPORTING TEAMS

1. Section Teams; Teams representing the Club through a Designated Sports Association (where preferred membership is permitted):
 - (a) Unless special arrangements for other non-Club members to play have been approved by the General Committee, all such teams, including substitute players, must at all times consist entirely of:
 - (i) Members or their dependants who are members of that Section or Designated Sports Association; and, where applicable,
 - (ii) Temporary registered players seeking membership as Associate Members.
 - (b) Unless special arrangements have been approved by the General Committee, a temporary registered player may only participate in the activities of such teams, whether by way of playing, training or otherwise, during the period of validity of their Temporary Registrations.
 - (c) For the avoidance of doubt, unless special arrangements have been approved by the General Committee, no individual may participate in the activities of such teams if that individual is currently posted as an Infringing Debtor or banned for disciplinary reasons or if the membership of that individual has been terminated for any reason. This restriction shall extend to the dependants of any such individual, except where the membership of such individual has been terminated and the dependant has become a temporary registered player.
2. Other Teams representing the Club through a Designated Sports Association (where preferred membership is not permitted, or is restricted); Society and other recreational sports Teams Representing the Club:
 - (a) Unless special arrangements for other non-Club members to play have been approved by the General Committee, all such teams, including substitute players, must consist entirely of Members or their dependants who are members of that Designated Sports Association or any Society or other organisation within the Club for that recreational sport.
 - (b) The terms of Paragraph 1.(d) above shall apply.

3. Maximum Number of Teams

Unless the consent of the General Committee is obtained for the creation of a new team, Sections, Designated Sports Associations and Societies or other organisations within the Club for recreational sports may only field the maximum number of teams that have previously been approved by the General Committee.

4. New Teams for Sections, Designated Sports Associations, Societies and other recreational sports: Guidelines

- (a) If all squads are full (i.e. a full team plus sufficient cover) then consideration will be given by the General Committee to the creation of a new team.
- (b) Available facilities, administration, finance, league fees, etc. and all other relevant factors will be considered by the General Committee.
- (c) Unless other arrangements have been approved by the General Committee, in the first season, a new Section team, or new team representing the Club through a Designated Sports Association (where preferred membership is permitted), including substitute players, must at all times consist of at least 70% of Members or their dependants.
- (d) In special circumstances, consideration will be given to a new team in totality coming in to the Club under such conditions as shall be agreed by the General Committee.

3.4 EMPLOYMENT OF PLAYERS, COACHES, MEMBERS, ETC; FRINGE BENEFITS, SPONSORSHIP, EXPENSES, HONORARIA & SUBVENTIONS

1. General

- (a) The General Committee considers that:
 - (i) to attain the Vision of the Club it is not necessary to employ players in order to carry on the activities of the Club and that, therefore, the employment of players is not in the best interests of the membership; and
 - (ii) the payment to any Member from Club funds to play in any sport or recreation is not in the best interest of the membership.
- (b) The General Committee considers that in order to carry on the activities of the Club there is a need to promote any sport or recreation and

that, therefore, the engagement of and payment to qualified coaches is beneficial to the interests of the membership.

2. Payments to players and provision of fringe benefits or benefits in kind

- (a) It shall not be permitted for any player to receive any form of payment or financial benefit, from Club funds, other than the reimbursement of incurred expenses as described in Paragraph 4. below, in return for playing for the Club. In particular, a Section, Designated Sports Association, Society or other sports or leisure activity does not have the authority to employ players or to enter into contracts with such players (whether directly or through intermediaries (including using any trust mechanism or otherwise)).
- (b) A Section, Designated Sports Association, Society or other sports or leisure activity is not entitled to provide players, coaches, etc with fringe benefits or benefits in kind in return for playing, coaching, etc. for the Club from such Section, Designated Sports Association or Society's funds contributed by their members or from subvented funds.

Fringe benefits and benefits in kind include the provision of accommodation, a mode of transportation, personal equipment and uniforms (but shall not preclude either any subsidies which may be provided equally to each Member of a touring party or similar activity representing a Section, Designated Sports Association, Society or other sports or leisure activity or any proper reimbursement of incurred expenses as described below).

3. Sponsorship

- (a) Payments or the provision of fringe benefits or benefits in kind to a Member who is a player or coach may be made from funds provided by any sponsor. Such funds shall be paid into a Club account pursuant to a Sponsorship Agreement between such sponsor and the Club and, subject to Paragraph 3(b), shall be distributed in accordance with the terms of such Agreement, which must be approved in advance by the General Committee.
- (b) The payment or provision of fringe benefits or benefits in kind to any one player or coach shall not exceed HK\$20,000 per month, with the exception of accommodation costs and international travel expenses. This permitted amount shall be reduced by any reimbursement of expenses to such player or coach pursuant to Paragraph 4. below and by any honorarium paid in the case of a coach receiving an honorarium pursuant to Paragraph 5 (a)(iv) below.

4. Reimbursement of incurred expenses

- (a) A Section, Designated Sports Association, Society or other sports or leisure activity is entitled to reimburse players for their expenses

incurred in playing for the Club and coaches for their expenses incurred in coaching Club teams or individuals, but expenses in excess of HK\$600 per representative playing day, and for up to two training days per week, in respect of the relevant season must be supported by receipts and shall be subject to the Honorary Treasurer's endorsement that the expenses have been incurred in training/playing for the Club or coaching Club teams or individuals.

- (b) A Section, Designated Sports Association, Society or other sports or leisure activity shall provide the Honorary Treasurer with a list of all reimbursements of expenses (including the identity of each recipient) at the end of each calendar month. The Honorary Treasurer shall review such lists from time to time to ensure that the spirit of this policy statement is being adhered to.
- (c) Reimbursable expenses include travelling expenses where the method of conveyance is by private or public transport, including tolls and parking fees.

5. Honoraria paid by Sections, etc for coaches and administrators

- (a) Any person (other than a person to whom Paragraph 6. below applies) involved in coaching or administration for the purpose of promoting the games of Association and Rugby Football, Lawn Bowls, Squash, Hockey and other athletic sports and leisure activities may be paid an honorarium provided always that:
 - (i) such person involved in coaching has recognised coaching qualifications or is an experienced player in the particular game or other athletic sports or leisure activity that they are coaching;
 - (ii) such person involved in administration is suitably qualified or has the necessary experience;
 - (iii) the terms of appointment, including the payment of any such honorarium to such person, has been the subject of prior approval by the General Committee;
 - (iv) the Section, Designated Sports Association, Society or other sports or leisure activity shall provide the Honorary Treasurer with details of all payments of honoraria at the end of each calendar month. The Honorary Treasurer shall review such lists from time to time to ensure that the spirit of this policy statement is being adhered to; and

- (v) any such honorarium shall not exceed HK\$20,000 per month, and such permitted amount shall be reduced by any reimbursement of expenses pursuant to Paragraph 4. above.
- (b) The honorarium for any such person shall be paid out of the funds of the particular Section, Designated Sports Association, Society or other sports or leisure activity, but shall not come out of subvented funds.
- (c) Any such person who receives an honorarium shall not be deemed to be an employee of the Club.
- (d) Any Member who coaches and is paid an honorarium as contemplated by this Paragraph 5. may not represent the Club in the particular game or other sports or leisure activity that he is coaching, other than either (i) with the prior approval of the General Committee on a case by case basis; or (ii) at a social level (i.e. not in any league, cup or other competitive fixture). However, such a coach shall not be restricted from participating in any other games, athletic sports and leisure activities.

6. Employment of coaches directly by the Club

- (a) The Club may directly employ coaches for the purpose of promoting the games of Association and Rugby Football, Lawn Bowls, Squash, Hockey and other athletic sports and leisure activities, provided always that such coach has recognised coaching qualifications in the particular game or other athletic sports or leisure activity that they are coaching. A Section, Designated Sports Association, Society or other sports or leisure activity does not have the authority to engage or otherwise enter into contracts with such coaches.
- (b) A coach may be engaged by the Club on the endorsement of Management as an employee of the Club or as a contractor carrying on business on his own account, in partnership or as a limited company.
- (c) A coach engaged by the Club as an employee may participate in the respective games of Association and Rugby Football, Lawn Bowls, Squash, Hockey and other athletic sports and leisure activities at the highest level.
- (d) Employment contracts must be signed on behalf of the Club by two Officers, one of whom must be the Chairman, the Honorary Secretary or the Honorary Treasurer.

7. Employment of Members

- (a) An employee of the Club may not be a Member of the Club.
- (b) Any current or future employee who is also a Member shall have their Membership and consequent subscription suspended during the period of their employment. Entitlements to use the Club would be a condition of employment, however the right to vote will not persist during the period of employment. The provision of signing rights will be at the discretion and approval of the General Committee.
- (c) Any person who is engaged, employed or paid directly by the Club for the purposes of any game or other sports or leisure activity shall be deemed to be an employee for the purposes of the above policy. For the avoidance of doubt, a person who is paid an honorarium, as contemplated by Paragraph 5 above, shall not fall into this category, nor be deemed to be an employee of the Club.

8. Subventions to Members

In special circumstances, the General Committee has the discretion to support Members who have been selected by their respective National Sports Association (“NSA”) to represent Hong Kong in major international sports tournaments held overseas. In the event that the relevant NSA is unable to substantially support the cost of the trip, then the General Committee will consider such subvention as it may deem reasonable (up to HK\$10,000). At all times, any subvention to a Member will be on a case by case basis.

