



**TROPICANA**  
**GOLF & COUNTRY RESORT**

**CLUB RULES, REGULATIONS  
AND  
BYE - LAWS**



## **TROPICANA GOLF & COUNTRY RESORT**

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**PART A. GENERAL RULES AND REGULATIONS OF TROPICANA GOLF & COUNTRY RESORT**

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meaning: -

- (a) "Affiliated Club" means a club or resort with whom the Company has made reciprocal arrangements for the use by members or licensees of each other's facilities as referred to in Rule 8 hereof;
- (b) "Affiliated Member" means a member or licensee of an Affiliated Club who has applied to use the Facilities of the Club pursuant to Rule 8 hereof;
- (c) "Club" means the Resort and its Facilities;
- (d) "Company" means Tropicana Golf & Country Resort Berhad (Company Registration No. 203361-T) and includes its successors in title and assigns;
- (e) "Disciplinary Committee" means the committee referred to in Rule 13.2 hereof;
- (f) "Facilities" means the golfing and/or other sports and recreational facilities at the Resort;
- (g) "Family Members" means one lawful spouse of the Licensee or the Nominee, as the case may be, and the Licensee's or Nominee's lawful children under the age of eighteen (18) years, if any;
- (h) "General Manager" means such person appointed by the Company to take charge of the day to day administration, overall control and management of the affairs and operation of the Club and who is so designated;
- (i) "Guest Fees" means the fees payable by any guest of a Licensee or Nominee for the use of the Facilities of the Club;
- (j) "Liaison Committee" means the committee referred to in Rule 13.1 hereof;
- (k) "License" means the license to use and enjoy the Facilities of the Club granted to any category of Licensee including but not limited to those referred to in Rule 5 hereof;
- (l) "Licensee" means the person who is granted the License and if the context so requires, shall include his Nominee and/or Family Members;

- (m) "License Agreement" means the license agreement signed between the Company and the Licensee upon such terms and conditions the Company may prescribe and under which the Company confers on the Licensee the License to enjoy the Privilege and use the Facilities of the Club;
  - (n) "Management" means such team of executives and persons appointed by the Company to control and manage the day to day operation and affairs of the Club as lead and supervised by the General Manager;
  - (o) "Member" means the Licensee and/or the Nominee and/or the Family Members, as the case may be;
  - (p) "Monthly Subscription" means the monthly subscription fee payable by all Licensees and Nominees in such amount as determined by the Company from time to time under Rule 12 or such other revised amount as may be prescribed by the Company from time to time;
  - (q) "Nominee" means the person nominated by the Licensee in accordance with the License Agreement to enjoy the Privilege;
  - (r) "Privilege" means the non-exclusive right to use and enjoy the class of Facilities at the Resort as more particularly described in the License Agreement;
  - (s) "Privilege Cards" means the identification cards issued to the Licensee and/or the Nominee, indicating the Licensee's and/or the Nominee's entitlement to the Privilege and includes any supplementary cards issued to the Family Members;
  - (t) "Resort" means Tropicana Golf & Country Resort; and
  - (u) "Rules" means these rules and regulations herein set out and shall include any amendments thereto and any new rules, regulations and by-laws which the Company may make at any time and from time to time.
- 1.2 All other definitions and expressions used herein shall, unless they are repugnant to the context or are otherwise defined herein, bear the same meanings ascribed to them in the License Agreement.
- 1.3 The Rules shall be taken as read and construed as an essential part of the License Agreement and shall apply to all Licensees.
- 1.4 In the Rules, unless the context otherwise require:-
- (a) words importing the masculine gender shall include the feminine and neuter gender;

- (b) words importing the singular shall include the plural and vice versa; and
  - (c) headings in the Rules are inserted for convenience of reference only and shall be ignored in the construction or interpretation of the Rules.
- 1.5 Without prejudice to the legal rights and obligations of the parties under the Rules, the Company may at its discretion refer to any Licensee, Nominee or Family Member as a “Member” and any License as “Membership”.
- 1.6 If pursuant to Rule 1.5 any written notice or publication issued by the Company contains the term “Member” or “Membership”, such term shall be construed to mean “Licensee”, “Nominee” or “Family Member” or “License”, as the case may be, for the purposes of the Rules.

## **2. CONSTITUTION AND OWNERSHIP**

- 2.1 The Club is a proprietary club, the proprietor of which is the Company.
- 2.2 The overall control and management of the affairs of the Club shall be vested solely in the Company which may at its absolute discretion delegate to any person, committee, firm or company all or any of its power or authority in relation to the control and/or management of the Club. Without prejudice to the aforesaid, the Company may delegate the overall control and management of the affairs of the Club and grant all or such powers of the Company under the Rules and/or the License Agreement to the General Manager and the Company hereby ratifies all actions and decisions taken or powers exercised by the General Manager pursuant to the Rules or the License Agreement.

## **3. RIGHTS AND LIABILITIES OF MEMBERS**

- 3.1 Subject to the Rules and the License Agreement, all Members shall be entitled to use and enjoy the Club and its Facilities in common with other Members. A Member shall not by reason of his License or Privilege have any proprietary rights or interests whatsoever over the Club, its monies, facilities, properties, assets or otherwise.

## **4. PATRON / HONORARY MEMBER**

- 4.1 The Company may at its absolute discretion invite a person or persons of high rank and distinction to be the patron / honorary member of the Club.

## **5. LICENSE**

- 5.1 Subject to the terms of the License Agreement, the Company may have such category or categories of Licensees as the Company may issue from time to time, including but not limited to the following:-

- (a) Honorary
- (b) Individual
- (c) Individual (Term)
- (d) Corporate
- (e) Young Adult Supplementary
- (f) Single Adult

## **6. NOMINEES**

- 6.1 The Company reserves the right to withhold its approval of any nomination of a Nominee requested by a Licensee.
- 6.2 A Nominee shall, after the Company has given approval to his nomination and subject to Rule 6.3, be permitted to use the Club and to enjoy the Privilege as if he was the Licensee who nominated him. Family Members of Nominees shall have the same right to use the Club as Family Members of Licensees.
- 6.3 A Nominee will be required by the Company, as a condition of his nomination being approved, to undertake to abide by the Rules and the License Agreement as if he was the Licensee who nominated him and signed the License Agreement and to undertake to pay to the Company all payments payable under the Rules and/or the License Agreement by the Licensee and/or the Nominee, including but not limited to those specified under Rule 12. Nothing contained in the Rules and/or the License Agreement shall prejudice or limit the Company's right to commence legal proceedings against the Nominee for any breach of the Rules and/or the License Agreement by the Nominee pursuant to such undertakings by the Nominee.

