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# **RULES AND REGULATIONS**

# 1. **GENERAL CONDITIONS**

## 1.1 GENERAL PRINCIPLES

These Rules and Regulations are made pursuant to the Bye-laws of Fairview Park Country Club. All Members, Cardholders and Guests are bound by and shall observe the Bye-laws and these Rules and Regulations. Unless otherwise stated, the definitions used in the Bye-laws shall be used in these Rules and Regulations.

#### 1.2 OPENING HOURS

- (a) The Club Premises and the Club facilities shall be open to Cardholders daily between such hours as the Proprietor shall from time to time determine. For details, please refer to the "Opening Hours of Facilities & Entry Restrictions" information sheet which is posted at the Club bulletin board.
- (b) The Club may be closed when a No. 8 typhoon signal or higher is hoisted. The Club may close the Club Premises temporarily due to inclement weather or other adverse factors. The Club may close any or all the facilities as may be deemed necessary for cleaning, repairs, staff holidays and any other reasons. Please refer to the Club notices for details.
- (c) The Club may, for any purpose including competitions or matches, extend the courtesy to use all or any of the Club facilities by any recognized associations, societies or any other bodies or persons with or without fees. Please refer to the Club notices for details.

#### 1.3 DRESS CODE

- (a) All persons admitted to the Club Premises shall at all times observe a reasonably conservative standard of dress in line with the relaxed atmosphere of the Club. The Club reserves the right to refuse entry to any Cardholder or Guest or persons, who in the opinion of the Club, is not suitably dressed.
- (b) Within the Club Premises:
  - i) Club's dress code of smart casual shall be strictly adhered to;
  - ii) Clothing & footwear may only be changed in the changing rooms;
  - iii) Swimwear may only be worn in the swimming pool area and changing rooms;
  - iv) Sleeveless vests, slippers or swimwear are not permitted in all indoor facilities.
- (c) In the food & beverage outlets:
  - i) Smart casual wear is requested for all dining outlets;
  - Sleeveless vests, slippers or swimwear are not permitted in all indoor dining facilities;

- iii) The Club reserves the right to refuse any Cardholder or Guest, who in the opinion of the Club, is not suitably dressed to enter the indoor dining facilities.
- (d) For the dress requirements of the sporting facilities, reference should be made to the relevant rules stated hereafter.

# 1.4 CONDUCT OF PERSONS WITHIN THE CLUB PREMISES

- (a) All Cardholders and other persons admitted to the Club Premises (which include indoor and outdoor areas) shall:
  - i) behave in accordance with the normal dictates of society;
  - ii) not use obscene, indecent, profane or coarse language;
  - iii) refrain from making noise or creating disturbance or otherwise that may cause nuisance or annoyance to other users of the Club or the owners and occupiers of adjoining or neighbouring premises;
  - iv) not smoke cigarettes, cigars or pipes on the Club Premises;
  - v) not bring any food or drinks into the Club Premises, with the exception of special food and drinks for infants (under 3 years old) or unless otherwise permitted by the Club in advance;
  - vi) not eat or drink on the Club Premises except in the restaurants, garden terrace or designated poolside area, unless otherwise permitted by the Club. The consumption of water, however, is allowed at the designated sports facilities in advance;
  - vii) not litter, discard or deposit refuse anywhere in the Club, except in the receptacles provided;
  - viii) not use personal stereo or musical instruments, unless special approval shall first have been obtained from the Club;
  - ix) not bring into the Club or exhibit any advertising materials, unless special approval shall first have been obtained from the Club;
  - x) not bring any pet or animal into the Club Premises;
  - not engage in any form of gambling or betting game, and other similar games not arranged by the Club;
  - xii) not engage in cycling, roller-skating, skatebiking, skateboarding or any other kind of activity which may cause danger or interference to Cardholders or Guests or Club staff anywhere within the Club Premises. Bicycles or tricycles shall be parked in designated area within the Club Premises. Rollerskate shoes, skatebikes and skateboards may be carried into the Club and left in areas reserved for the purpose as directed by Club staff;
  - xiii) not take photograph, video recording or voice recording, unless special approval shall first have been obtained from the Club;

- xiv) not remove or damage any Club property including trees, shrubs, plants, flowers and other items provided for the enjoyment of Cardholders. They will be responsible for making good or indemnifying the Club against any loss or damage caused by themselves, their Guests or other Cardholders on their accounts;
- xv) not solicit contributions or donations, lucky draws, trade or commercial exchange, unless special approval in writing shall first have been obtained from the Club;
- xvi) not conduct training, lecturing or tuition, unless special approval in writing shall first have been obtained from the Club;
- xvii) not disturb the Club staff or interfere with the operation of the Club;
- xviii) not order Club staff or Club contractors to run errands under any circumstances;
- xix) not enter, for any reason, the area of the Club designated for use by staff only or to which access is prohibited by the Club temporarily or permanently;
- not give any money, gratuity or benefits in any form under any pretext whatsoever to any staff of the Club, except in response to an appeal by the Club;
- xxi) not reprimand, abuse or punish any member of Club staff for alleged misconduct (The use of aggressive or abusive language or behaviour towards any Club staff is not permitted. If a Member feels aggrieved or dissatisfied with the conduct of any member of the Club staff, he shall address his complaint to the Proprietor, either in person or in writing, giving full details);
- xxii) not use cash for the purchase of Club services, food, beverages or goods obtainable on Club Premises with the exception of vending machines, unless for a specific event by prior arrangement with the Club Manager;
- xxiii) not reprimand other members of the Club for alleged misconduct (If a Cardholder feels aggrieved or dissatisfied with the conduct of other Cardholder or his Guests, he shall address his complaint to the Proprietor, either in person or in writing, giving full details);
- xxiv) not entrust his property in the possession of any staff of the Club and shall give full attention to their personal belongings at all times (The Club shall not accept responsibility for any damage to, loss or destruction of any property belonging to Cardholder or their Guests whilst on any part of the Club Premises, whether such property is entrusted by the Cardholder, their Guests or otherwise).
- (b) Without prejudice to the Proprietor's rights under Clause 15.1 of the Bye-laws, the Proprietor may suspend the rights of any Cardholder for any breach of the Club Rules and Regulations or Bye-laws, for such period as it may determine at its absolute discretion, after issuing a written warning to the individual concerned. If the individual is a Child, the Proprietor may also at its discretion suspend the rights of the relevant Member.

(c) The Club staff shall have the right, at their sole discretion, to refuse entry or request any person to leave the Club Premises if such person is considered to be in breach of any Club Rules and Regulations or Bye-laws.

#### 1.5 GENERAL REMINDERS

- (a) Each Member must furnish the Proprietor with his latest address from time to time. Members should ensure that the Club has been notified of their latest correspondence address and contact phone numbers for its official record. Any correspondence addressed to Member at his last known address which he has furnished to the Proprietor shall be deemed to have been received on the day when such correspondence would have arrived in the due course of post.
- (b) Cardholders are responsible to read the Club's official newsletter and correspondence published on a regular basis (by post or home delivery) to receive updates on the Club's upcoming activities, notification of various operational changes, amendments to the Club Rules and Regulations and Bye-laws, etc.
- (c) The most updated changes to the Bye-laws or Club Rules and Regulations are displayed at the Club bulletin board.
- (d) In the event that there is discrepancy between the Rules and Regulations which are specific to a particular Club facility as posted at the relevant facilities and, the corresponding section in the Rules and Regulations booklets shall, to the extent as set out in the Rules and Regulations posted, be superseded.

# 2. CARDHOLDERS

#### 2.1 MEMBERSHIP CARDS

- (a) A Member, Nominee or Dependant, accepted by the Proprietor shall be issued a Membership Card and become a Cardholder.
- (b) All Membership Cards are the properties of the Club. Their use are governed by the Club Bye-laws and Rules and Regulations, as amended from time to time.
- (c) Membership Cards will be issued upon completion of the approval procedure. The possession of a valid Membership Card entitles the holder to use the Club's facilities and services, subject to relevant stipulations.
- (d) All applications for Membership Cards shall be made on the prescribed form and shall include Identity Card number and such other particulars as may be required. One current passport-sized photograph must be submitted for each potential Cardholder.
- (e) Each Cardholder shall produce his Membership Card when requested to do so by any staff member of the Club or when requesting service.
- (f) Each Cardholder who is aged 12 and above is deemed to have been authorized by the relevant Member or Nominee to sign chits unless written notice to the contrary has been received by the Proprietor.

- (g) If a Membership Card is lost, such loss shall be reported immediately to the Club in writing or in person. The Member or Cardholder will still be held responsible for all the transactions which are made using the lost Membership Card within a period of 12 office hours after receipt of the written notification of loss. A replacement card shall be issued upon payment of the prescribed fee. Should the lost card be subsequently recovered, it must be returned to the Club immediately.
- (h) If a Member wishes to cancel any or all of the Membership Cards issued on his account, he shall inform the Club in writing by completing the prescribed form and shall return the card(s) concerned for cancellation. If the cards are not returned, the Club reserves the right to continue charging monthly subscriptions until the cards are returned, and the Member will continue to be responsible for all charges incurred on the card up to the date of their return, notwithstanding that he may have already informed the Club of his intention to cancel the card.
- (i) If a Fairview Park tenant wishes to apply for a Tenant Membership, he shall complete the prescribed form and provide a copy of the legitimate tenancy agreement to the satisfaction of the Club. The tenant will be required to pay a security deposit and the annual fee together with the appropriate monthly subscriptions prior to the issuing of the Membership Card. If the tenancy is to be extended upon expiry, the Member should inform the Club together with evidence of the extension for processing application.
- (j) A transfer fee at such rate as determined by the Proprietor shall be charged for all Membership changes, except the original application in the case of first Nominee by an entity Owner Member or a Corporate Member.
- (k) A Membership Card may only be used by the person whose name and photograph appear on the card and is not transferable under any circumstances. The use of a Membership Card by any person other than the Cardholder will result in immediate confiscation of the card by the Club's staff or even cancellation of the Membership Card.
- (l) Membership Cards are the properties of the Club and shall be returned to the Club upon written demand, cancellation or expiry. An administration charge may be imposed by the Proprietor for unreturned Membership Cards.
- (m) If the Membership Card of a Member or Nominee is invalidated, for whatever reason, all Membership Cards issued under the same account will automatically be invalidated at the same time.
- (n) If a Membership Card is so damaged as to render it unusable in the opinion of the Club, it must be surrendered and replaced by a new card on payment of the prescribed fee by the relevant Member.
- (o) Anyone who obtains any goods or services from the Club but fails to produce his Membership Card upon request will be liable to suspension or expulsion from

the Club and will have to make immediate payment by cash for any goods or services so obtained. An additional charge may be imposed as the Proprietor may determine at its sole discretion.

(p) The Club has absolute discretion in permitting a baby under 3 years old to enter the Club Premises when accompanied by an Adult who shall be fully responsible for such baby. A child over 3 years of age will only be permitted to enter the Club Premises when holding a Membership Card or Guest coupon.