4. SPONSORSHIP

1. Sponsorship of the Club, a Section, a Designated Sports Association, a Society or other athletic sports and leisure activities promoted by the Club (collectively herein referred to as “the Club”) or a Member shall be conditional on the prior agreement of the General Committee, other than as stated in Paragraph 5. Where a Member is sponsored, the terms and conditions shall place no obligation or lien of whatsoever nature on the Club or any other Member for the fulfillment of the terms and conditions of such sponsorship.
2. For the avoidance of doubt, an Officer or Member may enter into discussions with a potential sponsor on behalf of the Club. In such circumstances, the approval of the General Committee to the terms and conditions of the sponsorship shall be conditional upon the Honorary Secretary first having been informed in writing by the Officer or Member of the outline details and scope of the potential sponsorship and, in return, the Officer or Member having received the Honorary Secretary’s written approval in principle for the continuation of such discussions.
3. At all times, agreement to, and approval of, the final terms and conditions of the sponsorship shall rest solely with the General Committee.
4. A sponsorship agreement or letter confirming the details of sponsorship, as the case may be, shall be signed on behalf of the Club by the Honorary Secretary and one other Officer.
5. Notwithstanding the above, save for the requirements of Paragraph 2., the Honorary Secretary may approve on behalf of the General Committee individual instances of sponsorship of the Club or a Member, up to a value of HK\$30,000 or such other amount as shall be approved by the General Committee from time to time.

5. USE OF LOGOS OR NAMES

1. The Club's "Hong Kong Football Club 1886" logo is the registered company logo of the Club. The use by a Section, Designated Sports Association, Society, or other sports or recreational activity promoted by the Club, or a Member, of the registered company logo of the Club and/or the name "CLUB" or any other Club logo and/or name (or any derivative of or amendment to such logos or names, or their use in combination with any non-Club logo or name – whether in connection with sponsorship or otherwise) on sports, leisure, outdoor wear or kit, promotional material or any other form of representational material, for whatsoever purpose, shall be conditional upon obtaining the prior approval of the General Committee, which shall prescribe terms and conditions for such use on a case by case basis.
2. Approval for the use of a logo and/or name, including the use of any logo and/or name previously or currently used by a Section, Designated Sports Association, Society or other sports or recreational activity promoted by the Club, or a Member, whether in isolation or in combination with other logos or names, shall be made in the first instance in writing to the Honorary Secretary.
3. If a Section, Designated Sports Association, Society or other sports or recreational activity promoted by the Club, or a Member, wishes any approved Club logo and/or name currently used (or to be used) to be registered for copyright purposes, the approval sought should state this requirement, and, if approved, the expense of obtaining copyright shall be borne by the Section, Designated Sports Association, Society or other sports or recreational activity promoted by the Club, or the Member concerned. Copyright shall be vested in the Club.
4. Goods ordering, receiving and control, including end sales of sports, leisure, outdoor wear or kit or promotional materials bearing the registered company name or logo of the Club and/or the name "CLUB", or other such approved Club logo and/or name shall be agreed with the General Manager and shall be processed through the Purchasing Department of the Club.

6. MEMBERSHIP

6.1 MEMBERSHIP STRUCTURE

1. The General Committee sees no need to prescribe a maximum number of members but will regularly review membership numbers and the types of membership categories to ensure a healthy balance is maintained.
2. Membership should be balanced in as many respects as possible, but overall, as the Club is a sports club, preference should be given to candidates for membership bearing this in mind.
3. For “Non-Sports Preferred” membership, however, emphasis should be placed on the candidate’s and/or their family’s involvement in sports generally (whether as players, supporters or otherwise).
4. As a general rule, prospective Members of the Club will normally hold a valid Hong Kong Identity Card and reside in Hong Kong at the time of application for membership.
5. The General Committee may at any time:
 - (a) determine whether any category of Associate Membership may qualify in respect of admission as a Full Member pursuant to Article 3.3. (A) (ii);
 - (b) determine whether, and on what basis, applications will be considered for Full Membership pursuant to Article 3.3. (A) (iii);
 - (c) determine whether any category of Associate Membership shall be closed;
 - (d) designate the creation of any new category of Associate Membership;
 - (e) designate and make available any new series or class of Corporate Subscriberships and determine any rights or obligations applicable thereto; and
 - (f) designate, in any manner, additional rights of obligations applicable to existing Corporate Subscriberships or any other series or class of Corporate Subscriberships.

6.2 ASSOCIATE MEMBERSHIP

1. Summary of Categories

In accordance with the Articles, the General Committee will offer Associate Membership of the Club for individuals under the following categories, listed in Appendix I of the Bye-laws :-

(a) Lady Associate

This is now a closed category of membership. Full Monthly Subscriptions and levies to be paid.

(b) Family Member Associate

Offered to the Responsible Person of the Family of a deceased Member or in other special circumstances. Entrance Fee is waived. Prescribed Monthly Subscriptions and levies to be paid.

(c) Consular Associate

Offered to a current Consul General or the Deputy Consul (the position of Vice Consul is not enough to warrant the giving of this category of membership) or Commissioner of a country having diplomatic ties with the Hong Kong Special Administrative Region. An Honorary Consul does not fit the criteria for this category of membership and will no longer be considered. Entrance Fee is waived. Prescribed Monthly Subscriptions and levies to be paid. No Accelerated Social Membership is available to a Consular Associate.

(d) Club Manager Associate

Offered on a reciprocal basis to a current manager of a recognised sports or recreational establishment in the Hong Kong Special Administrative Region. Entrance Fee and Monthly Subscriptions waived.

(e) National Sports Association Associate

Offered to the General Manager/Chief Executive, who must be a full time paid employee of a National Sports Association (NSA) of the Hong Kong S.A.R., where the Club has teams participating on a representative competitive league basis. Entrance Fee is waived. Prescribed Monthly Subscriptions and levies are to be paid. On cessation of employment with the NSA, membership will cease forthwith. No Accelerated Social Membership is available to a National Sports Association Associate.

(f) Overseas Corporate Associate

Offered to a number of nominated representatives of an overseas financial sponsor of the Club, for the duration of the sponsorship, whether on a daily revolving basis or otherwise. Prescribed Monthly Subscriptions and levies to be paid.

(g) Sports Subscriber Associate

Offered to a nominated representative of a major financial sponsor of the Club or a Section, Designated Sports Association Society or other recreational sport or activity for the duration of the sponsorship. Entrance Fee and Monthly Subscriptions waived.

(h) Sports Preferred Associate

Offered to a sports person of representative Club standard who is at least 28 years of age, upon the recommendation of two officers of a Section or approved Designated Sports Association or the Sports and Recreation Sub-committee for the purpose of participating in that sport on behalf of the Club. A limited quota of 'Special' Sports Preferred Associate memberships are also offered, on a wider basis, with modified criteria. Prescribed Entrance Fee and Monthly Subscriptions and levies to be paid. Sports Preferred Associates should remain in this category for no more than twelve months, but may then become Full Members upon conditions prescribed from time to time by the General Committee.

(i) Junior Associate

Offered on similar terms to Sports Preferred Associate membership to young men and women who have not reached 28 years of age (with a sub-category for those under 21 years of age) and are entitled to be registered with the relevant sports organisation to participate in that sport upon the recommendation of two officers of a Section, approved Designated Sports Association or (in certain circumstances) by the Sports & Recreation Sub-committee. Prescribed Entrance Fee and Monthly Subscriptions and levies to be paid. Junior Associates, upon reaching 28 years of age shall cease to be Junior Associates, but may then become Full Members upon conditions prescribed from time to time by the General Committee.

(j) Sports Debenture Associate

Offered to a sports person capable of playing at the highest team level, upon the recommendation of two officers of a Section or approved Designated Sports Association, for the purposes of participating in that sport on behalf of the Club. Quotas and restrictions apply to each Section/Designated Sports Association. A limited quota is also offered, with less stringent criteria. Entrance Fee is waived. Prescribed Monthly Subscriptions and levies to be paid. Sports Debenture Associates may remain in this category for not more than three years, but may then become Full Members upon conditions prescribed from time to time by the General Committee.

For the avoidance of doubt, the following are not categories of Associate membership:-

Life Member	Corporate Member
Honorary Member	Nominee
Temporary Member	Family member (Spouse, Child)
Absent Member	Temporary registered player

2. Criteria, conditions, methods and procedures for admission as an Associate Member

Admission as an Associate Member of the Club shall be upon the following prescribed criteria and conditions and through the following prescribed methods and procedures (subject always to the approval of the General Committee):-

(a) Lady Associate

- (i) This is now a closed category of Associate membership. It consists of those ladies who have been admitted as Lady Associates of the Club (including those ladies previously known as Lady Subscribers) and who have not opted to convert their membership to Full Member in accordance with the procedure laid down by the Club.
- (ii) Lady Associates shall pay the same Monthly Subscriptions and levies as Full Members.
- (iii) Having opted to retain membership in this category, the person shall remain as an Associate Member with no voting rights.
- (iv) For the avoidance of doubt, a Lady Associate is not required to transfer her membership into her husband's name upon marriage.
- (v) A Lady Associate may apply to become an Absent Member.

(b) Family Member Associate

- (i) This category of Associate membership is only open to the Responsible Person (normally the surviving Spouse) of the Family of a deceased Member (except where a Spouse can take up a corporate nomineeship), or in other special circumstances.
- (ii) Applicants must apply in writing (within 12 months of the Member's passing) stating their circumstances. In reviewing an application for Family Member Associate, the General Committee shall take into account any matters it may consider relevant in deciding whether a person is eligible for membership in this category.
- (iii) Entrance Fee is waived, but prescribed Monthly Subscriptions (unless the applicant is the Spouse of a Life Member or Honorary Member) and levies shall be paid.
- (iv) On gaining membership through this category the person will become an Associate Member with no voting rights.
- (v) A Family Member Associate may apply to become an Absent Member.

(c) Consular Associate

- (i) This category of Associate membership is only open to the current Consul General or the Deputy Consul (the position of Vice Consul is not enough to warrant the giving of this category of membership) or Commissioner of a country having diplomatic ties with the Hong Kong Special Administrative Region and is available only to one at a time for any country.
- (ii) Membership through this scheme shall be entirely at the discretion of the General Committee.
- (iii) Entrance Fee is waived, but prescribed Monthly Subscriptions and levies shall be paid.
- (iv) On gaining membership through this category the person will become an Associate Member with no voting rights.
- (v) On ceasing to hold the relevant title or be resident in the Hong Kong Special Administrative Region, the Consular Associate shall have his or her Associate membership automatically cancelled.