## **7. FAMILY MEMBERS**

- 7.1 Family Members shall be entitled to enjoy the Privilege in accordance with the Rules provided that a Licensee or Nominee shall only be entitled to nominate one lawful spouse to enjoy the Privilege.
- 7.2 The Licensee or Nominee shall at all times be responsible and liable for the conduct and behavior of his Family Members including but not limited to any expenses or charges incurred by the Family Members. Any breach of the Rules by a Family Member shall be deemed to be a breach committed by the Licensee or Nominee concerned. All damage or injury to the property of the Club or other persons in the Club caused by any Family Member shall be made good at the expense of the Licensee or Nominee concerned. The Licensee or the Nominee shall indemnify and keep indemnified the Company against all claims and actions arising from the conduct or act of his Family Members or any breach of the Rules or the License Agreement by his Family Members.
- 7.3 The Company reserves the right to withdraw the Privilege of any Family Member to use the Facilities of the Club or any part thereof.



- 7.4 Children under the age of 12 years are not permitted in certain areas of the Club premises as determined by the Company from time to time unless accompanied by a parent or under authorized supervision.
- 7.5 Persons under the age of 18 years shall not smoke or consume alcoholic beverage in the Club premises.
- 7.6 Parents shall at all times be responsible for the conduct of their children.

## **8. MEMBERS OF AFFILIATED CLUBS**

- 8.1 The Company may from time to time enter into, renew or terminate any reciprocal arrangements with any other club or clubs for such periods or upon such terms and conditions as the Company may at its absolute discretion deem fit.
- 8.2 A member of an Affiliated Club may be admitted to the Club as an Affiliated Member upon such terms and conditions as the Company may at its absolute discretion deem fit.
- 8.3 The Privilege accorded to an Affiliated Member is strictly discretionary and the Company reserves the right to refuse the Privilege to an Affiliated Member without assigning any reason thereof.
- 8.4 The Company may at any time at its absolute discretion withdraw from an Affiliated Member the Privilege granted to him under this Rule.

## **9. ABSENT MEMBER**

- 9.1 A Member, other than a Corporate Licensee and Nominee of Corporate Licensee, may apply to be listed as an Absent Member only where he expects to be absent from Malaysia for a continuous period of not less than 6 (six) months.
- 9.2 A Member shall for the period he remains listed as an Absent Member be required to pay a reduced Monthly Subscription in such amount as the Club may from time to time decide but in any event it shall not be less than 50% of the normal Monthly Subscription. The reduced Monthly Subscription shall only be applicable for the period from the month immediately following the month in which the Member leaves Malaysia to the month immediately preceding the month in which the Member returns to Malaysia.
- 9.3 An application to be listed as an Absent Member shall be made in the following manner: -
  - (i) the application shall be made not later than 1 (one) month before the intended departure;
  - (ii) the application shall be supported by such documentary evidence as the Club may at its absolute discretion require;

- (iii) the application shall be accompanied by the full advance payment of Monthly Subscription payable for such period of not less than 6 (six) months at the reduced rate and the amount then outstanding in the Member's account.
- 9.4 The Club may in its absolute discretion reject any application which does not comply with Rule 9.3.
- 9.5 An Absent Member shall, immediately prior to his departure from Malaysia, be required to:
  - (i) settle in full any charges incurred for the period after the approval of his application to be listed as an Absent Member and before his departure; and
  - (ii) surrender to the Club his Privilege Card and those of his Family Members.
- 9.6 An Absent Member and his Family Members shall not be entitled to enjoy the Facilities of the Club whilst listed as an Absent Member.
- 9.7 The Club shall be entitled to review a Member's status as an Absent Member in the event of a default or breach by the Member and/or his Family Members of Rule 9.5 and/or 9.6 above.
- 9.8 In the event the Absent Member shall return to Malaysia prior to the expiry of the period for which the advance Monthly Subscription has been paid, the Member shall forthwith automatically cease to enjoy the status of an Absent Member and the Absent Member shall forthwith notify the Club the same. The balance of the advance payment of Monthly Subscription made by such Member shall be credited to the account of the Member and the normal Monthly Subscription shall apply immediately upon the Member ceases to enjoy the status of an Absent Member.
- 9.9 An Absent Member shall automatically be taken off the list of Absent Members upon the expiry of such period for which the advance Monthly Subscription has been paid. In the event the Member intends to remain as an Absent Member, he is required to submit a fresh application in accordance with this Rule 9.
- 9.10 Notwithstanding that a Member's application to be listed as an Absent Member may have been approved by the Club, the Club reserves the right to review his status from time to time and the Club may at its absolute discretion at any time withdraw any such approval given and require the Member to pay the full amount of the Monthly Subscription instead of the reduced amount in the event that the Club determines in its absolute discretion that the circumstances were such that the Member should not have been listed as an Absent Member.

- 9.11 For avoidance of doubt, this Clause 9 does not apply to a Corporate Licensee or Nominee of Corporate Licensee.

## **10. PRIVILEGE CARDS**

- 10.1 The Company will issue one (1) Privilege Card each to every Licensee, Nominee and their Family Members.
- 10.2 The Privilege Card shall bear the name and photograph of the holder of the card. Privilege card issued to a Nominee shall also bear the name of the Licensee nominating him. Privilege Cards issued to a Family Member shall also bear the name of the Licensee or Nominee from whom his Privilege is derived.
- 10.3 A Licensee and his Family Members shall surrender to the Company all Privilege Cards issued to them following the nomination of a Nominee by the Licensee or following the transfer or termination of his License. A Nominee and his Family Members shall surrender to the Company all Privilege Cards issued to them following the withdrawal of his nomination or nomination of a new Nominee by the Licensee or transfer or termination of the License of the Licensee nominating him.
- 10.4 All Licensees or Nominees and their Family Members must carry with them their Privilege Cards and the same must be produced to the management of the Club or the Club's security guards or other employees of the Club when requested to do so. The Company reserves the right to evict or refuse admission to any Licensee or Nominee or their Family Members who fails to produce their Privilege Cards. Privilege Cards are non-transferable and are the property of the Company and shall be returned to the Company upon request thereof.
- 10.5 Any Licensee or Nominee or any of their Family Members who loses his Privilege Card must report the loss in writing to the Club immediately upon discovery of the loss. Lost or damaged Privilege Cards may be replaced by the Company at the expense of the Licensee or Nominee concerned.
- 10.6 All Licensees or Nominees and their Family Members shall not lend or give their Privilege Cards to any person for any reason whatsoever.
- 10.7 All Licensees or Nominees and their Family Members may acknowledge receipt of food, beverage, merchandise or service purchased or rendered at the Club premises by presenting their Privilege Cards and signing a charge chit bearing their full name and membership number Provided Always that such acknowledgement shall not be deemed or accepted as payment of the same.

## **11. GUESTS**

- 11.1 Subject to such limitation in number and frequency as the Company may from time to time impose, any person may be introduced by a Licensee or a

Nominee as a guest of the Club and be entitled to use the Facilities of the Club subject to the Rules and the License Agreement. Any guest using the Facilities of the Club shall pay such Guest Fees as may be prescribed by the Company from time to time.

