



COUNTRY  
C L U B

鄉 村 俱 樂 部



俱 樂 部 章 程

BYE-LAWS

2 0 1 0

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**1. Name**

The name of the Club is "Fairview Park Country Club".

**2. Interpretation**

**2.1** In these Bye-laws unless the context otherwise requires :-

**"Adult"**

means a person who is 18 years of age or above;

**"The Bye-laws"**

means the Bye-laws of the Club for the time being in force or made by the Club;

**"Children" or "Child"**

means, unless otherwise stated, those under 18 years of age;

**"Cardholder"**

means a person who has been issued a Membership Card;

**"The Club"**

means "Fairview Park Country Club";

**"Club Manager"**

means the General Manager of the Club appointed by the Proprietor for the management of the Club in accordance with these Bye-laws and any rules/regulations made hereunder and in accordance with the directions of the Proprietor;

**"Club Premises"**

means the whole area of the Club, i.e. all the land, buildings, and other appurtenances under the control of the Club;

**"Club Rules and Regulations" or "Rules & Regulations"**

means the Rules and Regulations of the Club for the time being in force or made by the Club;

**"Membership Card"**

means a card issued by the Club to Members, Nominees or Dépendants to use Club facilities;

**"Dependant"**

means the Lawful Spouse or a Child or such other relatives of a Member who is accepted by the Proprietor to use Club facilities;

**"The Estate"**

means all that piece of land registered in the Yuen Long New Territories Land Registry as Lot No. 4665 in Demarcation District No. 104 commonly known as Fairview Park, Yuen Long and all the Sections and Subsections thereof;

**"Guest"**

means a person who is invited to enter or remain in the Club Premises by a Cardholder, whether any payment is received by the Club in this regard;

**"Member"**

shall include Owner, Individual, Corporate, Tenant, Honorary and Associate members as well as other classes of Members as the Proprietor may from time to time create. Where the context requires or permits, "Member" shall include authorized Nominee of a Member;

**"Lawful Spouse"**

means the husband or wife of a Member who is able to produce to the Proprietor a valid marriage certificate or such other documentary proof of marriage to the satisfaction of the Proprietor;

**"Nominee"**

means any person nominated in writing by a Corporate Member or an entity Owner Member and is duly approved by the Proprietor to exercise all rights and privileges as a Member of the Club;

**"The Proprietor"**

means "Fairview Park Country Club Limited" or a company designated by Fairview Park Country Club Limited;

**"Register of Members"**

means the register kept by the Proprietor in respect of the names of all Members for the time being of the Club.

- 2.2 Where the context admits or requires, words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine and neuter genders.

**3. Social and Recreational Club**

The Club is formed as a social and recreational Club.

**4. Proprietary Club**

The Club is a proprietary club, the proprietor and sole manager of which is the Proprietor.

**5. Club Premises**

- 5.1 The Proprietor will provide the Club with a Club Premises headquartered in Fairview Park, Yuen Long, New Territories, Hong Kong, and such recreational facilities as it shall consider necessary for carrying on the Club in accordance with its objects and these Bye-laws and Club Rules and Regulations.
- 5.2 The Proprietor will be solely responsible for all operational and managerial expenses connected therewith.
- 5.3 The Club will be open to Cardholders during such hours as the Club Manager shall from time to time determine unless circumstances exist which are beyond the control of the Proprietor, such as public disturbances, strikes, natural disasters, damages or repairs to the Club Premises or any of its facilities, etc.

**6. Cardholder**

Every Cardholder shall, subject to the Bye-laws and the Rules and Regulations and payment of the relevant entrance fees, monthly subscriptions, security deposits, and other charges and payments, be entitled to use and enjoy, in common with the Proprietor and the other Cardholders and all others entitled to such use and enjoyment, the facilities provided at the Club Premises at Fairview Park and other places that may be introduced by the Proprietor in the further development of additional facilities.

**7. Membership**

- 7.1 The number of Members and/or Cardholders of the Club shall be fixed from time to time at the sole discretion of the Proprietor.
- 7.2 The Proprietor reserves the right to reject any application for any class of membership without assigning any reason therefor.
- 7.3 Only a Member or Nominee (other than an Honorary Member or Associate Member) has the right to :-
- (a) endorse an application for Membership Card made by his/her Dependants or such other relatives as may be accepted by the Proprietor; and
  - (b) cancel such Membership Card.

**8. Classes of Membership**

Unless otherwise determined by the Proprietor, the Club shall have the following classes of membership :-

**8.1 Owner Members:**

- (a) An individual or entity who, according to the records of Fairview Park Property Management Limited is the registered owner of any unit in the Estate and is entitled to the exclusive and uninterrupted possession use and enjoyment of such unit and who is duly accepted for membership in accordance with these Bye-laws shall be an Owner Member.
- (b) The following provisions shall apply to Owner Members :-
  - (i) In the case of the ownership of a unit in the Estate being registered in the names of joint owners or owners in common, only one of such co-owners shall be entitled to apply for membership. When more than one of the co-owners seek to apply as a Member, only the applicants from the co-owner who first submits the application will be processed. In the event that co-owners submit applications at the same time, only the applicant whose name, in order of priority, stand higher in the register kept by the Land Registry, shall have his/her application processed. Upon acceptance, such co-owner shall become a Member.