(d) Club Manager Associate

- (i) This category of Associate membership is only open on a reciprocal basis to a current General Manager/Chief Executive of a recognised sports or recreational establishment in the Hong Kong Special Administrative Region.
- (ii) The individual shall be recommended as a Club Manager Associate by the General Manager to the General Committee.
- (iii) Entrance Fee and Monthly Subscriptions shall be waived.
- (iv) On gaining membership through this category the person will become an Associate Member with no voting rights.
- (v) On ceasing to be a General Manager/Chief Executive of a reciprocating recognised sports or recreational establishment in the Hong Kong Special Administrative Region, the Club Manager Associate shall have his or her Associate membership automatically cancelled.

(e) National Sports Association Associate

- (i) This category of Associate Membership is only open to a current General Manager/Chief Executive (or similar position), who must be a full time paid employee of a National Sports Association (NSA) where the Club has teams participating on

a representative competitive league basis and is available only to one person at a time for any NSA.

- (ii) Membership through this scheme shall be entirely at the discretion of the General Committee
- (iii) Entrance Fee is waived, but Prescribed Monthly Subscriptions and levies shall be paid.
- (iv) On gaining Membership through this category the person will become an Associate Member with no voting rights.
- (v) On ceasing to hold the relevant position in the NSA, the National Sports Association Associate shall have his or her Associate membership automatically cancelled.

(f) Overseas Corporate Associate

- (i) This category of Associate membership is only open to nominated representatives of an overseas financial sponsor for the Club or its membership.
- (ii) Membership through this scheme shall be entirely at the discretion of the General Committee.
- (iii) Memberships may be limited in number, be based on revolving use by the individuals comprising the nominated representatives of the sponsor and/or be limited in respect of facilities to be used and/or times of usage.
- (iv) Entrance Fee is waived, but prescribed Monthly Subscriptions and levies shall be paid (whether as a lump sum in advance, or otherwise, as the General Committee shall determine).
- (v) On gaining membership through this category, the person will become an Associate Member with no voting rights and shall not be able to bring Guests into the Club.
- (vi) An Overseas Corporate Associate shall only remain in this category of membership for the duration of the sponsorship.

(g) Sports Subscriber Associate

- (i) This category of Associate membership is only open to the nominated representative of a major financial sponsor of the Club or a Section, Designated Sports Association, Society or recreational sport where the sponsorship amount is a minimum of one hundred and seventy thousand Hong Kong dollars (HK\$170,000) per annum in cash or other tangible consideration.
- (ii) The nominated representative of the financial sponsor shall be recommended by the Chairman and the Honorary Secretary or by two officers of a Section,

Designated Sports Association, Society or the Sports & Recreation Sub-committee (as the case may be).

- (iii) A minimum sponsorship of one hundred and seventy thousand Hong Kong dollars (HK\$170,000) per annum is the current benchmark for one such Associate membership to be offered to the nominated representative of any one sponsor, but further such Associate memberships may be offered for multiples of such figure provided that a maximum of three such Associate memberships in total may be offered to the nominated representatives of any one sponsor per annum (no matter the amount of sponsorship involved).
- (iv) Entrance Fee and Monthly Subscriptions shall be waived.
- (v) On gaining membership through this category the person will become an Associate Member with no voting rights.
- (vi) A Sports Subscriber Associate shall only remain in this category of membership for the duration of the sponsorship.
- (vii) The financial sponsor shall be deemed as the Responsible Person with its nominated representative for all acts and omission of such nominee whilst on the Club Premises and in particular shall be responsible for all Debts due from such nominee and any disciplinary action or proceedings taken by the Club in respect of such nominee pursuant to the Articles.

(h) Sports Preferred Associate

- (i) A player of representative club standard able to play for any team engaged in league or inter-club competitions in a Section or Designated Sports Association (where preferred membership is permitted) or a coach, or referee (or person of similar status to a coach or referee) is eligible to join this category.

Also, the Sports & Recreation Sub-committee may, each calendar year, nominate for this scheme up to ten applicants (whether players or non-players) who will be of benefit to Societies or other recreational sports within the Club and who shall be eligible to join this category.

In addition, each Section and approved Designated Sports Association may, each calendar year, nominate up to two non-player applicants (other than coaches, or referees, or persons of similar status) who will be of benefit to such Section or Designated Sports Association, or the Club. Such applicants should bring or add a skill or be active in a supporting, developmental or administrative role, or the like, in respect of the sport of that Section or Designated Sports Association, or the related activities of that Section, or Designated Sports Association, or the Club, or an aspect thereof. Such applicants shall be eligible to join this category as a 'Special' Sports Preferred Associate.

In the case of 'Special' Sports Preferred Associates, any "benefit" to a Section or Designated Sports Association shall exclude financial commitments or sponsorship.

A Spouse (as defined in the Articles) or former Spouse actively involved in sports to a representative club standard (see Article 3.11. (B) of the Articles and Policy Statement 6.8) shall be eligible to join this category at the discretion of the General Committee.

- (ii) The applicant must be at least 28 years of age. An applicant who is under 28 years of age, but is otherwise eligible to join as a Sports Preferred Associate or a 'Special' Sports Preferred Associate, shall be processed for Junior Associate membership.
- (iii) The applicant will be processed for membership into the category in the manner set out in the Appendix hereto, except that the Sports and Recreation Sub-committee shall consider on its merits any application which is made pursuant to Article 3.11. (B) of the Articles, and any application for Sports Preferred Associate in respect of a sport which is not controlled by a Section or a Designated Sports Association with the privilege to propose Associate Members, and make the appropriate recommendation or nomination to the Membership Sub-committee.
- (iv) The prescribed Entrance Fee and Monthly Subscriptions and levies shall be paid.
- (v) On gaining membership through this category the person will become an Associate Member with no voting rights.
- (vi) A Sports Preferred Associate may, upon the recommendation of a Section, Designated Sports Association or the Sports & Recreation Sub-committee (as the case may be), and subject to satisfactory compliance with the procedures set out in the Appendix hereto and the prior approval of the General Committee, be granted Full Membership.
- (vii) A Sports Preferred Associate or a Special Sports Preferred Associate who has applied to become an Absent Member shall be included on the Absent Members' List in their category of membership current at the date of their listing. The granting of Absent Membership shall be subject to the General Committee's endorsement that the individual has met the criteria for preferred membership up to the date he or she leaves the Hong Kong Special Administrative Region.

(i) Junior Associate

- (i) Any person who is
 - (i) otherwise eligible to be a Sports Preferred Associate; or
 - (ii) otherwise eligible to be a 'Special' Sports Preferred Associate; or

- (iii) a Spouse or Child (as defined in the Articles and who has reached 26 years of age) or former Spouse actively involved in sports to a representative club standard (see Article 3.11. (B) of the Articles and Policy Statement 6.8); is eligible, at the discretion of the General Committee, to join this category providing that such person has reached the age which entitles them to be registered with the relevant sports organisation to participate in that sport and is under 28 years of age.
- (ii) The applicant will be processed for membership into this category in the manner set out in the Appendix hereto, except that the Sports and Recreation Sub-committee shall consider on its merits any application which is made pursuant to Article 3.11. (B) of the Articles, and any application for Sports Preferred Associate in respect of a sport which is not controlled by a Section or a Designated Sports Association with the privilege to propose Associate Members, and make the appropriate recommendation or nomination to the Membership Sub-committee.
- (iii) The prescribed Entrance Fee and Monthly Subscriptions and levies shall be paid.
- (iv) On gaining membership through this category the person will become an Associate Member with no voting rights.
- (v) On reaching 21 years of age, the sponsoring Section, Designated Sports Association or the Sports & Recreation Sub-committee (as the case may be) of a Junior Associate will be required to endorse the transfer from this sub category of membership (6.1(h) refers). A Junior Associate's previous participation in their representative sport will be taken into consideration by the General Committee when considering the transfer from this sub category.
- (vi) On reaching 28 years of age, a Junior Associate's membership will be automatically cancelled. A Junior Associate may, upon the recommendation (which should be based on the current playing status of the individual and their previous participation in their respective sport) of a Section, Designated Sports Association or the Sports & Recreation Sub-committee (as the case may be), and subject to the prior approval of the General Committee, be granted Sports Preferred Associate/Full Membership (paying, unless having previously held membership as a Sports Debenture Associate - in which case other reductions may apply, the normal Sports Preferred Associate Membership Entrance Fee which is applicable at that time, less the amount previously paid as the prescribed Entrance Fee for such Junior Associate) or (not having previously held membership in such category) such person may be proposed and accepted for Sports Debenture Associate Membership.
- (vii) A Junior Associates' previous participation in their respective sport may be taken into account when considering a possible reduction in the commitment period applicable to a Sports Preferred Associate. The maximum reduction of the commitment period will be two years for

exceptional contributions to their sponsoring Section, Designated Sports Association or Society (as the case may be) whilst a Junior Associate. Any reduction in the commitment period will be subject to a review of information made available by the sponsoring Section, Designated Sports Association or the Sports & Recreation Sub-committee to the General Committee.

- (viii) A Junior Associate who has applied to become an Absent Member shall be included on the Absent Members' List in their category of membership current at the date of their listing. The granting of Absent Membership shall be subject to the General Committee's endorsement that the individual has met the criteria for preferred membership up to the date he or she leaves the Hong Kong Special Administrative Region, if that date is within the first six months of Associate membership. Upon reaching 28 years of age, a Junior Associate's name shall be removed from the Absent Members' List.