- 11.2 A Licensee or a Nominee introducing a guest shall write the name of the guest, his own name and the period for which the guest is introduced in a book kept for that purpose at the Club and such Licensee or Nominee shall at all times be responsible and liable for the conduct and behavior of his guest and any breach of the Rules or the License Agreement by his guest shall be deemed to be a breach committed by the Licensee or Nominee concerned. The Licensee or the Nominee shall be responsible for the payment of the prescribed Guest Fees and any charges incurred by such guest in the Club. All damage or injury to the property of the Club or other persons in the Club caused by the guest shall be made good at the expense of the Licensee or Nominee concerned. The Licensee or the Nominee shall indemnify and keep indemnified the Company against all claims and actions arising from the conduct or act of his guest or any breach of the Rules or the License Agreement by his guest.

It is the duty and responsibility of such Licensee or Nominee to acquaint his guest with the Rules and to ensure that his guest conducts himself properly whilst in the Club and is accompanied by him or one of his Family Members at all times whilst in the Club's premises.

- 11.3 The Company may at any time withdraw the Privilege from any guest without assigning any reason thereof.
- 11.4 No person who has been expelled from the Club or from whom the Privilege has been withdrawn or suspended under the Rules or the License Agreement may be introduced as a guest to the Club.
- 11.5 Guests must be accompanied by the introducing Licensee or Nominee throughout their visit in the Club and when requested by employees of the Company, identify themselves accordingly.

## **12. MONTHLY SUBSCRIPTION, FEES AND OTHER PAYMENTS**

- 12.1 All Licensees and Nominees shall pay to the Company the Monthly Subscription in such amount as may be determined by the Company from time to time throughout the duration of their License or Privilege or such other revised sum as may be prescribed by the Company from time to time pursuant to the License Agreement or the Rule, in particular Rule 14 hereof.
- 12.2 The Monthly Subscription and all charges incurred by a Licensee or Nominee shall be paid by the Licensee or Nominee in full within fourteen (14) days of the date of invoice by the Company.
- 12.3 Without prejudice to any other rights which the Company may have under the License Agreement or under the Rules or at law, if the Licensee or the

Nominee shall fail to pay the Monthly Subscription and/or any other deposit, charges or payment due to the Company on the due date for payment, the Company shall be entitled to levy a late payment interest at such rate as may be determined by the Company from time to time in its absolute discretion on the total amount outstanding from the expiry of the fourteen (14) days period allowed for payment until the date of full payment.

### **13. MANAGEMENT**

#### **13.1 Liaison Committee**

- (a) A Liaison Committee shall be established for the purpose of establishing a channel of communication between the Company and the Members.
- (b) The Liaison Committee shall consist of five (5) Members (none of whom shall be related directly or indirectly to the Company or its related corporation) who shall be appointed by the Members from amongst their number at the annual general meeting of the Club.
- (c) The Liaison Committee shall be entitled to advise the Company of their views on the activities and management of the Club Provided Always that the Liaison Committee and the Members shall not at any time be or be deemed to be vested with any right or power to participate in or interfere with the management or operation of the Club, or to enforce the provisions of the Rules without the concurrence of the Company.

#### **13.2 Disciplinary Committee**

- (a) A Disciplinary Committee shall be established for the following purposes: -
  - (i) instilling and promoting good discipline, conduct and harmony among all Members of the Club; and
  - (ii) carrying out any inquiry relating to the discipline of Members and recommending to the Company disciplinary actions, if any, to be taken against any delinquent member.
- (b) The Disciplinary Committee shall consist of such number of Members (none of whom shall be related directly or indirectly to the Company or its related corporation) who shall be appointed by the Company at the Company's absolute discretion from time to time. The Chairman of the Disciplinary Committee shall be appointed by the Company and in the absent of the appointed Chairman, the Disciplinary Committee may elect any one of the committee member to chair the meeting.
- (c) The powers of the Disciplinary Committee shall include: -
  - (i) to assist the management of the Club in overseeing the good performance and discipline of the Members;

- (ii) to assist the management of the Club in implementing and enforcing the Rules and such other regulations and by-laws in force; and
- (iii) to conduct inquiries and recommend to the Company disciplinary actions to be taken against Member's indiscipline and misconduct; and

Provided Always that the Disciplinary Committee and the Members shall not at any time be or be deemed to be vested with any right or power to participate in or interfere with the management or operation of the Club, or to enforce the provisions of the Rules without the concurrence of the Company. If the Member is unsatisfied with the decision of the Company, the Member may appeal in writing to the Board of Directors of the Company at the Member's own costs and expenses.

- (d) For avoidance of doubt, the General Manager may at his absolute discretion, pending the hearing of the Disciplinary Committee, exercise his power to suspend temporarily any Member who, in the reasonable opinion of the General Manager, has violated or breached or is deemed to have violated or breached the Rules or the License Agreement for such period as the General Manager shall deem fit and reasonable and any Member so suspended by the General Manager shall not have any claim whatsoever or howsoever against the Company and/or the General Manager.

### **13.3 Other Committees**

The Company shall have the absolute power to decide and review the composition, duties and powers of the Disciplinary Committee and such other committee or sub-committee as the Company may appoint or dissolve from time to time upon such terms and conditions as it may deem necessary or expedient for the management and operation of the Club, including but not limited to appointing any professional(s) or non-Member(s) to be the member of such committee or sub-committee, as the case may be, Provided Always that no person so appointed as the member of such committee or sub-committee, as the case may be, shall at any time by virtue of such committee or sub-committee, as the case may be, be or be deemed to be vested with any right or power to participate in or interfere with the management or operation of the Club, or to enforce the provisions of the Rules without the concurrence of the Company.

## **14. EXPRESS POWERS OF THE COMPANY**

- 14.1 In amplification and not in derogation of the powers of the Company as proprietor of the Club, the Company shall have full power to make, alter, add to or repeal the Rules and to promulgate new rules on any matter and such rules so made, altered, added to or repealed shall come into effect at such time as may be determined by the Company. The Company shall have full power to decide all questions relating to the management and administration of the Club and all questions arising out of or not covered by any Rule and any decision so made shall be final and conclusive as against all Members and all others affected thereby.

- 14.2 The Company shall be entitled at its absolute discretion to impose, revise or increase the Monthly Subscription, the Nomination Fee, the Guest Fees and any other deposits, fees and charges payable from time to time without prior notice. The Company may at its absolute discretion impose, revise or increase the spending limit of a Licensee or Nominee or impose or require additional deposits to be paid by a Licensee or Nominee for the increase of his spending limit in the Club.
- 14.3 The Company shall be entitled at its absolute discretion to levy after 30<sup>th</sup> June 1998 a development fee not exceeding twelve (12) times the Monthly Subscription for the time being and to be paid in such manner as the Company may determine from time to time. The development fee shall not be levied for more than once in any year.
- 14.4 For avoidance of doubt, any powers exercisable by the Company under the Rules and/or the License Agreement may be exercised by the General Manager so appointed by the Company and the Company hereby ratifies all actions and decisions taken and powers exercised by the General Manager pursuant to the Rules or the License Agreement.