- (ii) In the case of the ownership of a unit in the Estate being registered in the name of a corporation, that corporation shall be entitled to nominate one director or employee as approved by the Proprietor to apply for membership in the name of the corporation. Upon acceptance, such Nominee shall be a Member. All expenses incurred by the Nominee and Cardholder on his/her account shall be borne and paid by that corporation which is an Owner Member.
- (iii) A mortgagee of any unit in the Estate shall not be entitled to apply for membership.
- (iv) An Owner Member who has parted with possession of his/her unit shall forthwith upon such parting with possession notify the Club in writing to that effect.
- (v) An Owner Member who has sold or otherwise disposed of his/her unit shall thereupon cease to be a Member of the Club. Such Owner Member shall forthwith notify the Club in writing of the sale or disposition of his/her unit and thereafter the Proprietor may reinstate his/her membership upon such terms and conditions as the Proprietor shall in its absolute discretion think fit.
- (vi) An Owner Membership shall only be transferable to another registered owner of a unit in the Estate subject to payment to the Proprietor of such transfer fee and other conditions as the Proprietor shall from time to time prescribe.
- (vii) Due observance and compliance with the provisions of the Deed of Mutual Covenant and the Estate Rules made thereunder by an Owner Member shall be a condition precedent to the acceptance as an Owner Member and the continuation thereof.

#### **8.2 Individual Members:**

Any person over the age of 21 accepted for membership other than as Owner, Tenant, Honorary, or Associate Member and in accordance with these Bye-laws shall be an Individual Member.

#### **8.3 Corporate Members:**

Any corporate entity duly accepted for membership other than as an Owner Member in accordance with these Bye-laws shall be a Corporate Member. A Corporate Member shall have the right to nominate up to 2 of its directors or employees at a time (to be approved in writing by the Proprietor) to use the facilities of the Club subject to the Bye-laws, the Club Rules and Regulations. Each Corporate Membership Nominee is required to pay the security deposits and the monthly subscriptions. All expenses incurred by each Nominee and his/her Dependants shall be borne and paid by the Corporate Member.

#### **8.4 Tenant Members:**

- (a) Bona fide residents of the Estate by virtue of leases or tenancy agreements with the registered owners of units in the Estate may, upon proof to the satisfaction of the Proprietor of such residence, apply for Tenant Membership by paying the prescribed annual fee. Tenant Membership which is renewable subject to payment of the prevailing annual fee, is non-transferable and shall be forfeited upon such Member ceasing to be a resident in the Estate.
- (b) The Landlord of a rented out unit with Tenant Membership may also be an Owner Member and his/her membership rights and privileges shall remain unchanged.

#### **8.5 Honorary Members:**

Any person, who in the sole opinion of the Proprietor is worthy of such distinction by reason of his/her position or other qualification, may be invited to become an Honorary Member for such period as the Proprietor may deem expedient. The Proprietor reserves the rights to renew or cancel the Honorary Membership as it shall deem fit. Honorary Members shall not be required to pay any entrance fee, security deposits or monthly subscription. An Honorary Member shall not be entitled to endorse application for Membership Card by his/her Dependants unless otherwise approved by the Proprietor in its absolute discretion.

#### **8.6 Associate Members:**

Any person who is a member of any other club or association with whom the Club shall have made reciprocal arrangements for the temporary use of their respective facilities may be admitted as an Associate Member upon such terms and conditions as the Proprietor shall from time to time prescribe. An Associate Member shall not be entitled to endorse application for Membership Card by his/her Dependants unless otherwise approved by the Proprietor in its absolute discretion.

#### **8.7 Absent Members:**

- (a) If an Owner or Individual Member and his/her Dependant Cardholders are absent from Hong Kong for 6 months or longer, he/she may wish to suspend his/her membership account by applying for an Absent Membership at a reduced monthly subscriptions during the absent period. An extension of the absent period may be applied for every 3 months. The Member is requested to complete a prescribed form for an Absent Membership, and return it to the Club with all his/her membership cards and car parking label(s) if applicable, until he/she decides to resume the membership status from absent to normal.
- (b) If a Nominee of a Corporate Member is absent from Hong Kong for not less than 3 months, such Nominee may with the approval of both the Corporate

Member and the Proprietor and upon payment to the Proprietor of such administration fees as the Proprietor shall from time to time prescribe appoint another director or employee of the Corporate Member to use the facilities of the Clubhouse in his/her place during his/her absence.

8.8 On the death of an Owner, Individual or Associate Member, his/her Lawful Spouse may, subject to the prior written approval of the Proprietor and upon such terms and conditions as may be prescribed by the Proprietor, enjoy the rights and privileges of the deceased Member. Save as herein otherwise provided, the rights and privileges of a Member shall not be transferable by will and shall cease upon his/her death.

8.9 The Proprietor may from time to time and at any time create or cancel other or different classes of membership attaching to such classes such terms and conditions and affording such privileges as the Proprietor in its sole discretion may deem expedient.

8.10 The Lawful Spouse or Child (or such other relatives as may be approved by the Proprietor) of a Member (other than an Honorary Member or Associate Member) may apply for Membership Card to be issued to him/her. Every such application shall be endorsed by the Member so related. The Membership Card issued to a Child shall expire on the 21st birthday of the Child, unless the Proprietor agrees in its absolute discretion to extend the validity of such card on such terms and conditions as may be imposed. The Member who endorses such application shall be liable for all expenses and charges incurred and any default and/or damages caused by such Dependant.

#### **9. Other Permitted Users**

The Proprietor reserves its right at any time to allow such persons as the Proprietor shall think fit to use all the facilities of the Club with rights and privileges of an Individual Member.