(j) Sports Debenture Associate

- (i) Any player or national coach or referee (or person of similar status to a coach or referee) who has played or been involved and is capable of playing or involvement at the highest individual or team level engaged in league or inter-club competitions in a Section or Designated Sports Association (where preferred membership is permitted) is eligible to join this category.

A Spouse (as defined in the Articles) or former Spouse actively involved in an eligible sport at such highest level (see Article 3.11. (B) of the Articles and Policy Statement 6.8) shall be eligible to join this category at the discretion of the General Committee.

- (ii) Quotas for Sports Debenture Associate membership shall be allocated to Sections and Designated Sports Associations (where sports preferred membership is permitted) based on team/squad size and shall also reflect the situation where a Section or eligible Designated Sports Association has both male and female individuals/teams playing at such highest level.

The quota allocation to the existing Sections and Designated Sports Association, at any one time, shall be as follows:

Rugby Section	20	(15 men, 5 ladies)
Hockey Section	15	(10 men, 5 ladies)
Soccer Section	14	(10 men, 4 ladies)
Squash Section	10	(7 men, 3 ladies)
Lawn Bowls Section	10	(5 men, 5 ladies)
Netball Division	10	---

The quota allocation shall be further restricted such that, at any one time, no more than one half of the numbers comprising any first team squad (male or female) of any Section or eligible Designated Associate Sports Association (as determined by the General Committee) may be Sports Debenture Associates.

There shall be a separate quota, at any one time, of two Sports Debenture Associate memberships in respect of coaches, referees, etc for each Section and eligible Designated Sports Association.

- (iii) Each Section or eligible Designated Sports Association may allocate up to three Sports Debenture Associate memberships, at any one time, from their main quota, to individuals who are not eligible under Paragraph (i). The preferring Section or Designated Sports Association must, in such cases, attach to the individual's Application Form a detailed justification for the allocation to such individual.
- (iv) The applicant must be at least 21 years of age.
- (v) The applicant will be processed for membership into this category in the manner set out in the Appendix hereto.
- (vi) Entrance Fee is waived, but prescribed Monthly Subscriptions and levies shall be paid (on the same level as "Senior" Junior Associates).
- (vii) On gaining membership through this category the person will become an Associate Member with no voting rights.
- (viii) No Sports Debenture Associate may remain in this category for more than a total period of three years. At the three-year point the Sports Debenture Associate's membership will be automatically cancelled. A Sports Debenture Associate may then (or at any time after two years of the three-year period), upon the recommendation of a Section or Designated Sports Association, and subject to the prior approval of the General Committee, be granted either
 - (aa) Full Membership (if the applicant is then at least 28 years of age, paying the normal Sports Preferred Associate membership Entrance Fee which is applicable at that time); or
 - (bb) "Senior" Junior Associate membership (if the applicant is not then at least 28 years of age, paying the normal Junior Associate membership Entrance Fee) and, thereafter, Full Membership in accordance with (aa) above.

Approval pursuant to (aa) above, or (bb) above, shall be conditional upon the applicant signing a supplementary Commitment Pledge Form for an additional period of commitment over and above the maximum 3 year period applicable for this category of Associate Membership. Such

period to be determined by the General Committee based upon information available, but would normally require a minimum of 4 years commitment to be completed.

- (ix) Subject to the endorsement of the General Committee, a Section or Designated Sports Association can terminate the membership of any of their Sports Debenture Associates at any time.
- (x) A Sports Debenture Associate may not apply to become an Absent Member.

3. Changes, additions and modifications to Associate Membership Policies

- (a) Notwithstanding the terms of 6.2.1(h) and (i), 6.2.2(h) and (i) and Appendix 6, a Junior Associate (or prospective Junior Associate) having reached 26 years of age may apply for Sports Preferred Associate Membership.
- (b) Notwithstanding the terms of 6.2.1(h) and (i), 6.2.2(h) and Appendix 6, a Child, having reached 26 years of age may apply for Sports Preferred Associate Membership.

APPENDIX

To be preferred for membership as a Sports Preferred Associate/Full Member, Junior Associate or Sports Debenture Associate of the Club, individuals shall have complied with the following procedures.

1. Preliminary Attendances

(a) Training Sessions

Individuals shall attend an adequate number of training/coaching sessions so that their skills and suitability may be assessed. Individuals must be introduced to a team captain or coach or an officer of the relevant Section, Designated Sports Association or Society upon the first attendance.

(b) Temporary Registration

Such team captain, coach or officer shall immediately arrange for the temporary player registration for such individual. Such registration shall be forwarded to the Membership Services Manager by the Membership Officer of the supporting Section, Designated Sports Association or Society either before, or forthwith after, the initial training/coaching session concerned. For temporary registered players who have attended training/coaching sessions prior to the commencement of the official start of the respective league seasons for a Section, Designated Sports Association or Society, such Temporary Registration will automatically cease 30 days beyond that commencement date. A Section, Designated Sports Association or Society must advise the

Membership Services Department within the 30 day limit, as to whether, or not, an application for Sports Preferred Associate Membership, Junior Associate or Sports Debenture Associate is to be submitted. All applications for Sports Preferred Associate, Junior Associate or Sports Debenture Associate memberships should be made within the 30 day limit. For those individuals arriving after the start of the respective league season, Temporary Registration, for that individual will be valid for a maximum period of 45 days whereupon such Temporary Registration will automatically cease (procedures for applying for membership shall be the same as outlined above). No individual may attend any second training/coaching session or play for any team representing the Club until their Temporary Registration has been confirmed by the Membership Services Department, nor continue to play, train or be involved with the activities of a team, Section, Designated Sports Association or Society after the validity period of their Temporary Registration has expired.

Temporary Registration may be extended by a maximum of 30 days by the Membership Services Manager, or the Membership Sub-committee on special circumstances. Where an extension to the validity period for a temporary registered player is not granted by the Membership Services Manager or the Membership Sub-committee and where the sponsoring Section, Designated Sports Association, Society or the Sports & Recreation Sub-committee do not agree with the decision, they will have the right to refer the matter to the General Committee.

For individuals attending to be tested for Squash skills, and merely put on the Squash Section's waiting list, any subsequent attendance, rather than such attendance shall be deemed to be a "first attendance" for the purposes of Temporary Registration. For coaches of Mini-sports, the chairman of such Mini-sport shall assess an individual's involvement and designate an appropriate date which shall be deemed as a "first attendance."

(c) Selection for a Team

The Section, Designated Sports Association, Society or other appropriate sports body (as the case may be) shall, through its team selection/coaching procedures or otherwise, ensure temporary registered players, when possible, are given the opportunity to participate at the level considered commensurate with their perceived skill or ability.

(d) Representing the Club

It will be necessary for temporary registered players to register as a player/coach/referee with the appropriate recognised national sports association or other governing body prior to representing the Club. The Section, Designated Sports Association, Society or other appropriate sports body (as the case may be) shall adopt a formal procedure for such registration and advise the Membership Services Manager of the registration details.

Note: This section (1) of the Appendix may not necessarily apply to ‘Special’ Sports Preferred Associate candidates; nor, in some instances, to a Spouse or Child seeking to become a Sports Preferred Associate, Junior Associate or Sports Debenture Associate pursuant to Article 3.11. (B) of the Articles. However, the relevant Section or Designated Sports Association shall conduct such investigation as it shall see fit in order to determine whether an individual is suitable. Likewise the Sports & Recreation Sub-committee shall oversee these matters for Sports Preferred Associate candidates nominated by the Sports & Recreation Sub-committee.

2. Submitting an Application Form For Preferred Membership

Whether or not an individual has been registered as a temporary player, if it is determined by a Section, Designated Sports Association or the Sports & Recreation Sub-committee (as the case may be) that persons are needed by a Section, Designated Sports Association, Society or other appropriate recreational sport to play/coach/referee at the level at which the individual concerned is capable, and that such individual is suitable for preferred Membership, the individual shall be given, and properly complete an “Application For Preferred Membership (Sports)” Form. The Section, Designated Sports Association or Sports & Recreation Sub-committee (as the case may be) shall appoint two officers to scrutinise, to propose and to second applications before they are passed to the Membership Services Manager for processing. The category of Associate membership for which an Applicant is preferred and the capacity in which he or she will participate shall be stated on the Application Form.

For ‘Special’ Sports Preferred Associate Applicants, a detailed statement justifying the nomination of the individual shall be attached to the Application Form.

Sections, Designated Sports Associations and the Sports & Recreation Sub-committee shall adopt formal procedures for providing and submitting preferred individual’s Application Forms, which must be received a minimum of 7 days before the end of any Temporary Registration period (refer to 1(b) above).

3. Associate Membership

The application will initially be considered by the Membership Sub-committee for recommendation to the General Committee and, if found in order and approved (by a majority, which may be sought by circulation), the Applicant will be allocated a Temporary Preferred Membership Account Number (or a Sports Debenture Associate Account Number). The Membership Services Manager will then write a letter to the Applicant, copied to the preferring Section, Designated Sports Association or Sports & Recreation Sub-committee (as the case may be), offering preferred membership and

explaining the formalities, such as payment of the appropriate Entrance Fee, setting up auto-pay for Monthly Subscriptions and bills, arrangements for photograph(s), etc.

The Applicant will be required to make an appointment to meet with the Membership Services Manager to finalise these matters and will also be required to sign a Commitment Pledge Form confirming his or her commitment to support the preferring sport concerned, and the Club. The commitment period for a Sports Preferred Associate Member is currently 4 years. For Junior Associates or Sports Debenture Associates who decide not to proceed to Full Membership (Sports Preferred), such period shall sooner terminate at 28 years of age, or after three years, respectively. 'Special' Sports Preferred Associate Applicants shall be obliged to commit to the provision of the benefit to the relevant sport (where such benefit is of an ongoing nature) for the appropriate period. The commitment period of Junior Associates, Sports Debenture Associates, or a Spouse or Child of a Member applying for Sports Preferred Membership will be determined in accordance with paragraph 6 below.

