

THE CLEARWATER BAY GOLF & COUNTRY CLUB

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THE CLEARWATER BAY GOLF & COUNTRY CLUB

These Bye-Laws were approved at a meeting of the General Committee on Sunday, 28th June, 1998.

Herbert WONG
Chairman

PART 1
THE CLEARWATER BAY GOLF & COUNTRY CLUB
BYE-LAWS
GENERAL

1. AUTHORITY

These Bye-Laws are made by the General Committee pursuant to the Articles and in exercise of the powers conferred by the Memorandum and Articles of Association ("The Articles") of The Clearwater Bay Golf & Country Club ("The Club"). These Bye-Laws may be added to, replaced, altered or repealed in part or in their entirety from time to time at the discretion of the General Committee and may in any event be set aside by a resolution of a General Meeting of the Club and from the date hereof all previous Bye-Laws are hereby cancelled.

2. INTERPRETATION & DEFINITIONS

- a) In addition to the definitions contained in The Club's Memorandum & Articles of Association, the following shall be applicable to these Bye-Laws unless any Bye-Laws specifically express to the contrary.

"Berth-holders" - mean the Marina Members or nominated individuals of Company Marina Members who enter into Berthing Agreements with the Club;

"Berthing Agreements" - means the agreements entered into between the Club and Berth-holders whereby licenses to use berths or drystack within the Marina Complex are granted by the Club;

"General Committee" - means the General Committee of the Club for the time being;

"Local Guest" - means a resident who is introduced to any facilities of the Club as the Guest of a Member;

"Overseas Guest" - means a non-resident who is introduced to any facilities of the Club as the Guest of a Member;

"Main Club House" - means such parts of the main building as may be provided for the use of Member;

"Management" - means the Club together with any other person or company authorized by the General Committee to manage or operate the Club facilities and services;

"Golf Annexe" - means the building where are situated the changing room facilities, bars, lounges, dining and pro shop;

"Marina Complex" - means the area of the Club where are situated the Marina facilities including the berthing area and marina basin and access road;

"Members' Council" - means the Members' Council of the Club for the time being;

"Non Resident" - means any person who is not a Resident;

"Reciprocal Club" - means any club with which the Club enjoys reciprocal privileges;

"Resident" - means any person who lives or stays in Hong Kong for three consecutive months or longer or for a number of periods comprising, in aggregate, three months in any twelve months;

"Sub-Committee" - means any Sub-committee set up by the General Committee to co-ordinate an activity;

“Local Visitor” - means a resident who is not a Member and visits the Club without introduction by a Member for the purposes of using any of the Club facilities.

“Overseas Visitor” - means a non-resident who is not a Member and visits the Club without introduction by a Member for the purposes of using any of the Club facilities.

- b) The Articles and Bye-Laws shall together form the "Rules of the Club".
- c) At the discretion of the General Committee, a Chinese translation of some or all of the Rules of the Club may be prepared and published. In the event of any real or apparent conflict arising between the English and Chinese version of a Rule, the meaning of the English version shall prevail.

3. MEMBERSHIP

The Membership of the Club is as classified and as described in the Articles.

4. ADMISSION OF MEMBERS

The procedures for the Admission of Members are contained in the Articles.

- a) The name and a current photo of every candidate (together with proposer and seconder, if appropriate) for any category of membership, shall be displayed on the Club's notice board for a period of no less than 14 days before such candidate's application will be considered by the appropriate Sub-committee and General Committee.
- b) If any Member has any objection to the admission of any candidate for membership, he must give written notice of his objection with details of the reason thereof to the General Manager or the Club Chairman not later than 7 days before the removal of the candidate's name from the Club's notice board. The objections shall be tabled at the next meeting of the appropriate Sub-committee for the decision of the General Committee. The decision of the General Committee in relation to the admission or otherwise of the candidate shall be final.

5. SUBSCRIPTIONS, FEES AND CHARGES

- a) Subscriptions payable by all classes of Members and fees payable by Guests and Visitors shall be such sums as may be from time to time determined by the General Committee thinks fit.
- b) Subscriptions shall be payable monthly in advance.
- c) The rules governing changes in the level of subscriptions are as prescribed in the Articles.
- d) The fees chargeable for the use of various facilities are determined by the General Committee and such charges will be communicated to Members.

- e) An Administration fee will be charged to Corporate Members in respect of each change of nominee. Such fee may be adjusted from time to time by the General Committee. The fee may vary between different classes of corporate membership. If a change in nominee occurs within the first year as calculated from the date of commencement of membership or within one year of the last change in nominee a higher fee will be levied. Fees will be adjusted from time to time by the General Committee.
- f) Guests and Visitors cannot purchase cash coupons. Members who introduce Guests are able to purchase coupons for the Guests which are non-refundable and may be utilised to obtain goods and services. The cash coupons are valid only for the specified period and cannot be used to settle members' statement accounts. The minimum number and cost of coupons that can be purchased at any one time will be determined by the General Committee.
- g) Subject as to otherwise provided in these Bye-Laws, other fees of whatever nature for whatever purpose shall be such sum, or sums, as may be determined from time to time by the General Committee and details of such fees may be published in such manner as the General Committee thinks fit.

6. MEMBERS' ACCOUNTS

- a) The rules governing the payment of Members' dues are as prescribed in the Articles.
- b) Each Member shall be responsible for payment of all bills and accounts incurred by him, his Guests and by the Nominees nominated by him or their Guests.
- c) All charges and expenses incurred by a Member, Nominee and their Guests at the Club or for using or enjoying the Club's facilities are payable by the Member concerned. Members, and Nominees must present their Membership Cards and countersign the relevant bills when such charges or expenses are incurred. Unless otherwise provided for in the Bye-Laws, cash payment for such charges or expenses is prohibited.
- d) All accounts and/or payment notices must be settled by a Member within a prescribed period from the date of their presentation, failing which interest shall begin to accrue on all outstanding amounts at the rate referred to in 6(i) and the General Committee may suspend or terminate the Membership of such Member without prejudice to the Club's right to recover any outstanding accounts or payments from the Member. The General Committee may, in its absolute discretion, restore Membership of such Member after all outstanding accounts or payments have been settled and other conditions in respect of suspension have been fulfilled.
- e) A Member or Nominee may be refused entry to the Club and deprived of the right to use or enjoy the Club's facilities for so long as there is any outstanding account or payment due from the Member as the case may be. Further, the Club may publish the name of any delinquent Members in any newsletters, circulars, general notice board or other publications of the Club.

- f) Each Member is held responsible for any cheques or other negotiable instruments issued by him or on his behalf in settlement of any account due to the Club. Furthermore, he is responsible to make good any loss which may be suffered by the Club arising from such cheques or other negotiable instruments. Members are reminded to issue cheques or other negotiable instruments in favour of the Club only.
- g) At any time, upon the approval of General Committee, Members whose credit is in question, e.g. who has been previously suspended / terminated, may be required to pay the Club a sum of money as a refundable deposit against their monthly accounts. The amount of the deposit will be determined by the General Committee.
- h) All new Members and new Nominees shall be required to settle their accounts, monthly subscriptions and other charges due to the Club by autopay or other direct debit system. If new Members and new Nominees refuse to use the autopay, they are required to pay a deposit set by the General Committee. The General Committee shall have the power to refuse membership to any person or disapprove the change of new Nominees if the person does not accept such condition, using autopay or other direct debit system or paying deposit, upon his entry into membership of the Club. In particular, the General Committee may without prejudice to other remedy available to the Club require that any member whose account is not settled promptly, or is otherwise delinquent shall pay his subscription and / or other charges due to the Club by autopay or other direct debit system. A failure to agree to pay subscriptions and other charges by autopay or direct debit system by a Member shall be deemed a serious breach of the Rules of the Club.
- i) If a Member fails to settle his account in the prescribed period, a percentage charge per month of his total bill decided by the General Committee shall be imposed, or a minimum charge of HK\$100, whichever is the higher.

