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RULES AND BY-LAWS

# THE DYNASTY CLUB

## TABLE OF CONTENTS

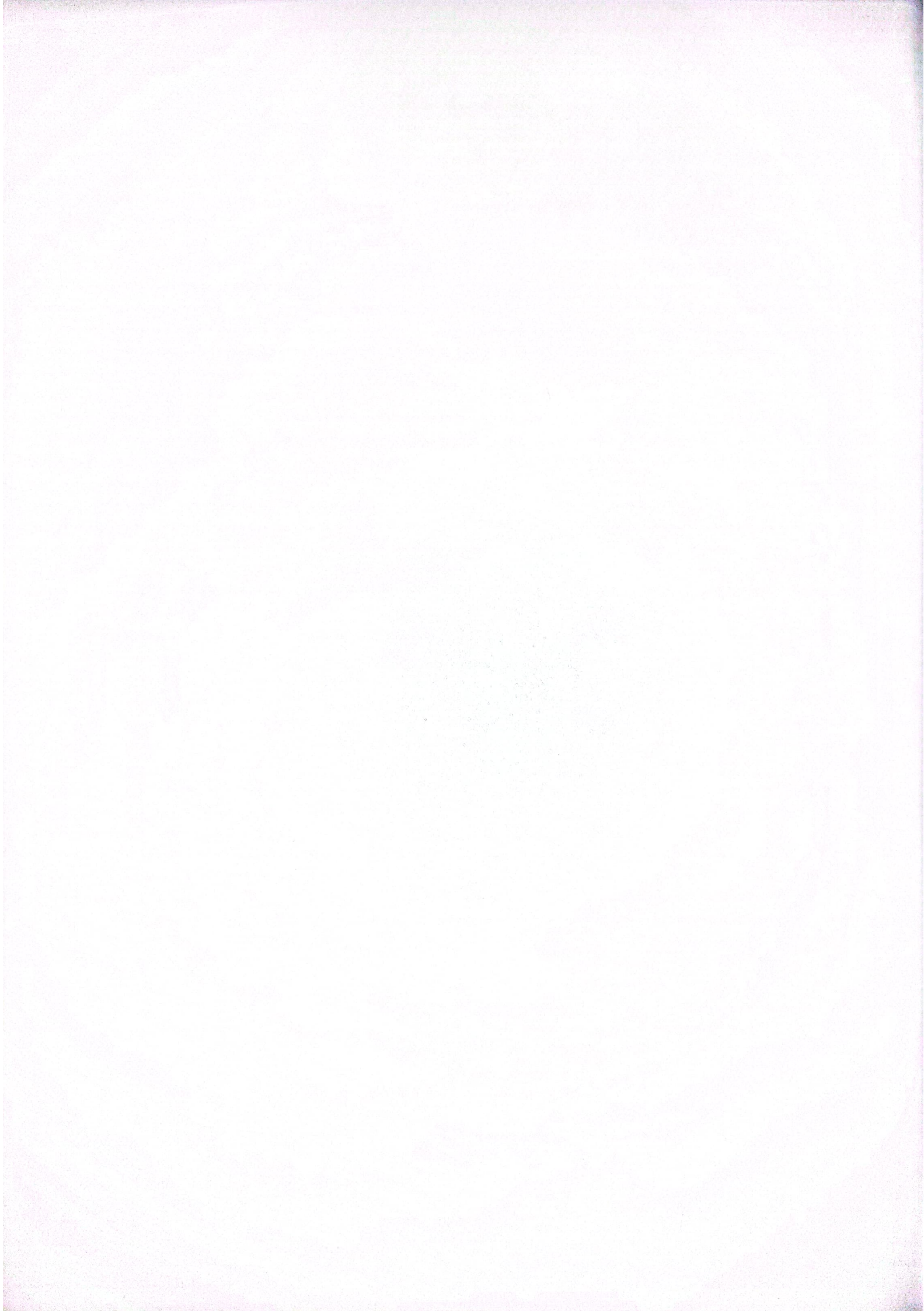
### RULES

	Page
1. Interpretation .....	5-6
2. General .....	6-7
3. Memberships and Patronage .....	7-8
4. Founding Membership .....	8
5. Individual Membership .....	8-9
6. Family Membership .....	9-10
7. Corporate Membership .....	10-11
8. Patronage .....	12
9. Honorary Membership .....	12
10. Temporary Membership .....	12
11. Transfer of Membership .....	12-13
12. Nominees .....	13-14
13. Guests .....	14-15
14. Visitors .....	15
15. Entrance Fees and Subscriptions .....	15-16
16. Membership Cards .....	16
17. Executive Committee .....	16-18
18. The Company .....	18
19. Use of Club and Club Facilities at Members' and Patrons' Risk, etc.....	18-19
20. Settlement of Accounts .....	19-20
21. Discipline .....	20
22. Absent Members .....	20-21
23. Resignation of Members .....	21-22
24. Death, Winding-Up, and Bankruptcy .....	22
25. Notices .....	22-23
26. Disputes .....	23

## BY-LAWS

	Page
A. MEMBERSHIP CARDS .....	24
B. CLUB FACILITIES	
1. Tennis Courts .....	24-25
2. Squash Court .....	26-27
3. Swimming Pools and Changing Rooms .....	27-28
4. Sports & Recreation Centre .....	28-29
5. Private Function Rooms .....	29
6. Children's Playroom, Game Room and Playground .....	29
7. Functions Rooms .....	30
8. Golf Facility .....	30
9. Reciprocal Arrangements .....	30
C. GENERAL	
1. Standard of Dress .....	30
2. Food and Beverage .....	30
3. Noise .....	30-31
4. Gambling .....	31
5. Pets .....	31
6. Restricted Areas .....	31
7. Club Property .....	31
8. Loss or Theft of Property .....	31
9. Liability of the Club .....	31
10. Lost Property .....	31
11. Club Employees .....	32
12. Domestic Helpers .....	32
13. Complaints .....	32
14. Suggestions .....	32
15. Advertising .....	32

	Page
D. GUESTS.....	32
E. CAR PARKING .....	33
F. SIGNING OF CHITS .....	33
G. MONTHLY SUBSCRIPTIONS .....	33
H. PAYMENT OF ACCOUNTS .....	33-34



# THE DYNASTY CLUB

## RULES

### 1. INTERPRETATION

1.1 In these Club Rules and in the By-laws made in accordance with these Club Rules, the following words and expressions shall have the following meanings except where otherwise expressed or required by the context:

#### Words and Expressions

#### Meanings

“Executive Committee”	The committee constituted under Rule 17 and references to any power exercisable by the Executive Committee shall include references to any power delegated by it under Rule 17.4
“By-laws”	The By-laws of the Club made by the Company in accordance with Rule 18 and may be amended, revoked or re-enacted in accordance with Rule 2.4
“Club”	The Dynasty Club
“Club Secretary”	The Secretary of the Club appointed by the Company in accordance with Rule 18.3
“Committee Member”	A member of the Executive Committee
“Company”	The Dynasty Club Limited
“Entrance Fee”	The non-refundable entrance fee payable upon admission to Membership referred to in Rule 15
“Club Manager”	The General Manager of the Club referred to in Rule 18.3
“Member”	A Founding, Individual, Family, Corporate, Honorary, Temporary Individual and Temporary Family Member and “Membership” shall be construed accordingly
“Membership Card”	A membership card issued to a Patron, a Member, and a Nominee in accordance with Rule 16

- “Nominee” A person nominated by a Patron or a Member (other than an Individual or a Temporary Individual Member) and approved by the Executive Committee in accordance with the Rules to use and enjoy the Club and its facilities and “Patron Nominee”, “Founding Member Nominee”, “Family Member Nominee”, “Corporate Member Nominee”, “Corporate Member Family Nominee”, “Honorary Member Nominee”, and “Temporary Family Member Nominee” shall be construed accordingly
- “Patron” A Patron of the Club appointed by the Company pursuant to Rule 8 and “Patronage” shall be construed accordingly
- “Club Rules or the Rules” These rules as amended, revoked or re-enacted from time to time by the Company in accordance with Rule 2.4
- “Subscriptions” The monthly subscriptions referred to in Rule 15

- 1.2 If the context permits or requires, words importing a gender shall include every gender and words importing the singular shall include the plural and vice versa.
- 1.3 Headings are inserted for convenience only and shall not affect the construction of the Rules or the By-laws.

## **2. GENERAL**

- 2.1 The Club is a proprietary club owned by the Company. The Company shall provide the Club with all facilities necessary for carrying on the Club in accordance with its object, these Rules and the By-laws (as amended from time to time).
- 2.2 The name of the Club is “The Dynasty Club”. The Company may at any time change the name of the Club to such other name as it shall think fit.
- 2.3 The object of the Club is to provide recreational, sports and dining facilities for its Members issued with Membership Cards.
- 2.4 All Members, Nominees, and Patrons are subject to the Rules and the By-laws which may be amended, revoked or re-enacted by the Company

from time to time by notice in writing to the Members provided that no such amendment, revocation or re-enactment shall put any Member under any further financial liability save as provided in Rule 3.3.

- 2.5 No Member or Patron shall have any rights against or under any obligations to any other Member by virtue of his possession of a Membership Card, his application for and admission to Membership or election to Patronage, as the case may be.
- 2.6 No person is entitled to apply or register for more than one type of membership of the Club.

### **3. MEMBERSHIPS AND PATRONAGE**

3.1 The Club shall have the following types of Members:

- (a) Founding Members;
- (b) Individual Members;
- (c) Family Members;
- (d) Corporate Members;
- (e) Honorary Members;
- (f) Temporary Individual Members; and
- (g) Temporary Family Members.

The Company may invite and appoint Patrons in accordance with the Rules.

- 3.2 The Company may in its sole discretion increase or decrease the number of any type of Member or create new types or cancel any types of Member from time to time.
- 3.3 Every Member and Patron issued with a Membership Card shall, subject to the Rules and the By-laws, be entitled to use and enjoy in common with other Members and Patrons issued with Membership Cards, and other persons licensed by the Company, the facilities of the Club, but shall not by reason of his Membership or Patronage be under any financial liability except for the payment of the Entrance Fee, the Subscriptions (if and whilst he remains a Member) and other amounts payable by him under the Rules and the By-laws in order to obtain a Membership Card.
- 3.4 No Member or Patron shall, by virtue of his Membership or Patronage, be entitled to any interest in the funds or assets of the Company or the Club, or to participate in the gains or profits of the Company.



- 3.5 All Members and Patrons shall observe the Rules and the By-laws and shall be fully responsible for all acts, conduct and liabilities made or committed by their respective Nominees (if any) and the guests introduced by them and shall cause such Nominees and guests to observe the Rules and the By-laws.
- 3.6 Members without Membership Cards shall not be entitled to use and enjoy any facilities of the Club.

#### **4. FOUNDING MEMBERSHIP**

- 4.1 The Company may at any time before the official opening of the Club at its absolute discretion invite and appoint individuals to be Founding Members of the Club and they shall remain as Founding Members at the pleasure of the Company.
- 4.2 No Entrance Fee or Subscriptions shall be payable by Founding Members.
- 4.3 A Founding Member shall be entitled to the same rights and privileges of a Family Member issued with a Membership Card unless otherwise provided for in the By-laws. Appropriate Membership Cards will be issued to Founding Members and their Nominees without payment of any sums relating to the issue of Membership Cards.
- 4.4 Founding Members shall abide by the Rules and the By-laws and shall have no power or authority whatsoever in relation to the administration of the Company and the Club other than the privileges of being deemed to have the privileges accorded to Family Members issued with Membership Cards.

#### **5. INDIVIDUAL MEMBERSHIP**

- 5.1 An Individual Member shall be an individual over the age of 21 years.
- 5.2 All applications for Individual Membership shall be made in a form prescribed by the Company from time to time. Applicants shall provide such further information in connection with an application as may be required by the Executive Committee.
- 5.3 Upon admission to the Club as an Individual Member, the applicant shall pay to the Company the Entrance Fee and thereafter pay the Subscriptions (whilst he remains a Member). Upon full payment of the Entrance Fee, the Club Secretary shall enter the name of the applicant onto the Register of Individual Members and shall, upon satisfactory evidence that any

other sums payable have been paid, issue to the applicant a Membership Card indicating that the registered holder of such card is an Individual Member.

- 5.4 An Individual Member may apply to surrender his Individual Membership for Family Membership in accordance with Rules 6.4 and 6.5.
- 5.5 An Individual Member issued with a Membership Card shall be entitled to use and enjoy the Club's facilities in accordance with the Rules and the By-laws.
- 5.6 An Individual Member shall not be entitled to nominate any Nominees.