#### **10. Application for Membership**

10.1 Every application for Membership of the Club shall be made in such form prescribed by the Proprietor from time to time. The application form shall be signed by the applicant personally. The Proprietor shall have the absolute discretion to accept or reject an application for membership without giving any reason. The Proprietor shall notify each applicant whether his/her application has been accepted or rejected.

10.2 No application shall be required in the case of Honorary Membership, such membership being initiated by invitation from the Proprietor.

10.3 No person or entity shall be entitled to exercise the rights and privileges of membership of the Club until he or she or it has been accepted and notified as a Member. Upon acceptance of his or her or its application and payment of the relevant entrance fees, monthly subscriptions, security deposits and

other charges and payments, a Member shall be deemed to have agreed to be bound by the Bye-laws of the Club and Club Rules and Regulations.

10.4 Upon acceptance of his/her application for membership, each Member or, in the case of a Member which is a corporation, each Nominee shall be issued with a Membership Card. Upon acceptance of the application of a Dependant, each Dependant will be issued with a Membership Card. A Membership Card shall bear the photograph and reproduction of the signature of the Cardholder. A Cardholder using the facilities of the Club shall be required at all times to carry his/her Membership Card and to produce the same to any staff of the Proprietor on request. In the case of Membership Card issued to the Dependant of a Member or his nominee, the Membership Card only entitles its holder to use Club facilities in accordance with the Bye-laws and Rules and Regulations.

#### **11. Qualification for Membership**

11.1 Persons of not less than 21 years of age, of good social standing and honourable business or profession or employment, shall be eligible for Membership.

11.2 Entities or bodies of persons whether incorporated or unincorporated, established for carrying on business in Hong Kong and in good standing shall be eligible for Membership. Nominees must be not less than 21 years of age and of good social standing and honourable business or employment.

#### **12. Entrance Fee and Other Charges**

12.1 The entrance fee and any other fees, security deposits, payment or charges payable on acceptance of application for membership or transfer of membership or change of Nominee, as the case may be, shall be at such rates and payable at such time as may be prescribed by the Proprietor.

12.2 The Proprietor may at its discretion stipulate different rates of entrance fee for the different classes of membership and may, from time to time, at its sole discretion amend such rates as it shall deem appropriate.

12.3 The security deposits and monthly subscription shall be payable in advance at such rates as may be prescribed by the Proprietor.

#### **13. Transfer and Withdrawal**

13.1 An Owner, Individual or Corporate Member may apply to the Proprietor for prior written approval for transfer of Membership. The Proprietor shall be entitled to require particulars of the transaction for the transfer. The Proprietor may in its absolute discretion approve or decline to accept a proposed transfer without assigning any reason. An approval for transfer shall be subject to such conditions and payments of transfer fees or other fees as may from time to time determined by the Proprietor.

**13.2** Any Member wishing to withdraw from his/her membership shall give not less than 30 days prior notice in writing to that effect to the Proprietor. No notice of resignation shall be effective until such notice has been received by the Proprietor and such Member shall have duly surrendered all Membership Cards under his/her account and paid all sums outstanding and due to the Club up to the date of surrender of all Membership Cards.

#### **14. Refund and Payments**

**14.1** No refund of entrance fees or monthly subscriptions or other sums paid shall be made by the Proprietor in the event of a termination of membership or resignation or expulsion of a Member under Clause 15.1 of these Bye-laws or under any other circumstances except that the balance of security deposits (if any) paid by any Member shall be refunded without interest after settlement of all sums outstanding and due to the Club by such Member. Entrance fees or monthly subscriptions or other sums paid on being admitted as a Member of the Club shall in no circumstance be refunded.

**14.2** No refund of entrance fees or monthly subscriptions or other sums paid shall be made by the Proprietor in the event of a resignation by a Member under Clause 13.2 of the Bye-laws above except that the balance of security deposits (if any) paid by any Member shall be refunded without interest after settlement of all sums outstanding and due to the Club by such Member.

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

#### **15. Termination**

**15.1** If a Member refuses, fails or neglects to comply with the provisions of these Bye-laws or Rules and Regulations or shall be guilty of, or accessory to any conduct either in/out of the Club or which, in the sole opinion of the Proprietor, is or might be injurious to the character or interests of the Club or interfere with operations and staff of the Club, the Proprietor may call upon the Member to resign. If such Member does not resign when called upon to do so, the Proprietor has the right to expel him/her without further notice.

**15.2** An expelled Member shall forfeit all privileges of membership and rights against the Club and/or the Proprietor and shall not be entitled to any refund of entrance fees or monthly subscriptions or other sums paid.

#### **16. Default in Payment**

**16.1** If a Member fails to pay any money due and owing from him/her to the Club after the payment reminder, whether on account of monthly subscriptions or otherwise, and shall fail to pay such money within 30 days after the dispatch

to him/her of an account for the same addressed to his/her last known place of address, without prejudice to any other rights or remedies of the Proprietor, the Proprietor shall have the right to suspend his/her membership.

**16.2** Any Member whose membership has been suspended shall cease to be entitled to enjoy the privileges of membership of the Club and all Cardholders under his/her account shall also cease to be entitled to use Club facilities from the date of dispatch of a notice from the Proprietor implementing such suspension.

#### **17. Expulsion**

**17.1** If a Member still fails to pay the sums due and owing to the Club after 3 months from the Statement date (as defined in Clause 3.1(c) i) of the Rules and Regulations) of the first unpaid monthly statement, the Proprietor may without further notice strike out the name of such Member from the Register of Members whereupon such Member shall cease to be a Member of the Club but shall nevertheless remain liable for all sums due by him/her to the Club up to the date when his/her name is struck out as aforesaid.