7. ABSENT MEMBERS

An Absent Member may apply for Associate Membership if absent for 6 months or more. The rules governing Absent Membership are as prescribed in the Articles.

8. ASSOCIATE MEMBERS

- a) The rules governing Associate Members are as prescribed in the Articles.
- b) Pursuant to the Articles, eligible Members applying for Associate Membership shall pay a non-refundable administrative fee as may from time to time be determined by the General Committee of the Club at the time of their transfer to Associate Membership. No monthly subscriptions shall be due whilst Associate Members do not use the Club facilities.
- c) Members applying for Associate Membership must have been on the Absentee Members list for a period of at least 6 months and shall furnish proof that he is not ordinarily resident in Hong Kong, such as:

- Immigration Papers,
- Company letter reassigning him overseas,
- Photocopy of Passport showing frequent exits from and entries into Hong Kong,
- And such other proof as the General Committee may require.

All applications shall be made through the General Manager on the appropriate form and will be reviewed by the appropriate Committee on a case by case basis.

- d) All current membership cards and car park labels must be returned and exchanged for an Associate Membership Card.
- e) On return to using the Club facilities, Associate Members shall exchange their Associate Membership Card for their normal Club Membership Card and shall commence to pay the appropriate monthly subscription.

9. COMPANY MEMBERSHIP NOMINEE

- a) The General Committee may issue such Nominee Memberships upon such terms and conditions and at such fee as may be determined by the General Committee.
- b) The nominee shall be liable to pay a monthly subscription and other incurred expenses. In the event of a nominee failing to pay such subscription and charges, the Owner shall be liable therefor.
- c) Each Company Member is responsible for monthly subscription dues and other applicable charges even though the Membership may not have a current nominee utilising Club's facilities.
- d) Attendance of an orientation is compulsory for all new nominees. Failure to attend will result in delay of receiving new membership cards.
- e) The name, photo and basic information of every Nominee shall be displayed on the Club's notice board for a period of no less than 14 days before such Nominee's application will be considered by the appropriate Sub-committee.
- f) The General Committee may, at any time in its absolute discretion, refuse to accept a nomination by the corporate member or require the corporate member to withdraw his existing nomination but, in such circumstances, the Corporate Member shall be entitled to make another nomination in substitution therefor.

10. GUESTS & VISITORS

- a) The Rules governing the introduction of Guests and Visitors to the Club are prescribed in the Articles.
- b) Members introducing Guests will be held responsible for their behaviour and for the observance by their Guests of the Rules and Bye-Laws of the Club. Every such Guest shall be accompanied by the Member introducing him or her.

- c) The General Committee may from time to time, especially during peak periods, restrict the number of Guests / Visitors that a Member can bring to the Club. Details shall be posted on the Club's Notice Boards.
- d) A Visitor shall be required to undertake to comply with any conditions which may be attached to his permit and to observe the Rules of the Club while enjoying its hospitality and its facilities.
- e) No Members shall introduce as a Guest or Visitor any former Member who has been expelled from the Club.
- f) A Member shall be presumed to know whether or not any person introduced as a Guest or Visitor by him is eligible for such introduction in accordance with the Rules of the Club.
- g) Members must accompany their Guests to use the Club facilities at any time and be responsible of their behavior and charges incurred.
- h) All members should sign in all Guests in the appropriate Registration Book at the Main Clubhouse's reception.

11. CONSULAR SERVICE

- a) The Head of each Commission or Consulate, and spouse and dependants, may be granted the use of all Club Facilities upon payment of the appropriate fee for the type of facility they wish to enjoy.
- b) All such payments are non-refundable and the use of the facility shall terminate when the relevant individual ceases to be the Head of such Commission or Consulate.
- c) Anyone who has ceased to enjoy Consular Service privileges (as per paragraph 11b above) may apply to have his privileges reactivated upon payment of the appropriate monthly subscription on behalf of such Commission or Consulate.

12. OPENING AND CLOSING TIMES

- a) The Golf Course shall normally be open from dawn to dusk throughout the year, provided that the General Committee shall have the right to close the course at such times and such periods as in their sole discretion they shall see fit. The Executive Golf Course shall be open at such times as may be prescribed by the appropriate committee.
- b) The facilities of the Club will be open during the hours determined by the appropriate Committee and posted on relevant notice boards.
- c) Meals and refreshments shall only be consumed in the dining rooms or other recognized outlets where such services are provided.
- d) No Member, his Guest or Visitor shall bring on to the Club premises his own food, drink or other refreshments except:

- i) When this is necessary for medicinal purposes; or
- ii) Special food for children

13. VALUABLES

Neither the Club nor the General Committee nor the Members' Council nor their agents shall accept any responsibility for the loss or theft anywhere on or in Club property of any valuables belonging to Members, Guests or Visitors, whether left in communal rooms or in safety deposit boxes which may be provided. No responsibilities shall be accepted for any valuables entrusted to the care of any employee of the Club.

14. MEMBERS' CHILDREN

- a) Members' children under the age of 21 and whose parents' membership is in good standing may use the facilities of the Club subject to and in accordance with the following provisions of this Bye-Law. Members' children aged 21 or over may only be introduced to the Club as Guests and subject to the Bye-Laws relevant to Guests.
- b) Members' children shall not be considered in any way as being Members of the Club, shall have no voice in the management of the Club, shall not propose or second candidates for Membership nor are they permitted to introduce any Guests or Visitors to the Club.
- c) Members' children and other children introduced as Guests of a Member may be permitted to use the facilities of the Club on such days and between such times and on such terms and conditions and in such manner as the General Committee or appropriate Sub-Committee may from time to time authorise and think fit. In no case however will children be entitled to use any facilities which their parent Member or the Member introducing them is not entitled to use at the time by virtue of the capacity and status of his or her membership.
- d) Children under the age of 18 are not permitted to enter bars or other areas as defined by the appropriate Committee from time to time, nor to have or consume alcohol anywhere on the Club's premises.
- e)
 - i) Children under the age of 6 years are not permitted access to any of the Club's golfing facilities including the Golf Annexe.
 - ii) No child of any age, whether accompanied or not, shall be admitted to any of the Club golfing facilities including the Golf Annexe other than for the purpose of playing golf.
 - iii) Members' children aged 6-20 year wishing to play golf at the Executive Nine Golf Course shall be in possession of a Certificate of Competence issued by the Club.
 - iv) Children aged 6-20 years of Golf Members who wish to have access to the Main Golf Course must be registered as Junior Golfers. No child may play golf

on the Main Golf Course until such Registration has been granted by the Golf Sub-Committee.

- v) The issue of Certificates of Competence and Registration as Junior Golfers under the two previous sub-paragraphs is entirely at the discretion of the Golf Sub-Committee and the Club's Golf Director.
- f)
 - i) Members' children under the age of 12 years will be issued with Club identity cards, if requested by the Member, but will not be entitled to book use of any recreation facilities or to sign chits.
 - ii) Members' children aged 12 to 20 will be issued with family member cards, unless the Member notifies the Club that he or she does not wish such cards to be issued to them, and on production of such cards will be entitled and authorised to book use of recreational facilities and to sign chits, subject to these Bye-Laws and to any relevant terms, conditions or regulations issued under them.
 - iii) Members will be responsible for returning to the Club the family membership cards of their children upon their reaching the age of 21.
- g) Members are responsible at all times for the behaviour of their children and of all other children introduced by the Member as Guests, including compliance with any action or decision as referred to in sub-paragraph (h) of this Bye-Law, and for the settlement of all chits and other accounts incurred by their children.
- h) The privileges of any child or of children generally may be changed, reduced, suspended or terminated by the Club at any time, and such action will in any case be expected to be taken, with immediate effect if thought necessary by the Club's management, where the behaviour of children is considered dangerous or prejudicial to the Club's property or to the use and enjoyment of the Club's facilities by its Members and their family members and Guests.