## **6. FAMILY MEMBERSHIP**

- 6.1 A Family Member shall be an individual over the age of 21 years.
- 6.2 All applications for Family Membership shall be made in a form prescribed by the Company from time to time. Applicants shall provide such further information in connection with an application as may be required by the Executive Committee.
- 6.3 Upon admission to the Club as a Family Member, the applicant shall pay to the Company the Entrance Fee and thereafter pay the Subscriptions (whilst he remains a Member). Upon full payment of the Entrance Fee, the Club Secretary shall enter the name of the applicant onto the Register of Family Members and shall, upon satisfactory evidence that any other sums payable have been paid, issue to the applicant a Membership Card indicating that the holder is a Family Member; and to each of the Nominees nominated and approved under Rule 6.7 a Membership Card in the name of the Family Member and endorsed with the name of the Nominee indicating that the registered holder is a Family Member Nominee.
- 6.4 An Individual Member who was single when he was admitted to Membership (whether through direct application or transfer of Membership) may, on application and subject to the approval of the Executive Committee, surrender his Individual Membership for Family Membership upon production of his marriage certificate, payment of a transfer fee and any other sums payable in order to obtain an appropriate Membership Card. Such transfer fee shall be equal to the difference between the Entrance Fee payable on admission to Family Membership on the date of application hereunder and the Entrance Fee that he has paid

on his admission to Individual Membership. If the Individual Member has acquired his Individual Membership through a transfer or a series of transfers of Individual Membership, the transfer fee shall be equal to the difference between the Entrance Fee payable on admission to Family Membership on the date of application hereunder and the Entrance Fee paid by the first transferor of the relevant Individual Membership.

- 6.5 Application for surrender of Individual Membership for Family Membership shall be made in a form prescribed by the Company from time to time, and shall be made to the Executive Committee which may approve or reject the application at its absolute discretion without assigning any reason therefor. The Executive Committee may require the Individual Member to submit further information to support his application. After his application has been approved, the applicant shall pay to the Company the transfer fee referred to in Rule 6.4 and thereafter pay the Subscriptions payable by Family Members. Upon full payment of the transfer fee and return of the applicant's original Membership Card, the Club Secretary shall delete his name from the Register of Individual Members and enter his name onto the Register of Family Members. The Club Secretary shall, upon satisfactory evidence that any other sums payable have been paid, issue to the Family Member a Membership Card indicating that the registered holder is a Family Member; and to each of the Nominees nominated and approved under Rule 6.7 a Membership Card in the name of the Family Member and endorsed with the name of the Nominee, indicating that the registered holder is a Family Member Nominee.
- 6.6 The surrender of Individual Membership for Family Membership shall not affect any rights and liabilities of the Individual Member and the Company antecedent to the surrender.
- 6.7 A Family Member issued with a Membership Card shall be entitled to use and enjoy the Club's facilities in accordance with the Rules and the By-laws. Every Family Member shall also be entitled to nominate, subject to the approval of the Executive Committee and the payment of the prescribed handling fees, his spouse and two children under the age of 21 years to be Family Member Nominees.

## **7. CORPORATE MEMBERSHIP**

- 7.1 A Corporate Member shall be a corporation duly incorporated and validly existing under the laws of the jurisdiction of its incorporation or a

partnership or an unincorporated association validly existing and recognised by the Executive Committee.

- 7.2 All applications for Corporate Membership shall be made in a form prescribed by the Company from time to time, indicating whether the applicants intend to nominate one Nominee (“One-Nominee Corporate Members”) or two Nominees (“Two-Nominee Corporate Members”) or three Nominees (“Three-Nominee Corporate Members”). Applicants shall provide such further information in connection with an application as may be required by the Executive Committee.
- 7.3 Upon admission as a Corporate Member, the applicant shall pay to the Club the Entrance Fee and thereafter pay the Subscriptions (whilst it remains a Member and irrespective of whether it has made any nominations under Rule 7.4). Upon full payment of the Entrance Fee the Club Secretary shall enter the name of the applicant onto the Register of Corporate Members. The Club Secretary shall, upon satisfactory evidence that any other sums payable have been paid, issue to each of the Nominees nominated and approved under Rule 7.4 a Membership Card in the names of the Corporate Member and endorsed with the name of the Nominee, indicating that the registered holder is a Corporate Member Nominee. The Club Secretary shall also, upon satisfactory evidence that any other sums payable have been paid, issue to each of the Nominees nominated and approved under Rule 7.5 a Membership Card in the names of the Corporate Member and the Corporate Member Nominees and endorsed with the name of the Nominee, indicating that the registered holder is a Corporate Member Family Nominee.
- 7.4 Subject to the approval in each case of the Executive Committee and payment of the prescribed handling fees, a Corporate Member may nominate one, two or three individuals over the age of 21 years to be Corporate Member Nominees, as the case may be. It may withdraw and, subject to the approval of the Executive Committee and payment of the prescribed fees, substitute for such nominations by giving one month’s written notice to the Club Secretary.
- 7.5 Every Corporate Member Nominee shall be entitled to nominate, subject to the approval of the Executive Committee and the payment of the prescribed fees, his spouse and two children under the age of 21 years to be Corporate Member Family Nominees.

## **8. PATRONAGE**

- 8.1 The Company may from time to time and at its absolute discretion invite and appoint individuals to be patrons of the Club and they shall remain as Patrons at the pleasure of the Company.
- 8.2 No Entrance Fee or Subscriptions shall be payable by Patrons.
- 8.3 A Patron shall be entitled to the same rights and privileges of a Family Member issued with a Membership Card unless otherwise provided for in the By-laws. Appropriate Membership Cards will be issued to Patrons and their Nominees without payment of any sums relating to the issue of Membership Cards.
- 8.4 Patrons shall abide by the Rules and the By-laws and shall have no power or authority whatsoever in relation to the administration of the Company and the Club other than the privileges of being deemed to have the privileges accorded to Family Members issued with Membership Cards.

## **9. HONORARY MEMBERSHIP**

The Company may invite any individuals to become Honorary Members on such terms as it considers appropriate.

## **10. TEMPORARY MEMBERSHIP**

The Company may allow any individuals to become Temporary Individual Members or Temporary Family Members or Temporary Family Member Nominees and use the facilities of the Club on such terms as it considers appropriate.

## **11. TRANSFER OF MEMBERSHIP**

- 11.1 Patronage, Founding, Honorary, Temporary Individual and Temporary Family Membership shall not be transferable. No transfer of an Individual, Family or Corporate Membership may be made except with the prior written consent of the Executive Committee, which consent may be given or withheld in its absolute discretion without assigning any reasons therefor. All applications for the transfer of an Individual, Family or Corporate Membership shall be in a form prescribed by the Company from time to time and the transferee shall be required to complete an application for Membership in the appropriate form. The transferring Member and the transferee shall provide such further information in

connection with the transfer, as the Executive Committee may require. One-Nominee Corporate Membership cannot be converted into Two-Nominee Corporate Membership. Two-Nominee Corporate Membership cannot be converted into Three-Nominee Corporate Membership.