## **15. LIABILITY OF COMPANY AND COMMITTEES**

- 15.1 Neither the Company, the Club, the Liaison Committee nor any committee or sub-committee appointed there under shall be liable to any Member or their guests for any personal injury, damage, loss or inconvenience whatsoever or howsoever caused to or suffered by them whilst on or within the Club's premises or whilst using any of the Club's facilities or to any goods or chattels brought by any such person upon the Club's premises or by any decision of the Company, the Club or any committee or sub-committee. All Members and their guests shall enter into or onto the Club's premises and use the facilities therein at their own risk and the Licensees and Nominees shall indemnify and keep indemnified the Company, the Club, the Liaison Committee and any committee or sub-committee thereunder as aforesaid against all claims and actions by any of their Family Members or guests.
- 15.2 With respect to the foregoing paragraph, a claim shall include a claim in respect of the condition of the Club's premises or for breach of any statutory or common law duty of care or for the negligence of the Company or the Club or the Liaison Committee or any committee or sub-committee or of those for whose negligence the Company, the Club, the Liaison Committee, the committee or the sub-committee could or might be held responsible.

## **16. EXPULSION, SUSPENSION AND CESSATION OF LICENSE**

- 16.1 If any Licensee or Nominee or their Family Member acts in any way prejudicial to the interests of the Club or its Licensees thereof or shall breach any of the Rules or the License Agreement, the Company may issue a show cause letter or a caution or reprimand to or censure the Licensee or Nominee concerned. If the Company considers that there is sufficient evidence to justify calling on the Licensee or Nominee concerned to answer any charge made

against him or his Family Member before a Disciplinary Committee, two weeks' notice in writing shall be given to such Licensee or Nominee informing him of the charges made against him or his Family Member and calling on him to attend a hearing before a Disciplinary Committee for the purpose of answering such charges. At such hearing, the Licensee or Nominee concerned shall have the right to be heard in his own defense. If after such hearing, the Disciplinary Committee shall recommend that such Licensee or Nominee be expelled, the said Licensee or Nominee shall thereupon cease to be a Licensee or Nominee as the case may be. In the event that a Licensee is expelled under this Rule 16.1, Rule 16.8 shall apply. Notice of expulsion of a Nominee shall be sent to the Licensee nominating the Nominee concerned. The Disciplinary Committee may, at the conclusion of a Disciplinary Committee hearing, suspend the Licensee or Nominee or impose any other lesser penalty and no appeal against the decision of the Disciplinary Committee shall lie from it to any other tribunal or to any Court of Law.

- 16.2 If the Licensee or Nominee refuses for any reason to attend the hearing to answer the charge or charges made against him, the Disciplinary Committee may nevertheless in its absolute discretion proceed in his absence to make a decision in respect of the charge or charges against him.
- 16.3 A person expelled hereunder shall not thereafter be eligible for a License or be entitled to enjoy the Privilege, save and except that in the case of a Nominee being expelled, the Licensee may appoint another Nominee in his place.
- 16.4 If any Licensee or Nominee:-
- (a) defaults in payment of his Monthly Subscription or any other sum due to the Company for more than thirty (30) days after the due date (whether formally demanded or not); or
  - (b) breaches any of the Rules or the provisions of his License Agreement; or
  - (c) is found guilty by the Disciplinary Committee in accordance with Rule 16.1; or
  - (d) becomes an enemy alien; or
  - (e) is convicted of any offence involving violence or dishonesty or suffer imprisonment for any reason whatsoever; or
  - (f) leaves the country to escape from criminal proceedings,

the Company may at its absolute discretion suspend the Privilege granted to such Licensee or Nominee for such period as the Company shall deem fit and notwithstanding the suspension of the Privilege under this Rule 16.4, such Licensee or Nominee so suspended shall continue to remain responsible and liable for all payments and outstanding debts, including but not limited to the



Monthly Subscription, payable to the Company during the period of such suspension. The Company may, at its sole and absolute discretion, uplift the suspension of the Privilege under this Rule 16.4 upon payment of all arrears of subscriptions and other payments including but not limited to any uplifting fees as may be determined and required by the Company in its absolute discretion.

- 16.5 Any Licensee or Nominee who are in arrears with his Monthly Subscription or any other sum due to the Company for more than thirty (30) days after the due date (whether formally demanded or not) may be listed, at the sole and absolute discretion of the Company, as a defaulter under the list of defaulter to be posted at a conspicuous part of the Club.
- 16.6 Any Licensee or Nominee who continues to fail to pay his Monthly Subscription or any other sum due to the Company for more than ninety (90) days after the due date (whether formally demanded or not) shall be debarred, at the sole and absolute discretion of the Company, from entering the Club's premises or participating in or using any of the Privilege, amenities and facilities of the Club.
- 16.7 The Company may terminate the License of any Member: -
- (a) who continuously fails to pay his Monthly Subscription or any other sum due to the Company for more than six (6) months after the due date (whether formally demanded or not); or
  - (b) whose Nominee continuously fails to pay his Monthly Subscription or any other sum due to the Company for more than six (6) months after the due date (whether formally demanded or not); or
  - (c) who has been adjudicated bankrupt or enters into a composition or arrangement under any provisions of the law with any of his creditors; or
  - (d) who or whose Nominee is suspended for more than six (6) months in accordance with Rule 16.4, by giving notice in writing to such Member and upon such termination, the License Agreement shall be terminated and whereupon Rule 16.8 shall apply.
- 16.8 Unless otherwise decided by the Company, upon the occurrence of any of the events set out below, without prejudice to the Company's right to claim for any monies owing by the Licensee or his Nominee to the Company, the Company shall be entitled to forfeit absolutely the Security Retainer and the Advance License Fee paid by the Licensee for the unexpired term of the License and the Licensee shall have no claims whatsoever and howsoever against the Company or the Club in respect of such forfeiture: -
- (a) if the License of the Licensee is terminated by the Company in accordance with Rule 16.7; or

- (b) if the Licensee is expelled by the Company in accordance with Rule 16.1

16.9 A Licensee or Nominee on ceasing to be a Licensee or Nominee under this Rule 16 shall lose all his rights to use or enjoy the Facilities of the Club but shall continue to be liable for any Monthly Subscription or other debt or sum due and unpaid by him to the Company under the Rules and/or the License Agreement. The Company may within 6 months of the date of the termination or such other period as may be decided by the Company, at its sole and absolute discretion, reinstate the License or Privilege of a Licensee upon payment of all arrears of subscriptions and other payments including but not limited to any reinstatement fees as may be determined and required by the Company in its absolute discretion.