# 2.2 CHILDREN

- (a) A Cardholder under the age of 12 shall only be permitted to use Club facilities when accompanied by an Adult who shall be fully responsible for the Child's behaviour according to the Club Rules and Regulations at all times especially in Food & Beverage Outlets and Swimming Pool. Such Adult shall accompany no more than 3 children, and in the case of use of the swimming pool, no more than 2 children.
- (b) Child Cardholders may use all the Club facilities, subject to the following restrictions:

Facility	Older Children	
- Snooker Room / Fitness Centre	/ : Users must be aged 16 or above.	
Sauna / Steam Bath / Jacuzzi		
- Golf Driving Cages	: Children aged below 12 must be accompanied	
	by an Adult.	
- Reading Room	: Users must be aged 7 or above.	
- Tennis Courts / Table-Tennis Room : Users must be aged 7 or above.		
- Squash Courts / Basketball Court / : Users must be aged 7 or above.		
Outdoor Badminton Courts	3	
Facility	Younger Children	
- Outdoor Children's Playground	: Users must be aged 2 to 12 to use multi-play equipment.	
- Toddler Playroom	: Users must be under the age of E. or below 1.2 metres	

 Toddler Playroom
 Users must be under the age of 5 or below 1.2 metres of height and must be supervised by an Adult.
 Aerobics and Recreation Rooms
 Children aged 7 or under must be supervised by an Adult.

(c) A Member or Nominee who has Child Cardholders may apply to and the Proprietor may permit an Adult to accompany a Child Cardholder under 12 years old to enter the Club Premises solely for such purpose to take care of the child and may impose such terms and conditions as it shall think fit on the Member, Nominee and Adult concerned. For the purpose of the Bye-laws and Rules and Regulations, each such Adult shall be deemed to be a Guest of the Member or Nominee concerned, save and except that such Adult shall not be allowed to use the Club facilities.

- 2.3 GUESTS
  - (a) The following Cardholders may bring Guests (the maximum number of which shall be determined from time to time by the Proprietor), subject to the Proprietor's absolute discretion, into the Club during opening hours:
    - i) Adult Cardholders;
    - ii) Cardholders aged 12 to 17 who has been authorized by the relevant Member or Nominee to sign chit.
  - (b) Guest coupons must be bought at prescribed fees for Guests when accessing designated Sports and Recreational facilities. The Cardholder concerned is responsible for the payment of admission and usage fees for Guests introduced on his account. A Guest coupon is only valid on the day of issue and the accompanying Guests are, subject to any conditions as may be imposed by the Proprietor from time to time, allowed repeated access or such number of occasion of access to selected facilities as may be stipulated by the Proprietor from time to time on that day only. No Guest admission fee is charged for any Guest using the Club's dining facilities.
  - (c) The Guest coupon should only be used by the person whose name and identification document number appear on the coupon and is not transferable under any circumstances. A Guest shall produce his/her H.K.I.D. Card or other documentary proof with his/her photo for Club staff's verification.
  - (d) Any person whose Membership Card has been suspended or terminated by the Club for whatever reason may not enter the Club as the Guest of any Member without a prior written agreement of the Club.
  - (e) Each Guest shall produce his Guest coupon when requested to do so by any staff member of the Club. Any person who cannot produce his Guest coupon upon inspection may be liable to an additional charge, as the Proprietor shall from time to time determine.
  - (f) The Cardholder must accompany his Guests at all times. The Cardholder shall be responsible for his Guests' conduct in the Club and shall indemnify the Club against any damage such Guests may cause.
  - (g) The Club reserves the right to request the Cardholder and his Guest(s) to leave the Club Premises or suspend his Membership Card if he or his Guests is/are considered to be in breach of any of the Club Rules and Regulations or Bye-laws.
  - (h) The Club reserves the right to refuse any Guest for entry if he has previously committed breach of the Club Rules and Regulations or Bye-laws.
- 3. ACCOUNTS

## 3.1 PAYMENT OF ACCOUNTS

(a) Each Member shall be assigned a credit account number. Such account may

be assigned by the Proprietor to a company from time to time to handle all credit and payment related transactions. The Proprietor and such company have the legal rights to deal with such account and recover amounts due from the Member.

- (b) Subscriptions in advance, facility usage fees and other charges are billed on a monthly basis. Members are responsible for settling all amounts due from their accounts and Membership Cards on their accounts.
- (c) Arrangements for settlement of accounts are as follows:
  - i) Monthly statements are issued with the details of subscriptions, facilities usage fees and other amounts due up to and including the last day of each calendar month ("the Statement date"). Statements are normally issued in the first week of the month following the Statement date and are payable upon presentation. Payment should be made not later than 30 days after the Statement date, failing which interest at the rate of 2% per month will be imposed. The Club reserves the right to revise such interest rate from time to time. Statements have a footnote warning that interest will be automatically imposed for late payment received after 30 days of the Statement date and the interest amount will be incorporated in the next statement;
  - ii) If payment is still outstanding after 23 days of the Statement date, the Member will receive a reminder ("the Reminder"). Members are required to settle their accounts upon receipt of the Reminder. The Reminder will contain a request for immediate payment of the overdue. If payment is not made within 60 days of the Statement date, the name of the Member and all Cardholders on his account will be posted on the Club's suspension list and they will cease to be entitled to use any of the Club's facilities from the end of the month without further notice. The Reminder will also contain a warning to this effect;
  - iii) If payment is still outstanding for three months from the Statement date of the first unpaid monthly statement, a letter will be sent confirming that all privileges of Membership have been withdrawn. The Member will be required to return all the Membership Cards under his account and parking label(s) if applicable to the Club;
  - iv) Payments shall be settled by cash, autopay or crossed cheque payable to Fairview Park Country Club Limited or such company designated by the Proprietor. It is recommended that Members, especially those frequently away on business, settle their accounts by autopay through recognized banks. Since it takes at least one month and frequently more to implement the autopay arrangements, it is the responsibility of the Members to monitor the situation closely and to ensure that the autopay arrangements are working satisfactorily. Any charges incurred from the inadequate fund

at a bank shall be borne by the Member who shall settle the outstanding balance immediately with cash/cheque;

- Members shall check their monthly statement as soon as it is received. The statement will be considered correct unless errors are notified in writing to the Club within 14 days of receipt of the statement;
- vi) Members are requested to ensure that their statements are correctly addressed. If no statement is received by the latter part of the month, they should request the Club to forward another copy. Non-receipt of statements will not be accepted as a valid reason for non-payment;
- vii) If the account remains unsettled for three months, the Club shall have the right to cancel his Membership but the Member is still liable to the Club for his unsettled account;
- viii) Members shall be liable to pay the Club or the Proprietor or such company designated by the Proprietor as the Proprietor's agent in this respect or the company to which such legal rights to recover the outstanding debt in the said account of the Proprietor are assigned all expenses incurred in connection with collection of accounts, including expenses for legal proceedings and payment to collecting agents;
- Any transaction over HK\$10,000 shall be settled by cash or credit card. The Club reserves the right to revise the amount from time to time;
- x) Enquiries about the statements should be made to the Club by Members. A copying fee may be charged for copies of signed chits. An administration fee may be charged on enquiries involving transactions more than one month but less than three months old. Enquiries on transactions more than three months old will not be entertained.

## 3.2 YEAR-END GRATUITY

- (a) The Club does not levy any service charges in its restaurants and other facilities. The usual practice is for a year-end gratuity, equivalent to the prevailing monthly subscriptions, to be collected at the end of each year.
- (b) This is in line with the standard practice used in all similar Clubs in Hong Kong and provides Members with an opportunity to express their appreciation for the services extended to them throughout the year.
- (c) Such contributions are, however, purely voluntary. Those Members who wish to contribute a different amount are welcome to notify the Club of their intentions in writing.

## 4. CLUB FACILITIES

#### 4.1 CLUBHOUSE

(a) Membership Cards shall be produced on entering the Club Premises if and when

requested by Club staff.

- (b) The Club may request the Cardholder to use Membership Cards as Access Control Cards for entering certain Sports and Recreation areas or any area designated by the Club.
- (c) Members and their Guests shall not access the Sports and Recreational areas of the Club by way of the indoor or outdoor Food and Beverages areas, or other areas of the Club, but only through specific entry points as designated by the Club.
- (d) The Club may request Cardholder and their Guests using certain facilities, to identify themselves by wearing some form of visible identification as required. The Cardholder and his Guests shall comply with such requests.
- (e) Food shall only be consumed in the restaurants, garden terrace or designated poolside area (but not on the immediate pool surroundings).
- (f) No person shall bring in his own food or drinks for consumption within the Club Premises, except special food for young children or where special approval is given by the Club.
- (g) Alcoholic drinks must not be consumed anywhere in the Club by persons under the age of 18.
- (h) Smoking is prohibited on all Club Premises.
- (i) Venues for holding conferences or recreational purposes may be rented to Adult Cardholders at the prescribed rate. The Club reserves the right to refuse any booking at its absolute discretion and to obtain a deposit at the time of booking which will be forfeited if the booking is cancelled.
- (j) The Club does not accept any liability for loss or damage to personal property within the Club Premises. Any articles found anywhere in the Club will be collected and stored for a maximum period of one month provided that those are not perishable. Items unclaimed after the period will be treated as abandoned and will be disposed of by the Club at its absolute discretion.

# 4.2 FOOD AND BEVERAGE OUTLETS

- (a) Smoking is prohibited at all restaurants within the Club. Diners must strictly comply with all Rules and Regulations stipulated by the "Government of the Hong Kong Special Administrative Region" from time to time.
- (b) Alcoholic drinks would not be sold to persons under the age of 18. The Club reserves the right to refuse serving alcoholic drinks to any person upon any suspicion about one's age.
- (c) i) Banquet bookings for the restaurants or VIP rooms shall be made in advance. The charges for such bookings and the minimum cover charge are available on request. Function rooms may be rented to Adult Cardholders for holding banquets or functions at the prescribed rate and booking fee (if applicable) and/or security deposit shall be paid in advance upon

confirmation of the order. The Club reserves the right to refuse any booking and obtain a deposit of any amount at its sole discretion;

- ii) If cancellation is made within 14 working days prior to the function date, the Club reserves the right to charge 40% of the deposit as liquidated damages. The Club reserves the right to charge 80% of the function price if cancellation is made less than 48 hours prior to the function date as liquidated damages and the Club shall be entitled to apply the deposit towards the settlement or part settlement of such charge.
- (d) If advance arrangement is made for having a special function, whether it is to be held within the Club Premises or outside, if cancelled, the booking fee (if applicable) will be forfeited as liquidated damages and not be refunded under any circumstances.
- (e) Table reservations at the Club's restaurants may be made by telephone or in person except those periods as determined by the Club from time to time. Cardholders must arrive at the restaurant within 15 minutes of the reservation time. The Club reserves the right to allocate the reserved tables to other Cardholders should those making the reservation not show up. The Club also reserves the right to require table reservations to be made in person.