15. CONDUCT AND DUTIES OF MEMBERS

- a) A Member shall behave in accordance with the normal dictates of society and any misconduct or misbehaviour shall be treated as a breach of the Rules of the Club.
- b) No raffles or canvassing of any kind will be allowed within the Club, unless prior approval of the General Committee has first been obtained.
- c) A Member shall not behave in an inconsiderate manner towards other Members or Club employees.
- d) A Member shall not use inappropriate language anywhere within the Club premises or jurisdiction.

- e) A Member shall not throw or deposit refuse on or in any part of the Club's premises except in the receptacles provided for the proper disposal of such refuse.
- f)
 - i) If a Member has grounds for complaint against a fellow-member, such complaint shall be made in writing to the General Manager provided that, in exceptional circumstances calling for immediate action, a verbal complaint may be made.
 - ii) In certain facilities as defined by the General Committee, any Member may assume the role of warden or guardian whose responsibilities will include the maintenance of good order, adherence to the rules and the reporting of infringements to the General Manager.
 - iii) On receipt of a written complaint, the General Manager will in writing inform the defaulter of the matter and give the defaulter the opportunity to reply.
 - iv) All cases which require further consideration will be brought to the attention of the General Committee for decision and action.
- g) A Member who wishes to make a suggestion for improvements of any kind or lodge a complaint about any Club matter may do so in writing directly to the General Manager or to a General Committee Member, or by making an entry in the suggestion form kept for this purpose at the Reception Counter.
- h) **Signing of Chits**
All transactions within the Club must be paid by signing of chits on presentation of a Membership Card or by the use of cash coupons which are obtainable against signed chits from the Reception Desk, but which may only be used by Members at such period as are specified on the coupons.
- i) **Payment of Accounts**
 - i) The account of every Member shall be made up to the end of each calendar month and as soon as possible thereafter be despatched to members.
 - ii) If any Member upon receiving an account considers that there is an error in the account, he should forthwith notify the Club within thirty (30) days after the statement date.
 - iii) Receipts for payment will not be issued unless specifically requested by a Member, but a statement of the amount paid in respect of each account will be shown on the next statement of account sent to a Member.
 - iv) The Club shall be entitled to debit the accounts of Members with one month's Subscription in December of each calendar year as Chinese New Year gratuity for the staff of the Club.

16. GENERAL PROVISIONS WITH REGARD TO MEMBERSHIP

- a) Under the rules of the Club any Member who violates any of the Articles of Association or Bye-Laws of the Club shall have his or her conduct investigated by the General Committee. If the explanation offered by the Member is not considered satisfactory by the General Committee, such Members may be dealt with in accordance with the rules of the Club.

Members are bound to observe all rules, regulations and Bye-Laws for the time being in force.

- b) In the event that a Member is for whatever reason suspended from using the Club's facilities by the General Committee under the Articles his name may be posted upon the Notice Board for the duration of the suspension and during that period his license to enter the Club premises shall be deemed to have been suspended and he will have no standing in the Club. If that Member is found upon any part of the Club premises during the period of suspension, the General Committee may by a majority of three quarters of the votes of the Members present at the General Committee Meeting terminate his membership in accordance with the Articles.

17. REPRIMANDING CLUB EMPLOYEES

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

18. MEMBERSHIP CARDS

Members should carry their membership cards at all times in the Club. Members of the General Committee, Sub-committee and Club staff can require production of membership cards from Members at any reasonable time on request, for the purpose of identification and/or also as may be required to comply with such accounting system or systems which may be introduced by the appropriate Committee in connection with the management of the Club's affairs.

19. CAR PARKING

A Member may park his or her car on Club premises only in an authorized car park and within the area specifically designated for their car(s). There are three different car parking areas and distinctive car park labels for each area:-

- a) A green round car park label for use by Golfing Members for the Golf Annex and Country Club car parks;
- b) A blue triangular car park label for use by Marina Members for the Marina and Country Club car parks; and
- c) A green triangular car park label for use by Country Club Members for use only at the Country Club car park.
- d) Car park labels are strictly for the use of Club Members and are non-transferrable.

A Member may not park their vehicle in a space which is specifically reserved.

20. DRESS

- a) Members and their Guests shall at all times be appropriately dressed when using the main lounges, dining rooms, cardrooms etc. have regard to the time of day and season of the year. The appropriate Committee may stipulate what is considered to be appropriate in respect of attire at specific locations and occasions within the premises of the Club.
- b) Members and Guests taking part in golf and other recreational activities shall be appropriately attired.

21. CLUB TOWELS

A Member, Guest or Visitor in all cases shall not remove any Club towel or towels from the changing rooms for use elsewhere. If a towel is not returned to the place of issue the member may be charged a fee as laid down by the appropriate Committee.

22. PRIVATE FUNCTIONS

- a) A Member, a club or society may apply to the General Manager for permission to hold a private function in any part of the Club premises.
- b) Each such application will be considered on its merits, taking into account the number of guests, the facilities required, and the likely inconvenience to other Members.
- c) A fee of such sum as the General Manager may from time to time determine will be charged for any approved private function.
- d) A non-refundable deposit must be paid on confirmation of a private function.
- e) The General Manager may grant or refuse any such application having regard to the best interest of the Club and its Members; his decision in such matters will be follow the policy of the Club and will therefore be final. No reason for a rejection will be given.

23. PERSONAL DATA (PRIVACY) ORDINANCE

a) The Club's Policy

The Club is committed to implementing the principles and requirements of the Ordinance to safeguard your privacy with respect to personal data.

b) Supply of Personal Data

You are required to supply up-to-date personal data to the Club in connection with applications for Club Membership, use of the Club's facilities and services, opening and maintaining accounts with the Club, and/or matters relating to the Club's core operations and membership. Supply of personal data to the Club is non-obligatory but failure to do so may result in the Club being unable to process your applications or to provide facilities and services to you.

c) Use of Personal Data

Your personal data may be used for the following purposes:-

- i) conducting checks regarding eligibility for membership;
- ii) designing and marketing the Club's facilities, products and services;
- iii) meeting the requirements to make disclosure under the Club's rules or bye-laws relating to the Club's core operations and any law binding on the Club, and
- iv) facilitating communication between you and the Club.

d) Classes of Transferees

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

e) Access to and Correction of Personal Data

Under and in accordance with the provisions of the Ordinance, you are entitled to request for access to personal data held by the Club about you and to correct such data. The Club will charge a reasonable fee for the processing of such requests. You may direct your request in writing to:

Data Privacy Compliance Officer,
Membership Department,
The Clearwater Bay Golf & Country Club
139 Tai Au Mun Road, Clearwater Bay, N T
Hong Kong

24. RECIPROCAL ARRANGEMENTS

- a) Reciprocal arrangements for members with other clubs may be made by the General Committee from time to time.
- b) Details of reciprocal clubs for the time being in force shall be published in the Club's magazine or by other means as the General Committee thinks fit.
- c) Reciprocal arrangements do not usually confer signing rights on a Member when visiting a reciprocal club and the settlement of all accounts with a reciprocal club shall be the sole responsibility of the visiting member. Likewise the Club is not obliged to grant signing rights to a visitor from a reciprocal club.
- d) A Member who intends to use a reciprocal club must obtain an introductory card from the Executive Office.

25. MISCELLANEOUS

a) Damage to and Loss of Property

- i) Any Member, who shall damage, or through carelessness shall lose or destroy Club property shall repair or replace such property at his own cost, and he shall be chargeable for the amount or value of the property. In the case of a guest or visitor, the Member introducing such guest or visitor shall be similarly responsible.
- ii) Subject to the provisions of the laws of Hong Kong, the Club shall not be responsible, nor shall any Member of the General Committee nor the Members' Council or any Sub-Committee or agent of the Club be liable in any capacity, for

any injury, loss or damage to person, vehicle or property suffered by any Member, Visitor, Guest of the Club or other persons on the Club premises or whilst representing the Club in any tournament or competition.

b) Removal of Club Property by a Club Member, Guest or Visitor

No Member, Guest or Visitor may remove any properties from the Club without the appropriate permission from the General Manager.

c) Dogs and Pets

No Member, Guest or Visitor shall bring nor permit to be brought any dog or pet into any part of the Club's premises or any part of the golf course or practice grounds or any part of any Club land adjacent thereto except with the special permission of the appropriate Committee.

d) Smoking

From time to time the appropriate committee may designate certain areas as non-smoking areas.

e) Portable Telephones etc.