**17.2** A Member who ceases to be a Member by virtue of Clause 17.1 above shall forfeit all privileges of membership and rights against the Club and/or the Proprietor and shall not be entitled to any refund of entrance fees or monthly subscriptions or other sums paid pursuant to these Bye-laws.

#### **18. Suspension or Termination of Dependant Cardholder**

**18.1** The termination, suspension or expulsion of a Member shall automatically terminate the rights and privileges of all Cardholders on such Member's account, without prejudice to any accrued rights of the Proprietor against the Member and/or all such Cardholders,

**18.2** Where any Cardholder who is a Dependant commits any breach of these Bye-laws or Rules and Regulations, the Proprietor may, without prejudice to any of its rights against the Cardholder and/or the relevant Member, suspend or terminate the membership and/or rights of the Cardholder and/or the Member.

#### **19. Delegation**

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

**19.2** The Proprietor may delegate all or any of its functions to any person or corporation as an Operator. The Operator may in its own name enforce all or any of the rights of the Proprietor so delegated.

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## **20. Management**

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

**20.2** The Club Manager shall only be responsible to the Proprietor and shall not be responsible to any Member.

## **21. Dependants**

**21.1** A Member shall be held fully responsible for the behaviour, conduct, acts, default, negligence or omission (whether wilful or not) of all his/her Dependants and Guests and for their observance of the Bye-laws and Rules and Regulations.

**21.2** A Child Cardholder must be accompanied by an Adult when using Club facilities as required by the Club from time to time.

## **22. Guests**

**22.1** Members and designated Cardholders may introduce a number of Guests (such designated Cardholders and maximum number of Guests shall be determined from time to time by the Proprietor) to use Club facilities provided that such Cardholders shall accompany such Guests during their stay at the Club unless otherwise permitted by the Proprietor.

**22.2** In case a Guest is invited by a Cardholder who is a Dependant under 18 years of age, such Guest shall be treated as having been invited to enter or remain in the Club Premises by the Member who has endorsed the application for Membership Card by the Dependant, and the Member shall be fully responsible for the behaviour, conduct, acts, default, negligence or omission (whether wilful or not) of such Guest.

**22.3** A Cardholder introducing a Guest shall enter the name of his/her Guest and any other particulars in the registration books at various facilities as required by the Club and shall be personally responsible for his or her behaviour, conduct, acts, default, negligence or omission (whether wilful or not) while on the Club Premises and shall pay all charges required by the Club in respect of such Guest.

**22.4** Non-Cardholders shall not be brought to the Club as Guests by the same Cardholder more than twice in any one calendar month. This does not apply to large private parties for which special rooms have been reserved.

## **23. Duty to Observe Bye-laws and Club Rules and Regulations**

**23.1** All Cardholders shall observe these Bye-laws and Club Rules and Regulations.

**23.2** A Member shall be fully responsible for the behaviour, conduct, acts, default, negligence or omission (whether wilful or not) of a Cardholder who accompanies the Guest for his/her observance of the Bye-laws and Club Rules and Regulations.

## **24. Liability for Payment**

**24.1** A Member shall have the prime obligation to settle all outstanding sum owed/owing to the Club/Proprietor by virtue of his/her membership including without limitation all charges, expenses and liabilities incurred by him/her and Cardholders under his/her account.

**24.2** A Nominee of a Member which is a corporation shall be liable together with the corporation for all outstanding sums owed/owing to the Club/Proprietor by virtue of the membership of the Corporation, and all Cardholders and Guests under his/her account.

**24.3** A Member which is a corporation shall be liable for all fees, charges, expenses and liabilities of each of its Nominees, and all Cardholders and Guests under his/her account.

## **25. Liability for Damages etc.**

**25.1** The Proprietor shall not be held responsible for any loss, damage or injury caused to any person using the Club Premises or for the loss of or damage to any valuables, property or money belonging to any person using the Club Premises.

**25.2** Each Member agrees to fully indemnify the Proprietor against all losses, damages, claims or demands made upon the Proprietor by any Member or any person or persons in respect of any loss, damage or injury to person or property caused directly or indirectly by such Member, Nominee, Cardholders and Guests under his/her account.

**25.3** A Corporate Member or entity Owner Member which is a corporation shall ensure the due observance and performance of all the Bye-laws, Rules and Regulations of the Club and the due payment of all fees, and charges by its Nominee(s) and Cardholder(s) under his/her accounts and shall be fully responsible for all the acts, defaults, omissions or negligence (whether wilful or not) of or the breach of any of the Bye-laws and Rules and Regulations of the Club by such Nominee(s), and Cardholder(s) and Guest(s) under his/her account.

**25.4** Without prejudice to the rights of the Proprietor against the Nominee of any Member which is a corporation in respect of his/her liabilities under these Bye-laws and the Rules and Regulations, such corporation shall be fully responsible to the Proprietor in respect of all such liabilities of the Nominee.

**25.5** The Proprietor shall not be responsible for or liable to any Member, his/her Nominee, his/her Cardholders or Guests or any of them for any suspension of any of the facilities of the Club due to any reasons.

## 26. Variation or Revocation of Rules and Regulations

The Proprietor may from time to time make vary or revoke Rules and Regulations for the regulation of the internal affairs of the Club and the conduct of Members. All the Club Rules and Regulations shall, until revoked by the Proprietor, be binding upon the Members.