#### 4.3 GARDEN TERRACE

- (a) The Lawn Area is part of the Club's Sports and Recreational facilities. Cardholders are required to access this area through the Sports and Recreation entrance only.
- (b) The Terrace Area is an outdoor area with no Sports and Recreational facilities. Cardholders may not enter this area directly from the lawn but should go through Country Café.
- (c) When there is a private party, the Lawn Area may be linked up with the Terrace Area and enclosed for the function. Cardholders will be required to use the footpath along the lakeside for access to Outdoor Children's Playground and other Sports and Recreational facilities.
- (d) Corner Garden Swing Chairs are located away from the Outdoor Children's Playground and designed to be a tranquil space for senior Cardholders. All children in this area should be carefully supervised to prevent them from causing any nuisance or annoyance to other users of the Club or the owners and occupiers of adjoining or neighbouring premises.
- (e) Cardholders are reminded of the followings:
  - i) No food, drinks or smoking is permitted in the garden;
  - Flying kites, model aircraft, model vehicle or other devices are prohibited in the garden;
  - iii) Refrain from making noise or creating disturbance that may cause nuisance

or annoyance to other users of the Club or the owners and occupiers of adjoining or neighbouring premises.

- (f) Cardholders and their Guests shall be held liable and make full compensation for any damage of garden plants, equipment and/or facilities.
- (g) The Club reserves the right to close the garden at any time for cleaning, maintenance, repairs or other emergency without prior notice.
- (h) The Club reserves the right to adjust the opening hours without prior notice.
- 4.4 CHANGING ROOMS AND LOCKERS
  - (a) Children over one metre in height are not allowed to enter the opposite gender's changing rooms.
  - (b) No eating or drinking is allowed inside the changing rooms except for the consumption of water.
  - (c) No person suffering from any contagious or communicable disease shall use the changing rooms.
  - (d) There shall be no splashing, games of chase or rowdy behaviour in the changing rooms.
  - (e) The use of photo or video shooting device including cameras, video cameras and mobile phones with photo/video shooting functions is not allowed within the changing rooms.
  - (f) Keys to lockers for daily and yearly rental may be obtained from the Sports and Recreation Counter, subject to availability. Daily rental lockers are free of charge and a payment of prescribed fee is charged for yearly rental, at the Club's sole discretion. Daily rental lockers must be emptied and the keys must be returned to the Sports and Recreation Counter by the end of the same day. Failure to do so, along with any loss of keys, will result in additional charges imposed on the Member concerned. Children under the age of 12 entering the area must be supervised by an Adult including the use of a locker key. Children aged 12 or above can enter the pool area individually and obtain a locker key. The Club reserves the right to remove any articles left overnight in a daily rental locker and to treat them as lost property. The Club shall bear no responsibility for any loss or damage to any property which is stored in a locker. Dangerous, illegal or banned items are prohibited to be stored in a locker. The Club reserves the right to open and inspect any locker whenever deemed necessary.
  - (g) Within the Sauna, Steam Bath or Jacuzzi:
    - i) All users are required to shower themselves before entering the facility;
    - ii) Children under the age of 16 are prohibited;
    - iii) No eating or drinking is allowed inside;

- iv) Users with hair of shoulder length or longer are advised to wear a shower cap before entering the facility;
- Persons suffering from heart disease, contagious or communicable disease, high blood pressure or after consumption of alcoholic drinks are prohibited;
- vi) No reading material, electronic devices or combustible objects are allowed inside;
- vii) No hair colour treatment product, aroma oil, facial mask, hair wax, any kind of body fat burning chemicals/cling films, etc., shall be applied inside the facility;
- viii) No clothing is allowed inside the facility;
- ix) No drying of clothing and towels inside the Sauna.

# 4.5 SWIMMING POOL

- (a) Membership Cards must be used and produced as requested by Club staff at the Sports and Recreational Counter prior to entering the Sports and Recreation facilities (including swimming pool).
- (b) Children under the age of 12 entering the pool area must be supervised by an Adult. The Adult concerned is requested to take care of the children at all times.
- (c) Smoking, eating, drinking (except water) or spitting is not permitted on the immediate pool surroundings.
- (d) All swimmers shall shower themselves and go through the footbath prior to entering the pool. Any person who has applied suntan cream/lotion or washable sun-protection substances shall shower themselves with soap before entering the pool.
- (e) Non-swimmers (parents/Adults who are not in swimwear) shall wear sandals or slippers within the pool deck area, and should also keep themselves at least 3 feet away from the pool.
- (f) Swimming caps shall be worn by all those with hair of shoulder length or longer.
- (g) No object apart from swimming aids is allowed. Large inflatable toys or objects may not be brought into the pool area, except for special functions and with the prior approval of the Club.
- (h) The use of personal stereo or musical instruments is not allowed, except for special functions and with the prior approval of the Club.
- (i) Learners or non-swimmers shall confine themselves to the shallow end of the pool.
- (j) Glass bottles and other breakable objects shall not be brought into the pool's area. Only goggles or spectacles with plastic lenses may be worn in the pool's area.

- (k) Children wearing nappies are not permitted to enter the pool.
- (l) No pushing or games of chase are allowed in or around the swimming pool.
- (m) Diving or running is strictly prohibited in the pool's area.
- (n) No Adult shall bring more than two children under the age of 12 into the pool area at a time.
- (o) No footwear other than flip-flops or sandals may be worn on the pool surroundings.
- (p) The use of any sub-aquatic equipment such as facemask or flippers, etc., is strictly prohibited except under the guidance of a coach approved by the Club or with the prior approval of the Club.
- (q) Private swimming lessons are strictly prohibited at the swimming pool except with the prior approval of the Club.
- (r) The use of photo or video shooting device including cameras, video cameras and mobile phones with photo/video shooting function is not allowed within the swimming pool areas.
- (s) No person suffering from any contagious or communicable disease shall use the swimming pool. Any Cardholder or his Guest who fouls the swimming pool may be subject to a penalty of HK\$10,000 and expulsion from the Club, without prejudice to any liability arising out of such conduct.
- (t) The pool attendants or lifeguards on duty have the authority to order anyone annoying or endangering others to leave the pool area.
- (u) The Club shall have the right to put up a "FULL" sign and restrict entry to the pool when the maximum permitted capacity is reached.
- (v) The pool may be closed temporarily for cleaning, maintenance, repairs, on account of inclement weather, accident, emergency or for holding special functions.

# 4.6 BALL GAMES

- (a) Tennis Courts, Outdoor Badminton Courts and Basketball Court, Squash Courts, Table Tennis Room, Snooker Room, Golf Driving Cages:
  - i) Players may play only on the court/table assigned to them;
  - ii) Drinks are permitted, but not food. Smoking is not permitted on the courts or their surroundings;
  - iii) Waiting players are responsible for advising the players on the court/table when their time is up;
  - iv) Waiting for courts on behalf of other players is not allowed;
  - v) Players should refrain from making excessive noise and from actions which interfere with the enjoyment of the game by others;
  - vi) Appropriate clothing should be worn for tennis, squash, badminton, basketball and golf. Long trousers (apart from tracksuit bottoms when

warming up), Bermuda shorts, cut-off jeans and tank tops are not permitted;

- vii) Players should remove any stones or other objects likely to damage the surface and make sure that their shoes are clean and of the approved type;
- viii) Bookings are open to all Cardholders. No consecutive session and/or more than 2 sessions of the same venue can be booked on the same day under the same Membership account;
- ix) The person booking the session must be one of the players. Guest fee (if applicable) must be accepted and signed by the Cardholder concerned before the game starts;
- Bookings may be made by telephone or in person, up to 7 days in advance. Special arrangements may be made for coaching sessions, competitions, league matches organized by the Club or all other situations, as deemed necessary;
- xi) Any session booked but not signed-in at the Sports and Recreation Counter 10 minutes after the commencement of the session may be allocated to another party without notice. The relevant account of the party who made the booking will be debited with a "No Show" charge whether or not another party subsequently takes up the booking;
- xii) At least 24 hours notice of cancellation must be given (2 hours for same day bookings), failing which an administrative charge for "No Show" will be debited to the concerned Cardholder's account;
- xiii) All sports equipment borrowed from the Sports and Recreation Counter must be returned to the counter in its original state. Any damage must be reported to the Sports and Recreation Counter immediately. Players will be charged for equipment damaged or not returned;
- xiv) The Club staff have the right to request any player or spectator to leave the room/court/table if he/she is considered to have breached any of the Club Rules and Regulations or Bye-laws;
- xv) The Club will close all hard courts when the surfaces are wet. The courts will only be re-open when thoroughly dry. In rainy conditions, players are advised to phone the Sports and Recreation Counter to ascertain the condition of the court half an hour before their booked time;
- xvi) Any damage to the facility will be charged to the concerned Cardholder's account.
- (b) With particular regard to the Tennis Courts:
  - i) Players must be aged 7 or above;
  - ii) Players are requested to enter the courts by the appropriate gates as indicated by the pathway signs;

- iii) Players are requested to enter the courts by using valid Membership Cards as Access Control Cards;
- iv) Jumping over the net or hanging of items over the net poles is strictly prohibited;
- v) Spectators are not allowed on the courts, except by special arrangement with the prior approval of the Club;
- vi) Floodlights are switched on in the evening on the occupied courts only;
- vii) On Saturdays, Sundays and Public Holidays or any other days reserved by the Club, some tennis courts will be arranged for training sessions organized by the Club. The remaining courts will be open for Cardholder's booking.
- (c) With particular regard to the Squash Courts:
  - i) Players must be aged 7 or above;
  - ii) Racket heads should be wrapped with protective tape to prevent scratching of walls;
  - iii) Not more than 2 players are allowed in a court at the same time, except with the prior approval of the Club;
  - iv) Spectators are not allowed inside the courts;
  - v) Squash room may be used for multi-purpose games and the Club may at any time determine the use for the room without prior notice being given.
- (d) With particular regard to the Table Tennis Room:
  - i) Players must be aged 7 or above;
  - ii) No sitting or leaning on the table is permitted;
  - iii) No games of chase or hitting of ping-pong balls against the walls are permitted;
  - iv) Table Tennis room may be used for multi-purpose games and the Club may at any time determine the use for the room without prior notice being given;
  - v) Not more than 4 players are permitted to play at a table at the same time.
- (e) With particular regard to the Snooker Room:
  - i) Players must be aged 16 or above;
  - Players are required to be appropriately dressed and to refrain from wearing heavy buckles or metal articles (such as studs or buttons) which could damage the table surfaces. Bare feet or flip-flops are not accepted as appropriate footwear;
  - Not more than 4 players are permitted to play on one table at the same time;

- iv) The Cardholder who booked the session will be responsible for any damage to the table and the baize, and will be debited for all material and labour costs;
- v) House cues and a full set of balls are available at the Sports and Recreation Counter and they must be returned to the Sports and Recreation Counter immediately after the game. Any damage or shortage will be debited to the concerned Cardholder's account.
- (f) With particular regard to the Golf Driving Cages:
  - i) For safety reasons, children under the age of 12 may not use the golf driving cages without any Adult supervision;
  - ii) Not more than 1 player is allowed in a lane, except with the prior approval of the Club;
  - iii) Spectators are not allowed on the tee area.