- 11.2 The Company shall be entitled to charge the transferee a transfer fee at such sum or rate as prescribed by the Executive Committee from time to time.
- 11.3 No transfer shall be registered unless effected with the prior written consent of the Executive Committee and until the transfer fees payable under Rule 11.2 have been paid and all outstanding accounts and payments incurred by the transferring Member have been settled.
- 11.4 Subject to the Rules and the By-laws, the Club Secretary shall only register a transferee as Member upon the production of all Membership Cards issued to or in the name of the transferring Member and his Nominees. Upon admission of the transferee to Membership, the transferor shall cease to be a Member and all Nominees nominated by the transferor shall cease to be Nominees.
- 11.5 Upon admission to Membership, the transferee shall be entitled to all the rights of an Individual, Family or Corporate Membership, as the case may be, and shall be bound by the Rules and the By-laws and shall, upon payment of all other sums payable to the Company, be issued with appropriate Membership Cards according to the Rules and the By-laws.
- 11.6 Without prejudice to the foregoing, no application for transfer of Membership will be considered unless it is made 12 months after admission to Membership. In any event no application for transfer shall be made until after 1st January, 1991.

## **12. NOMINEES**

- 12.1 The Club shall have the following types of Nominees:
  - (a) Founding Member Nominees;
  - (b) Family Member Nominees;
  - (c) Corporate Member Nominees and Corporate Member Family Nominees;
  - (d) Honorary Member Nominees;
  - (e) Temporary Family Member Nominees; and
  - (f) Patron Nominees.

- 12.2 The Company may in its sole discretion increase or decrease the number of any type of Nominee or create new types or cancel any types of Nominees from time to time.
- 12.3 All nominations shall be made in accordance with the Rules and the By-laws and shall be subject to the approval of the Executive Committee which may accept or reject any nomination in its absolute discretion without assigning any reasons therefor. The Executive Committee may require the Member concerned to supply such information on the individual(s) nominated by him as the Executive Committee may require.
- 12.4 After a nomination has been approved by the Executive Committee, the Club Secretary shall enter the name of the individual nominated onto the Register of Nominees upon the payment of the prescribed handling fees and shall, upon satisfactory evidence all other sums payable have been paid, issue a Membership Card in the name of the relevant Member for the use of the individual nominated.
- 12.5 A Nominee issued with a Membership Card shall be entitled to use and enjoy the Club's facilities until his nomination has been withdrawn or substituted, or until the relevant Member nominating him ceases to be a Member of the Club.
- 12.6 All Nominees shall abide by the Rules and the By-laws and the relevant Member concerned shall cause the Nominees to abide by the Rules and the By-laws in accordance with Rule 3.5.
- 12.7 The Company or the Executive Committee may in their absolute discretion and at any time impose limits or restrictions on the use and enjoyment of the Club's facilities by any Nominee whether or not such limits or restrictions are imposed on Members or on any other Nominees.

### **13. GUESTS**

- 13.1 Members, Patrons or Nominees may introduce visitors to the Club as guests, subject to the Rules and the By-laws. However, no Member, Patron or Nominee shall introduce, allow or authorize any guest to enter or remain at any of the Club's premises or to use or enjoy any of the Club's facilities unless the guest is accompanied by him.
- 13.2 Host Members, Patrons or Nominees must cause their guests to observe the Rules and the By-laws, and shall be responsible for their guests' conduct while their guests are at the Club, or using or enjoying the Club's facilities in accordance with Rule 3.5.

- 13.3 The Company or the Executive Committee may in their absolute discretion and without assigning any reasons therefor refuse entry to any guest.
- 13.4 Without limiting the foregoing, the Company may restrict the use and enjoyment of the Club or any of the Club's facilities to Members or to Members and Nominees only.

#### **14. VISITORS**

- 14.1 The Company may at any time at its absolute discretion allow individuals who are not Members, Patrons, Nominees, or their guests to enjoy specific facilities of the Club or the Club generally provided that these individuals shall not be entitled to the full rights and privileges bestowed to Members or Nominees.
- 14.2 Without limiting the generality of Rule 14.1, the Company may enter into reciprocal arrangement with clubs in Hong Kong or elsewhere under which Members and/or Nominees of the Club may enjoy the facilities of the other clubs and vice versa.

#### **15. ENTRANCE FEES AND SUBSCRIPTIONS**

- 15.1 Entrance Fees, which are non-refundable, shall be payable by Members upon admission to Membership in accordance with a scale prescribed by the Executive Committee from time to time.
- 15.2 Monthly Subscriptions shall be payable in advance on the first day of each calendar month by Members after admission to Membership and the first Subscription shall be payable by Members on the first day of the month immediately following his admission to Membership in accordance with a scale prescribed by the Executive Committee from time to time.
- 15.3 Each Member shall pay to the Company an additional Subscription on the first day of December of each year.
- 15.4 The Executive Committee may from time to time revise the Entrance Fees and/or the Subscriptions and all other fees and charges payable under the Rules and the By-laws.
- 15.5 The Company may impose default interest on a daily basis at a rate of not more than two and a half percent per month or such other rate as prescribed by the Executive Committee on a Member if he fails to pay Entrance Fee or any Subscription or any other fees or charges payable by the Member after such charges have fallen due.



15.6 Without prejudice to any rights and powers of the Company hereunder to vary the Entrance Fee and the Subscription, the Company may allow a discount on Entrance Fee and Subscription to persons who are admitted to Membership on or before the official opening of the Club.

## **16. MEMBERSHIP CARDS**

16.1 The Executive Committee shall set out conditions in the issue of Membership Cards, including any sums payable as a condition to apply for Membership Cards.

16.2 No Membership Cards shall be issued to any Member or Nominee unless such Member or the Member nominating the Nominee can produce evidence that Entrance Fees, Subscriptions and other sums payable under Rule 16.1 and any other part of the Rules or the By-laws have been paid. All Membership Cards are properties of the Company and are not transferable. All Members and Nominees must exercise all due care and attention to prevent the loss of their Membership Cards and the misuse thereof by any third party.

16.3 The Club Secretary shall issue a new Membership Card to a Member or Nominee who has lost his Membership Card upon application by the Member or the Member nominating the Nominee provided that satisfactory proof for loss of Membership Card shall have been submitted and the prescribed replacement fee shall have been paid.

16.4 When a Member ceases to be a Member of the Club for whatever reason, he shall return and procure the return of all Membership Cards issued to him and to any Nominees nominated by him. A prescribed lost card fee for unreturned Membership Card shall have been paid.

16.5 When a Corporate Member Nominee ceases to be a Nominee of the Corporate Member for whatever reason, the Corporate Member shall return and procure the return of all Membership Cards issued to that Corporate Member Nominee and to any Corporate Member Family Nominees nominated by that Corporate Member Nominee. A prescribed lost card fee for unreturned Membership Card shall have been paid.

## **17. EXECUTIVE COMMITTEE**

17.1 There shall be an Executive Committee of the Club comprising of such number of Committee Members as shall be determined and appointed by the Company.