## 27. Determination on Meaning

Any dispute or difference which may arise as to the meaning or interpretation of the Bye-laws or Club Rules and Regulations or as to the powers of the Proprietor or the Club Manager shall be determined by the Board of Directors of the Proprietor whose decision shall be final and binding upon all Members of the Club.

## 28. Alteration or Addition

These Bye-laws may from time to time be revoked, altered or added to by the Proprietor without reference to the Members of the Club.

## 29. English / Chinese Versions

These Bye-laws have been issued in the English language with a separate Chinese language translation. If there is any conflict in the Bye-laws between the meaning of Chinese words or terms in the Chinese language version and English words in the English language version, the meaning of the English words shall prevail.

## 30. Assignment / Transfer

Fairview Park Country Club Limited as the Proprietor of the Club may at its absolute discretion assign or transfer to any person/corporation all or any of its interests, rights and benefits as well as its obligations to repay the security deposits under the contract between it and Members and/or Cardholders as embodied in the Bye-laws and Rules and Regulations or other documents ("Contracts") to the intent that after such assignment or transfer the assignee or transferee shall acquire and assume all the interests, rights, benefits and the obligation to refund the security deposits under the Contracts and that Fairview Park Country Club Limited shall be absolutely discharged from its liability to refund the security deposits without the prior written consent of any of the Members and/or Cardholders and such Members and/or Cardholders agree to sign/execute such documents and do such acts and things as Fairview Park Country Club Limited may require to give full effect to such assignment or transfer.

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## 1. 名稱

本俱樂部名為『錦綉花園鄉村俱樂部』。

## 2. 釋義

### 2.1 在本章程中，除文意另有所指外：

“成人”

指十八歲或以上的人士；

“章程”

指當時有效的俱樂部章程或俱樂部所制訂的章程；

“兒童”

除另有所指，指未滿十八歲人士；

“會員証持有人”

指獲簽發會員証的人士；

“俱樂部”

指『錦綉花園鄉村俱樂部』；

“俱樂部經理”

經營者為俱樂部的管理並按本章程及當中所訂的任何會員守則及經營者的指示所委任的總經理；

“俱樂部會所”

指俱樂部整個範圍，即俱樂部控制下的所有土地、建築物及其他附屬地方；

“俱樂部會員守則”或“會員守則”

指當時有效的俱樂部會員守則或由俱樂部所制訂的會員守則；

“會員証”

指由俱樂部簽發給會員，其被提名人或附屬使用俱樂部設施的證件；

“附屬”

指獲經營者接納使用俱樂部設施之會員的合法配偶、兒童或其他親戚；

“屋苑”

指於元朗土地註冊處註冊為丈量約份第104約地段第4665號的整片土地，俗稱元朗錦綉花園及所有地段和副地段；

“賓客”

指會員証持有人邀請進入或逗留於俱樂部會所的人士，不論俱樂部是否在這方面已收取任何款項；

“會員”

包括業主、個人、公司、租客、榮譽、聯繫等類別及俱樂部不時訂立的其他類別的會員。如果上文下理有所指，“會員”包括其授權的被提名人；

“合法配偶”

指能夠向經營者提供有效結婚證書或經營者信納的書面婚姻證據之會員的丈夫或妻子；

“被提名人”

指公司會員或公司業主會員以書面提名並由經營者正式批准行使會員所有的權利和優惠的任何人士；



**“經營者”**

指『錦綉花園鄉村俱樂部有限公司』或其指定的公司；

**“會員名冊”**

指經營者保存俱樂部當時所有會員之姓名的名冊。

2.2 如果上文下理有所指，含有單數意思的字詞包括眾數，反之亦然；含有男性意思的字詞包括女性和中性。

**3. 社交康樂俱樂部**

本俱樂部乃以社交康樂俱樂部而成立。

**4. 經營者全權擁有俱樂部**

本俱樂部乃經營者全權擁有，也是其唯一管理人。

**5. 俱樂部會所**

5.1 經營者將按其宗旨、本章程及俱樂部會員守則，為俱樂部於香港新界元朗錦綉花園俱樂部會所總部，及提供經營者認為經營俱樂部需要的康樂設施。

5.2 經營者將獨自承擔所有與經營及管理方面有關的支出。

5.3 除非發生經營者不能控制的情況，如公眾騷亂、罷工、天災、俱樂部會所或任何其設施遭損毀或需修理，俱樂部於其經理不時所訂的時段開放給會員証持有人使用。

**6. 會員証持有人**

在遵守章程和會員守則及支付有關入會費、月費、按金和其他費用下，每位會員証持有人，正如經營者、其他會員証持有人及其他可使用和享用俱樂部的人士一樣，均可使用和享用錦綉花園俱樂部所提供的設施及經營者日後發展和推出的更多設施。

**7. 會籍**

7.1 經營者全權酌情不時訂立俱樂部會員及 / 或會員証持有人的數目。

7.2 經營者保留權利拒絕任何會員類別的申請，毋須給予任何理由。

7.3 只有會員或被提名人 (榮譽會員或聯繫會員除外) 享有以下權利：

- (a) 認可其附屬或經營者接受的其他親戚提交的會員証申請；及
- (b) 取消該會員証。

**8. 會籍類別**

除非經營者另有決定，俱樂部設有以下的會員類別：

**8.1 業主會員：**

(a) 按本章程接納為會員，且按錦綉花園物業管理有限公司的記錄乃屋苑之任何單位的註冊業主並享有該單位之專屬的、不受打擾的管有權、使用及享有權的個人或公司。

(b) 以下條文適用於業主會員：

(i) 如果屋苑之有關單位的登記業權屬聯名擁有人或分權共有權，只有其中一名有權申請會籍。如果超過一名共同擁有人提交會籍申請，首位遞表者的申請才獲處理。如果共同擁有人同時提交會籍申請，只有在土地註冊處記錄上排列首位的人士的申請會被處理。一經批准，該共同擁有人便成為會員。