# 4.7 OTHER FACILITIES

- (a) Fitness Centre, Aerobics Room, Recreation Rooms, Toddler Playroom, Outdoor Children's Playground, Reading Room, Ladies Beauty Salon and Tennis Spectators' Area:
  - i) Children must be accompanied and supervised by an Adult at all times, who shall be fully responsible for their safety;
  - ii) No food, drink (except water) or smoking is permitted;
  - iii) Please keep the facility clean and tidy;
  - iv) Please place all tables, chairs & other equipment in its original position after use;
  - v) Users should avoid doing anything to annoy or interfere with the quiet enjoyment of the facility by others;
  - vi) No private functions or commercial activities are allowed (e.g. private party, sales, promotion, activities with money transaction or any activities considered by the Club as commercial activities);
  - vii) No dangerous or illegal activities are allowed;
  - viii) Any damage to the facility will be charged to the concerned Cardholder's account.
- (b) With particular regard to the Fitness Centre:
  - i) Users must be aged 16 or above and no person under the age of 16 is permitted to enter the room under any circumstances;
  - ii) All users are advised to consult their general practitioners prior to using the equipment or doing any strenuous exercise;
  - iii) A user entering the Fitness Centre represents him/herself is suitable and fit to use the facilities. Users enter and use the Fitness Centre at their own risk;

- iv) All users of the Fitness Centre shall follow instructions from the staff on the proper and safe use of the equipment;
- All users must dress appropriately in clothing and footwear which has no buttons, buckles or protruding parts which could cause damage to the equipment. Wearing of flip flops, slippers, leather shoes, trousers or jeans are not allowed;
- vi) Users should wipe dry all equipment and place equipment back in its original position after use;
- vii) No spectators are allowed to enter the room;
- viii) The Club reserves the right to restrict entry of any person in the event of all the equipment having reached its maximum utilization;
- ix) The Club reserves the right to assign special session time for "Men" or "Ladies" only.
- (c) With particular regard to the Aerobics Room and Recreation Rooms:
  - i) Children aged 7 or under may only enter the Aerobics Room if supervised by an Adult or receiving tuition from a coach approved by the Club;
  - ii) All users must wear appropriate, clean and approved footwear;
  - iii) No spectators are allowed to enter the room or wander around the room and the surroundings as in the Club's opinion this may disturb the users inside the room;
  - iv) Users must register at the Sports and Recreation Counter before the commencement of any class;
  - v) The Club may at its sole discretion change the use of the Aerobics Room/ Recreation Rooms or cancel a scheduled activity without giving prior notice.
- (d) With particular regard to the Toddler Playroom:
  - i) Only children under the age of 5 or below 1.2 metres of height are permitted to use the playroom facilities;
  - ii) Shoes must be removed before entering the play area and it is recommended that socks be worn for hygiene reason;
  - Socks must be removed before entering the cushioned climbing area. Climbing wall is divided into 4 panels. Only one child is allowed to climb on one climbing wall panel at a time. An Adult is required to supervise and take care of the user;
  - iv) The use of computer is limited to half an hour per person at any one time.
- (e) With particular regard to the Outdoor Children's Playground:
  - i) Only children from the age of 2 to 12 are permitted to use the multi-play equipment;

- ii) Ball games, roller-skating and other unauthorized games are prohibited in the playground.
- (f) With particular regard to the Reading Room:
  - i) Users must be aged 7 or above;
  - ii) The use of computer is limited to half an hour per person at any one time;
  - iii) Users are required to keep quiet in the Reading Room;
  - iv) The Club bears no responsibility for the users' behaviour of surfing on the Internet.
- (g) With particular regard to the Ladies Beauty Salon:
  - i) Advanced booking is required at Sports and Recreation Counter in person or by phone;
  - ii) Only female are served;
  - iii) Any appointment made but no show 15 minutes after the commencement of the session may result in a cancellation charge to be debited to the concerned Cardholder's account.

# 4.8 RECREATIONAL ACTIVITIES AND TRAINING COURSES

- (a) The Club's recreational activities include outings, day trips, tours, visits, etc., while training courses are available on tennis, squash, swimming, taekwondo, aerobics, children's painting, etc., with such other courses as the Club shall at its sole discretion from time to time determine. Sports and Recreational coaching within the Club Premises may be given only by coaches approved by the Club and on such terms and at such times as the Club may decide.
- (b) Participation in recreational activities or training courses is subject to the following conditions:
  - Once the Club has accepted a Cardholder's application to participate in an activity or course, the full fee for the activity or course will be debited to the relevant Member's account. No refund will be made if the Cardholder voluntarily cancels the application or fails to attend the activity or course;
  - Cardholder may invite Guests to join certain activities or courses as approved by the Club and the number of Guests is subject to the Club's sole discretion from time to time;
  - iii) The Club shall not be responsible for or liable to any injuries or accidents which may occur to Cardholders or their Guests during any activity or training course;
  - iv) Cardholder and their Guests shall follow the rules and instructions for the activities and courses. Any violation may result in expulsion of the offending person from the activity or course without any refund and compensation of remaining course fees;

v) The Club reserves the right to amend, cancel or terminate any recreational activity or training course as deemed necessary without prior notice.

## 4.9 WI-FI ACCESS AT THE CLUB PREMISES

- (a) Any person shall, by using the free Wi-Fi (wireless internet service) access at certain parts of the Club Premises as designated by the Proprietor ("the Service"), be bound by and abide by all such terms and conditions ("the Terms") for the service as stipulated by the Proprietor from time to time and as posted up by the Proprietor at such location or locations of the Club Premises.
- (b) Any person by using the Service shall be conclusively deemed to have read the Terms before using the Service and have accepted all the Terms.
- (c) The Proprietor or the Club shall not be liable in any way whatsoever to any person for any loss and damages arising out of or in connection with the use of the Service or unavailability of the Service. Any person using the Service shall fully indemnify the Proprietor and the Club for any loss and damages that the Proprietor and the Club may suffer arising out of or in connection with the use of the Service by such person.

# 5. PARKING

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## 5.1 PARKING FACILITIES

- (a) Under appropriate situations, members may use the Lotus Road Car Park free of charge for a certain number of hours as determined by the Proprietor. Such privilege is afforded to clearly identified vehicles belonging to the Cardholders when they are actually on the Club Premises. This system of registered free parking for Cardholders may be implemented by the Proprietor requiring the use of parking labels, tickets or any other suitable method. Cardholders found abusing the system will lose the privilege of free parking.
- (b) Vehicles may be parked in the Lotus Road Car Park while the occupants are physically using the Club facilities. Use of car park facilities is subject to the terms and conditions between the Club and the Owner of the Lotus Road Car Park.
- (c) Any vehicle bearing a valid Club parking label which is found on the Club Premises at a time when the Cardholder is not within the Club may be subject to towing and any and all costs involved will be charged to the concerned Member's account.
- (d) Any vehicle parked on the Club Premises without permission from the Proprietor will be impounded or towed away and the vehicle owner will be required to pay the relevant penalty and handling charges in cash.
- (e) All vehicles, including motorcycles, bicycles, tricycles, etc., must be parked at the parking areas designated by the Club. Any vehicle not observing this rule will be impounded, clamped or towed away and the vehicle owner will be subject to relevant penalties and expenses.

- (f) All vehicles, including motorcycles, bicycles, tricycles, etc., must not be parked at the parking areas designated by the Club overnight. Any vehicle not observing this rule will be impounded, clamped or towed away and the vehicle owner will be subject to relevant penalties and expenses.
- (g) The Club and the Owner of the Lotus Road Car Park shall not be held liable to or responsible for any theft or damage to any vehicle, including motorcycles, bicycles and tricycles, etc., while they are parked at the Lotus Road Car Park or the Club Premises. Vehicles parked outside designated parking spaces are liable to be towed away without notice.
- (h) Compensation will be paid to the Owner of the Lotus Road Car Park for any damage caused by any Cardholders or their Guests to any facilities in the Lotus Road Car Park.
- (i) The Club and the Owner of the Lotus Road Car Park reserve the right to require Cardholders or their Guests to use their Club User Cards to get access to the car park and to record the appropriate fee if necessary.
- (j) Cardholders have to comply with all Estate Rules and the Rules and Regulations set by the Owner of the Lotus Road Car Park.
- (k) The Club and the Owner of the Lotus Road Car Park reserve the right to require Guests and visitors to pay the parking and other charges by Octopus Cards.
- (l) Only the disabled driver driving a vehicle bearing a valid Club parking label and a Disabled Person's Parking Permit from the "Government of the Hong Kong Special Administrative Region" may park at the designated disable parking area on Club Premises.

# 5.2 PARKING LABEL

- (a) Each Member is eligible to apply for a maximum of 2 parking labels for himself or his Dependants subject to approval by the Club. True copies of birth certificate or valid documentary proof of relationship must be submitted to the Club together with the application.
- (b) Parking label shall only be issued to the vehicle with height under 1.9 metres and valid vehicle registration document registered under the name of the Member or his Dependants. Member shall be responsible for notifying the Club of the change of ownership of the vehicle issued with parking label in writing immediately after such change.
- (c) Member shall provide all documents requested by the Club for processing the application. Copies of document may not be returned to the Member, as deemed necessary.
- (d) If a Member is authorized to use a company vehicle, he must produce a valid company letter on the company's official letterheaded paper, signed by a company director or any authorized person together with a company seal, authorizing the Member to make full use of the vehicle.

- (e) Members applying for a transfer or termination of their Membership must return all their parking labels to the Club. Otherwise, the parking labels will be considered as lost. Any lost, unreturned or damaged parking label will be subject to a prescribed charge, and the amount of charge is subject to change without notice.
- (f) Parking labels remain the property of the Club, are non-transferable, issued only for the exclusive use of Club Members and Members' vehicles registered with the Club. Guests of Members may not use Parking Labels issued to Members.
- (g) Reproduction of parking labels by any means is strictly prohibited and such Member may be subject to a penalty or expulsion from the Club.
- (h) The Club reserves the right not to issue parking label to any Member or cancel any parking label issued to Member if the Member is considered to have been in breach of the Club Rules and Regulations or Bye-laws or as deemed fit.

# 6. INJURY/DEATH TO PERSON, DAMAGE OR LOSS OF PROPERTY

- (a) The Proprietor does not accept any responsibility for the damage, loss or theft anywhere on the Club Premises of any personal property, including valuables, belongings to Members, Nominees, Dependants, Guests or visitors to the Club, whether the articles concerned are left in the common areas or in the lockers provided for the purpose. No responsibility will be accepted for any personal property belonging to any Cardholder entrusted to the care of a Club staff.
- (b) The Proprietor shall not be liable for any personal injury caused to or suffered by anyone either within or in the vicinity of the Club Premises.
- (c) Any person who is involved in an accident of any kind on any part of the Club Premises, or which occurs outside the Club boundaries as a result of an act done within, in which injury/death to any person or damage/loss to any property is caused, shall report the accident to the Club as soon as possible thereafter, whether or not it appears that any claim shall arise from the injury or damage concerned.
- (d) Any Member shall be responsible for compensating the Club for any loss or damage sustained by the Club resulting from the actions of the Member concerned, his Nominees, Dependants, Guests, Children of whatever age or any visitors on his account, to the Club introduced by him, whether or not a Guest fee has been paid in respect of such children or visitors.

# 7. EXCEPTIONS AND INTERPRETATIONS

- (a) The Proprietor reserves the right to grant exceptions to the Club Rules and Regulations and Bye-laws at its discretion.
- (b) Any question as to the interpretations of the Club Rules and Regulations and Bye-laws shall be left to the Proprietor whose decision shall be final.