No Member, Guest or Visitor shall make use of any portable or cordless telephone or other communication device or sound or video receiving or transmitting apparatus in the Club premises.

f) Gratuities

No member shall give any money or gratuity under any pretext whatsoever to any employee of the Club except with the written consent of the General Manager. All Members are required to pay one additional month's subscription, normally in December each year, in consideration of gratuities to staff. No Member shall solicit or accept any advantages from employee of the Club.

g) Lost and Found Property

All items found must be reported immediately and handed to the Security Section. Found properties if unclaimed after one month, will be handed over to the Police for further handling. All unclaimed property returned from the Police, will be deemed to become the property of the Club free of all rights.

h) Driving Speed Limit within Club Premises

All drivers must observe the speed limit and follow traffic instructions directed by the Club's security staff within the Club's premises.

i) Gambling

No gambling is allowed on Club premises.

PART II
THE CLEARWATER BAY GOLF & COUNTRY CLUB
BYE-LAWS
GOVERNING SPORTS AND RECREATION ACTIVITIES

S1. RULES GOVERNING THE USE OF THE COURTS

a) Opening and Closing Times

The tennis, squash and badminton courts will be open for play at such times as may be determined by the relevant Sub-committee. Details will be posted on the Club's Notice Boards.

b) General

Bookings

All bookings will be recorded in a book maintained for that purpose at the Club's Sports & Recreation Reception in the Main Clubhouse. Bookings may be made by telephone, in person or by fax.

- i) Booking of a court in advance may be made in accordance with the rules and regulations laid down by the relevant Sub-committee.
- ii) Members are requested to give appropriate notice for a booking cancellation. A surcharge will be levied on the Members accounts if no notification is given. The amount levied is under the discretion of the relevant Committee.

Facility Etiquette

- i) Only recognized sports attire is permitted when using sports facilities. The Club reserves the right to have Members or their Guests removed from facilities for disregarding this condition of use.
- ii) Only non-marking shoes and balls are permitted when using the Club's sports & recreation facilities. The equipment and facilities are to be used only for their intended purposes, unless prior permission has been given by the relevant Sub-committee.
- iii) Smoking, eating and drinking are not permitted at any time when using the sports & recreation facilities. These activities should take place only at designated areas.

c) Members' Children

Members' children with silver cards may book any court, except on weekends & public holidays. Children aged 12 and over may play at weekends and public holidays in the following circumstances:

- i) When accompanied by an adult Member who has booked a court, for the purpose of playing games with children.
- ii) When any court is vacant, unaccompanied children may use the court without a booking but must vacate the court if requested to do so by an adult Member.

d) Guests and Visitors

A non resident visitor having been granted access to the facilities of the Club as provided under these Bye-Laws of Part I may play at any time with a Member subject to any conditions laid down by the relevant Committee.

e) Coaching

Only coaching services by the Club's recognised or appointed coaches may be permitted at such times and on such conditions as the General Committee may determine. Details of any coaching services or related conditions shall be displayed on Club Notice Boards for Member's information.

f) Priority

Tournaments, matches, events and activities sanctioned by relevant Sub-committee shall take priority over private games.

g) Tennis Practice Court

The Tennis practice court shall be opened for play at such times as may be determined by the relevant Sub-committee and as indicated by Notice on the Club Notice Board.

S2. RULES GOVERNING THE USE OF THE SWIMMING POOL**a) Opening and Closing Times**

The swimming pool complex will be opened for use at such times as may be determined by the relevant Sub-committee. Details shall be posted on the Club's Notice Boards.

b) Pool Regulations

The use of the swimming pool is restricted to Members, Guests and Visitors.

- i) Members may bring Guests and Visitors to the swimming pool upon the payment of charges as decided upon by the relevant Sub-Committee.
- ii) In order to ensure that the majority of the Members of the Club shall have unrestricted access to the swimming pool, the relevant Sub-committee may (during peak-periods) limit the number of Guests/Visitors that can be brought in by a Member on Saturdays, Sundays and Public Holidays. Details shall be posted on the Club's Notice Boards.
- iii) Persons using the pool must remove footwear and go through the foot bath before entering the pool area and use showers each time before entering the pool.
- iv) No fins, snorkels, masks or surfboards are permitted. However, when a Member is participating in a Club organized event the General Manager may waive this restriction. Rubber rings or floatation aids may be worn in the roped off children's area at the shallow end of the pool.
- v) No pushing or running is allowed around the pool.
- vi) Food or drink of any description may only be consumed in the Pool surround as determined by the relevant Sub-committee. All food and drinks must be purchased on the Club premises.
- vii) No dressing or undressing is allowed around the pool. No Member or Guest shall dress or undress a baby or young child other than in the appropriate changing rooms. No pushchairs or prams permitted around the pool.
- viii) In the interests of pool maintenance and general hygiene Members whose hair comes below the nape of the neck should tie it back.
- ix) Those who dive from the side of the pool do so at their own risk.
- x) Persons suffering from any skin disorders or contagious diseases are not permitted to enter the pool.

- xi) Spitting anywhere within the swimming pool complex is strictly forbidden.
- xii) Membership cards must be available for inspection on entering the pool area. Failure to produce membership cards may result in entry to the pool area being denied. Should any dispute arise as to the eligibility of persons to enter the swimming pool area, the General Manager or in his absence, the Sports & Recreation Manager, the lifeguard, or Members of the swimming Sub-committee will arbitrate.
- xiii) Members are asked to make sure that they, their children and their Guests are fully conversant with these rules (copies are posted throughout the Club and held by the pool staff).
- xiv) Domestic servants and maids are not permitted in the swimming pool complex. Children are only allowed in the swimming pool area and to swim when a parent is in attendance. Under no circumstance may children be left unattended in the pool area.

c) Lifeguards

- i) The lifeguards are empowered to enforce the rules relating to the use of the swimming pool and the swimming pool complex and they will report to the General Manager any disregard of any legitimate instructions they may give to Members, Guests or Visitors.
- ii) Members are particularly requested to cooperate with the lifeguards.

S3. RULES GOVERNING THE USE OF THE HEALTH CENTRE

a) Opening and Closing Times

The Health Centre will be opened to Members, Guests and Visitors at such times as the relevant Sub- committee may determine. Details shall be posted on the Club's Notice Boards.

b) Equipment

Members, Guests and Visitors using the equipment do so at their own risk. The Club will endeavour to provide instruction on the use of the equipment either orally or by making available illustrated diagrams.

c) Sauna/Steam Bath

The saunas/steam bath provided are capable of heat regulation to suit the requirements of users. Members are advised not to use these facilities on their own.

d) Jacuzzi

The Jacuzzi facilities are available at the times and under the conditions determined by the relevant sub-committee and as posted on the Club Notice Boards.

e) Guests and Visitors

Guests and Visitors may make use of the Health Centre subject to such conditions as the General Manager may impose.

f) Members' Children

Children under the age of 16 are not permitted to enter the Health Centre at any time unless undergoing organised or approved instruction under a qualified teacher.

S4. RULES GOVERNING THE USE OF ALL CHILDRENS' FACILITIES

The children's recreation facilities and playgrounds are intended for the exclusive use of Members', Guests' and Visitors' children. These facilities provided are for the enjoyment of children, who must use these facilities in a proper manner. Any damage to the facilities provided will have to be paid for by the user at that time, however caused. These facilities will be opened at such times as laid down by the relevant Sub-committee.

S5. FISHING

Fishing is not permitted within any part of the Club premises.

S6. LOCKER RENTAL

Personal lockers are available for hire at the Main Clubhouse on an annual basis. The lockers may be hired at any time throughout the year and are let on a pro-rata system. Loss of locker key should be reported to the Sports & Recreation Department immediately. A charge will be levied on the Members accounts for each lost key. The amount levied is under the discretion of the relevant Sub-committee.