## **17. CLUB PROPERTY**

17.1 No Licensee or Nominee shall take away or permit to be taken away from the Club's premises, any property of the Club or belonging to the Company under any circumstances, or injure or damage or vandalise any property of the Club and the Licensee or Nominee shall indemnify the Company against such loss injury or damage to the Club or its property caused by him or any of his Family Members or guests.

## **18. RESERVATION OF FACILITIES AND CLUB PREMISES**

18.1 The Company may at any time and from time to time by notice reserve the Facilities or any part thereof or the whole or any part of the Club buildings or premises including but not limited to the golf course or any function rooms for any purpose whatsoever for such period or periods and subject to such provisions and limitations as to entry thereon or therein whether by Licensees or any other person or class of persons and upon such terms or payment or otherwise as the Company deems fit without any prior notice to the members.

## **19. NOTICES**

19.1 Any notice or communication required to be served under these Rules shall be in writing and shall be sufficiently served if delivered by hand or sent by registered post to the party to be served to his last known address or to such other address as may be notified by the Licensee or the Nominee in writing to the Company. Any notice or communication delivered by hand shall be deemed to be served at the time of receipt thereof or if sent by registered post shall be deemed to have been served at the time when in the ordinary course of post it would have been delivered.

## **20. PROHIBITIONS**

20.1 Unless expressly authorized by the Company in writing, no Member or guest shall:-

- (a) participate in any form of gambling within the Club's premises;

- (b) bring on or introduce to the Club any noxious or dangerous substances;
- (c) bring any animal of any kind onto the Club's premises;
- (d) use any radio, tape players or any other musical instruments in the Club so as to cause a nuisance or annoyance to other Members therein;
- (e) give any loan to any employee of the Club or the Company;
- (f) bring into the Club or consume therein any food or drinks unless the same shall have been purchased from the Club's food and beverage outlets;
- (g) indulge or engage in any form of political activity, demonstration, protest or campaigning within the Club's premises;
- (e) reprimand or in any way censure an employee of the Company other than by written complaint addressed to the General Manager; or
- (f) indulge or engage in any obscene or unruly behavior whilst on the Club's premises.

20.2 In addition to Clause 20.1 above, no Member or guest shall: -

- (a) vandalise or wilful damage any property belonging to the Members or guests;
- (b) engage in fighting, intimidation, assault, battery or any form of threatening behaviour in the Club;
- (c) circulate inflammatory or defamatory emails and/or letters to any person which are prejudicial to the interests of the Club;
- (d) smoke in non-smoking area of the Club;
- (e) engage in any criminal act; or
- (f) engage in any conduct which in any way brings disrepute upon the Club, its Members or its employees.

## **21. CONDUCT OF MEMBERS**

21.1 Tipping of the employees of the Club is permissible. Tipping is at the discretion of the Members, Nominees, and Family Members, guests or visitors. Staff and employees of the Club shall not demand nor ask for tips.

- 21.2 No employee of the Club shall be sent by any Member, Nominee, Family Member or his/her guest on any errand outside the Club premises except with the prior permission of the Club.
- 21.3 Members, Nominees and their Family Members and guests shall at all times:
- (a) conduct themselves with decorum and observe courtesy and rules of etiquette while in the Club premises;
  - (b) in the appropriate attire prescribed by the Rules and/or as posted on the Club premises from time to time when using the Facilities of the Club.
- 21.4 All Members, Nominees and their Family Members and guests shall park their cars in an orderly manner and in designated parking lots and shall display a valid car sticker for the current year and failing which a fee may be levied against the Members or Nominees.
- 21.5 No Members, Nominees and their Family Members and guests shall remove any newspaper, magazine, periodicals or other movable property at the Club without prior permission of the Club.
- 21.6 Any Member, Nominee or his Family Members or guest breaking or damaging the property at the Club shall pay the Club the cost of making good the damages. The amount of such cost shall be assessed by the Club whose decision shall be final.
- 21.7 All Members, Nominees and their Family Members and guests shall refrain from making any noise causing any nuisance or doing any act of thing which may in the opinion of the Club, create annoyance to the other Members and their guests.
- 21.8 No Member, Nominee, or his/her Family Member or guest is allowed to enter the service rooms, kitchens, employee's quarters, filtration plant, pump room and all other rest areas including but not limited to the staff canteen or any other such prohibited areas under any pretext whatsoever unless otherwise permitted by the Club.
- 21.9 Messages for Members, Nominees and Family Members at the Club's premises will be posted on the notice board. Paging of Members, Nominees, Family Members and guests will only be made in the case of emergencies.
- 21.10 No Member, Nominee, Family Member and guest shall display any posters, notices, etc, in any part of the Club without the prior permission of the Club.
- 21.11 No employee of the Club shall be reprimanded or punished by a Member, Nominee, Family Member or guest. Any complaint made against an employee of the Club must be referred to the Club.

- 21.12 No food or beverage other than those served at the Club may be brought into any part of the Club unless otherwise permitted by the Club.
- 21.13 Unless otherwise permitted by the Club, no Member, Nominee, Family Member or guest shall be allowed to play in the Club any type of musical instrument which may cause nuisance or annoyance to other persons at the Club.
- 21.14 Sports equipments which are not approved by the Club shall not be allowed to be used in the Club.
- 21.15 No Member, Nominee, Family Member or guest shall bring any animal into the Club premises.
- 21.16 No servant of the Members, Nominees, Family Members or guests shall be permitted to use any of the Facilities and amenities of the Club.
- 21.17 Neither the Company nor the Club shall be liable for the loss or damage to any property brought into the Club by a Member, Nominee, his Family Member or guest. Members, Nominees, Family Members and guests who leave articles of clothing or personal belonging in any part of the Club shall do so at their own risk.
- 21.18 Neither the Company nor the Club shall be liable for any injury or damage whatsoever caused to a Member, Nominee, his Family Member or guests or to any other person.

## **22. DISCLAIMER**

- 22.1 Use of the Club's facilities shall be at the sole risk of the Members, Nominees and their Family Members and guests. The Company and the Club shall not in any way be responsible for any personal injuries, loss of life or loss of property or such other loss occurring, in whatsoever manner or for whatever reason, as a result of the use of the Club's facilities.
- 22.2 The Club reserves the right to amend the Rules and other regulations or by-laws from time to time and as and when deemed appropriate.

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## **PART B. BY-LAWS FOR THE USE OF THE CLUB'S FACILITIES**

(Made pursuant to Rule 14(a) of the Rules)

### **1. CLUB HOUSE**

- 1.1 The Club House shall be opened daily at such hours as may be determined by the Management from time to time. Notice of the opening hours of the Club House shall be posted at a conspicuous part of the Club House.
- 1.2 The Management may at any time and from time to time by notice whether generally or for a particular occasion alter or vary the opening hours of the Club House and/or its facilities, including but not limited to the reservation time of the facilities, or close any of the Facilities of the Club.