- (c) All matters not specifically provided for in the Club Rules and Regulations and Bye-laws shall be left to the decision of the Proprietor whose ruling shall be conclusive.
- (d) In accordance with Bye-laws Clause 26, the Proprietor may from time to time vary, add to or revoke these Club Rules and Regulations.
- (e) Details of opening hours, monthly subscriptions or other fees and charges are available for checking in the Club Premises at the designated location.
- (f) The English version of these Club Rules and Regulations shall prevail. The Chinese translation is for reference purpose only.
- (g) In these Rules and Regulations, 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.

– END –

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#### 會員守則

## 1. 一般事項

1.1 一般原則 本會員守則按錦綉花園鄉村俱樂部的章程所訂立。所有會員、會員証持有人及賓客受到該 章程及本會員守則約束,並須遵守所載的規定。除另有規定,該章程所載的定義適用於本 會員守則。

#### 1.2 開放時間

- (a) 俱樂部會所及轄下設施每日開放給會員証持有人的時間乃經營者不時作出決定。詳情 可參閱張貼在俱樂部報告板上的『各項設施之開放時間及使用守則』。
- (b) 當懸掛八號風球或以上的颱風訊號時,俱樂部可關閉轄下設施。俱樂部可因惡劣天氣 或其他不利因素暫時關閉俱樂部會所。俱樂部亦可因進行清潔、維修、職員假期及任 何其他理由,酌情關閉轄下任何或所有設施。詳情可參閱俱樂部內的告示。
- (c) 俱樂部可因任何理由包括競賽或賽事,容許任何認可的協會、社團或任何其他團體或 人士以收費或免費的方式使用轄下所有或任何設施。詳情可參閱俱樂部內的告示。

#### 1.3 衣著

- (a) 所有進入俱樂部會所範圍的人士必須時刻穿著端莊整齊,與俱樂部的舒泰氣氛配合。 俱樂部有權拒絕其認為衣著不恰當之任何會員証持有人、賓客或人士進入。
- (b) 於俱樂部會所範圍內:
  - i) 必須嚴格遵守得體便服的衣著規則;
  - ii) 只可在更衣室更換衣履;
  - iii) 只可於泳池範圍內及更衣室穿著泳衣;
  - iv) 不准於室內設施穿著無袖汗衣、拖鞋或泳衣。
- (c) 於餐廳範圍內:
  - i) 所有餐廳要求穿著得體的便服;
  - ii) 不准於室內設施穿著無袖汗衣、拖鞋或泳衣;
  - iii) 俱樂部有權拒絕其認為衣著不恰當之任何會員証持有人或賓客進入室內的餐廳。
- (d) 有關體育場地的衣著要求,請參照下述有關的規則。
- 1.4 俱樂部會所範圍內的行為規範
  - (a) 所有會員証持有人及其他進入俱樂部會所範圍 (包括室內和室外範圍) 的人士須 注意下列各項:
    - i) 檢點自身的舉止行為;
    - ii) 避免使用猥褻、不雅或粗言穢語;
    - iii) 避免製造噪音或作出騷擾,或避免一些行為對俱樂部的其他使用者、接壞或鄰 近處所的屋主或住戶造成滋擾或煩擾;
    - iv) 在俱樂部會所範圍不可抽煙、雪茄或煙斗;

- v) 除非俱樂部預先批准,否則不得攜帶任何食物或飲料進入俱樂部會所,惟供嬰兒(未滿三歲)使用的食物和飲料除外:
- vi) 除非俱樂部批准,否則不得在俱樂部會所範圍內 (餐廳、花園遊廊或游泳池畔 指定的地方除外) 飲食。在指定的體育場地飲用清水則不在此限:
- vii) 將廢物棄置於指定的收集箱內,不可隨處拋棄或存放垃圾;
- viii) 除非已獲得俱樂部的特別批准,否則不得使用私人的立體聲器材或音樂器材;
- ix) 除非已獲得俱樂部的特別批准,否則不得攜帶任何宣傳資料進入俱樂部或展示 任何宣傳資料:
- x) 不得攜帶任何寵物或動物進入俱樂部會所範圍:
- xi) 不得進行任何形式的賭博或博彩遊戲及並非由俱樂部安排的類似活動;
- xii) 不得在俱樂部會所範圍踏單車、滾軸溜冰、踏滑板車、踏滑板或進行任何其他 對會員証持有人、賓客或俱樂部職員造成危險或干擾的活動。單車或三輪車必 須停放在俱樂部會所範圍指定的停泊處。俱樂部准許攜帶滾軸溜冰鞋、滑板車 及滑板入內,惟需按照俱樂部職員指示擺放在預設的位置:
- xiii) 除非已獲得俱樂部的特別批准,否則不得拍照、錄像或錄音;
- xiv) 不得移走或損壞任何俱樂部的財物包括樹、灌木、盆栽及其他供會員証持有人 觀賞的物品。破壞者需為本身、其帳戶下的賓客或其他會員証持有人所造成的 損失或破壞,向俱樂部彌補或賠償;
- xv) 除非已獲得俱樂部的特別書面批准,否則不得進行籌款、募捐、抽獎、貿易或 商業交易;
- xvi) 除非已獲得俱樂部的特別書面批准,否則不得進行培訓、授課或導修;
- xvii) 不得騷擾俱樂部職員或干擾俱樂部的運作;
- xviii) 任何情況下不得命令俱樂部職員或俱樂部的承包商辦差事:
- xix) 不論因任何理由,不得進入俱樂部指定的職員專用區或俱樂部臨時或永久禁止 出入的範圍;
- xx) 除非俱樂部作出呼籲·否則不得以任何藉口給予俱樂部職員任何小費、賞金或 任何形式的利益;
- xxi) 不得就據稱的不當行為直斥、辱罵或處罰俱樂部職員。(俱樂部會所範圍不得 向職員使用侵略性或辱罵的言語或行動。如會員証持有人感到受屈或對俱樂部 任何一位職員的行為表現不滿,他/她應親身或以書面形式向俱樂部經營者投 訴,並提供詳細資料);
- xxii) 除非俱樂部經理為一項特別活動預先安排,否則不得以現金支付俱樂部的服務 及俱樂部會所內供應的食物、飲料或用品,惟自動售賣機除外;
- xxiii) 不得因據稱的不當行為直斥俱樂部其他會員。(如會員証持有人感到受屈或不 滿俱樂部其他會員証持有人或其賓客的行為,他 / 她應親身或以書面形式向經 營者投訴,並提供詳細資料);
- xxiv)不可委託俱樂部的職員保管個人財物,須時刻小心看管自己的財物。(不論是否 由會員証持有人、其賓客或其他人士委託他人保管財物,俱樂部對會員証持有 人、其賓客在俱樂部會所內發生任何財物的損壞、丢失或毀壞,一概不負責)。

- (b) 在不影響章程第十五條第一段經營者之權益的情況下,在發出書面警告給有關人士 後,俱樂部經營者可針對任何會員守則或章程的違反行為而暫停任何會員証持有人的 權益,並有絕對的酌情權決定暫停的期限。如違規者是一名兒童,經營者可自行決定 暫停有關會員的權益。
- (c) 如任何人士被視為違反任何會員守則或章程,俱樂部可行使其全權酌情權,拒絕招待 入內或要求任何人離開俱樂部會所範圍。
- 1.5 一般備忘
  - (a) 每位會員須不時向經營者提交他 / 她最新的住址。會員應確保已通知俱樂部其最新的 通訊地址和聯絡電話,以便存入正式記錄。任何會員所提供予經營者最後得悉的地址 視為有效郵遞的途徑,信件在正常的郵遞過程中視為送達到會員。
  - (b) 會員証持有人應有責任閱讀俱樂部定期編印的會訊和通訊(以平郵或專遞到住所的方式 送遞),以便獲知俱樂部的最新活動,運作上的改動及俱樂部會員守則和章程的修訂等。
  - (c) 章程或俱樂部會員守則的最新版本張貼在俱樂部的告示板上。
  - (d) 如果俱樂部的某設施所張貼有關使用該設施的會員守則與印刷本會員守則內的相應條 文有不一致之處,印刷本的該部分條文會被張貼本所定之情況而被取代。

# 2. 會員証持有人

- 2.1 會員証
  - (a) 獲經營者接納的會員、被提名人或附屬均可獲發會員証,成為會員証持有人。
  - (b) 所有會員証均屬俱樂部的財物。會員証的使用乃由不時修訂之俱樂部的章程及會員守 則管轄。
  - (c) 會員証將於完成審批程序後簽發。持有效的會員証並符合有關規定者,可獲准使用俱 樂部的設施和服務。
  - (d) 申請會員証須透過填妥指定的表格,並提供身份証號碼及任何其他要求的細節。每名 申請者須遞交護照適用的近照壹張。
  - (e) 使用俱樂部的服務或應俱樂部職員要求時,會員証持有人須出示他 / 她的會員証。
  - (f) 除非經營者已收到書面通知表示相反的意願,否則十二歲及以上的會員証持有人一律 視為已獲有關會員或被提名人授權簽署消費。
  - (g) 如會員証遺失或被竊,須即時以書面或親身通知俱樂部。俱樂部接到有關遺失會員証的 書面通知後十二個辦公小時內,會員或會員証持有人仍須全數負責遺失會員証被使用的 交易。補領新証須支付規定的費用。如日後尋獲遺失的會員証,必須即時交回俱樂部。
  - (h) 如果會員欲取消其帳戶名下任何或所有會員証,必須填妥指定的申請表以書面形式通知俱樂部,並將有關的會員証退回俱樂部以便取消,否則,俱樂部保留繼續收取月費的權利,直至該會員証退回俱樂部為止。儘管會員可能已通知俱樂部取消會員証的意願,該會員仍須負責會員証退回日之前已入帳的所有欠款。
  - (i) 錦綉花園租客欲申請租客會籍,必須填妥指定的申請表及提供一份令俱樂部信納的合 法租約。該租客必須於獲發會員証前支付按金、年費和適用的月費。如該租約期滿後 獲續租,會員應通知俱樂部並呈交有關續約的證據,以便處理有關申請。

- (j) 除公司業主會籍或公司會籍初次申請時的首位被提名人外,所有會籍轉名須支付由經 營者所訂的轉名費用。
- (k) 會員証只限証件上所示姓名及照片人士使用,在任何情況下不得給予他人使用。如果 一經俱樂部職員發現,將被即時沒收有關會員証,有關會員可能被終止會籍。
- (I) 會員証屬俱樂部的財物,並須於俱樂部的書面要求下、取消或限期屆滿時退回俱樂部。經營者可向未退回會員証的人士徵收行政費。
- (m)不論任何理由,如果會員或被提名人的會員証失效,所有在其帳戶內的會員証均在同 一時間自動失效。
- (n) 如果俱樂部認為個別會員証已經耗損至不能使用時,該會員須交回舊証以更換新証, 並須支付換証的費用。
- (o) 任何人未能出示會員証而享用俱樂部的物品或服務,將被暫停或開除會籍,而有關人 士必須即時以現金支付相關費用。經營者亦可全權酌情決定是否向有關人士徵收額外 費用。
- (p) 俱樂部可全權酌情決定是否接納有成人陪同未滿三歲嬰兒進入俱樂部會所及該成人 須對該幼童的行為負全責。三歲以上的幼童須持有會員証或賓客入場券才可進入俱樂 部會所範圍。