S7. EXECUTIVE GOLF COURSE AND ITS PRACTICE FACILITIES

- a) The Executive Golf Course and its practice facilities are an integral part of the golf facilities at Clearwater Bay and as such the rules pertaining to the Main Golf Course facilities should also be read in conjunction with this section.
- b) The Executive Golf Course and its practice facilities are open to use by all Members of the Clearwater Bay Golf & Country Club.
- c) The rules and regulations for these facilities will be displayed on Club Notice Boards.

PART III
THE CLEARWATER BAY GOLF & COUNTRY CLUB
BYE-LAWS
GOVERNING THE GAME OF GOLF

G1. THE RULES OF GOLF

- a) The rules governing the game of golf applicable at the Clearwater Bay Golf & Country Club shall be those drawn up by the Royal and Ancient Golf Club of St. Andrews and The United States Golf Association, in consultation with golfing bodies where appropriate, and published by those authorities including any amendments duly authorized by them from time to time.
- b) It shall be the duty of all players to make themselves familiar with the aforementioned rules which includes observing the etiquette of golf as well as the rules of play. Copies of the rules of golf will be made available at the Club for reference by Members.

G2. PRIORITY ON THE COURSE

The rules governing matches shall be those specified in Section 1 Etiquette of the aforementioned rules of golf. Where the Golf Sub-committee wishes to establish special rules, these shall be duly published and brought to the attention of Members as appropriate.

G3. HANDICAP SYSTEM

- a) The system of handicapping shall be such as the Golf Sub-Committee may decide and which shall be duly published and brought to the attention of Members as appropriate.
- b) The Golf Sub-committee may in its absolute discretion reduce or increase the handicap of Members who do not return scores or otherwise do not observe the spirit of the handicap system introduced.
- c) The detailed methods of handicapping will be laid down by the Golf Sub-committee in the conditions of all competitions played.

G4. GOLF CARTS AND GOLF EQUIPMENT

- a) Golf carts shall be hired through the pro-shop or other authorized official and no Member shall make any private arrangement.
- b) A Member shall not use his private servant as a caddy or permit any person to caddy for him other than where specifically authorized by the Golf Sub-committee.
- c) The fees for golf carts shall be those which are approved by the Golf Sub-committee from time to time and duly published and exhibited as appropriate.
- d) No Member, Guest or Visitor shall be permitted to provide and use his own private golf cart on the Club premises, which includes the golf course, save as may be specifically authorized by the Golf Sub-committee.

- e) Golf carts provided by the Club for hire to Members, Guests or Visitors will be maintained by the Club so as to be safe and efficient. Nevertheless, Members, Guests or Visitors shall ensure that any golf cart hired by them is in all respects in a proper and safe condition. Should they not be satisfied with the operation of any cart, they shall notify the cart controller or authorized person concerned who will provide another vehicle to their satisfaction.
- f) Golf carts will be driven by Members, Guests or Visitors with due care and attention and shall proceed along the pathways provided and in the direction indicated. Golf carts shall only be used in those areas within the Club's property as authorized by the Golf- Sub-Committee from time to time.
- g) Members, Guests or Visitors shall ensure they are familiar with the operation of a golf cart before they proceed to take it on to the golf course and must hold a valid driving licence. Management may require a golfer hiring a golf cart to show their driving licence. The Management may refuse to allow a golfer the right to drive a golf cart.
- h) The circumstances surrounding any accident involving a golf cart or carts resulting in damage thereto or to any part of the golf course and Club premises shall be reported as soon as possible after the accident to the General Manager or other responsible Club official. The cost of repairing any damage whatsoever caused by a Member, Guest or Visitor shall be met in full by those concerned.
- i) The Club or its employees shall not under any circumstances be liable to make any payment to any Member, Guest or Visitor hiring a golf cart against any loss, injury or damage sustained by them or by any third party as a result of the presence or the use of any Club vehicle or as a result of any defect therein. It is in the best interest of Members, Guests or Visitors to be insured against such eventualities, which are normally covered in golfers' insurance policies. Members are advised accordingly.
- j) No more than two persons shall occupy one golf cart, together with a maximum of two sets of golf clubs, at any one time. Golf carts may be hired by one player for his sole use, save that, depending on the number of players anticipated to play golf on any particular day, a player may be required to share a golf cart.
- k) Children below the age of 18 are not permitted to drive a golf cart anywhere on the golf course or Club premises.
- l) Players may not share sets of clubs under any circumstances.

G5. STARTING TIMES

- a) Official starters may be employed at the discretion of the Golf Sub-committee. All golfers must register their start and finish times at the Starter's Hut.
- b) Golf Members may book starting times in advance through the Golf Administration Office. Details of the Booking Procedure are published in the Golf Fixtures Book.

- c) Players shall play from the starting point allocated to them when making their reservation, or when registering and play each hole thereafter in proper sequence.
- d) Players are considered as slow if they take more than 4 hours to complete 18 Holes. A pace of play table is published in the Golfers Fixture Book. Whilst Course Marshals and Starters are authorized to monitor the speed of play on the course responsibility for playing without delay rests with the player.
- e) No Member shall reserve a starting time for another Member unless that Member has been advised and will play in the reserved time.
- f) No Member may book to play more than one game on any one day including Club Tournaments. A Member wishing to play more than 18 holes on any day may reserve an additional tee time a maximum of 15 minutes in advance of the actual time.
- g) The booking list will be under the control of the Golf Director of the Club or such person as the General Committee may from time to time appoint.
- h) Members who make a reservation to introduce guests to play golf at the Club and then either No Show, Cancel later than the previous day prior to the reserved time, or sign in and play with less Guests than they made reservations for will be charged the appropriate guest fees.
- i) Any Member not registered at the Pro Shop 15 minutes before their actual starting time may lose their starting time and the Pro Shop will be authorized to allocate that time to any other Member. Any Member not present on the tee 5 minutes before their starting time, or not advising the Starter of their presence and availability to play, may lose their starting time.
- j) A designated 'Gold Card Time' booked by a Gold Card Holder may not be swapped with a Silver Card Holder.
- k) A reservation on any Weekend or Public Holiday made by or a Member may not be swapped to an Overseas Guest.
- l) Members who have properly reserved starting times may exchange their time with other Members who have also properly reserved a time. In such circumstances, one of the participants concerned shall so inform the Golf Director or his representative of the exchange.
- m) Single players may not play on Saturdays, Sundays and any Public Holidays between the hours of 7:30 and 16:30. Single players who have no partners should contact the Golf Director or his authorized representative who will use their best efforts to find a partner.
- n) Early Bird Golfers may tee-off prior to designated times. A maximum of 2 Ball games and only Members are permitted to play Early Bird golf.