(ii) 如果屋苑之有關單位的登記業權所屬公司，該公司可委任一名董事或經營者核准的職員以公司名義提交會籍申請。一經批准，該被提名人便成為會員。該公司業主會員須負責該被提名人及會員証持有人使用其帳戶內的所有消費。

(iii) 屋苑之有關單位的承按人不可申請會籍。

(iv) 一旦業主會員不再管有所屬單位，須即時以書面形式通知俱樂部。

(v) 如果業主會員已出售或以其他方式處置所屬單位，其會籍就此終止。該業主會員須即時以書面形式通知俱樂部有關所屬單位已出售或處置。俱樂部其後有全權酌情決定是否及以何類的條款和條件恢復其會籍。

(vi) 在支付經營者有關會籍轉名費及遵守其不時所訂的條件下，業主會籍可轉讓予屋苑之另一單位的註冊業主。

(vii) 業主會員尊重和遵守屋苑公契及其有關的屋苑規則是業主會籍獲接納及延續的先決條件。

**8.2 個人會員：**

任何按本章程細則獲批准的非業主、非租客、非榮譽或非聯繫類別會籍之二十一歲以上人士，被視為個人會員。

**8.3 公司會員：**

任何公司實體按本章程獲批准的非業主類別會籍，被視為公司會員。每位公司會員有權同一時間提名最多兩名董事或職員 (待經營者書面批准) 使用俱樂部設施，惟該董事或職員須遵守章程及俱樂部會員守則。每位公司會員被提名人須支付按金及月費，對其被提名人及附屬所簽帳的消費須悉數負責。

**8.4 租客會員：**

(a) 基於與屋苑某單位的業主訂立有效租約而成為屋苑的正式住戶，憑藉提交經營者信納的住戶證據，可申請租客會籍，惟須支付所規定的年費。租客會籍在支付當時的年費後可續期，但不可轉讓。一旦租客會員不再是屋苑的住戶，會籍即時被終止。

(b) 一個已發出租客會籍的出租單位的房東也可可是業主會員，他 / 她的會員權利和優惠保持不變。

**8.5 榮譽會員：**

如果經營者認為某人因他 / 她的職銜或其他資格值得優越的對待，可邀請該人士成為榮譽會員，期限由經營者自行決定。經營者保留延續或取消榮譽會籍的權利。榮譽會員毋須支付任何入會費、按金或月費。除非經營者全權酌情批准，榮譽會員不得認可他 / 她的附屬會員証申請。

#### 8.6 聯繫會員：

俱樂部與任何其他俱樂部或組織作出互惠安排，短暫使用對方的設施時，該俱樂部或組織的會員可被接納為聯繫會員，惟條款及條件由經營者不時設立。除非經營者全權酌情批准，聯繫會員不得認可他 / 她的附屬會員証申請。

#### 8.7 缺席會員：

(a) 如果業主會員或個人會員及其附屬會員証持有人離開香港六個月或以上，他 / 她可申請成為缺席會員，於缺席期間暫停會籍戶口，支付較少的月費，每三個月可申請延長缺席期。欲申請的會員須填妥一份指定申請表，把會員証和泊車証 (如適用) 一併退還俱樂部，直至他 / 她決定恢復正常的會籍。

(b) 如果公司會員的被提名人離開香港不少於三個月，該被提名人在公司會員及經營者批准及向經營者支付其不時所規定的行政費下，可委任公司會員的另一名董事或職員代替原先被提名人於缺席期間使用俱樂部的設施。

8.8 一旦業主會員、個人會員或聯繫會員去世，他 / 她的合法配偶在得到經營者事先書面批准及按經營者規定的條款及條件下，可享受已故會員的權利和優惠。除非本條文另有規定，會員的權利和優惠在其去世時立即終止，不可透過訂立遺囑轉移。

8.9 經營者可不時及於任何時間增加或取消其他或不同類別的會籍，可全權酌情決定在其認為合適的情況下施加某些條款及條件及給予某些優惠。

8.10 會員 (榮譽會員或聯繫會員除外) 的合法配偶或兒童 (或其他經營者批准的親戚) 可申請會員証，這類申請須得到有關會員認可。除非經營者全權酌情決定延長期限及針對該証施加某些條款及條件，一般簽發給兒童的會員証將在兒童滿二十一歲當天到期屆滿。認可該申請的會員須負責該附屬簽帳的消費及任何該附屬造成的違規行為及 / 或損害賠償。

#### 9 其他准許使用者

經營者有權於任何時間准許其認為合適的人士享有個人會員的權利和優惠，使用俱樂部的所有設施。

#### 10. 申請會籍

10.1 欲申請俱樂部會籍的人士須填妥經營者不時規定的申請表，申請人須親自簽署申請表。經營者有全權酌情接納或拒絕該申請，毋須給予任何理由。經營者須通知每位申請者其申請是否獲批准或被拒絕。

10.2 榮譽會籍由經營者向有關人士作出邀請，不需辦理申請手續。

10.3 會籍申請被接納後，會員才可行使俱樂部會員的權利及享用優惠。申請一經被接納及支付有關入會費、月費、按金及其他費用後，該名會員被視為已接受俱樂部章程及會員守則的約束。