A Membership Card or Cards will then be issued to the Applicant, the Account will be activated, the commitment period will commence on that date and full use of the Club facilities will be available to the Applicant, their Spouse and Children.

The Applicant will have 14 days from the date of the letter from the Membership Services Manager to take up the offer of preferred membership, failing which the offer will automatically lapse and the preferring Section, Designated Sports Association or Sports & Recreation Sub-committee (as the case may be) shall be informed accordingly.

The Membership Services Manager will inform Applicants where the Club's constitutional documents consisting of the Articles and Bye-laws of the Club (and Policy Statements) as well as the Bye-laws or constitution of the relevant Section, Designated Sports Association or Society can be accessed. By accepting the offer of preferred membership, the Applicant will acknowledge that he or she is bound by and will observe the provisions of the Club's constitutional documents.

Sports Preferred Associates and Junior Associates must serve a period of Temporary Preferred Membership prior to becoming, if approved, permanent members.

The total period spent as a Temporary Preferred Member will generally be in the order of up to twelve months. This provides an opportunity for the Applicant to assess the Club and for the Club and the preferring sport (or Sports & Recreation Sub-committee) to assess the Applicant.

The Membership Sub-committee may require any Applicant for Sports Debenture Associate Membership to attend and be interviewed by a panel convened by the Membership Sub-committee in accordance with the procedures set out in Paragraph 5. below, and shall do so in the event a Sports Debenture Associate subsequently becomes an Applicant for Junior Associate or Full Member (Sports Preferred) having not previously attended an interview.

4. Regular Participation, Etc.

Sports Preferred Associates, Junior Associates and Sports Debenture Associates shall support the relevant sport by participating in training, matches, Club tournaments and social events and generally become actively involved in the relevant Section, Designated Sports Association, Society or recreational sport concerned, and Club life as a whole. The relevant Section, Designated Sports Association, Society (and the Sports & Recreation Sub-committee), as the case may be, shall ensure that the relevant team captains or coaches (or equivalent) observe that the individual is regularly participating in the activities of the team (if any) and Section, Designated Sports Association, Society or other recreational sport concerned.

For 'Special' Sports Preferred Associates, the Section or Designated Sports Association shall ensure that benefit to the relevant sport as set out in the statement attached to the individual's Application Form is being, or has been, fully provided.

5. Membership Sub-committee Interview

Towards the end of the period as a Temporary Preferred Member, upon the recommendation of the preferring Section, Designated Sports Association or Sports & Recreation Sub-committee (as the case may be) every Sports Preferred Associate and Junior Associate (for Sports Debenture Associates refer to Appendix Section 3 final paragraph) will be invited to attend before an interview panel convened by the Membership Sub-committee to determine whether the individual should be recommended to the General Committee for permanent membership ie as a Full Member (Sports Preferred) or 'confirmed' Junior Associate Member.

Although other officers of a Section or Designated Sports Association or the Sports & Recreation Sub-committee (as the case may be) may come into contact with the individual from time to time, it shall be a nominated officer who shall primarily recommend the preferred individual for permanent membership. The relevant officer of the Section or Designated Sports Association or the Sports & Recreation Sub-committee (as the case may be), or their representative, shall also attend the interview if required by the Membership Sub-committee.

Individuals will normally be given not more than two opportunities to attend, failing which (unless there are extenuating circumstances agreed by the Membership Sub-committee) their membership may be automatically terminated and the preferring Section, Designated Sports Association or Sports & Recreation Sub-committee (as the case may be) shall be informed accordingly.

Any outstanding balance of any Entrance Fee must be deposited with the Club not less than 48 hours before such interview.

The panel will consider reports from the relevant Section, Designated Sports Association, Society and/or Sports & Recreation Sub-committee (as the case may be) as well as the individual's spending record and any disciplinary matters reported by the Management of the Club. The panel will be looking to confirm that the individual is of suitable character for permanent membership and that their commitment is being satisfactorily performed. It will question the individual about their involvement in the relevant Section, Designated Sports Association, Society or other recreational sport concerned, and the Club generally. Spending records are an indication of use of Club facilities and sociability and, whilst it cannot be defined with accuracy, and there are many variable circumstances, the spending record at food and beverage outlets in the Club should be commensurate with the individual's financial ability (a student Junior Associate Applicant would not be expected to have any significant spending in the Club, whereas a professional, in mid career, might be expected to have an above average spending record). The existence of a Spouse would be expected to increase such spending record. The average monthly spending record at the Club's food and beverage outlets for a single adult Member in usual circumstances should not be less than a sum equivalent to the Monthly Subscription he or she is charged and this will be used as a basis. Upon commencement of Temporary Preferred Membership, applicants will be subject to the appropriate minimum Food and Beverage spend. Applicants' accounts will be debited accordingly, with any actual F&B spend during any given month, throughout the period of commitment. If an applicant has not met the appropriate minimum F&B spend, the outstanding balance will be automatically charged to the Member's account. For clarification, F&B spend is limited to spend at F&B outlets and the Club kiosk only. The individual may also be tested on knowledge of the Bye-laws.

The Membership Sub-committee interview panel will put forward its recommendation to the General Committee, which will decide whether the individual shall be granted permanent membership. If unsuccessful, the membership will, upon notice to the individual, be terminated and the preferring Section, Designated Sports Association or Sports & Recreation Sub-committee (as the case may be) shall be informed accordingly. If successful, the individual shall be admitted as a Full Member (Sport Preferred) (or Junior Associate membership will be 'confirmed' for individuals under 28 years of age), and a new Account Number and Cards will be issued.

6. Expiry of Eligibility in a Category

Junior Associates or a Child (including Article 3.11. (B) Junior Associates), upon reaching 28 years of age (in the case of a Child upon reaching 26 years of age, they would then qualify to become a Junior Associate), may, upon approval by the General Committee, be admitted as a Full Member (Sports Preferred) provided that a letter of support is received from the relevant Section, Designated Sports Association, Society and/or Sports & Recreation Sub-committee, the appropriate current Entrance Fee is paid, any interview required by the Membership Sub-committee is attended and provided that the individual acknowledges by addition to his or her Commitment Pledge Form the further commitment period to be served upon becoming a Full Member (Sports Preferred).

The Membership Sub-committee will consider information available regarding the individual's past commitment to the sponsoring sport before recommending to the General Committee any additional commitment period required on becoming a Full Member. Such commitment period will normally be not less than two years.

Sports Debenture Associates, upon the expiry (or during the final year) of their three-year period in that category may, on the same basis, be admitted as confirmed Junior Associates (if under 28 years of age) or Full Members (Sports Preferred), provided that, in the latter case, the individual acknowledges by addition to his or her Commitment Pledge Form that a further commitment period is to be served, so as to equate to a total of four years (on the terms applicable under this Appendix).

7. Monitoring of Commitment

Each Section or Designated Sports Association or Society/Sports & Recreation Sub-committee (as the case may be) shall adopt a formal procedure for and shall record the appropriate details of all persons participating in the relevant sport, and shall maintain such records during the prescribed period of commitment for any person who shall have joined the Club by preferred membership methods and procedures. Such details shall include (but not be limited to) such person's registration with their relevant sports association or other governing body, training and playing records and participation in social activities. These records shall be submitted periodically, upon request, to the Membership Services Manager in prescribed Forms for scrutiny by the Membership Sub-committee which shall monitor the commitment of all preferred Members during their period of commitment.

Members joining under the category of 'Special' Sports Preferred Associate shall be monitored according to the nature of the benefit to the relevant sport as detailed in the statement attached to the individual's Application Form.

8. Inadequate Commitment, Etc.

If a preferred Member fails to demonstrate adequate commitment to the relevant Section, Designated Sports Association, Society or other recreational sport concerned, and the Club, whether during any period of Temporary Preferred membership or during any other time within the commitment period, without good reason, either the

preferring Section, Designated Sports Association or Society through the Sports & Recreation Sub-committee (as the case may be) may withdraw its support for the individual's membership or the Membership Sub-committee may determine such failure has occurred. In either case, the Membership Sub-committee may, upon consultation with the Section, Designated Sports Association or Society through the Sports & Recreation Sub-committee (as the case may be), and with notice to the individual and after due enquiry, make a negative recommendation and, upon confirmation by the General Committee and notice to the individual, the membership will be terminated and the preferring Section, Designated Sports Association or Sports & Recreation Sub-committee and Society (as the case may be) shall be informed accordingly.

If the commitment period of any Member is interrupted by a period as an Absent Member, or serious injury or other circumstances (which in some cases may include pregnancy), the Membership Sub-committee may require such Member to extend his or her commitment period accordingly by addition to his or her Commitment Pledge Form.

In the event of serious injury during a commitment period, the following guidelines shall apply:

- (a) Any injury, however sustained, which lasts longer than three months and interferes with the playing commitment may require the extension of the commitment period for an equal amount of time.
- (b) This extension may not be required if the Member shows other commitment by coaching, refereeing or other activity within a Section, Designated Sports Association, Society or other recreational sport (as the case may be) whilst the injury is healing.
- (c) If the injury is classed as permanent (also supported with a medical certificate), the Member will be expected to support a Section, Designated Sports Association, Society or other recreational sport (as the case may be) or the Club in other ways. This could include coaching, refereeing, sub-committee work, active support and assistance, sponsorship etc. The support does not have to be limited to the Section, Designated Sports Association, Society or other recreational sport (as the case may be) to which the original commitment was made.
- (d) It is important to stress that if an injured Member is able (walking wounded), he or she would still be expected to use the Club and its facilities on a monthly/regular basis, using the same spend criteria.

In the event of pregnancy during a commitment period, the following guidelines shall apply:

Interference with the playing commitment which lasts longer than 3 months during pregnancy may require the extension of the commitment period for an equal amount of time.