#### 2.2 兒童

- (a) 未滿十二歲的會員証持有人在成人陪同下才可使用俱樂部設施。根據俱樂部的會員守則,該成人須時刻為兒童的行為負全責,尤其是在餐廳和游泳池範圍內。成人只可陪同不多於三名兒童;如使用游泳池者,只可陪同不多於兩名兒童。
- (b) 兒童會員証持有人可使用所有俱樂部的設施,但有以下的限制:

設施	中童
- 桌球室 / 健身中心 / 桑拿室 /	:使用者須為十六歲或以上
蒸氣浴室 / 水力按摩池	
- 高爾夫球練習場	: 未滿十二歲的兒童必須有成人陪同
- 閲覽室	:使用者須為七歲或以上
- 網球場 / 乒乓球室	:使用者須為七歲或以上
- 壁球室 / 籃球場 / 室外羽毛球場	:使用者須為七歲或以上

設施	小童
- 室外兒童遊樂場	:使用多種玩法的組合玩具,必須為兩歲
	至十二歲的兒童使用
- 兒童遊戲室	:使用者須為五歲以下,或身高少於
	一點二米・及必須有成人陪同
- 健美室及文娱室	: 未滿七歲的兒童, 必須有成人陪同

(c) 兒童會員証持有人的會員父母或其被提名人可提出申請,而只是為了照顧孩童的目的,經營者可批准一名成人陪同未滿十二歲的兒童會員証持有人進入俱樂部會所,並訂立有關會員、被提名人和成人須遵守經營者認為合適的條款和條件。就章程及會員守則而言,該名成人視為有關會員或被提名人的賓客,唯一不同的是該名成人不可使用俱樂部的設施。

- 2.3 賓客
  - (a) 以下兩類會員証持有人於開放時間內可攜同賓客進入俱樂部(經營者不時決定人數上限),而俱樂部可全權酌情決定:
    - i) 成人會員証持有人:
    - ii) 十二至十七歲的會員証持有人並已獲有關會員或被提名人授權簽署消費。
  - (b) 進入特定康體設施時,會員須替賓客以規定的費用購買賓客入場券。有關會員証持有 人負責支付攜行賓客的入場費和使用設施費用。賓客入場券只限簽發當日有效,攜行 賓客只可受經營者不時設定的任何條件限制之下,於當日多次或按經營者不時規定有 限的次數進出特定的設施。任何賓客使用俱樂部的餐廳不另設收費。
  - (c) 賓客入場券只限券上所示姓名和身份証號碼人士使用,在任何情況下不得給予他人使 用。如遇俱樂部職員要求核對身份,賓客須出示他/她的香港身份証或其他附相片的 証明文件。
  - (d) 在沒有俱樂部事先的書面協議下,任何遭俱樂部暫停或終止會籍的人士均不可以賓客 身份進入俱樂部。
  - (e) 在任何俱樂部職員要求下,每位賓客須出示賓客入場券。未能出示賓客入場券的人士 均可被徵收由經營者不時決定的額外費用。
  - (f) 會員証持有人須時刻陪同其攜行賓客,為賓客在俱樂部的行為負責,及賠償俱樂部任 何由該賓客引致的損失。
  - (g)如果俱樂部認為個別會員証持有人或其賓客的行為違反任何會員守則或章程,俱樂部 保留權利要求該會員証持有人及其賓客離開俱樂部會所範圍或暫停其會籍。
  - (h) 俱樂部保留權利拒絕任何曾違反俱樂部之會員守則或章程的賓客入內。

#### 3. 帳戶

- 3.1 帳戶付款
  - (a) 每名會員均獲發一個信用帳戶號碼,經營者不時可以把該帳戶轉讓予另一間公司,以 便處理所有記帳和與付款有關的交易。經營者及該公司享有合法權益處理該帳戶及從 會員收回拖欠的金額。
  - (b) 預繳月費、使用設施收費及其他費用均按月結帳。會員須負責支付其帳戶及歸其帳戶 下會員証的所有欠款。
  - (c) 付款方式安排如下:
    - i) 發出的月結單列出截至並包括該曆月最後一日(『月結單日期』)應繳的俱樂部 月費、使用設施收費及其他費用詳情。月結單一般於該月結單日期起計首周內 發出,收到後須即時付款,不得超過月結單日期後三十天付款,否則需徵收 每月百分之二的利息。俱樂部保留權利不時調整利率。如訂明在月結單日期後 三十天才付款,將自動徵收利息,並於下一期的月結單一併列出;
    - ii) 如果在月結單日期後二十三天之後會員還未繳付,會員將收到催繳通知書 (『該催繳通知書』),收到後須清償帳戶的欠款。該催繳通知書要求立即付 款。如果在月結單日期後六十天內尚未付款,該會員及所有其帳戶下的會員証

持有人的名字均會被列入暫停會籍的名單內,並且他們於該月月底起不可使用 俱樂部的任何設施,不再另行通知。該催繳通知書內亦會列有此警告字句;

- iii) 如果欠款逾首份未清償月結單的月結單日期三個月仍未付款,俱樂部將發信給 該會員通知已撤銷其所有會員專享待遇。俱樂部會要求該會員退回其帳戶下的 會員証及泊車証(如適用);
- iv) 會員可以現金、自動轉帳服務或抬頭寫『錦綉花園鄉村俱樂部有限公司』或經營 者指定的公司的劃線支票付款。經常外遊公幹的人士可考慮透過認可銀行的自動 轉帳服務清償帳戶的欠款。由於此項安排需時至少一個月,或更長時間,會員有 責任密切留意情況,直至確定自動轉帳服務運作順暢。會員須支付因自動轉帳戶 口的金額不足而徵收的任何費用,屆時須以現金/支票立即清償欠款;
- v) 會員須於收到月結單後盡快核對清楚。除非會員於收到月結單後十四天內以書 面通知俱樂部錯誤之處,否則視該月結單為正確;
- vi) 會員須確保月結單上的通訊地址無誤。如果會員於月結單發出期過後仍未收到 月結單,應聯絡俱樂部要求補發副本。俱樂部不接納以未收到月結單作延遲付 款的理由:
- vii) 如欠款逾三個月仍未清償,俱樂部有權取消該會籍,該會員仍須負責清償欠俱 樂部的款項:
- viii) 會員須向俱樂部、經營者、經營者就這方面指定作其代理的公司,或獲經營者 轉讓其追討於經營者帳戶所示欠款之合法權益的該等公司支付因追討會員欠款 所衍生的所有費用,包括法律程序、委託追收欠款的代理費用:
- ix) 任何超過港幣壹萬元的交易,須以現金或信用卡付款。俱樂部保留權利不時調整金額;
- x) 有關月結單的查詢須由會員向俱樂部提出。如欲索取簽帳副本,可向會員收取 影印費。如查詢超過一個月但少過三個月的簽帳交易,可向會員收取行政費。 查詢超過三個月的簽帳交易不被接納。

#### 3.2 年終賞金

- (a) 俱樂部沒有為轄下的餐廳及其他設施收取任何服務費,故此於每年年終向會員徵集年 終賞金,金額相等於當時的月費。
- (b) 徵集年終賞金乃仿傚本港其他類似的俱樂部的一貫做法,讓會員藉以表達其對俱樂部 職員過去一年服務的謝意。
- (c) 會員送贈這筆賞金純屬自願性質, 會員可以書面形式通知俱樂部意欲送贈的金額。
- 4. 俱樂部設施
- 4.1 俱樂部會所
  - (a) 會員必須於進入俱樂部會所範圍時按俱樂部職員要求查看時出示會員証。
  - (b) 俱樂部可要求會員証持有人於進入某康體設施或俱樂部指定的任何範圍時,使用會員 証作進出管制証之用。
  - (c) 會員及其賓客不可透過餐飲區範圍或俱樂部的其他範圍進入康體區,只可透過俱樂部 指定的入口處進場。

- (d) 俱樂部可要求使用某設施的會員証持有人及其賓客,穿戴一些作識別身份類別的顯著 證明。如有此要求,會員証持有人及其賓客須遵守。
- (e) 食物只限於餐廳、花園遊廊或指定的游泳池畔範圍享用 (在非靠近泳池周邊範圍)。
- (f) 除為幼童特備的食物或獲俱樂部特別批准外,嚴禁自攜食物或飲品於俱樂部會所範圍 內享用。
- (a) 嚴禁未滿十八歲人士於俱樂部會所範圍內飲用酒精類飲品。
- (h) 俱樂部會所範圍內嚴禁吸煙。
- (i) 成人會員証持有人付指定的收費可租用場地作會議或文娛用途。俱樂部可全權酌情拒 絕任何預訂,並在預訂時收取按金。一旦取消預訂,該按金將被沒收。
- (j) 對於俱樂部會所範圍內任何個人財物的損失或損毀,俱樂部一概不負責任。如果拾獲 任何遺留於俱樂部的非易腐壞物品,俱樂部將保留最長一個月,過後沒有人認領的將 作棄實論,並由俱樂部全權酌情處理。
- 4.2 餐飲設施
  - (a) 俱樂部會所範圍內所有餐廳嚴禁吸煙。用膳者須嚴格遵守『香港特別行政區政府』不時頒佈的規例和規定。
  - (b) 酒精類飲品只限售予十八歲或以上人士。俱樂部保留權利,拒絕供應酒精類飲品給年 齡存有懷疑的個別人士。
  - (c) i) 會員須預訂餐廳或貴賓房舉行宴會之用,可查詢預訂費及最低消費額。成 人會員証持有人付規定的收費和預訂費(如適用)可租用宴會廳舉行宴會或 聚會,於預訂確定時支付按金。俱樂部可全權酌情拒絕任何預訂,並自行決 定收取多少按金;
    - ii) 如果於聚會舉行前十四個工作天取消,俱樂部保留收取按金百分之四十作算定損害 賠償的權利:於聚會舉行前少於四十八小時取消,俱樂部保留收取服務費百分之 八十作算定損害賠償的權利,俱樂部有權將按金清償該應付金額或其中一部分。
  - (d) 一旦取消任何已預先安排的特別聚會,不論是否在俱樂部會所範圍內或外部舉行,在任何情況下,俱樂部將不會退還預訂費(如適用),及沒收該筆預訂費作算定損害賠償。
  - (e) 俱樂部的各餐廳可接受會員透過電話或親身登記預訂,俱樂部可不時決定何類時段不 設預訂。會員証持有人須於訂座時間十五分鐘內到達該餐廳。如果預訂者沒有露面, 俱樂部保留權利,可以把留座的位置招待其他會員証持有人。俱樂部也可以保留權 利,要求會員親身登記預訂。
- 4.3 花園遊廊
  - (a) 草坪範圍屬俱樂部的康體設施,會員証持有人只可透過康體區域入口進入該範圍。
  - (b) 遊廊是室外場所,不設康體設施。會員証持有人不可從草坪直接進入該範圍,只可從 西餐廳進入。
  - (c) 如果有私人聚會進行,草坪範圍可連接花園遊廊並只供該聚會使用。會員証持有人須 使用湖邊的小徑往室外兒童遊樂場及其他康體設施。
  - (d) 室外兒童遊樂場遠處之花園角落,內有鞦韆椅,環境優靜,專為長者會員証持有人而