17.2 The Executive Committee shall:-

- (a) carry out the duties conferred by the Rules and the By-laws, and in particular, to consider and approve, if it thinks fit, applications for Membership, nominations of Nominee, and applications for transfer of Membership in accordance with the Rules and the By-laws;
- (b) receive any complaint, suggestion or request made by any Member with regard to any matter concerning Membership or the day-to-day management or operation of the Club or any of its facilities, discuss such complaint, suggestion or request and recommend a course of action to the Company;
- (c) discuss any policy matters with regard to the management or day-to-day operation of the Club or any of its facilities referred to it by the Company and, if requested to do so by the Company, seek the views of the Members with regard to such matters; and
- (d) make such general recommendations to the Company with regard to the operation of the Club and its facilities as it may think fit.

17.3 The Executive Committee may regulate its meetings as it sees fit save that:-

- (a) 3 Committee Members shall constitute a quorum;
- (b) reasonable notice of a meeting of the Executive Committee shall be given;
- (c) all resolutions of the Executive Committee shall be carried by a simple majority of votes by those Committee Members present at such meeting, at which each Committee Member shall have one vote;
- (d) a Chairman of the Executive Committee will be appointed. In his absence, the Committee Members present at a meeting shall elect a Committee Member to be an Acting Chairman. The Chairman or the Acting Chairman shall have a casting vote; and
- (e) the Club Secretary and the Club Manager shall be entitled to attend all meetings of the Executive Committee but they shall not be entitled to vote at such meetings.

17.4 The Executive Committee may at any time appoint one or more sub-committee(s) or person(s) and delegate to such sub-committee(s) or person(s) such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Executive Committee under the Rules and

the By-laws) and for such period and subject to such conditions as it may think fit.

## **18. THE COMPANY**

- 18.1 The Company is the sole proprietor of the Club and it shall have the absolute right and power to manage the Club and deal with all matters relating to the Members, Patrons, Nominees, Memberships, and Patronage and any other matters concerning the Club.
- 18.2 The Company may assign or delegate any of its rights and powers under Rule 18.1 to any person it thinks fit.
- 18.3 Without limiting the generality of the foregoing, the Company shall appoint a Club Secretary who shall be an employee of the Company and shall procure the appointment of a Club Manager on such terms as it thinks fit. The Club Secretary shall be responsible for the secretarial works, membership and patronage affairs, and the performance of those of his duties stipulated in the Rules and the By-laws. The Club Manager shall be responsible for the day-to-day management of the Club and the performance of those of his duties stipulated in the Rules and the By-laws. The Club Secretary shall be responsible to the Executive Committee.
- 18.4 All contracts, agreements or arrangements made or effected in connection with the operation of the Club shall be made by the Company or its duly authorised servants or agents and no Member, Patron, Nominee or Committee Member shall have any present liability under any such contract, agreement or arrangement.
- 18.5 The Company may from time to time make, amend, revoke or re-enact the Rules and the By-laws in accordance with Rule 2.4. The Company shall notify Members of every such alteration in such manner as it may consider appropriate and every such alteration shall be binding on all the Members.
- 18.6 The rights and powers of the Company provided in this Rule 18 shall be in addition to and without prejudice to any other rights and powers of the Company under any other provisions in the Rules and the By-laws.

## **19. USE OF CLUB AND CLUB FACILITIES AT MEMBERS' AND PATRONS' RISK, ETC.**

- 19.1 Neither the Club, the Company nor any associated or affiliated companies of the Company shall have responsibility for any act, default, or

omissions of any of them or any of their servants or agents which result directly or indirectly in any damage whatsoever, including without limitation, death or personal injury or delay or loss of any nature to any Member, Patron, Nominee or guest or to the property or personal effects of such persons whilst any such person is using the Club or any of its facilities or whilst the property or personal effects of such persons are in the possession of any of them or their servants or agents.

- 19.2 All Members, Patrons, Nominees, guests, visitors and all other persons enter the Club premises and use the Club at their own risk. Each Member and Patron shall indemnify the Company in full against all claims, losses, damages, costs and expenses which the Company may suffer or incur as a result of or in connection with the breach by such Member or Patron, the Nominees or guests of such Member or Patron of these Rules and the By-laws, or any applicable rules or regulations or the use in any manner of the Club and each Member and Patron shall on demand pay in full to the Company such claims, losses, damages, costs and expenses.

## **20. SETTLEMENT OF ACCOUNTS**

- 20.1 Each Member and Patron shall be responsible for payment of all bills and accounts incurred by him, his guests and by the Nominees nominated by him or their guests.
- 20.2 All charges and expenses incurred by a Member, Patron, Nominee, and their guests at the Club or for using or enjoying the Club's facilities are payable by the Member or Patron concerned monthly in arrears unless otherwise provided for in the By-laws. Members, Patrons and Nominees must present their Membership Cards and countersign the relevant bills when such charges or expenses are incurred. Unless otherwise provided in the By-laws, cash payment for such charges or expenses is prohibited.
- 20.3 All accounts and/or payment notices must be settled by a Member within a prescribed period from the date of their presentation, failing which interest shall begin to accrue on all outstanding amounts at the rate referred to in Rule 15.5 and the Company may suspend or cancel his Membership without prejudice to the Company's right to recover any outstanding accounts or payments from the Member. The Company may, in its absolute discretion, restore Membership after all outstanding accounts or payments have been settled.

20.4 A Member, Patron or Nominee may be refused entry to the Club and deprived of the right to use or enjoy the Club's facilities for so long as there is any outstanding account or payment due from the Member or Patron as the case may be. Further, the Company may publish the name of any delinquent Members in any newsletters, circulars, or other publications of the Club.

## **21. DISCIPLINE**

21.1 The Executive Committee may prohibit any Member or Nominee who has contravened any of the Rules or the By-laws from entry or admission to the Club's premises and from using or enjoying the Club's facilities, for such period as it may think fit and during such period Subscriptions shall continue to be paid by such Member or, in the case of Nominees, the relevant Members.

21.2 In the event that a Member or any Nominee nominated by him is guilty of any serious or persistent contravention of the Rules or By-laws or is guilty of any conduct which in the absolute opinion of the Executive Committee is grave or is likely to cause injury to the reputation of the Club or the Company, the Company may, without liability either to itself or the Club, expel the offending Member from the Club and terminate his Membership forthwith and any sums paid to the Club or the Company shall be forfeited forthwith. Such Member shall immediately upon receipt of a letter of expulsion surrender to the Company all Membership Cards issued to him and his Nominees (if any).

21.3 A Member shall remain liable for any account or payment owed by him notwithstanding that he shall have ceased to be a Member.

## **22. ABSENT MEMBERS**

22.1 A Member may apply to the Club Manager to be placed on the Absent Members' List if he is a resident of Hong Kong and is absent from Hong Kong for a period of not less than 2 months and not more than 24 months and provided that a 12 months period has lapsed since the expiration of the last absentee membership application. Absent Membership is only applicable to Individual and Family Members, not for Corporate Memberships.