This extension shall not be required if the Member shows other commitment by coaching, refereeing, sub-committee work, active support and assistance, sponsorship or other supporting activity to a Section, Designated Sports Association, Society or other recreational sport (as the case may be) or the Club in other ways. The support does not have to be limited to the Section, Designated Sports Association, Society or other recreational sport (as the case may be) to which the original commitment was made.

A Section or Designated Sports Association may apply, at any time in the three-year period of Membership of a Sports Debenture Associate for the endorsement of the General Committee to the termination of such Sports Debenture Associate's membership.

9. Termination: Entrance Fees; Monthly Subscriptions; Re-application

In the event that membership is terminated under Paragraph 5. or 8., or Full Membership (Sports Preferred) or confirmed Junior Associate Membership is declined by the Applicant, or the Applicant resigns his or her Membership, all Monthly Subscriptions will be forfeited and:

- (a) For Junior Associate Applicants, Entrance Fees will be forfeited;
- (b) For Sports Preferred Associate Applicants, Entrance Fee deposits will be forfeited in respect of each period of Membership as follows:

<u>Period of Membership</u>	<u>Refund of Deposit</u>
Up to 2 months	100%
3 – 6 months	80%
7 – 9 months	50%
10 – 12 months	0%

Anyone paying by instalments, no refund is payable.

- (c) For Junior Associates seeking Full Membership (Sports Preferred) and Sports Debenture Associates seeking confirmation as Junior Associates or Full Membership (Sports Preferred) pursuant to Paragraph 6. above, Entrance Fee deposits will also be refunded in accordance with (b) above; and
- (d) Any re-application will only be considered after a period of 12 months has elapsed since the date of final correspondence on the matter.

In the event that membership is terminated under Article 3.8. or 5.2. or suspended or terminated for disciplinary reasons, Entrance Fee deposits for Sports Preferred Associate and Junior Associate Members and Monthly Subscriptions for Sports Preferred Associate, Junior Associate and Sports Debenture Associate Members will not be refunded.

6.3 ABSENT MEMBERSHIP

1. There shall only be one category of Absent Member i.e. no distinction shall be drawn between “Life” Absent Members or “Periodic” Absent Members.
2. A Full Member, or such category of Associate Member as the General Committee shall approve, who is leaving Hong Kong (for a period of intended absence of not less than three months) and does not wish to resign from membership shall be entitled to request his or her name to be removed from the Register and be entered on the Absent Members’ List in accordance with the following conditions. He or she :-
 - (a) shall make a request to have his or her name entered on the Absent Members’ List to the Honorary Secretary in writing designating the date of intended departure from and intended date of return (if known) to Hong Kong.
 - (b) shall not be entitled to have his or her name entered on the Absent Members’ List if he or she is an Infringing Debtor (until he or she has settled all Debts in full) or is the subject to any disciplinary action pursuant to the Articles.
 - (c) shall have paid a fee equivalent to three times the appropriate monthly subscription or such other amount, and in accordance with such conditions, as may be determined by the General Committee from time to time.
 - (d) shall be exempt from payment of subscriptions for the period from the first day of the month following his or her departure from Hong Kong until the last day of the month prior to the month in which he or she returns to Hong Kong.
 - (e) shall surrender all Club Membership Cards relating to his or her Account Number to the Financial Controller.
 - (f) shall not be entitled to use the Club Premises during such period whilst continuing to be an Absent Member (except in accordance with Paragraph 5. below).
 - (g) shall have no rights as a Member during such period whilst continuing to be an Absent Member.
 - (h) shall, in the case of a Full Member, not be entitled to the right to receive notice of any General Meeting despatched during such period and to attend and vote, or to appoint a Proxy Holder to vote on his or her behalf, at any such General Meeting.

3. Subject to Paragraph 5. below, an Absent Member must reactivate his or her membership and have his or her name restored to the Register if he or she returns to Hong Kong for a continuous period of more than 15 days, failing which his or her name may, at the discretion of the General Committee, be removed from the Absent Members' List and his or her right to reactivate his or her membership shall cease. Additionally, a Sports Preferred Associate who becomes an Absent Member, and is still under commitment, must reactivate his or her membership and have his or her name restored to the Register within five years of being entered on the Absent Members' List, failing which, at the discretion of the General Committee, his or her name will be removed from the Absent Members' List and his or her right to reactivate his or her membership shall cease (such Sports Preferred Associate must also complete the unexpired portion of his or her commitment to the satisfaction of the sponsoring Section, Designated Sports Association or the Sports and Recreation Subcommittee, failing which, at the discretion of the General Committee, he or she shall cease to be a Member). A request to have one's membership reactivated shall be made to the Honorary Secretary in writing providing particulars of the residency outside Hong Kong and the date of resumption of residency in Hong Kong.
4. Subject to the Honorary Secretary being satisfied that the request for reinstatement of membership is properly particularised, an Absent Member shall have his or her name restored on the Register (and removed from the Absent Members' List), with a notation that he or she has been an Absent Member, and shall have his or her membership reactivated without payment of any entrance fee, including reinstatement of all rights and privileges appropriate to his or her prior category of membership.
5. An Absent Member (or his or her Family members) visiting Hong Kong for a short period shall be entitled to use the Club's facilities for a period of no longer than 60 days in any calendar year (commencing 1st January in any given year) subject to the payment of a daily fee determined from time to time by the General Committee. Any period in excess of 60 days in any calendar year will automatically reactivate the membership for such additional period and the appropriate monthly subscription shall become payable.
6. The following categories of Associate membership shall have the right to request to be entered on the Absent Members' List :-
 - (a) Sports Preferred Associate
 - (b) Lady Associate
 - (c) Junior Associate
 - (d) Family Member Associate

A Junior Associate whose name has been entered on the Absent Members' List shall, upon reaching 28 years of age, have his or her name automatically removed from the Absent Members' List.

7. If a Full Member or Associate Member whose name is entered on the Absent Members' List subsequently becomes an Infringing Debtor, then the General Committee shall have the discretion to refuse to reinstate such Absent Member in their appropriate category of membership until he or she has settled all Debts in full.

8. Once a Full Member or Associate Member has had his or her name entered on the Absent Members' List, there shall be no charge for multiple absences. However, the advice of each and every subsequent absence of not less than three months, and request for reinstatement of all rights and privileges appropriate to his or her prior category of membership, shall in each instance be made in writing to the Honorary Secretary, failing which he or she shall not be entitled to be exempted from payment of the appropriate monthly subscription for the period of absence.
9. A former Member who considers that he or she did hold Absent Membership at any time prior to leaving Hong Kong, upon contacting the Club and producing qualifying evidence, shall have his or her name entered on the Absent Members' List.
10. An Absent Member may be requested to obtain from the Hong Kong Immigration Department a Statement of Travel Records. Failure to furnish such information may lead to loss of Absent Membership status.

6.4 MEMBER UNDER COMMITMENT: FAMILY MEMBERS

Where a Member is still under a period of commitment pursuant to a Commitment Pledge, and is absent from Hong Kong for a period in excess of three months without requesting his or her name to be entered on the Absent Members' List, the Family members of that Member shall not be permitted to continue to use any Club facilities for a period in excess of the three months for which that Member is absent.

6.5 CORPORATE SUBSCRIBERSHIPS

1. Corporate Subscriberships acquired by purchase from the Club, or by transfer, prior to 1st January 2006.
 - (a) All Corporate Members on the Corporate Register as at 1st January 2006 shall have submitted, or shall forthwith submit, to the Club:
 - (i) if they are a Hong Kong registered private limited company, copies of their current Business Registration Certificate, latest Annual Return and such other satisfactory evidence of beneficial ownership as may be required;
 - (ii) if they are a foreign registered private limited company, copies of their Certificate of Incorporation (or equivalent), Register of Members (or equivalent) signed as correct and up-to-date by the Company's Registered Agent (or equivalent) or a governmental authority having jurisdiction over the Company and such other satisfactory evidence of beneficial ownership as may be required (and, if registered under Part XI of the Companies Ordinance (Cap.32, Laws of Hong Kong) ("Part XI"), copies of their current Business Registration Certificate and latest Annual Return);

- (iii) if they are a Hong Kong partnership, copies of their current Business Registration Certificate, a recent Business Registration Office search detailing current partners (a “B.R. Search”) and such other satisfactory evidence of beneficial interest as shall be required;
 - (iv) if they are a public company (or equivalent) with shares traded on a recognized stock exchange (“a Public Company”), copies of their Certificate of Incorporation (or equivalent), current Business Registration Certificate (if carrying on business in Hong Kong), or equivalent, and such satisfactory evidence of listing on such stock exchange as shall be required; and
 - (v) if they are not within the above categories, copies of such satisfactory evidence of existence and current beneficial ownership as shall be required; together with a copy of their Corporate Subscribership Certificate(s) and complete details of any pre-existing leasing or other similar arrangement in respect of the Corporate Subscribership(s) concerned (including the name of the lessee, the term of the lease and the ‘rental’ payable).
- (b) In the event that any shareholding or interest in a Corporate Member is held in the name of a nominee, the beneficial owner(s) of such shareholding or interest shall have been, or shall forthwith be, disclosed to the Club in writing together with copies of documents satisfactorily evidencing the same.
- (c) In the event that any shareholding in a Corporate Member is in the name of a foreign company, such Corporate Member shall have submitted, or shall forthwith submit, to the Club copies of all documents in respect of that foreign company as are set out in Paragraph (a)(ii) above.
- (d) Every Corporate Member on the Corporate Register as at 1st January 2006, so long as they shall remain a Corporate Member, shall submit the following to the Club in January each year (commencing in January 2007):
- (i) if they are a Hong Kong registered private limited company, copies of their current Business Registration Certificate and latest Annual Return;
 - (ii) if they are a foreign registered private limited company, copies of their Register of Members (or equivalent) signed as correct and up-to-date by the company’s Registered Agent (or equivalent) or a government authority having jurisdiction over the company (and, if registered under Part XI, copies of their current Business Registration Certificate and latest Annual Return);
 - (iii) if they are a Hong Kong partnership, copies of their current Business Registration Certificate and a recent B.R. Search together with a Statutory Declaration of a partner declaring that no change of more than 50% of the beneficial ownership or control of such partnership has occurred in the past 12 months;

- (iv) if they are a Public Company, copies of their Business Registration Certificate (if carrying on business in Hong Kong), or equivalent, and such satisfactory evidence of continued listing as shall be required;
- (v) if they are not within the above categories, copies of such satisfactory evidence of continued existence and current beneficial ownership as shall be required;
- (vi) if any shareholding or interest in a Corporate Member (other than a Public Company) is held in the name of a nominee or a foreign company, a Statutory Declaration of a Director, or other acceptable person, declaring that no change of more than 50% of the beneficial ownership or control has occurred in the past 12 months; and
- (vii) such other information as shall be required.