設。在該範圍的兒童須有成人悉心照顧,防止他們對俱樂部的其他使用者、接壞或鄰 近處所的屋主或住戶造成滋擾或煩擾。

- (e) 會員証持有人須留意以下各項:
  - i) 不准在花園內飲食或吸煙:
  - ii) 嚴禁在花園內放風箏、玩模型飛機、模型車或其他電動設備;
  - iii) 避免製造噪音或作出騷擾,或避免一些行為對俱樂部的其他使用者、接壞或鄰 近處所的屋主或住戶造成滋擾或煩擾。
- (f) 會員証持有人及賓客須為花園盆栽、器材及/或設施的任何損壞負責及悉數賠償。
- (g) 俱樂部保留權利,可在沒有事先通知下,因清潔、保養維修或其他緊急事故的理由關 閉花園。
- (h) 俱樂部保留權利,可在沒有事先通知下,調整開放時間。
- 4.4 更衣室及儲物櫃
  - (a) 身高逾一米兒童,不准進入異性更衣室。
  - (b) 更衣室內,不准飲食,飲用清水除外。
  - (c) 嚴禁任何患有傳染病的人士使用更衣室。
  - (d) 更衣室內,嚴禁進行濺潑、追逐或吵鬧的活動。
  - (e) 更衣室內,嚴禁使用拍照或錄像的器材 (包括相機、錄像機及備有拍照或錄像功能的 手提電話)。
  - (f) 日借/年租儲物櫃的鑰匙可於康體部櫃台索取,惟供應視乎情況而定。日借儲物櫃服務免收費,年租服務則按俱樂部酌情決定的收費租用。日借儲物櫃的鑰匙必須即日交還予康體部櫃台,並確保櫃內已清理妥當。沒有清理妥當及遺失鑰匙的會員均會被徵收額外費用。進入更衣室之未滿十二歲兒童須由成人看管,包括使用儲物櫃鑰匙。 十二歲或以上兒童可單獨進入泳池範圍及豪取儲物櫃鑰匙。任何未有即日取回而遺留於日借儲物櫃內的物品,俱樂部保留把該物品作失物處理的權利。俱樂部對任何存放在儲物櫃之物品的損失,一概不負責任。嚴禁於儲物櫃內存放危險、非法或違禁物品。如認為有需要,俱樂部保留開啟及檢查任何儲物櫃的權利。
  - (g) 桑拿、蒸氣浴或水力按摩池的範圍:
    - i) 所有使用者使用設施前,必須淋浴;
    - ii) 未滿十六歲人士不准進入;
    - iii) 嚴禁飲食;
    - iv) 頭髮長度及肩或逾肩者應於進入設施前戴上浴帽;
    - v) 患心臟病、傳染病、高血壓或飲用酒精類飲品後人士不得進入;
    - vi) 嚴禁攜帶讀物、任何電子器材或易燃物品進入設施範圍;
    - vii) 嚴禁於設施範圍內進行染髮、香薰油、面膜、髮臘、任何燒脂化學品 / 保鮮膜 等美容護理等;
    - viii) 設施範圍內,嚴禁穿著衣服;
    - ix) 桑拿室內嚴禁烘乾衣服和毛巾。

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- 4.5 游泳池
  - (a) 進入康體設施前(包括游泳池) · 必須使用會員証及按康體部櫃台職員的要求出示會員証。
  - (b) 未滿十二歲兒童必須有成人看管,方可進入泳池範圍。該成人應時刻照顧同行的兒童。
  - (c) 嚴禁於靠近泳池周邊範圍吸煙、飲食 (飲用清水除外) 或吐痰。
  - (d) 所有泳客必須淋浴及經過濯足池,方可進入泳池。任何曾使用防曬膏/露或水溶性防 曬用品的人士必須先用肥皂淋浴,方可進入泳池。
  - (e) 非泳客 (沒有穿著泳衣的父母 / 成人) 必須穿著拖鞋或涼鞋,與池邊保持最少三呎距離。
  - (f) 頭髮長度及或逾肩者必須配戴泳帽。
  - (g) 除輔助游泳用品外,不得使用其他物品,除非俱樂部事先批准及舉行的特別活動,否 則不可攜帶大型充氣玩具及物品入泳池範圍。
  - (h) 除非俱樂部事先批准及舉行的特別活動,否則不可使用私人立體聲器材或音樂器材。
  - (i) 游泳初學者或非泳客應限於泳池的淺水區域活動。
  - (i) 嚴禁攜帶玻璃及其他可砸碎的物品進入泳池範圍。泳池範圍只限使用塑膠泳鏡或眼鏡。
  - (k) 嚴禁穿著尿片的兒童進入泳池。
  - (I) 不可在泳池內或周圍進行推撞或追逐的活動。
  - (m) 嚴禁在泳池範圍跳水或奔跑。
  - (n) 每名成人每次不可攜帶多於兩名未滿十二歲兒童進入泳池範圍。
  - (o) 池邊只限穿著拖鞋或涼鞋。
  - (p) 除非獲俱樂部認可教練的指導或俱樂部的事先批准外,否則嚴禁使用任何潛水用具, 如面罩或蛙鞋等。
  - (q) 除非獲俱樂部的事先批准,否則嚴禁在泳池進行私人教授泳課。
  - (r) 嚴禁在泳池範圍使用拍照或錄像的器材 (包括相機、錄像機及備有拍照或錄像功能的 手提電話)。
  - (s) 嚴禁任何患有傳染病的人士使用泳池。任何污染泳池設施的會員証持有人或其賓客均可被罰款港幣壹萬元正,在無損任何因此等行為引致的責任情況下,有關會員可被開除會籍。
  - (t) 泳池的工作人員或當值救生員有權勒令任何滋擾或危害他人安全的人士離開泳池範圍。
  - (u) 俱樂部有權於泳池達最高使用限額後,懸掛『滿』字的指示牌,並實施入場人次限制。
  - (v) 泳池可因進行清潔、保養、維修、惡劣天氣、意外、緊急情況或舉行特別活動暫時關 閉設施,停止使用。
- 4.6 球類活動
  - (a) 網球場、室外羽毛球場、籃球場、壁球場、乒乓球室、桌球室,高爾夫球練習場:
    - i) 使用者只限使用獲編配的球場 / 球枱;
    - ii) 嚴禁進食,飲水則可。嚴禁於球場範圍或其外圍吸煙;
    - iii) 輪候者應提醒球場 / 球枱使用者時限已到;

- iv) 不得替其他使用者輪候場地;
- v) 使用者應避免發出噪音或作出影響其他使用者享用設施的舉動;
- vi) 進行網球、壁球、羽毛球、籃球及高爾夫球活動時,須穿著適當的運動服。嚴 禁穿著長褲(進行熱身時穿的運動套裝褲除外)、百慕達式短褲、短牛仔褲或背 心式上衣;
- vii) 使用者必須移走可損壞場地表面的石粒或其他物件,並確保已穿著清潔和核准 類型的球鞋;
- viii) 所有會員証持有人均可預訂場地。同一會籍成員於同日不可預訂同一場地超過
   兩節及/或連續預訂;
- ix) 預訂場地的人士必須是其中一名使用者。會員証持有人必須於使用前辦妥攜行 賓客入場費(如適用)的簽帳;
- 會員可致電或親身到康體部預訂租用場地,預訂期七天為限。如有需要,俱樂
   部可作出特別安排,以舉行由俱樂部舉辦的訓練、比賽、聯賽或其他俱樂部認
   為合適的活動;
- xi) 任何人士於預訂時間開始後十分鐘仍未向康體部櫃台報到,其場地將會被分配 給另一位輪候者,毋須另行通知。不論是否有輪候者使用了該場地,原先預訂 租用場地的會員仍須付『缺席費』;
- xii) 取消預訂租用場地的人士須給予最少二十四小時通知(即日預訂租用者則給予 兩小時通知)·否則,有關會員証持有人仍須付『缺席費』;
- xiii) 所有向康體部櫃台借用的體育器材必須完整無缺歸還。如有損壞,必須即時通 知康體部櫃台。借用者須為損壞的或未有歸還的器材作出賠償;
- xiv) 俱樂部職員有權要求任何其認為違反會員守則或章程的使用者或觀眾離開球室 / 球場 / 球枱:
- xv) 於場地濕滑期間,俱樂部將關閉所有硬地球場,直至地面乾透才重開。俱樂部建 議使用者於雨天情況下,於預訂時間半小時前致電康體部櫃台查詢場地的情況;
- xvi) 設施如有損壞,俱樂部將有關賠償記入有關會員証持有人的帳戶。
- (b) 網球場方面:
  - i) 使用者須為七歲或以上:
  - ii) 使用者必須依照前往球場的路徑指示牌,從適當的閘口進入球場;
  - iii) 使用者應攜帶有效的會員証作控制進出管制証之用:
  - iv) 嚴禁跨越球網或於網柱上懸掛任何物品;
  - v) 除非獲俱樂部事先批准作出特別安排,否則觀眾不可逗留在場內;
  - vi) 泛光燈只於黃昏時段在使用的球場開啟:
  - vii) 俱樂部安排某些網球場於星期六、星期日、公眾假期及任何其他預留日期作訓 練用途,其餘的場地可供會員証持有人預訂。
- (c) 壁球場方面:
  - i) 使用者須為七歲或以上:

- ii) 壁球拍必須裹上防刮牆保護帶;
- iii) 除非獲俱樂部事先批准,否則每個球室不可多於兩人同時使用;
- iv) 觀眾不可逗留在場內;
- v) 壁球場可作多用途遊戲室,俱樂部可隨時改變場地用途,毋須事先通知。
- (d) 乒乓球室方面:
  - i) 使用者須為七歲或以上:
  - ii) 不可坐在球枱或倚傍球枱;
  - iii) 不可追逐或以乒乓球擊打牆壁;
  - iv) 乒乓球室可作多用途遊戲室,俱樂部可隨時改變場地用途,毋須事先通知;
  - v) 每張球枱不可多於四人同時使用。
- (e) 桌球室方面:
  - i) 使用者須為十六歲或以上:
  - ii) 使用者須穿著合宜,避免穿戴任何可刮損球枱表面的沉重釦子或金屬物體(如 袖扣或飾鈕)。球室內不可赤腳或穿著拖鞋;
  - iii) 每張球枱不可多於四人同時使用:
  - iv) 預訂使用的會員証持有人須為球枱及枱身絨布的任何損壞負責,俱樂部把所需 的物料費和人工費記入有關會員証持有人的帳戶;
  - v) 使用者可於康體部櫃台借用球棍連全套桌球,並須於使用完畢後隨即交還康體 部櫃台。如有損壞或遺失,俱樂部將有關賠償記入有關會員証持有人的帳戶。
- (f) 高爾夫球練習場:
  - j) 因安全理由,沒有成人看管的十二歲以下兒童不可使用高爾夫球練習場;
  - ii) 除非獲俱樂部事先批准,否則每條球道不可多於一人同時使用;
  - iii) 觀眾不可逗留在發球區。
- 4.7 其他設施
  - (a) 健身中心、健美室、文娱室、兒童遊戲室、室外兒童遊樂場、閱覽室、女士美容室、網 球場觀眾席:
    - i) 兒童須時刻由成人陪同及看管,並對其安全負上全部責任;
    - ii) 嚴禁飲食 (飲用清水除外) 及吸煙;
    - iii) 請保持設施衛生及整潔;
    - iv) 使用後的所有枱、椅及其他器材,請放回原位;
    - v) 使用者須避免作出滋擾或影響其他人享用設施的舉動;
    - wi) 嚴禁私人聚會或商業活動(例如:私人派對、銷售、推銷、金錢交易的活動或其他 俱樂部認為屬商業性質的活動):
    - vii) 嚴禁危險或非法活動;
    - viii) 設施如有損壞,俱樂部將有關賠償記入有關會員証持有人的帳戶。