22.2 Any Member desirous of being placed on the Absent Members' List is required to give at least fourteen days' advance notice in writing to the Club Manager of the date of his departure and the anticipated date of return before he leaves Hong Kong and in default of so doing he shall be liable for the full monthly Subscription.

- 22.3 Provided that if fourteen days' advance notice in writing shall have been given to the Club Manager by any Member of his intended absence from Hong Kong for a period exceeding two consecutive months, such Member shall pay such Absent Member's Subscription as may be determined by the Executive Committee from time to time for each period between 2 and 24 consecutive calendar months' absence, such Member shall within seven days thereafter notify the Club Manager in writing of his return and irrespective of whether such notice is given or not, his aforesaid liability to pay monthly Subscription shall resume as from the date of his return to Hong Kong.
- 22.4 Any Member resident in Hong Kong between the first and last days of any calendar month shall be liable for his monthly Subscription for that month.
- 22.5 On being placed on the Absent Members' List, the Member shall be required to return to the Club Manager all Membership Cards issued to him and his Nominees (if any). All rights and privileges pertaining to the Membership shall be suspended. No sum of money shall be refundable during the period of absence.
- 22.6 If the Nominee of a Corporate Member is absent from Hong Kong for less than two calendar months, such Nominee may appoint a senior executive of the Corporate Member to use all the facilities of the Club, in his place, as if such appointment were actually made by the Corporate Member. All expenses by the appointee shall be borne and paid by the Corporate Member. For definition, refer to Rule 22.1.

## **23. RESIGNATION OF MEMBERS**

- 23.1 Any Member wishing to resign from his Membership of the Club shall give one-month notice in writing to that effect to the Company. The resigned Member shall have returned the Debenture to the Company as surrender of possession of the Debenture. The resigned Member shall have accepted the forfeiture of the right of demand for repayment of principal sum in respect of the Terms and Conditions 2 of Debenture. No notice of resignation shall be effective until such notice and original Debenture Certificate have been received by the Company and, where Membership Cards have been issued, such Member shall have duly surrendered Membership Cards issued to him and his Nominees (if any) and paid all sums outstanding and due to the Club up to the date of the surrender of all his Membership Cards or, where no Membership Cards have been issued, up to the date of receipt by the Company of the notice of resignation.

23.2 No refund of Entrance Fees or Subscriptions or any other sums shall be made by the Company in the event of a resignation.

23.3 Notwithstanding the receipt of the notice of resignation and the acceptance thereof by the Company, the resigning Member shall be liable for payment of fees and other sums due and owing to the Club incurred (if any) after resignation.

## **24. DEATH, WINDING-UP, AND BANKRUPTCY**

24.1 Patronage and all privileges of a Patron shall cease automatically upon his death or bankruptcy.

24.2 Upon the death or bankruptcy of a Founding, Individual, Family or Honorary Member, his Membership shall (subject to the discretion of the Executive Committee) be vested in his executor or personal representative or trustee-in-bankruptcy (as the case may be); upon the commencement of winding-up or dissolution of a Corporate Member, its Membership shall (subject to the discretion of the Executive Committee) be vested in its receiver or liquidator (as the case may be) and:-

(a) all rights and entitlements of the Nominees nominated by such Member shall cease; and

(b) the executor, personal representative, trustee-in-bankruptcy, receiver or liquidator (as the case may be) may elect to register as Member or to transfer the Membership to another individual or corporation (as the case may be), subject to the approval of the Executive Committee and the procedures regarding admission of Members as set out in the Rules.

## **25. NOTICES**

25.1 Every Member or Patron shall notify the Company of a correspondence address and all notices and communications in relation to the Club to the Member or Patron shall be sent to such address. Neither the Club nor the Company shall be obliged to take any notice of any address other than such registered address provided that the Member or Patron may notify the Club on any change of his registered address by reasonable notice.

25.2 Notices from a Member or Patron to the Company or the Club shall be given by sending the same in a sealed envelope addressed to the Company or the Club (as the case may be) at the registered office of the Company with postage prepaid. Notices to the Members or Patron shall be given by sending the same in a sealed envelope addressed to the Members or

Patron at their addresses registered in accordance with Rule 25.1 with postage prepaid. Every such notice shall be deemed to have been served 24 hours after the time of posting.

## **26. DISPUTES**

Any dispute or difference as to the interpretation or meaning of these Rules or the By-laws or any other matter connected with the Club or the Company shall be determined finally by the Company whose decision shall be final and binding on all parties concerned.



# **THE DYNASTY CLUB**

## **BY-LAWS**

The By-laws must be read in conjunction with the Club Rules. All words and expressions defined in the Club Rules shall have the same meanings in these By-laws. References to Members shall, where the context permits, include Patrons and the Nominee(s) of such Member or Patrons.

The Company may at any time alter or add to these By-laws.

### **A. MEMBERSHIP CARDS**

1. Only Members issued with Membership Cards are allowed to enjoy the facilities of the Club subject to the Rules and these By-laws.
2. Members and Nominees should carry their Membership Cards with them at all times while in the Club and present their cards at the time of signing any chits or if so requested by any executive or security staff of the Club or the Company.
3. Members who become Absent Members in accordance with Rule 22 of the Club Rules will be required to surrender all Membership Cards.
4. Membership Cards are not transferable and may only be used by the person whose name appears on the card.
5. Members must notify the Executive Committee in writing the loss of any Membership Card promptly and apply for the issue of a replacement card for which he shall be subject to a charge. Until notification is made to the Executive Committee, the Member will remain liable to pay in respect of any chits signed on such Membership Card.
6. Upon a person ceasing to be a Member, he shall forthwith return all Membership Cards to the Executive Committee, failing which he shall continue to be liable to pay monthly Subscriptions.

### **B. CLUB FACILITIES**

#### **1. TENNIS COURTS**

- (a) The courts will be open at such times as shall be determined by the Executive Committee.
- (b) The courts may be closed by the Executive Committee at any time in order for repairs or maintenance to be carried out.

- (c) Courts may be booked through the Sports & Recreation Centre receptionist in person or by telephone. Booking procedures may be changed by the Executive Committee from time to time.
- (d) Bookings may be cancelled without penalty provided that at least twenty-four hour's notice is given.
- (e) Each Member may only make one booking of sixty minutes.
- (f) Bookings may only be made in the name of the Member who actually uses the court. Guests may only play on the courts with Members.
- (g) At weekends, on public holidays and after 6 p.m. on weekdays restrictions may apply to the use of the courts by children under the age of 16 years.
- (h) The charges for use of the courts will be determined by the Executive Committee. If Members do not use a court booked they will still be liable to pay the court fee unless the courts are closed. Persistent failure by Members to use courts booked may result in bookings by such Members being refused.
- (i) The Member booking the court must present his Membership Card to the Sports & Recreation Centre receptionist and sign a chit for the court fee before play commences.
- (j) All players are required to be appropriately dressed for tennis and wear non-marking tennis shoes.
- (k) Coaching for Members may be arranged with coaches approved or appointed by the Executive Committee.
- (l) No food or drink may be brought onto the courts. Smoking in the courts is strictly forbidden.
- (m) The Executive Committee may from time to time arrange bookings of the courts for tournament matches and coaching sessions. These bookings will take priority over private bookings by Members.
- (n) An additional charge will be payable for court booking after 6 p.m.
- (o) If a court is not occupied within 10 minutes of commencement of the period for which it has been booked, the court may be allocated to any Member waiting to play and thereupon the original booking is automatically cancelled but the Member who booked that court will still be liable to pay the court fees.