### **2. GOLF**

#### **2.1 Golf Rules**

- (a) The rules of golf as approved by the Royal and Ancient Golf Club (RAGC) and the handicapping system of the United States Golf Association (USGA) together with these golf rules, shall apply to all form of play of golf and to all Club competitions unless otherwise expressly laid down by the Management in a particular match or competition.
- (b) The Management may from time to time make such rules as it may think fit and may from time to time vary or rescind the same.
- (c) Any competition rules or disputes in a competition shall be decided by the officials in charge of the competition.

#### **2.2 Identification**

- (a) The Management shall make available an official identification either by way of a membership card, an official golf tag or other mode of identification. All players are required to display and produce such identification when requested by the receptionist, starters, marshals or other authorized persons.
- (b) Guest of Members and non-members shall display clearly an appropriate guest tag issued by the Club.
- (c) Golf bag tags wherever available should be displayed on the bag whenever on the Golf Course.

## **2.3 Eligibility To Play**

- (a) Subject to (c) below, golfing Members without a valid club handicap or whose handicap is above 24 (men) and 36 (ladies) shall not be entitled to play on the Golf Courses.
- (b) All guests and non-members must produce a valid handicap certificate before they are allowed to play on any of the Golf Courses at any time.
- (c) In order not to pose any danger on the course, all Members without a valid handicap must pass a golf proficiency test before he is allowed to play on any of the Golf Courses at any time. Members with a proficiency handicap shall be allowed to play on the course provided he/she must be accompanied by at least one Member who has a valid handicap and who will also be his/her marker.
- (d) Children with proficiency handicap are allowed to play on the Golf Course provided they are accompanied by an adult member who has a valid handicap.
- (e) Any golfing member can apply in writing for a golf proficiency test and such test shall be carried out by an authorized tester as and when convenient.

## **2.4 Club Handicap**

- (a) Members who are members of more than one Club shall be entitled to apply for a club handicap provided that they submit properly certified latest handicap and course rating from such other clubs. Such certified scores shall become part of the member's scoring record at the Club.
- (b) Any Member who does not have a club handicap shall return at least ten 18 holes scorecards and shall be assigned a club handicap in accordance with the procedures of the USGA handicapping system.
- (c) Members' handicap shall be computed in accordance with the current USGA handicapping system and the recommendations of MGA. Club handicap assigned shall be reviewed and revised periodically based on subsequent scores returned.

## **2.5 Guests**

- (a) Each Member shall be permitted to play with three (3) guests or may introduce up to four (4) guests to play golf by letter if they are unable to accompany their guests. The Member shall play in the same flight as his guests.
- (b) Members who wish to play with more than the permitted number of guests must submit a written request to the General Manager two (2) weeks before the actual day of play.

- (c) Children may not introduce guests to play golf at any time.
- (d) Only players with handicap not exceeding 24 for men and 36 for ladies may be introduced.
- (e) All guests introduced by a Member or their spouses are responsible for ensuring that guests sign in the Visitor's Book at the Golf Counter and pay the fees due before commencing play. Non-compliance of this provision will render them liable to disciplinary action by the Management.
- (f) The amount of green fees payable shall be determined by the Management.

## **2.6 Course Control**

- (a) The three nine hole courses shall be formed into 3 courses as follows: -
  - (i) East Course - 1st nine/2nd nine
  - (ii) West Course
  - (iii) Night Golfing to East 1st Nine + West Course

Players shall proceed strictly in accordance with the above course rotation in a round of 18 holes, except during competitions or as maybe rescheduled by the Club.

- (b) No play shall commence: -
  - (i) from any teeing ground other than the 1st tee or the 10th tee or at any other tee unless so specified. Each hole shall be played in the proper sequence;
  - (ii) prior to the commencement time as may be decided by the Management unless as may be permitted by the Management;
  - (iii) prior to the player's full particulars and handicap being first registered with the Golf Counter or the Starters, where applicable.
- (c) Play shall be regulated by the official tee-off times as may be decided by the Management from time to time, unless otherwise specified by the Management.
- (d) The Management reserves the right to close the course at anytime for any purpose.
- (e) Non-players may not accompany players on the course.
- (f) A player may not play more than one ball at any one time on the course.



- (g) Each Member is required to submit their scorecard duly signed, at the end of play and deposit it in the boxes provided at the Club house.
- (h) Two-ball and three-ball matches may play over a course reserved for four ball matches and shall have equal priority. A single player has no standing and shall give way to a match of any kind.
- (i) No competition shall be held except with the permission of the Management.
- (j) The Management shall have full power to arrange the order of play at all times.
- (k) Sharing of golf sets is not allowed and slow play shall be avoided at all times.
- (l) If the group ahead is slowing down the group behind with one clear hole then the group behind shall be allowed to pass and play through.
- (m) Players are expected to assist, co-operate with and follow the instructions of the Officials and Course Marshal in their attempts to expedite the play of any group of players.
- (n) Play on the course shall be regulated by the use of sirens to signify as follows:-
  - (i) Discontinue Play - a series of 3 blasts
  - (ii) Resume play - a series of 5 blasts
  - (iii) Game abandoned - a continuous blast of about 1 minute.
- (o) Flights that stop for whatever reason during the course of play, including but not limited to stop at the drink hut for meal/drinks, shall lose priority to the flights behind them.

## **2.7 Etiquette**

- (a) All etiquette and the rules of golf as provided by RAGC and the USGA shall be observed by all golfers. The Management reserves the right to stop, cancel, reject or suspend any player or play that may cause danger to any persons, players, member or guests whilst on the Golf Course.
- (b) All players must conduct themselves in a disciplined manner and demonstrate courtesy and sportsmanship at all times and not to engage in dangerous play in the golf course at all times.
- (c) Use of trolleys shall not be permitted in areas specified by the Management from time to time.

- (d) Divots must be replaced and ball marks on greens must be repaired by players and/or their caddies at all times.
- (e) Employees or authorized persons of the Club may inspect the course periodically to avoid undue delay, slow play and carry out checks of identification tags and course permits. Players are required to assist and cooperate with such employees and persons.

## **2.8 Practice Range**

- (a) Children below age of 12 years are not allowed in the Practice Range area unless accompanied by a parent.
- (b) Practice Range balls shall not be used on the Golf Course and Practice Putting Green.

## **2.9 Dress Code**

- (a) Members and guests must adhere to the dress code as determined by the Management from time to time and shall dress presentably and appropriately while on the Golf Course and at the Practice Range. Jeans, t-shirts without collar, floral pants, track suits, jogging/tennis/squash and football shorts are not permitted.
- (b) Spike shoes are recommended on the Golf Course and practice areas.