- (b) 健身中心方面:
  - i) 使用者須為十六歲或以上;在任何情況下,未滿十六歲人士不可進入;
  - ii) 所有使用者應先諮詢他們的家庭醫生,才使用器材或做劇烈運動;
  - iii) 進入健身中心的使用者表示他 / 她適合使用該設施,使用健身中心的人士自行 承擔風險:
  - iv) 健身中心的使用者須遵守職員給予有關恰當及安全使用器材的指示;
  - v) 使用者必須穿著合適的衣履,避免衣物上有任何可損壞器材的飾鈕、扣子或凸 出部分。嚴禁穿著平底人字拖鞋、淺口便鞋、皮鞋、長褲或牛仔褲;
  - vi) 使用者應抹乾所有曾使用的器材,並放回原位;
  - vii) 嚴禁旁觀者進入健身中心;
  - viii) 當所有器材全被使用時,俱樂部有權限制任何人進入;
  - ix) 俱樂部有權將健身中心的使用劃分為『男士』或『女士』專用時段。
- (c) 健美室 / 文娛室方面:
  - i) 七歲或以下的兒童須由一名成人陪同下或正接受俱樂部核准的導師授課,方可 進場;
  - ii) 所有使用者必須穿著合宜、清潔和核准類型的鞋;
  - iii) 如果俱樂部認為對使用者構成滋擾,旁觀者不得進場或在室內四周徘徊:
  - iv) 使用者必須於課堂前到康體部櫃台報到;
  - v) 俱樂部可全權酌情更改健美室/文娛室的用途或取消既定舉行的活動,毋須另 行通知。
- (d) 兒童遊戲室方面:
  - i) 五歲以下或身高少於一點二米的兒童可使用這遊戲室的設施;
  - ii) 進入遊戲區前,須脱去鞋子,應穿上襪子以確保衞生;
  - iii) 進入軟墊爬行區前,須脱去襪子。爬行牆劃分四面,每次只准一名兒童爬行一面牆,使用者必須有成人陪同照顧;
  - iv) 使用電腦只限每次一人,半小時為限。
- (e) 室外兒童遊樂室方面:
  - i) 只准兩歲至十二歲的兒童使用多種玩法的組合玩具;
  - ii) 嚴禁進行球類遊戲、滾軸溜冰或其他未經許可的遊戲。
- (f) 閲覽室方面:
  - i) 使用者須為七歲或以上:
  - ii) 使用電腦只限每次一人,半小時為限;
  - iii) 使用者應保持安靜;
  - iv) 俱樂部對使用者瀏覽網頁的行為,一概不負責任。
- (g) 女士美容室方面:
  - i) 使用者須致電或親身到康體部櫃台預約服務;

- ii) 服務對象只限女賓:
- iii) 使用者於預約時間十五分鐘後仍未出現,俱樂部可將取消預約費記入會員証持 有人的帳戶。

#### 4.8 文娱活動及訓練課程

- (a) 俱樂部的文娛活動包括旅行、一天遊、遊覽、參觀等,而訓練課程包括網球、壁球、 游泳、跆拳道、健康舞、兒童繪畫等,及俱樂部全權酌情不時開辦的其他課程。在俱 樂部會所內進行的康體訓練由其認可的導師負責,參加條件及時間由俱樂部自行決 定。
- (b) 參加文娛活動或訓練課程的人士必須遵守以下規則:
  - i) 俱樂部一旦接受會員証持有人參加個別活動或課程的申請,將會從有關會員的 帳戶悉數扣除該活動或課程的所需費用。如果會員証持有人自行取消申請或停 止出席該活動或課程,將不獲任何退款;
  - ii) 會員証持有人可邀請賓客參加某些俱樂部批准的活動或課程,賓客數目不時由 俱樂部全權酌情決定;
  - iii) 俱樂部對於會員証持有人及賓客在活動或課程中遭遇任何受傷或意外,一概不 負責任;
  - iv) 會員証持有人及賓客必須遵守有關活動或課程的規則和指示,任何違反者可被 勒令退出該活動或課程,並不獲退還或賠償該活動或課程的餘款;
  - v) 如俱樂部認為有需要,有權修改、取消或結束任何文娱活動或訓練課程,毋須 事先通知。
- 4.9 俱樂部內使用無線上網服務 (WI-FI)
  - (a) 任何在經營者指定的俱樂部某些範圍內使用無線上網服務(WI-FI)(『該服務』)的人 士,會受到經營者不時訂下及張貼於俱樂部有關地點的服務條款和條件約束,及須遵 守有關條款和條件(『條款』)。
  - (b) 使用該服務的人士被確實地視為已於使用前閱讀有關條款及確認所有條款。
  - (c) 如果使用該服務或因該服務暫停而造成任何損失及損害,經營者或俱樂部對任何人士 一概不負責任。如果使用者因使用該服務或與其有關的一切造成任何損失及損害,使 用者須全數彌補經營者及俱樂部可能蒙受的損失。
- 5. 泊車
- 5.1 泊車設施
  - (a) 於適當情況下,會員可於紅荷路停車場享用由經營者所訂的免費泊車優惠,此待遇只 適用於親臨俱樂部會所的會員証持有人及其可清楚識別的已登記車輛。此免費優惠泊 車的制度由經營者透過停車証、月票、停車咭或任何其他合適的方法實行。任何濫用 此制度的會員証持有人將喪失免費泊車的權利。
  - (b) 當會員証持有人在俱樂部使用設施時,其使用的車輛可停泊於紅荷路停車場。使用泊 車設施的人士須遵守俱樂部與紅荷路停車場擁有人之間所訂的條款及條件。

- (c) 如發現在俱樂部會所範圍之貼上合資格泊車証的車輛屬於不在俱樂部使用設施的會員 証持有人,該部車可被拖走,有關費用記入有關會員的帳戶。
- (d) 任何未得經營者批准而停泊於俱樂部會所範圍的車輛,均會被鎖上或拖走,車主須以 現金支付有關罰款和一切費用。
- (e)所有車輛包括電單車、單車、三輪車等必須停泊於由會所指定的停泊處。任何違反規 定的車輛均會被鎖上、強行拉走或拖走,車主須支付有關罰款和一切費用。
- (f) 所有車輛包括電單車、單車、三輪車等必須每晚離開指定的停泊處。任何違反規定的 車輛均會被鎖上、強行拉走或拖走,車主須支付有關罰款和一切費用。
- (g)對於任何車輛包括電單車、單車、三輪車等停泊於紅荷路停車場或俱樂部會所範圍內 所遭遇的失竊或損壞,俱樂部與紅荷路有蓋停車場擁有人一概不負責任。停泊在指定 的停泊處外的車輛會在沒有預先通知的情況下被拖走。
- (h) 對紅荷路停車場的任何設施造成任何損壞的會員証持有人或其賓客須賠償紅荷路停車 場擁有人。
- (i) 俱樂部與紅荷路停車場擁有人有權要求會員証持有人或其賓客使用會員証,作進出停 車場及記錄收費之用(如有需要)。
- (j) 會員証持有人須遵守屋苑守則及紅荷路停車場擁有人所訂的停車場守則。
- (k) 俱樂部與紅荷路停車場擁有人有權要求賓客及訪客以八達通咭支付泊車費及其他費用。
- (I) 只有由殘障人士駕駛之貼上合資格俱樂部泊車証及由『香港特別行政區政府』簽發殘障 人士泊車許可證的車輛,方可使用俱樂部指定位於俱樂部會所內的殘障人士停泊位。
- 5.2 泊車証
  - (a) 每名會員可為個人或他 / 她的直系附屬申請最多兩張泊車証,惟須俱樂部批准。申請 人在提出申請時須提交出生證明書或有效的親屬關係文件的正本。
  - (b) 泊車証只限發予高度低於一點九米,並擁有以會員或其附屬名義登記之有效車輛 登記文件的車輛。會員須於簽發泊車証車輛辦理過戶登記後立即以書面通知俱樂 部。
  - (c) 會員須呈交所有俱樂部要求之文件作申請泊車証之用。在認為必要時,俱樂部可不退 還文件副本給該會員。
  - (d) 如果會員獲授權使用公司車輛,他/她必須出示由公司董事或任何授權人士所簽署以 公司信箋發出的有效授權信,並由公司蓋章,以證明會員獲授權使用該車輛。
  - (e) 會員申請轉名或終止會籍時必須退還所有泊車証給俱樂部,否則,有關泊車証將作遺 失論。如果會員遺失、未能退還或損毀泊車証,會被徵收指定的費用,而俱樂部可隨 時調整金額,毋須另行通知。
  - (f) 俱樂部簽發的泊車証乃俱樂部的財物,純為俱樂部會員及在俱樂部登記之會員車輛之 用,不可轉讓。會員的賓客不可使用簽發給會員的泊車証。
  - (g) 嚴禁以任何方式複製泊車証,一經發現,有關會員可能被罰款或開除會籍。
  - (h) 如會員被俱樂部認為違反會員守則或章程,或俱樂部認為適當的情況下,俱樂部保留 不簽發泊車証給他/她或取消任何已簽發給他/她的泊車証的權利。

# 6. 性命傷亡 / 財物損失或損毀

- (a) 對於會員、被提名人、附屬、賓客或訪客於俱樂部會所範圍遭遇任何個人財物,包括 貴重物品和財物損毀或失竊,不論有關物品是否放置於公眾地方或作儲物用途的儲物 櫃內,或會員証持有人委託俱樂部職員看管的任何個人財物,經營者一概不負責任。
- (b) 經營者不會為任何身處俱樂部會所或其鄰近範圍人士遭遇的人身損傷負上任何 責任。
- (c) 任何人士在俱樂部會所範圍內的任何部份遇上任何種類的事故,或因俱樂部範圍內所 作行為引致在俱樂部範圍外之事故,而導致任何性命傷亡/財物損失,該人士須儘快 通知俱樂部,不論該傷亡/損毀是否會引起任何索償。
- (d) 任何會員須為本人、其被提名人、其帳戶下的附屬、賓客、任何年齡的兒童或攜行的 訪客所引致的任何遺失或損毀,對俱樂部負上賠償責任,不論是否已為該兒童或訪客 支付賓客入場費。

#### 7. 豁免及詮釋

- (a) 經營者保留可酌情決定豁免執行會員守則及章程的權利。
- (b) 經營者對俱樂部會員守則及章程擁有最終詮釋權。
- (c) 對俱樂部會員守則及章程細則尚未處理的事宜皆由經營者作決定,而該等裁定為最終 之決定。
- (d) 根據章程第二十六條,經營者可隨時更改,增補或撤銷會員守則的規定。
- (e) 俱樂部會所的開放時間、月費或其他收費和費用詳情可於俱樂部內的指定地點查閱。
- (f) 會員守則以英文版為準,中文譯本只作參考之用。
- (g) 在本會員守則中,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。