2. Valid Corporate Subscribership Certificates

- (a) The Club will issue new Corporate Subscribership Certificates in respect of all Corporate Subscriberships validly existing as at 1st January 2006.
- (b) All Corporate Subscribership Certificates issued prior to 1st January 2006 shall be cancelled and become invalid from and after 1st January 2006.
- (c) Provided that payment of every prescribed fee in respect of a transfer or a change of name shall have been paid to the Club, new Corporate Subscribership Certificates shall be issued at no cost to the Corporate Member concerned.
- (d) No new Corporate Subscribership Certificate will be issued unless the requirements of Paragraph 1(a) have been met in respect of the Corporate Member concerned.
- (e) A Corporate Member shall have no right to appoint a Nominee to use the facilities of the Club, and an existing Nominee shall have no right to use the facilities of the Club, unless a valid Corporate Subscribership Certificate has been issued to the Corporate Member in respect of the Corporate Subscribership concerned.
- (f) In the event that a new Corporate Subscribership Certificate is lost or destroyed, a Corporate Member shall pay the fee set out in Appendix IV of the Bye-laws for re-issuance of a Corporate Subscribership Certificate.

3. New class or series of Corporate Subscriberships

- (a) The issue, prior to 1st January 2006, of 400 Corporate Subscriberships shall be known as “the original issue” and any further issue shall be designated as an additional class or series accordingly.

- (b) The rights or obligations applicable to any additional class or series of Corporate Subscriberships (should they differ from the original issue) shall be promulgated by notice at the time of such further issue.
 - (c) For the avoidance of doubt, notwithstanding the designation as an additional class or series, if the rights and obligations applicable to such additional class or series of Corporate Subscriberships are the same as for the original issue, the protective terms of Article 3.9(K) of the Articles shall apply to such additional class or series of Corporate Subscriberships.
4. Corporate Subscriberships acquired by transfer, or by purchase from the Club, after 1st January 2006.
- (a) Every applicant to be registered as a Corporate Member acquiring a Corporate Subscribership by transfer from another Corporate Member, or from the Club (whether comprising the original issue or any new class or series of Corporate Subscriberships) from and after 1st January 2006 must do so through the Exchange operated by the Club.
 - (b) Unless they are an existing Corporate Member, being a Hong Kong company (or other entity specifically approved by the Committee), from and after 1st January 2006, any applicant to be registered as a Corporate Member in respect of a Corporate Subscribership acquired by transfer from another Corporate Member, or from the Club, must be a Hong Kong registered company or other approved entity, the beneficial Shareholders of which are at all times ascertainable by reference to an official register in Hong Kong.
 - (c) Every applicant to be registered as a Corporate Member in respect of a Corporate Subscribership acquired by transfer from another Corporate Member or the Club from and after 1st January 2006 shall submit to the Club the prescribed application form, accordingly, together with copies of their Certificate of Incorporation (or equivalent), current Business Registration Certificate and such satisfactory evidence of beneficial ownership, or listing, as shall be required.
 - (d) Upon approval of a transferee, the Corporate Member transferring and the transferee shall pay the fee set out in Appendix IV of the Bye-laws. For the avoidance of doubt, notice of a transfer received by the Club prior to 1st January 2006, and pending approval, shall be subject to the transfer fee set out in Appendix IV of the Bye-laws as at 30th June 2005 unless otherwise agreed by the Committee.

- (e) Every Corporate Member which was not a Corporate Member on the Corporate Register as at 1st January 2006, so long as they shall remain a Corporate Member, shall submit to the Club in January each year (commencing in January 2007) copies of their current Business Registration Certificate, latest Annual Return (if they are a Hong Kong private limited company), a recent B.R. Search (if they are a partnership), such satisfactory evidence of listing as shall be required (if they are a Public Company) and (except for a Public Company) a Statutory Declaration of a Director or other acceptable person that no change of more than 50% of the beneficial ownership or control of the Corporate Member has occurred in the past 12 months.
- (f) In the event that any Corporate Member shall fail to advise the Club of any transfer of ownership of a Corporate Subscribership (as 'transfer' is defined in Article 3.9(O) of the Articles) within one month, the Corporate Member or transferee concerned shall pay the transfer fee and penalty fee as set out in Appendix IV of the Bye-laws.

5. Leasing of Corporate Subscriberships

- (a) From and after 1st January 2006, Corporate Subscriberships may only be leased, and pre-existing leases may only be renewed, by arrangement through the Exchange operated by the Club and Corporate Members shall make application to the Club on the prescribed form, accordingly.
- (b) Upon approval of a lessee, the Corporate Member and lessee shall pay the leasing fee set out in Appendix IV of the Bye-laws.
- (c) In the event that any Corporate Member shall fail to advise the Club of any leasing arrangement of a Corporate Subscribership, or renewal thereof, within one month, the Corporate Member or lessee concerned shall pay the leasing fee and penalty fee set out in Appendix IV of the Bye-laws.
- (d) A Corporate Member and a lessee shall promptly advise the Club of any change of name or contact details of such lessee.
- (e) In the event that a Corporate Member or lessee shall fail to advise the Club of any change of name or contact details, within one month, the Corporate Member or lessee concerned shall pay the penalty fee set out in Appendix IV of the Bye-laws.

6. Nominees

- (a) Any Corporate Member or lessee of a Corporate Subscribership wishing to appoint or change a Nominee to use the facilities of the Club shall make application to the Club on the prescribed form, accordingly.

- (b) Upon approval of a change of Nominee, the Corporate Member or Nominee shall pay the fee set out in Appendix IV of the Bye-laws.

7. Change of Name of Corporate Member

- (a) A Corporate Member shall forthwith advise the Club of any change of name of such Corporate Member and the Corporate Subscribership Certificate(s) of that Corporate Member shall be re-issued accordingly upon payment of the fee set out in Appendix IV of the Bye-laws.
- (b) In the event that a Corporate Member shall fail to advise the Club of any change of name, within one month, the Corporate Member shall pay the fee for re-issuance of each Corporate Subscribership Certificate and the penalty fee set out in Appendix IV of the Bye-laws.

8. Certifications and translations

All copies of documents required to be submitted to the Club as set out in this Policy Statement shall be certified as true and complete copies of their originals by a Solicitor of the High Court of Hong Kong Special Administrative Region and, where the original is not in English, be accompanied by a translation into English by a translator acceptable to the Club.

9. Waivers

The Committee shall have a general power of waiver in respect of all or any documents to be submitted, or fee (or penalty fee) payable, pursuant to this Policy Statement and may modify or reduce the requirements in respect thereof as it shall see fit, either generally or on a case by case basis.

6.6 DISPLACED CORPORATE NOMINEE

- 1. A Corporate Nominee, who is losing his or her “nomineeship,” in certain appropriate circumstances will (together with Family members) be allowed to continue to use the Club premises and to purchase goods and services from the Club pursuant to Article 6.4. These circumstances may include when such person is seeking to join the Club via another route or when such person is leaving Hong Kong within a few months.
- 2. Use of Club Premises will be granted at the discretion of the General Committee upon the recommendation of the Membership Sub-committee and will generally be for a maximum period of three months. However, in exceptional circumstances, this may be extended, with the absolute maximum total period of usage being six months.

3. For the avoidance of doubt, the same Monthly Subscriptions will continue to be payable and the person will have the usual rights applicable to a Corporate Nominee only, during the period of displacement.

6.7 PARTNER OF A MEMBER

1. A Partner of a “single” Member may be issued with a Spouse of Member Membership Card, upon being approved by the General Committee.
2. The following provisions shall apply:
 - (a) A ‘Partner’ is an adult of either gender who co-habits (or otherwise exhibits a spousal relationship) with the Member, without matrimonial status for the relationship.
 - (b) The Member shall at all times be responsible for the settling of the accounts accrued by his or her Partner. All charges shall be debited to the Member’s account.
 - (c) Should a Member and his or her Partner cease to be “Partners” then the Member must, within 28 days, notify the Membership Services Manager of this fact. The Spouse of Member Membership Card will then be cancelled with immediate effect. The Member and his or her Partner shall sign a form of undertaking to this effect.
 - (d) The Partner of a Member who is absent from Hong Kong for a period in excess of three months without requesting his or her name to be entered on the Absent Members’ List shall not be permitted to continue to use any Club facilities for a period in excess of the three months for which that Member is absent.
 - (e) The issue of a first Spouse of Member Membership Card will be free of charge. Subsequent Spouse of Member Membership Cards issued to the same Member, for a different Partner, will be subject to a charge determined from time to time by the General Committee and as set out in Appendix IV of the Bye-laws. Only one Spouse of Member Membership Card may be issued in respect of a Member at any one time.
 - (f) A Spouse of a Member Membership Card will only be issued to the Partner of a Sports Preferred Associate or a Sports Debenture Associate (over 28 years of age) if the Member concerned has completed a minimum of six months Membership of the Club. For Junior Associates and Sports Debenture Associates between 21 years of age and 28 years of age, who have completed a minimum of six months Membership of the Club, a Spouse of Member Membership Card may be issued subject to certain criteria approved by the General

Committee. A Junior Associate under 21 years of age is not eligible to apply for a Spouse of Member Membership Card.