## **2.10 Lessons**

- (a) Only the club Resident Golf Pro and his Assistant are authorized to give lessons.
- (b) Booking or registration for lessons may be made directly with the Pro or the Golf Manager.
- (c) Lesson fees shall be charged and debited into Member's account. Cash payment to the Pro or the Golf Manager directly is prohibited.

## **2.11 Bookings**

- (a) All golfers shall book their flight time and have the starting time assigned to them by the Management.
- (b) Bookings may be made maximum 1 week in advance for weekends, public holiday and night golfing only (minimum 3 balls). For weekdays (Tuesday-Friday), there shall be walk-in only, but the flight tee-off time should be observed.
- (c) All bookings are to be made at the Registration either in person or by telephone only after 9.00 a.m. daily.

- (d) Each Member shall be entitled to make only one booking for each day of play. No booking on behalf of other Member is allowed.
- (e) Members are to provide their names and membership numbers and indicate the names of the other member/guests in the flight.
- (f) During peak period, in order to maximize the number of starting times available, twosomes and singles will be denied starting time. However, the Management may group twosomes and singles with other group of less than foursomes and assign starting times.
- (g) The Member who made the booking shall be solely responsible for the non-appearance of any of the players on the same flight.
- (h) Management reserves the right to allow other players to tee-off for bookings not taken up within 10 minutes of the booked time. If no substitution or replacement is made before the day of play, the Club may fill in vacancies from the reserve list.
- (i) Children (under 18 years of age) are not allowed to make bookings for golf.
- (j) The Management may at any time and from time to time by notice reserve the whole or any part of the Golf Courses for such purposes as the Management may at its discretion determine.

## **2.12 Club Competition**

- (a) Club competition dates, schedules of starting time, fees payable and competition rules shall be decided by the Management.
- (b) Only Members and their spouses with an official Club Handicap shall be entitled to participate in any Club competition or match.
- (c) Children are allowed to participate in monthly medal competitions provided that they have an official handicap.
- (d) In all competitions and matches, the draw will be made four days prior to the date of the competition. Members should confirm their starting time with the Golf Counter.
- (e) A Member who fails to report to the Golf Counter 20 minutes before the starting time shall be deemed to have withdrawn from the competition, and the Management may proceed to fill in his slot with the first name available on the reserve list.
- (f) A Member who fails to inform the Golf Counter of his withdrawal 24 hours before the start of competition will be charged the full fees payable for the competition.

- (g) Entries for competition will close five (5) days before the date of the competition or when the maximum numbers of players have registered, whichever is the earlier.
- (h) Members may place their names on the reserve list and may be allotted slots left by cancellations, subject to the approval of the Management.
- (i) The Management reserves the right to cancel or postpone the competition should the course be considered unplayable.
- (j) All winners will be decided subject to the Rules of Golf and the competition rules.

### **2.13 Buggies**

- (a) Buggies whenever available should be hired by all players.
- (b) A player may not engage a buggy for more than 2 ½ hours for 9 holes or 5 hours for 18 holes. If the player engages a buggy in excess of the time frame aforesaid he shall be charged a fee for an additional 9 holes.
- (c) The sports complex and the Club House (with the exception of the Caddy Station) and the field department are out of bounds to all caddies.
- (d) Subject to availability, buggies may be rented at the prescribed rate on such terms and conditions as may be stipulated by the Management.
- (e) The Members using the buggies shall be responsible for all damages to the vehicle and will bear the cost of making good the damages.
- (f) No booking of buggy is allowed and children are prohibited to use them.
- (g) Buggies must be collected from and returned to the station immediately after use.
- (h) Buggies are only allowed on the buggies' pathway and at no times are buggies allowed on fairways, tee boxes or greens unless otherwise specified by the Management. Each buggy shall be utilized by a maximum of 2 persons only. Rear passengers are strictly not permitted except for the caddies.
- (i) All members renting the buggy shall be responsible for damages, accidents or any form of loss and shall indemnify the Club against any claims, liability or any such losses.

- (j) Caddies and Children who have attained their 16<sup>th</sup> birthday may operate (drive) a buggy under supervision of an adult Member.
- (k) Children who have not attained their 16<sup>th</sup> birthday are prohibited from operating a buggy but may sit as a passenger provided it is driven by an adult, a caddy or a member.

## **2.14 General Rules For Golf**

- (a) No member shall cause any damage to any part of the Golf Course, putting greens by whatever means, such as moving in such a manner as to drag, throwing of clubs or jumping on the greens. Players shall also ensure that caddies do not damage any part of the course.
- (b) Buggies and trolleys are strictly prohibited on the teeing ground and on the greens.
- (c) All players shall ensure that divots are replaced; bunkers are raked properly after they have played a shot from the bunker and ball marks are repaired on the green. Any player found to have infringed these rules will be automatically suspended for a minimum of one month on every infringement of these rules.
- (d) Members signing in guests are responsible for the conduct of their guests. Members shall be held liable for damage to greens, tee markers, yardage markers, etc. caused by their guests.
- (e) All golfers are responsible for their personal effects and no staff, caddy master or the caddy shall be held responsible for any loss or damage.
- (f) Scorecards should be submitted by all Members after a round of 18 holes. Continuous failure by any Member to submit his scorecards may result in the loss or suspension of his Club Handicap and the privilege to play in competitions.
- (g) The Management does not accept any liability for any injury or damage whatsoever and howsoever caused that may be suffered by a golfer whether a Member or not whilst on the Golf Course or at the practice range.
- (h) All golfers are requested to insure themselves against any liability, loss or damage and they shall indemnify the Club against all liabilities resulting from their actions.
- (i) All etiquette and the rules of golf as provided by RAGC and the USGA shall be observed by all golfers. The Management reserves the right to stop, cancel, reject or suspend any player or play that may cause danger to any persons, players, member or guests whilst on the Golf Course.

- (j) Caddies are not responsible for and do not guarantee the accuracy of any opinion given during the course of play.

## **2.15 Golf Bag & Equipment Storage**

- (a) Subject to Members purchasing or possessing golf insurance coverage policy, storage for golf bag and equipment is available at the Golf Pro-Shop at an annual rental to be determined by the Management from time to time.
- (b) Neither the Company nor the Management shall be responsible / liable for any loss or damage to any articles or equipment stored in the Golf Club/Pro-Shop.

## **2.16 Golf Insurance**

Members are encouraged to purchase golf insurance coverage.