G6. COMPETITIONS - GENERAL CONDITIONS

- a) The conditions of play in Club Competitions shall be as notified by the Golf Sub-Committee from time to time.
- b) In the absence of any condition to the contrary Club competitions are restricted to Members entitled to play golf.
- c) No competitor in any Club competition may win more than one prize in any one competition.
- d) In match play competitions, in the event of a tie after the prescribed number of holes have been played, the match shall continue until one or other side wins a hole. In matches under the handicap, strokes shall be given and received as in the first round of the tied match.
- e) In the event of a tie in any stroke competition of 18 holes or 36 holes played over any sequence of 9 holes, the Golf Sub-Committee shall in their sole discretion select the appropriate method which will be adopted to decide who shall be declared the winner of the event.
- f) Where prizes are offered for the best single rounds in a competition of 36 holes or more only those players who return a valid card for each of the rounds in the competition shall be eligible for such prizes.
- g)
 - i) In all competitions where there is a maximum handicap allowance players with handicaps higher than that allowance may enter but they shall play on the basis that their handicaps are that allowance and shall receive the standard allowance in medal, bogey and stableford competitions.
 - ii) In competitions in which the prescribed maximum handicap allowance is less than 18, the Golf Sub-committee shall declare if a player of a higher handicap than the maximum prescribed shall be permitted to play and on what conditions he may do so.
 - iii) No Member shall enter any match-play competition if he knows he is not likely to be in Hong Kong for the prescribed dates of the final round.
 - iv) In the draw for a match-play competition the first named in each match is the challenger. The challenger shall be responsible for fixing the date and time to play and for this purpose he shall approach the opponent within one week of the draw being posted for the first round or in the case of subsequent rounds by the first date of play.
 - v) The challenger shall offer his opponent not less than three dates. If the opponent is unable to play on any of these dates he shall forfeit the match.
 - vi) If the opponent has not been approached within a reasonable time he should make an attempt to contact the challenger and should he fail to make contact or the challenger is unable to play within the rules and time limit laid

down for the round in question the opponent should claim a walkover and enter his name on the competition sheet.

vii) Failure to mark up a result or walkover will result in both competitors being disqualified.

viii) In match-play competitions in which a date is fixed by which a particular round shall be played, the Golf Sub-committee shall grant no extension except in the case where conditions cause the closure of the course when the Golf Sub-committee shall have discretion to grant such extensions of time as they may deem appropriate.

G7. PURCHASE OF GOLF BALLS

A Member, Guest or Visitor shall not purchase a golf ball on Club premises or on the golf course other than directly from the facilities provided by the Club for this purpose.

G8. PRACTICE ON COURSE

A Member shall not play practice shots on any part of the golf course other than at the practice ground or ground specifically set aside for this purpose.

G9. GOLF TUITION

- a) Golf lessons may be obtained from such golf professional or professionals as the General Committee may appoint from time to time. A scale of fees for lessons shall be published and exhibited as appropriate.
- b) Golf lessons shall only be given at such locations within the Club's property as the Golf Sub-committee shall declare and set aside for the purpose save that this will not preclude a Member playing a round of golf with a golf professional for which a tee may be prescribed. In such an event the rule prohibiting practice shots will apply.

G10. RULES FOR FOUR-BALL GAMES

(OTHER THAN DULY AUTHORISED COMPETITIONS)

- a) The player of a ball out-of-bounds shall take no further part in play for the hole unless he has a stroke at that hole.
- b) When other matches are coming up from immediately behind, a player of a ball may only search for his lost ball and not the other Members of his match.
- c) A player who has played two strokes more than his partner and is further from the hole than his partner shall pick up his ball and take no further part in the hole.

G11. DRIVING RANGE & GOLF COURSE

The driving range, chipping and putting area designated by the Golf Sub-committee as such are integral parts of the golf course and shall be available to Golfing Members, their Guests and Visitors only under conditions which shall be specified by the Golf Sub-committee from time to time and duly displayed for general information on Club Notice Boards. Only golfers playing golf may have access to the golf course.

G12. PONDS & WATER HAZARDS

- a) It is expressly forbidden to enter or walk upon the edge of any pond or water hazard.
- b) Out of play balls in ponds and water hazards may only be retrieved with the use of specifically designed equipment to be used in such manner as to ensure that the player does not enter nor walk upon the edge of the pond or water hazard.

G13. GUESTS AND VISITORS

- a) No Resident may use any of the Clubs Golf Facilities on any Weekend or Public Holiday.
- b) A 'Gold Card Holder' may introduce and play with one Overseas Guest on any Weekend or Public Holiday subject to the appropriate quotas.
- c) A Gold or Silver Card Holder may introduce and play with a maximum of 3 Guests on any Weekday except Public Holiday subject to the appropriate quotas.
- d) Any Guest or Visitor either Resident or Non-resident so invited must produce evidence of their status, either passport or H.K.I.D. Card, and valid Handicap Certificate for inspection at the Reception at the time of registration.
- e) The introducing member and their guest(s) must be present at the time of registration.
- f) Visitors whether Resident or Non-resident may play on any Weekday except Public Holiday at times as notified from time to time by the Golf Committee.

G14. LOCKER TAGS

- a) Any locker owner who wishes to store his golf bag in the Gold Annexe bag store room must have an official locker number disc affixed to his golf bag carrying handle.
- b) If a Golf Member who does not own a locker wishes to store his golf bag in the golf bag store he may do so subject to there being space available, payment of the appropriate fee prevailing at the time and display of an officially embossed disc on the golf bag handle.

G15. GOLF BAG TAGS

A member must have an official Clearwater Bay Golf & Country Club golf bag tag fixed to their golf bag.

G16. DRESS CODE

The Dress Code as laid down by the Golf Committee shall be:-

- a) Golf shoes either Spiked or Spikeless
- b) Correct Golf Attire

Specifically, track suits, tee shirts i.e. shirts without collars, dress shirts, vests, short shorts, tennis shorts, or skirts which are more than 4 inches above the knees, athletic

or exercise shorts, board shorts, denim jeans and leotards are not considered appropriate golf wears.

PART IV
THE CLEARWATER BAY GOLF & COUNTRY CLUB
BYE-LAWS
GOVERNING THE MARINA

M1. PLEASURE CRAFT RULES

- a) It shall be the duty of all Members using the Marina Facilities to make themselves familiar with and observe the "Rules of the Prevention of Collisions at Sea" and other applicable rules and regulations statutory or otherwise at all times.
- b) The conditions of participation in and governing rules of competitions organized by the Club shall be as notified by the Marina Committee on behalf of the General Committee from time to time.

M2. BERTHING AGREEMENTS

- a) In addition to the Rules of the Club, Berthholders should also note their obligations under the Berthing Agreements to which they are a party.
- b) No Member shall use or be entitled to use any berth or drystack facility unless such Member has entered into a Berthing Agreement with the Club and paid the requisite fees.

M3. OPENING TIMES

The Marina Facilities will be open during the hours determined by the General Committee and posted on the notice board in the Harbour Master's office and on the entrance door of each facility, provided that the wet berthing area shall be open 24 hours a day throughout the year except as notified to Berthholders.

M4. SERVICES

All services provided by the Management within the Marina Complex for which payment is to be made will be charged to Berthholders' monthly accounts.

M5. BOAT REQUIREMENTS

- a) all boats berthed or otherwise brought into the Marina Complex will comply with such standards of quality, type and must be equipped with a holding tank (marina type) in accordance with the policy from time to time as determined by the General Committee. Boats may be required to be inspected from time to time to ensure they continue to meet the requirements as determined by the General Committee.
- b) Prior to a boat being brought for the first time into the Marina Complex, the Berthholder must lodge at the Harbour Master's office:-
 - i) evidence of ownership;
 - ii) the licence book;
 - iii) a valid certificate of insurance (as required under the Merchant Shipping Ordinance);

- iv) (if applicable) completed application forms for Crew Identity Cards to be issued to the crew of the boat (see Bye-Law M8).
 - v) an "Inspection of Vessel" form duly signed and completed by the Marina's Dockmaster or designated persons.
- c) The entire length of boats (including pulpit, bowsprit and swimming platform) must not exceed the stated length of berths and boats must not be moored in such a way that they overhang or obstruct the pontoons or interfere with other boats.
- d) If a boat is to be away from a berth for an extended period of time the Harbour Master's office should be informed accordingly.