## 2. SQUASH COURT

- (a) The court will be open at such times as shall be determined by the Executive Committee.
- (b) The court may be closed by the Executive Committee at any time in order for repairs or maintenance to be carried out.
- (c) Court may be booked through the Sports & Recreation Centre receptionist in person or by telephone. Booking procedures may be changed by the Executive Committee from time to time.
- (d) Bookings may be cancelled without penalty provided that at least twenty-four hour's notice is given.
- (e) Each Member may only make one booking of forty-five minutes.
- (f) Bookings may only be made in the name of the Member who actually uses the court. Guests may only play on the court with Members.
- (g) At weekends, on public holidays and after 6 p.m. on weekdays restrictions may apply to the use of the court by children under the age of 16 years.
- (h) The charges for use of the court will be determined by the Executive Committee. If Members do not use a court booked they will still be liable to pay the court fees unless the court is closed. Persistent failure by Members to use court booked may result in bookings by such Members being refused.
- (i) The Member booking the court must present his Membership Card to the Sports & Recreation Centre receptionist and sign a chit for the court fee before play commences.
- (j) All players are required to be appropriately dressed for squash and wear non-marking rubber soled shoes. Non-marking balls must be used.
- (k) Coaching for Members may be arranged with coaches approved or appointed by the Executive Committee.
- (l) No food or drink may be brought onto the court. Smoking in the court is strictly forbidden.
- (m) The Executive Committee may from time to time arrange bookings of the court for tournament matches and coaching sessions. These bookings will take priority over private bookings by Members.

- (n) An additional charge will be payable for court booking after 6 p.m.
- (o) If a court is not occupied within 10 minutes of commencement of the period for which it has been booked, the court may be allocated to any Member waiting to play and thereupon the original booking is automatically cancelled but the Member who booked that court will still be liable to pay the court fees.

### **3. SWIMMING POOLS AND CHANGING ROOMS**

- (a) The swimming pools and changing rooms will be open at such times as shall be determined by the Executive Committee.
- (b) The swimming pools and changing rooms may be closed by the Executive Committee at any time due to bad weather or in order for any repairs, cleaning or maintenance to be carried out.
- (c) The main pool may not be used by children under the age of 10 unless they are over 2 years old and accompanied in the pool by a responsible adult or a swimming instructor appointed by the Executive Committee.
- (d) The children's pool is exclusively for the use of children between the age of 2 and 10.
- (e) Parents are responsible for the safety of their children at all times while they are in or near either the main pools or the children's pool whether or not lifeguards are at hand. Parents must ensure that their children behave properly in and near the pools and that they do not cause any nuisance to the other persons using the pools.
- (f) No games may be played in or near the pools. Children under 10 may play with small toys in the children's pool.
- (g) Swimmers may not bring into the main pools any articles such as beach-balls, inflatable rings etc. except for swimming aids such as water-wings, rubber floating boards and goggles so long as they are securely attached.
- (h) Diving is only permitted at the deep end of the main pool. Divers must take care to ensure that nobody is in the way when they dive.
- (i) Swimmers must at all times comply with instructions given by any lifeguards or other staff on duty at the pools.

- (j) The Executive Committee may from time to time reserve the main pools or any part of the pools for competitions, swimming lessons or any other event. During such times other swimmers will be restricted from using the pools.
- (k) Persons who suffer from any infectious or contagious diseases or skin conditions may not use the pools.
- (l) All persons using the pools should co-operate in keeping the pools clean and sanitary. The foot bath and shower should be used before using the pools.
- (m) No food may be brought into the pools or the vicinity of the pools. Smoking in the pools is strictly forbidden.
- (n) All persons using the pools must use the changing rooms for dressing and undressing.
- (o) Lockers are provided in the changing rooms free of charge for the use of Members using the pools.
- (p) Members must sign a voucher for each locker key and towel used by them or their guests. These vouchers will be cancelled upon return of the locker keys and towels. If the locker key or towel is not returned the same day the voucher will be charged to the Member's account.
- (q) The Executive Committee will not be responsible for any loss, theft or damage in respect of any clothing, possessions or valuables brought into the changing rooms or kept in the lockers by Members, their nominees and guests.

#### **4. SPORTS & RECREATION CENTRE**

- (a) The Sports & Recreation Centre will be open at such times as shall be determined by the Executive Committee.
- (b) Persons using the equipment in the Sports & Recreation Centre do so at their own risk. They are advised to seek the advice of the instructor on duty in the Sports & Recreation Centre before using the equipment and to follow his instructions at all times.
- (c) Persons using the sauna and steam must shower first and behave decorously at all times.
- (d) Persons who suffer from any infectious or contagious diseases or skin condition may not use the facilities of the Sports & Recreation Centre.

- (e) Persons using the facilities of the Sports & Recreation Centre must be appropriately dressed.
- (f) Children under the age of 16 are not permitted to enter the gymnasium unless accompanied by one of their parents.
- (g) No food or drink may be brought into the Sports & Recreation Centre. Smoking within the Sports & Recreation Centre is strictly forbidden.
- (h) Drying of clothes and reading materials are not permitted in the sauna and steam rooms.
- (i) Charges and regulations for the use of the Sports & Recreation Centre shall be determined from time to time by the Executive Committee.

## **5. PRIVATE FUNCTION ROOMS**

- (a) The private function rooms will be open for use at such times as shall be determined by the Executive Committee.
- (b) Reservations for private function rooms shall be made through the Catering Office.
- (c) Nominees under the age of 16 may not enter the private function rooms unless accompanied by a Member or Nominee aged 16 or above.
- (d) Persons using the private function rooms must not cause undue noise so as to disturb other persons.
- (e) Charges and regulations for the use of the private function rooms shall be determined from time to time by the Executive Committee.

## **6. CHILDREN'S PLAYROOM, GAME ROOM AND PLAYGROUND**

- (a) The children's playroom, game room and playground will be open at such times as shall be determined by the Executive Committee.
- (b) Playgroups organized by the Executive Committee shall take priority of use of the children's playroom, game room and playground.
- (c) Parents shall be responsible for looking after their children while they are using the children's playroom, game room and playground unless their children are participating in a playgroup organized by the Executive Committee.