10.4 會籍申請被接納後，每名會員或被提名人 (公司會員適用) 將獲發一張會員証。會員附屬的會籍申請被接納後，每一附屬將獲發一張會員証。會員証上附

有會員証持有人的照片及其簽署複印本。使用俱樂部設施的會員証持有人必須時刻攜帶其會員証，在經營者的任何職員要求時須出示此証。如果會員的附屬或其被提名人獲發會員証，該會員証只限於其持有人按章程及會員守則使用俱樂部設施。

#### 11. 會籍資格

11.1 擁有良好社會地位及經營正規業務、從事正當專業或職業之二十一歲或以上的人士均可申請會籍。

11.2 不論是否註冊為法人團體之公司或個人的群體，只要在香港經營業務，信譽良好，均可申請會籍。被提名人必須年滿二十一歲，擁有良好社會地位及經營正規業務、從事正當職業。

#### 12. 入會費及其他費用

12.1 會籍、轉會籍或轉換被提名人的申請一經接納，有關人士須支付入會費、按金及其他費用或收費；經營者可隨時調整所規定的金額及支付時限。

12.2 經營者可酌情自行規定不同會籍類別的入會費金額，在認為需要時，可不時全權酌情修訂所規定的金額。

12.3 會員須預先支付按金及月費，金額由經營者規定。

#### 13. 轉名及退會

13.1 業主會員、個人會員或公司會員可向經營者申請，取得事先的書面批准以便進行會籍轉名。經營者有權要求知道轉名交易的詳情，全權酌情批准或拒絕建議的轉名，毋須給予任何理由。申請一經批准，有關人士須支付經營者不時所訂的轉名費或其他費用。

13.2 任何有意退會的會員須給予經營者不少於三十天的書面通知，註明退出會籍。除非經營者收到有關通知及該會員把其帳戶下的會員証退還，並於退還所有會員証當日已支付拖欠俱樂部的所有款項，否則退會通知仍未有效。

#### 14. 退款及付款

14.1 如果發生終止會籍、退會、按章程第十五條第一段開除會籍或任何其他情況，經營者一概不退還入會費、月費或其他款項。有關會員支付仍拖欠俱樂部的所有款項後，可獲發還附帶利息的按金餘數 (如有)。入會時支付的入會費、月費或其他款項，一概不會退還。

14.2 按章程第十三條第二段的自願退會者，經營者一概不退還入會費、月費或其他款項。有關會員支付仍拖欠俱樂部的所有款項後，可獲發還附帶利息的按金餘數 (如有)。

14.3 儘管經營者已收到申請退會的通知及接納其申請，該會員仍須支付在其退會前或後產生所欠俱樂部的所有費用及其他款項 (如有)。

## 15. 終止會籍

15.1 如果會員拒絕、未能或忽略遵守章程或會員守則，或不論在俱樂部範圍內或外進行犯法或以同謀身份進行犯法行為，或當經營者認為有關會員的行為有損或可能有損俱樂部的名聲或利益或妨礙俱樂部的運作和職員，經營者可向有關會員提出退會要求。如果該會員不理會，經營者有權開除會籍，毋須另行通知。

15.2 被開除會籍的會員將喪失會籍的所有優惠及不可對俱樂部及 / 或經營者行使權利，也不可獲退還任何入會費、月費或其他已支付的款項。

## 16. 逾期付款

16.1 催繳通知書發出後，會員仍未支付任何拖欠俱樂部的款項，不論屬月費或其他，及於郵寄一份帳目結算表到有關會員的最後住址後三十天內，該會員仍未繳款，經營者在不損害其權益或補救方法下，有權暫停該會籍。

16.2 任何被暫停會籍的會員，不得享用俱樂部會籍的優惠，有關會員帳下所有會員証持有人從經營者通知實行暫停會籍當天起，不得享用俱樂部設施。

## 17. 開除會籍

17.1 如果會員在首張未清償月結單所列的月結單日期(定義見於會員守則3.1(c)i)條)後三個月內仍未清償欠款，經營者可從會員名冊剔除該會員，毋須另行通知。該會員喪失會籍，但仍須為會籍開除當天或之前所拖欠的款項悉數繳付。

17.2 按章程細則第十七條第一段被開除會籍的會員將喪失會籍的所有優惠及不可對俱樂部及 / 或經營者行使權利，也不可獲退還任何入會費、月費或其他按章程已支付的款項。

## 18. 附屬會員証持有人被暫停或終止會籍

18.1 任何會員被終止、暫停或開除會籍，該會員帳下所有會員証持有人即時喪失權利和優惠，卻不損害任何經營者對該會員及 / 或其所有會員証持有人可行使的權利。

18.2 如果任何附屬會員証持有人違反章程或會員守則，經營者在不損害其對該會員証持有人及 / 或有關會員的任何權利下，可暫停或終止該會員証持有人及 / 或有關會員的會籍及 / 或權利。