M6. BERTHING

- a) Berthholders must take care in navigating boats in and out of the Marina basin so as not to endanger or inconvenience other boats and in particular must:-
- i) ensure that the speed limit of 4 knots or such lower speed as will not create a wake is observed within the Marina basin;
 - ii) use navigation lights (as prescribed by the relevant government laws, regulations and rules) during navigation in periods of restricted visibility;
 - iii) comply with any directions or communications given by the Management with regard to the movement of boats in or about the Marina basin;
 - iv) Observe the provisions contained in the Marina Department Publication "Rules for the Prevention of Collisions at Sea"; and
 - v) take special care in navigating boats into and out of the public fairways.
- b) Berthholders must ensure that at all times, boats while moored are safely and properly secured in a manner and position acceptable to Marina Management and that the equipment used is in a good and safe condition. All auxiliary craft (such as dingies, scooters, windsurfers, jet-skis etc.) and all equipment, gear and supplies must be kept on the boats and not on the pontoons or in the berths or elsewhere in the Marina Complex. The Marina Management shall be entitled to remove any equipment which has been left in the Marina Complex and costs incurred, if any, will be charged to member's account.
- c) Berthholders must take all necessary precautions with regard to the storage of any inflammables such as gas and fuel and otherwise to prevent outbreaks of fire and explosions on boats and in particular must ensure that a sufficient number of fire extinguishers of a suitable type are kept on board boats in an easily accessible place for use in the case of fire. No fuels of any kind or other unreasonable quantity of inflammable materials shall be transported, stored or kept by Berthholders, their nominees, servants or boat boys on the piers, docks and boats.
- d) Berthholders must comply with all relevant governmental laws, regulations and rules regarding safety requirements for boats (including requirements as to fire extinguishers and appliances and life-saving equipment).

- e) Berthholders must ensure that noise from engines and other machinery and apparatus is kept to a reasonable level and does not cause disturbance or annoyance to other persons using the Marina Complex.
- f) Berthholders must ensure that when their boats have left the berth, the mooring liners are left neatly coiled on the pontoon so that they do not constitute any danger to other persons. Hoses should be stowed on board after use and not left on the pontoon.
- g) The Marina Management has the right to remove boats from berths or re-moor boats or enter on boats and take such other safety precautions in typhoons and otherwise as may be necessary and the Berthholder shall be liable to pay the Management's reasonable costs (if any) incurred in so doing. The Marina Management will not be responsible for any damage to boats or other property of Berthholders caused as a result of taking any such safety precautions.
- h) No responsibility is accepted by the Marina Management for any loss of or damage to any Member's boat, auxiliary craft, equipment, gear and supplies.

M7. CONDUCT WITHIN THE MARINA COMPLEX

- a) All persons in the Marina Complex should conduct themselves responsibly and have due regard to other persons using the Marina Facilities.
- b) Berthholders (Members) are responsible for the conduct of their family, guests and crew while in the Marina Complex and for ensuring that all such persons observe the provisions of the Rules of the Club as the same may be amended from time to time. Any failure to observe these provisions may result in action being taken by the Club under Article 41 of the Club's Articles of Association.
- c) Guests and children of Berthholders (Members) may only enter the Marina Complex accompanied by the Berthholder or an adult member of his family. The names of guests entering the Marina Complex must be signed in the Guest Registration Book. It is suggested that small children within the Marina Complex on or near the water should wear life-jackets.
- d) No person shall obstruct or interfere with any of the personnel employed by the Marina Management in the execution of their duties. Such personnel shall have the right to request persons to identify themselves while within the Marina Complex.
- e) No person shall remove from the Marina Complex any property of the Club.
- f) No fishing, swimming or games are permitted in the Marina Complex.
- g) No refuse or other articles may be thrown into the water, left on the pontoons or otherwise disposed of except in the receptacles provided by the Management.
- h) No toilets may be emptied and no fuel or other liquid or waste may be discharged in the Marina Complex. All boats equipped with 'Y' valves will keep them in the

"Holding Tank" position while in the Marina. Holding tanks will be pumped out by Marina Management staff by prior arrangement. A fee will be levied.

- i) No horns or warning devices may be sounded in the Marina Complex except in cases of emergency or as may be necessary in the course of navigation.
- j) No person may nail, screw or otherwise attach any notices to any part of the Marina Complex.
- k) No person shall go on board any boat within the Marina Complex except with the permission of the relevant Berthholder.
- l) No person shall hang any laundry or washing in the Marina Complex.
- m) Boats may not be used for any commercial purposes while in the Marina Complex. No advertising or display signs may be affixed to any boats or any part of the Marina Complex except with written permission by the General Committee.
- n) All persons enter the Marina Complex at their own risk and no responsibility is accepted by the club for any loss or damage or injury to persons or property occurring in the Marina Complex. Berthholders are liable to keep the Management indemnified against all claims or proceedings instituted against losses or damage suffered by or costs or expenses incurred by the Management as a result of any act, omission or default of themselves, their families, guests, crew or any other persons who are in the Marina Complex at their invitation or request.

M8. CREW

- a) If Berthholders wish their crew to have independent access to the Marina Complex they must obtain a Crew Identity Card for each individual crew member. Application forms for this purpose may be obtained from the Harbour Master's office. The General Committee reserves the right to refuse to issue a Crew Identity Card in any particular case and reserves the right to issue only a certain number of Crew Identity Cards per Berthholder as appropriate to the type of boat.
- b) Crew will not be allowed in the Marina Complex unless they are carrying a Crew Identity Card or are accompanied by a Berthholder.
- c) Crew shall only have access to such parts of the Marina Complex as may be specified by the Management.
- d) Crew Identity Cards must be produced upon request by personnel employed by the Management. Crew Identity Cards are not transferable.
- e) Crew Identity Cards may be withdrawn by the General Committee if in their opinion any crew is guilty of any misconduct or fails to observe the Rules of the Club.

- f) If any crew ceases to be employed by a Berthholder, the Berthholder shall immediately notify the Harbour Master's office and return his Crew Identity Card.
- g) If a Crew Identity Card is lost, the Berthholder must immediately notify the Management and apply for a replacement card which may be issued by the Management subject to a nominal charge being made.
- h) Berthholders shall ensure that their crew comply at all times with any standards of dress or dress code laid down from time to time by the General Committee.

M9. FUELLING

Boats may only be refuelled in the Marina Complex at the fuel dock and in accordance with the following provisions:-

- a) No smoking is permitted at the fuel dock and every reasonable precaution must be taken against the outbreak of fire;
- b) All engines and auxiliaries must be stopped before and during fuelling;
- c) All electrical, gas and cooking appliances must be turned off and naked lights (including pilot lights) extinguished before and during fuelling;
- d) Bilge tanks must be checked for fuel vapors and ventilated if necessary until fuel vapours are removed;
- e) The contacts of fuel tanks must be checked by gauge or dipstick to prevent overfilling;
- f) Nozzle contact must at all times during fuelling be maintained with the fuel pipe;
- g) Fuel spills must be cleaned immediately; and reported to Marina Management.
- h) Only personnel authorized by the Management may operate the fuelling facilities.

M10. TYPHOONS

- a) After the typhoon/tropical storm warning signal number 3 has been hoisted it is recommended that boats are not used until all signals have been lowered. Berthholder's crew should remain on duty in the Marina Complex during typhoons and tropical storms.
- b) If Berthholders have any doubts as to whether boats are tied up securely or whether the equipment used is adequate in the case of a typhoon or other adverse weather conditions they should consult the Harbour Master's office for advice. Recommended mooring line kits can be purchased from the ship's chandlery.
- c) Members or crew remaining on board from the raising of the number 3 warning signal must register with the Marina Office.

M11. REPAIRS

- a) Only minor running repairs and minor maintenance and cleaning work may be carried out on boats in the Marina Complex, provided that the same does not cause any nuisance or annoyance to other Berthholders, and user of the Marina Complex. No repairs or cleaning work may be carried out on the dock.
- b) If Berthholders wish to use the boat repair and maintenance facilities provided by Marina Management, they should make the necessary arrangements at the Harbour Master's office. Before any work is commenced the Berthholder will be required to sign a repair order form. The subsequent costs will be charged to Berthholder's monthly accounts.
- c) Berthholder who wish to use the services of outside contractors and workmen for repairs and maintenance should remove their boats from the Marina Complex for such work or contact the Marina Boatyard to arrange for a sub-contractor assignment.
- d) No persons will be permitted to enter the boat maintenance area except if accompanied by a senior employee of the Marina Management. No work may be carried out on the hard standing except by the Marina Management. Employees of the Marina management must not be approached directly to carry out any repair or maintenance work on boats, rather work is requested from the Boatyard Manager.
- e) No persons other than the appointed operator shall operate or attempt to operate any crane or other equipment in the Marina Complex.