- (g) For the avoidance of doubt, in the event of a Member ceasing to be a Member, for any reason, the Spouse of Member Membership Card of a Partner shall be terminated with immediate effect in accordance with Article 3.11. (A) (ii).

6.8 CHILD OR SPOUSE: SPORTS PREFERRED MEMBERSHIP (ARTICLE 3.11. (B))

1. Pursuant to Article 3.11. (B):
 - (a) Junior Associate membership shall be open to a Child under 28 years of age where such Child is, in the opinion of the General Committee, at the least, actively involved in sports where Sports Preferred Associate Membership is applicable ;
 - (b) Sports Preferred Associate membership (or where such Spouse is under 28 years of age, Junior Associate membership), shall be open to a divorced or separated Spouse where such Spouse is, in the opinion of the General Committee, at the least, actively involved in sports; and
 - (c) Sports Debenture Associate membership shall be open to a Child or Spouse of at least 21 years of age where such Child or Spouse is, in the opinion of the General Committee, capable of playing or involvement at the highest individual or team level engaged in league or inter-club competitions in a Section or Designated Sports Association (where preferred membership is permitted) or otherwise satisfies the criteria set out in Policy Statement 6.2. (i).
2. Junior Associate and Sports Debenture Associate membership may be converted to Full membership in accordance with the conditions prescribed from time to time by the General Committee in that respect.
3. An applicant for Sports Preferred membership pursuant to Article 3.11. (B) shall have been the holder of a Dependant Card under the same Account Number for a period of at least three years in good standing.
4. When an applicant for Sports Preferred membership pursuant to Article 3.11. (B) must be “at the least, actively involved in sports”, the following guidelines shall apply:
 - “sports” includes sports which are the responsibility of any Section, Designated Sports Association or Society or any other competitive recreational sport or activity.
 - involvement may be as a player, coach, referee or similar.
 - where applicable, the applicant should be registered with the governing body of that sport or activity, and any relevant body within the Club.

- the applicant must predominantly participate in the sport for or at the Club, or have the ability or potential to do so, or be able to add value in any other significant manner to the Club’s Mission Statement: “to facilitate the development and participation of recognised sporting activities”.
 - involvement need not be at the highest level, but should be at least to a representative club standard, or equivalent; involvement on a “social” level only will not qualify.
5. An applicant for Sports Preferred membership pursuant to Article 3.11. (B) shall be subject to the current requirements as to commitment in that respect. The General Committee may, however, in the case of any application by a Spouse pursuant to Article 3.11. (B), take account of any commitment in respect of any sport which the applicant may have, or may be deemed to have, performed whilst holding a Spouse of Member Membership Card. In circumstances where a divorced Spouse of a Member has previously been a Member, in their own right and then relinquished their membership upon marriage to a Member, the following will apply:

The individual will be required to submit a letter describing their circumstances. The GC will consider and may approve reinstatement of membership. The reinstatement of this membership will be subject to the payment of an amount of money equivalent to the difference between the entrance fee originally paid and the current Sports Preferred Membership entrance fee.

6.9 ACCELERATED FULL MEMBERSHIP (NON-SPORTS PREFERRED)

1. Corporate Nominee

A Corporate Nominee (who must be a full-time employee of the Corporate Member) of at least three consecutive years’ good standing as the Nominee of the same Corporate Member may be nominated to become a Full Member pursuant to Article 3.3. (A) (iii), subject to paying the Full Membership (Non-Sports Preferred) entrance fee, attending a Membership Sub-committee meeting and being approved by the General Committee.

2. Child of a Member

A Child of a Member of at least three years’ good standing, on attaining 26 years of age, may be nominated to become a Full Member pursuant to Article 3.3. (A) (iii), subject to paying the Full Membership (Non-Sports Preferred) entrance fee, attending a Membership Sub-committee meeting and being approved by the General Committee. This right ceases on attaining 27 years of age. Assessment criteria for candidates shall include their sporting credentials (and/or those of their family, if appropriate) whether as a participant or supporter or other category of interest or contribution, sociability, interest or participation in Club affairs, Bye-law knowledge, use of Club facilities and F&B spending expectation.

3. Divorced/Separated Spouse

A Spouse who has divorced or separated and is not actively involved in sports, to a Club representative standard, may apply to become a Full Member pursuant to Article 3.11. (B), subject to paying the Full Membership (Non-Sports Preferred) entrance fee, attending a Membership Sub-committee meeting and being approved by the General Committee. Each application will be treated on a case by case basis but, to be eligible, the applicant should have used the Club facilities for a minimum of three years (for the avoidance of doubt they must have held a Spouse of Member Membership Card under the same account number for a minimum of three years and have been of good standing during this period).

6.10 LIFE MEMBERS, HONORARY MEMBERS, HONORARY VICE PRESIDENTS AND SPORTS HONOUR BOARD

1. Life Members

The Articles allow for Full Members who have rendered valuable service to the Club, on the recommendation of the General Committee, to be elected Life Members of the Club by ordinary resolution passed at a General Meeting.

To be considered for Life Membership, a candidate should have fulfilled the following minimum criteria:-

- (a) have dedication of an extremely high level, well above and beyond the normal level expected of a Member; and
- (b) have made a substantial contribution, either of a “one off” nature, or series of contributions, whether involving:
 - (i) the playing, coaching or development of (or other involvement in) sport for the Club, particularly where such contribution demonstrably assists the Club to attain or maintain its Vision to be recognized as one of the leading sports clubs in the world; or
 - (ii) serving in an administrative (or similar) capacity involving the devotion of time and/or expertise without expectation of reward, particularly where such contribution saves considerable expenditure or markedly increases revenue for the Club or distinctly enhances the enjoyment of Club life for Members or otherwise demonstrably assists the Club to attain, maintain or surpass the Aims and Values set out in its Mission Statement.

As a token of appreciation for such service and achievement, the General Committee may recommend, purely on merit, Life Membership, and should not take into account any other honour, by way of title or otherwise, already bestowed.

2. Honorary Members

The Articles allow the Chairman and the Honorary Secretary to nominate notable persons for approval by the General Committee as Honorary Members of the Club. To be considered for Honorary Membership a candidate should have fulfilled, the following minimum criteria:-

- (a) be an internationally recognised personality in their respective sport;
- (b) not be normally resident in Hong Kong nor come to Hong Kong frequently;
- (c) not normally have been a Member of the Club;
- (d) have benefited, or have the potential to benefit, the Club and/or sport in Hong Kong.

Each nomination put forward by either the Chairman or the Honorary Secretary shall be subject at all times to General Committee approval.

3. Honorary Vice Presidents

A candidate for this honour should have held the office of President, Vice President, Chairman, Honorary Secretary or Honorary Treasurer or high office within a Section, Designated Sports Association or Society.

A candidate need not reside in Hong Kong or come to Hong Kong frequently. The position is a life appointment. Candidates are nominated by the General Committee and elected by ordinary resolution passed at a General Meeting. A candidate should be asked if he or she will accept (as it would normally mean an end to any involvement on the General Committee, etc.). Other honours bestowed should not offset a candidate's appointment.

4. Sports Honour Board

A candidate whose name is to be entered on the Sports Honour Board should have fulfilled, the following minimum criteria:

- (a) he or she must have won a recognised world sporting event (this to include world events where there are age categories); or
- (b) he or she must have attained a notable position in the world of sport (eg appointment to an international sporting body); and
- (c) he or she must be a Member, or a Spouse of a Member of the Club at the time of his or her success or appointment.

Each nomination put forward for inclusion on the Sports Honour Board shall be subject at all times to General Committee approval.

5. Recommendations

Sections, Designated Sports Associations and Societies, as well as individual Members, can make recommendations to the General Committee (through the Honorary Secretary) for appropriate individuals to be considered for nomination as a Life Member or Honorary Vice President. Such recommendations can be made at any time, and the General Committee will normally make its decision on nominations at its meeting scheduled at about six weeks before an Annual General Meeting.

7. CHARITY ACTIVITIES

The Club is increasingly being approached by organisations seeking to conduct some form of fund-raising activity on the Club's premises with the aim of raising money for some charity or other. As a result of this, the Club has determined it needs to have a consistent policy to deal with such requests.

1. Definition

All capitalised terms not defined herein shall bear the same meaning as set out in the Club's Articles of Association and the Policy Statements.

"Charity Activity" means any activity or activities whereby money, goods and/or services are collected and/or organised for a charitable cause.

"Charity Activity in association with the Club" refers to the situation where a particular Charity Activity is seen to be connected with the Club, whether in fact or in appearance, and includes, but is not limited to, the following situations:-

- (i) where the mailing list and/or other communication network associated with the Club and/or its Sections/Designated Sports Associations/Societies are used for the purpose of the Charity Activity; and
- (ii) where the notice/advertisement of the Charity Activity is displayed on the Club Premises or in any publication issued by or in the name of the Club.

- 2. Any Charity Activity to be carried out on the Club Premises or in association with the Club must be approved by the Club's General Committee.
- 3. In order to obtain the approval of the Club's General Committee, as provided in paragraph 2 above, a proposal for the Charity Activity must be submitted in writing to the Club's General Committee 6 weeks in advance of the proposed Charity Activity, or such other period as the Club's General Committee in its sole discretion deems appropriate.
- 4. The proceeds from each Charity Activity will be counted and verified by the Club's accounts department. The details of the amount of money and/or goods collected will be provided to any Club member on request but will not otherwise be generally publicised.