## 19. 授權

19.1 俱樂部的整體監控及業務運作歸屬經營者，由經營者營運。為了監控及 / 或管理俱樂部，經營者有全權酌情將任何權力或權威授予任何人、委員會、商號或公司。

19.2 經營者可授權予任何人或公司其職責的所有或任何部分，該被授權者可以營運人身份及自己的名義執行所有或任何經營者授權予他 / 她的權利。

## 20. 管理

20.1 由經營者委任的俱樂部經理負責本地俱樂部的日常運作，擁有經營者賦予他 / 她的權力。

20.2 俱樂部經理只須向經營者負責，毋須向任何會員負責。

## 21. 附屬

21.1 每名會員須為其所有附屬和攜同賓客的行為舉止、違規行為、疏忽行為或不作為 (不論是否故意的) 及他們遵守章程或會員守則這一切事上負全責。

21.2 兒童會員証持有人使用俱樂部設施時在俱樂部不時要求下須有一名成人陪同。

## 22. 賓客

22.1 會員及指定會員証持有人可攜同賓客 (經營者可不時規定何類為指定會員証持有人及賓客數目上限) 使用俱樂部設施，惟有關會員証持有人須於該賓客逗留俱樂部期間陪同該賓客，除非經營者另行批准。

22.2 如果由一名未滿十八歲的附屬會員証持有人所邀請的賓客，將被視為獲認可該附屬會員証申請的會員邀請進入及逗留在俱樂部，有關會員須為該賓客的行為舉止、違規行為、疏忽行為或不作為 (不論是否故意的) 負全責。

22.3 如俱樂部有所要求時，攜同賓客的會員証持有人須把賓客的姓名及任何其他資料寫在俱樂部各項設施的登記簿內，並須為該賓客逗留俱樂部期間的行為舉止、違規行為、疏忽行為或不作為 (不論是否故意的) 負全責，並為該賓客支付所有俱樂部要求的費用。

22.4 同一位會員証持有人不得在同一個曆月內攜同非會員証持有人以賓客身份進入俱樂部多於兩次。本條文不適用於已預訂特別房間的大型私人宴會。

## 23. 遵守章程及會員守則的責任

23.1 所有會員証持有人必須遵守章程及會員守則。

23.2 每名會員須為攜同賓客之會員証持有人的行為舉止、違規行為、疏忽行為或不作為 (不論是否故意的) 負全責，所指乃遵守章程及會員守則的責任。

## 24. 付款的責任

24.1 每名會員有主要責任支付所有因會籍而拖欠俱樂部及 / 或經營者的款項，包括但不限於其帳戶下自己及會員証持有人簽署的消費、需繳的收費和欠款。

24.2 公司會員的被提名人與所屬企業共同承擔因公司會籍、被提名人帳戶下所有會員証持有人和賓客的消費而拖欠俱樂部及 / 或經營者的款項。

24.3 公司會員須為其每位被提名人、他 / 她帳戶下所有會員証持有人及賓客的消費簽帳、需繳的收費、支出及責任負全責。

## 25. 損害賠償等的責任

25.1 使用俱樂部設施期間遭受任何損失、損壞或損傷的人士，或使用俱樂部設施期間發生任何貴重物品、財物或金錢的損失或損壞，經營者一概不負責任。

25.2 如發生會員、其帳戶下的被提名人、會員証持有人及賓客對任何人或財物直接或間接造成任何損失、損壞或損傷，每名會員同意須為所造成的損失、損壞或



損傷向經營者悉數彌償任何會員或任何人士向經營者提出的所有損失、損害、索賠或索償要求。

- 25.3 公司會員或公司業主會員須確保其被提名人及他 / 她帳戶下的會員証持有人遵守章程和會員守則及支付所有簽帳消費和收費，須為其被提名人及他 / 她帳戶下的會員証持有人和賓客的行為舉止、違規行為、疏忽行為或不作為 (不論是否故意的) 或違反任何章程及俱樂部會員守則的行為負全責。
- 25.4 在不損害經營者針對公司會員的被提名人就他 / 她在章程及會員守則該承擔其責任之權利下，該公司須為其被提名人該承擔的有關責任負全責。
- 25.5 因任何理由令俱樂部設施暫停使用，經營者毋須向任何會員、其被提名人、其會員証持有人或賓客負任何責任。
26. **會員守則的修改或撤銷**  
經營者不時修改或撤銷會員守則，以便管理俱樂部的內部業務及會員的行為。會員守則的所有條文 (已被經營者撤銷的除外) 對會員產生約束力。
27. **理解詮釋的裁定**  
任何對章程或會員守則或有關經營者或俱樂部經理的權力的理解或詮釋所引致的糾紛或差異，一概由經營者的董事會裁定，其決定即為最終及對俱樂部所有會員具約束力。
28. **更改或增補**  
經營者可不時撤銷，更改或增補章程的條文，毋須諮詢俱樂部會員。
29. **英文 / 中文版本**  
章程以英文撰寫，附有中文譯本。如果兩文本之間的字詞出現矛盾，以英文本為準。
30. **出讓 / 轉讓**  
錦綉花園鄉村俱樂部有限公司乃俱樂部的經營者，可全權酌情出讓或轉讓給任何人 / 公司按其與會員及 / 或會員証持有人之間的合約，合約內容見諸於章程、會員守則或其他文件 (『合約』) 下的任何利益、權利、權益及有關錦綉花園鄉村俱樂部有限公司退還按金的義務，此舉的意圖是在毋須取得任何會員及 / 或會員証持有人的事先書面同意下，受讓人或承讓人在該出讓或轉讓後承擔所有合約下的利益、權利、權益及按合約退還按金的義務，並且使得錦綉花園鄉村俱樂部有限公司完全解除其退還按金的法律責任，及該會員及 / 或會員証持有人同意在錦綉花園鄉村俱樂部有限公司要求下，簽署 / 蓋章在有關文件及作出配合其他所需行動和事項，以使該出讓或轉讓完全有效。

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