M12. DRY BERTHING AREA

- a) Access to the drystack storage and work area by Berthholders, their family, guests and crew is at all times strictly prohibited.
- b) Only personnel specifically authorized by the Marina Management will be allowed access to the drystack storage and work area and to use the boat-handling equipment within the drystack area.
- c) Berthholders who wish to take boats out of the drystack area should arrange to do so through the Harbour Master's office giving adequate notice.
- d) Boats taken out of the drystack area may be collected from the drystack launch area. The Berthholder or person authorized to take collection of the boat will be required to sign a launch requisition form.
- e) Boats should be returned to the drystack launch area and the attendant on duty should be notified whether the boat is then to be stored in the drystack area.
- f) Berthholders should ensure that prior to a boat being stored in the drystack area all inflammable material (other than the contents of fuel tanks) together with any equipment or other items which are not securely stored on the boat are removed.

M13. RELOCATION OF BOATS

Without prejudice to Bye-Law M6.(h), the Club shall have the right once during each calendar year at any time by giving not less than 28 days written notice to the Berthholder to require the Berthholder to remove his boat from its Berth for the period specified in such notice (which shall not exceed 14 days) and to moor it at such other place (within the Marina Complex) as shall be specified. If the Berthholder does not remove his boat when requested, the Management may remove the boat to such other mooring. The Management will not be responsible for any damage to boats or other property of Berthholders caused as a result of moving such boat.

PART V
THE CLEARWATER BAY GOLF & COUNTRY CLUB
BYE-LAWS
GOVERNING CORPORATE GOVERNANCE OF THE CLUB

C1. FORMATION OF SUB-COMMITTEES

- a) Each Sub-Committee shall have a minimum of five members.
- b) Each Sub-Committee should have at least two members who are not members of the Members' Council.
- c) For the Sub-Committee for Membership, Sub-Committee for Finance and Sub-Committee for Planning and Development, there shall be at least two members of the General Committee.

C2. LIMIT ON THE NUMBER OF SUB-COMMITTEES THAT A MEMBER OF THE MEMBERS' COUNCIL AND A CLUB MEMBER MAY SERVE IN

- a) Each member of the Members' Council except the Chairman is encouraged to serve on at least one Sub-Committee and may serve on a second Sub-Committee if invited to do so, provided that each member of the Members' Council may serve on no more than two Sub-Committees.
- b) A Member of the Club who is not a member of the Members' Council may serve on no more than one Sub-Committees.
- c) Each Deputy Chairman should endeavour to have in the Sub-Committee at least two members who are members of the Members' Council but not of the General Committee.

C3. QUALIFICATION OF CHAIRMAN

- a) A Member is required to have served a minimum of two years on the General Committee before being treated as eligible to become the Chairman. At least one year should be served on the General Committee immediately before being elected as Chairman.

C4. QUALIFICATION OF MEMBERS OF THE GENERAL COMMITTEE

- a) For good corporate governance and in order that members of the General

Committee have adequate prior experience of Committee service in the Club, Members should have served a minimum of 2 years on the Members' Council, and a minimum of 2 years on one or more Sub-Committees, before being eligible for election or co-option to the General Committee. The minimum two years of service on the Members' Council should be immediately prior to the proposed election or co-option. The requisite periods of service on the Members' Council and Sub-Committees do not have to overlap with each other.

- b) The aforesaid requirements on the qualifications of members of the General Committee may be waived with the approval of the General Committee and the Members' Council.

C5. QUALIFICATION OF MEMBERS OF SUB-COMMITTEES

- a) All Sub-Committee members should be Members of good standing, and have been active users of the Club for at least one year to have obtained a reasonable understanding of the Club and of the standards expected by and of its Members.
- b) For certain Sub-Committees, particular professional or other experience, or particular classes of Membership, may be of special relevance to eligibility.
- c) In cases where a Member who does not meet the requirements set out in rule a) above would like to become a member of a Sub-Committee, special prior approval by the Members' Council shall be obtained.

C6. Miscellaneous

- a) Company Members, Company Country Club Members, Company Social Members and Company Marina Members shall notify the Club as soon as reasonably practicable and in any event, within 14 days after their nominee ceases to be their director or partner or officer or permanent employee.



Bye-laws Amendments

Part I – General

- 5 (f) has been amended to

“Guests and visitors who wish to purchase debit cards must be approved by the General Manager or his/her designates. Members who introduce guests are able to purchase debit cards for the Guests to obtain goods and services. The debit cards, with terms and conditions stipulated, are valid only for the specified period and cannot be used to settle members’ statement accounts. The minimum number and cost of debit cards that can be purchased at any one time will be determined by the General Committee”.

- 10 (i) has been added:

The General Committee has recently approved in May of an amendment in Bye-Law about the maximum number of guest reservation at the Club restaurants. Members can now make a booking of 12 persons in Oasis while a booking of 14 persons in Ocean View restaurant on weekends and public holidays. During weekdays, members are allowed to reserve up the 24 seats per booking at both restaurants.

*For reservations exceeding the maximum number of people per booking at each restaurant respectively, please contact the **Catering Department** on 2335 3722 to arrange a suitable venue. Applicable charges will be levied.”*

- 19 has been amended to:

- (a) *“A green car park label for use by Golfing Members for the Golf Clubhouse and Country Club car parks”;*
- (b) *“A blue car park label for use by Marina Members for the Marina and Country Club car parks”;*
and
- (c) *“A brownish-red car park label for use by Country Club Members for the Country Club car park only”.*

- 25 (j) has been added:

MOBILE PHONE RULES

- (i) *“Mobile phones and other sound devices must be switched to silent mode at all times whilst on Club premises”.*
- (ii) *“Mobile phone usage that causes a disturbance to other members is not allowed”.*
- (iii) *“Mobile phones are only permitted at car parking areas, public phone areas and in the Marina, except for the BreeZes”;*
- (iv) *“Mobile phones are not permitted in restaurants, except for Oasis and Horizons terraces”;*

- (v) *"In case of emergency, mobile phones are allowed on the golf course, but members should only use mobile phones while in golf carts on the cart path and should forfeit the hole being played in order not to create slow play and cause any inconvenience to other members".*

- 26. has been added:

MEMBERS' DOMESTIC HELPERS & CHAUFFEURS

- (a) *"Members' domestic helpers and chauffeurs, who accompany members and/or members' children visiting the club, shall apply for a Domestic Helper/Chauffeur identity card at a fee as the General Committee may determine".*
- (b) *"Members' domestic helpers and chauffeurs should sign in and out of the Club and carry the identity card at all times whilst on the Club's premises".*
- (c) *"The Domestic Helper/Chauffeur identity card is designed for identification purposes and safety reasons. Members' domestic helpers and chauffeurs are not permitted to use the facilities of the Club".*

Part II - Governing sports and recreation activities

S1 RULES GOVERNING THE USE OF THE COURTS

- d) has been added:

GUESTS & VISITORS

"The number of guests or visitors a member can bring to the Club is four (4) people per membership per day for sports and recreation facilities on Sundays and public holidays. This includes tennis, badminton, squash, swimming pool and CWB Academy".

- S8 has been added:

CYCLING

"Cycling is not permitted within any part of the Club premises".

Part III - Governing the game of golf

- G6 has been amended to:

COMPETITIONS-GENERAL CONDITION

- (a) *"The conditions of play in Club competitions shall be as notified by the Golf Sub-Committee from time to time and in accordance with the Rules of Golf as approved by the Royal and Ancient Golf Club of St. Andrews and the United States Golf Association".*
- (g) i) & ii) have been deleted

Part IV - Governing the Marina

- M14 has been added:

LIVE ABOARD REGULATIONS

"Marina members, their families, and / or crew are not permitted to live aboard without written consent from the General Committee".

- M7 has been amended:

CONDUCT WITHIN THE MARINA COMPLEX

- (f) *"No fishing, swimming, cycling or games are permitted in the Marina Complex".*