## **7. FUNCTIONS ROOMS**

Members may book function rooms in the Club premises for private functions through the Catering Team. Charges for booking rooms shall be determined by the Executive Committee.

## **8. GOLF FACILITY**

Charges and regulations for the use of the golf facility shall be determined from time to time by the Executive Committee.

## **9. RECIPROCAL ARRANGEMENTS**

The Company may make reciprocal arrangements with other clubs outside Hong Kong. Details of these arrangements will be notified to Members from time to time.

## **C. GENERAL**

### **1. STANDARD OF DRESS**

All persons in the Club premises should be appropriately dressed at all times. Persons dressed in swimming clothing, track suits or running shoes are not permitted outside the swimming pool areas. Persons in sports clothing are not allowed in the fine dining restaurants and function rooms. Smart casual dress is preferred in the Dynasty Café.

### **2. FOOD AND BEVERAGE**

No food or beverage may be brought into the Club premises for consumption there unless such food or beverage is required for medical purposes or for children under 3 years old. Alcoholic beverages will not be served to persons under the age of 18 years.

### **3. NOISE**

All persons should respect the comfort of other persons using the facilities of the Club and keep noise to a minimum level. In particular, no radios, tape-recorders, record players or musical instruments may be brought into

or used in the Club premises without the permission of the Executive Committee.

**4. GAMBLING**

No gambling of any description is permitted in the Club premises.

**5. PETS**

No pets may be brought into the Club premises.

**6. RESTRICTED AREAS**

No person shall be permitted in the kitchens, air-conditioning plant rooms or other operational areas of the Club premises.

**7. CLUB PROPERTY**

No person shall remove any property of the Club from the Club premises. Members shall be responsible for paying for any damage caused by them, their family or guests to any Club property.

**8. LOSS OR THEFT OF PROPERTY**

Neither the Company nor the Executive Committee shall be responsible for any loss or theft of any articles or property of any Member or any member of his family or guest of any Member whether they are left in any locker or elsewhere in the Club premises. No article or property should be entrusted to the care of the employees of the Company or the Executive Committee.

**9. LIABILITY OF THE CLUB**

The attention of Members is drawn to Rule 19 of the Club Rules and the exclusion of liability of the Company and the Executive Committee contained therein. Any persons entering the Club premises or using any of the facilities of the Club should at all times take care to observe any signs displayed by the Executive Committee concerning their safety. Parents are responsible at all times for the safety of their children while they are in the Club premises.

**10. LOST PROPERTY**

Any articles of value found in the Club premises will be kept in the Membership Office. If any article is not claimed within three months of its being found it may be disposed of by the Executive Committee.



## **11. CLUB EMPLOYEES**

Employees of the Company or the Executive Committee shall not be requested to carry out errands whether outside or within the Club premises.

## **12. DOMESTIC HELPERS**

Domestic Helpers must be accompanied by Members while entering or remaining at any of the Club's premises.

## **13. COMPLAINTS**

All complaints in respect of any matter concerning the Club or the behaviour or conduct of any employee of the Company or the Executive Committee must be made in writing to the Club Manager. No employee of the Company or the Executive Committee shall be reprimanded by any Member or any member of his family or guest of a Member.

## **14. SUGGESTIONS**

All suggestions regarding the Club and its facilities may be made in writing either to the Club Manager or to the Executive Committee.

## **15. ADVERTISING**

No form of advertising or display of advertising material is permitted in the Club premises. The name of the Club may not be used for any advertising or commercial purposes except with the permission of the Executive Committee.

## **D. GUESTS**

1. Members and Nominees (but not their children except on occasions specified by the Club Manager) may introduce guests into the Club premises.
2. The Member introducing a guest into the Club premises is responsible at all times for the behaviour of the guest and for ensuring that the guest abides by the Rules and these By-laws and must accompany the guest at all times while in the Club premises.
3. Guests are not permitted to sign any chits, use any cash coupons or make any other form of payment within the Club premises.
4. The use of facilities in the Club premises by guests may be restricted from time to time by the Executive Committee.

## **E. CAR PARKING**

Valet car parking may be available at such times and at such charges and on such conditions as shall be determined from time to time by the Executive Committee.

## **F. SIGNING OF CHITS**

1. All transactions within the Club must be paid for by signing of chits on presentation of a Membership Card or by the use of cash coupons which are obtainable against signed chits from the Reception Office but which may only be used by Members at the poolside bar or other locations as specified on the coupons. No cash transactions (including the payment of gratuities) are allowed in the Club.
2. Children of Members who hold Family Membership Cards may not sign chits in any of the bars, for private functions or, in all dining rooms.
3. Members are responsible for payment of all chits signed by their Nominees holding the relevant Membership Cards.

## **G. MONTHLY SUBSCRIPTIONS**

Each Member shall pay full monthly Subscriptions applicable to his class of membership in respect of each month or part of a month during which he is a Member. Any changes to the monthly Subscriptions shall be notified at least one calendar month in advance to Members from time to time. The Company will notify Members of the date when monthly Subscriptions will commence to be payable. Such monthly Subscriptions will be payable one calendar month in advance.

## **H. PAYMENT OF ACCOUNTS**

1. The account of every Member shall be made up to the end of each calendar month and as soon as possible thereafter be despatched to Members on or before the 7th of the following month.
2. Presentation of an account to a Member may be made by giving the account to the Member, or by leaving the account at, or posting the same to such address in Hong Kong furnished by the Member. Presentation shall be completed on the day when such account is personally given or left.

Where the account is sent by post, presentation shall be completed at the expiration of 24 hours from the time of such posting.

3. Should any account remain unpaid at the end of the month in which they are despatched, a reminder letter of such outstanding account shall be sent to the Member concerned. If after 10 days the account remains unpaid, a charge of \$10 or interest at 1% per month of the outstanding amount, whichever is the greater, will be imposed.
4. Should any account remain unpaid at the end of a 45 day period after such account is despatched, a second reminder letter shall be sent to the Member concerned and the name of such Member whose account remains so unpaid shall be posted at the Club premises as a defaulter and the Member's credit facility and membership privileges will be withdrawn until the account is settled.
5. Should any account remain unpaid for a period exceeding 45 days, the Company shall be entitled to recover the same without further reference to the defaulting Member.
6. The Club Manager may, at his absolute discretion at any time he sees fit, call upon a Member to pay his overdue account and if he fails to comply, all privileges with the Club shall be withdrawn.
7. Any Member whose credit facility has been suspended as a result of default on account payments of 45 days or more may, after settlement of such account, re-establish credit facilities by agreeing to settle their monthly accounts through a Bank Auto-Pay System.

\*The Executive Committee of The Dynasty Club reserves the right to change any of these rules without prior notice.\*

1st April, 2023