## **2.17 Caddy**

- (a) Members of the Club are allowed to choose and book a caddy or caddies anytime after they have confirmed their allotted tee off time with the Golf Registration Counter.
- (b) The procedure for booking a caddy or caddies to Club Competitions as well and the fee for booking a caddy or caddies are additional to the fees chargeable for taking part in Club Competitions.
- (c) Non members are not allowed to choose and book a caddy or caddies.
- (d) Members shall not book a caddy or caddies for flights where there are no members playing.
- (e) The Management shall impose a fee for the choosing and booking of caddy or caddies which will be charged to the Member's account upon confirmation of the availability of the selected caddy or caddies for the members allotted tee off time.
- (f) The fee chargeable is per caddy for a minimum of 18 holes and no refund will be given if the Member does not turn up for the game or if for any reason whatsoever, the Member is not able to complete a round of 18 holes.
- (g) Any cancellation of a booking of a caddy should be done 24 hours before tee off time, in which case the reservation will be cancelled and the caddy or caddies will be made available to other Members.
- (h) In the event a cancellation of a booking of a caddy or caddies is made at least 24 hours before tee off time, there will be no penalty incurred or fees charged to the Member. A member who has made bookings for a

caddy or caddies and who cancels the booking on 3 occasions will be barred from making further bookings for a caddy or caddies for a period of 3 months from the last cancellation and may also be referred to the Disciplinary Committee for disciplinary action.

- (i) If the Member desires to play more than 18 holes and be caddied by the selected caddy or caddies, he is required to inform the Golf Registration Counter in advance of his intention to be caddied by the same caddy or caddies for a continuous game of more than 18 holes and a fee of double the amount will be charged to his account upon the booking being confirmed by the Registration Counter.
- (j) For caddies booked for more than 18 holes, no refund will be given if for any reason whatsoever the Member does not complete the 36 holes for which he has booked the caddy or caddies.
- (k) If a Member playing in a flight with 3 other non members does not turn up for his flight and he has not cancelled his booking for his caddy, he will still be charged a fee for the booking of the caddy and the caddy reserved may be made available to other Members.
- (l) Caddies will be allocated in accordance to tee off times.
- (m) The Club is not responsible for cash or valuables entrusted to the caddies by the golfers, irrespective of whether a member of the Club or not, or kept in the golf bag.
- (n) The Club shall not be responsible for cash or other valuables reported lost by a golfer who has claimed to have kept cash or valuables in his golf bag whilst in the Club's premises.
- (o) Members who intentionally infringe these rules will be subject to disciplinary action by the Disciplinary Committee.
- (p) Whilst the Member may require a caddy to rake a bunker or replace a divot on the green, it is no excuse for any golfer whether a member of the Club or not to say that he or she had requested the caddy to rake a bunker, replace or repair a divot and the caddy has failed, neglected, or omitted to do so.

### **3. FITNESS CENTRE**

#### **3.1 Facilities**

The Fitness Centre shall be opened daily at such hours as may be determined by the Management from time to time and may comprise such facilities as the Management shall determine from time to time.

### **3.2 General Rules**

- (a) Members using the Fitness Centre are required to register at the Sports Registration Counter first and then again in the Register Book provided in the Fitness Centre before they will be allowed to use the Fitness Centre.
- (b) Member's children below 12 years of age shall **NOT** be allowed to enter the Fitness Centre.
- (c) Member's children who have reached 12 years of age but are under 16 (sixteen) years of age must be accompanied and personally supervised by a parent or Legal Guardian at all times the child is in the Fitness Centre. A child who has entered the Fitness Centre accompanied by a parent/Legal Guardian and later left alone in the Fitness Centre and does not have his parent/Legal Guardian with him at the Fitness Centre will be asked to leave the Fitness Centre.
- (d) Member's children who are under 16 years of age shall **NOT** use the Strength Station, the Multi Station and Free Weights and Members are to ensure that this prohibition is complied with.
- (e) Guests are strictly NOT allowed to enter the Fitness Centre.
- (f) Members are not permitted to enter the Fitness Centre while wearing wet clothing or swimming costumes of any design.
- (g) Members are not allowed to exercise bare bodied.
- (h) Non-marking sports/athletics shoes shall be worn.

## **4. RACQUET GAMES**

### **4.1 Facilities**

The racquet games facilities may comprise the following and/or such other facilities as the Management may determine from time to time:-

- (i) badminton courts
- (ii) squash courts
- (iii) tennis courts
- (iv) table tennis tables

### **4.2 Opening Hours**

- (a) The racquet games facilities shall be opened daily at such hours as may be determined by the Management from time to time.



- (b) The Management shall have full control over the courts and facilities and may open, close or reserve the same for such periods and purpose, including but not limited to tournaments, exhibitions and repairs, as the Management shall deem fit.

#### **4.3 Racquet Games Rules**

All racquet games shall be played in accordance with the rules and regulations of their respective national association governing the playing of such racquet games.

#### **4.4 General**

- (a) All children under the age of 12 years are not allowed to use any racquet games facilities except accompanied and supervised by an adult Member.
- (b) No smoking, eating or drinking is permitted on the courts and the playing areas.
- (c) Only approved types of equipment shall be used. Racquets with sharp edges shall not be permitted.
- (d) Flat-soled shoes with non-marking soles shall be worn. Shoes with studs or spikes or black soles such as jogging shoes shall not be permitted.
- (e) Proper, clean and presentable attire shall be worn on the courts. T-shirt with sleeves, shorts and socks shall be worn. Singlets, cut-offs and such other attires which in the reasonable opinion of the Management are or may be offensive are not allowed. Ladies may wear white long pants.

#### **4.5 General Booking Procedures**

- (a) Unless otherwise determined by the Management all courts may be booked on an hourly basis between such hours as may be determined by the Management from time to time. Booking may be made in person at the Sports Registration Counter or by telephone during operating hours.
- (b) As a courtesy to other Members, players must promptly vacate the courts when their session of play ends. Subject to the availability of courts, an extension of court time may be made at the Sports Registration Counter after the completion of the one (1) hour play.
- (c) Booking may be made up to 1 day in advance for a period of one hour only.

- (d) Any Member wishing to cancel his reservation must do so at least 4 hours prior to his playing time, failing which a cancellation fee of RM20.00 or such other amount as the Management may determine from time to time will be charged and debited to his account.
- (e) Any Member who fails to take up a reserved court for three (3) consecutive occasions or more shall be barred from making any further booking for continuous period of one (1) calendar month.
- (f) Any reserved court not taken up within 10 minutes by the Member who made the reservation will be made available to other Members on the waiting list.

#### **4.6 Lessons**

- (a) All racquet games lessons may be conducted by the Club's qualified and authorized coaches or instructors only. Such lessons may be arranged with the Registration Clerk at the Sports Registration Counter.
- (b) All registration fees and payments charged for any racquet games lessons including but not limited to any rentals of the equipment in relation thereto must be transacted at the Sports Registration Counter and signed for prior to the commencement of such lessons and any cash payments to the coach or instructors directly is prohibited.

#### **4.7 Guests**

- (a) Members are permitted to introduce three guests on weekdays and one guest on weekend or public holiday.
- (b) Guests are required to be signed in by Members at the Sports Registration Counter prior to the commencement of play, failing which the Member will be charged twice the amount of guest fees payable.
- (c) Members must play with his/her guests. A guest shall not be allowed to play or continue to play in the event the introducing Member is absent.
- (d) The Club will not be liable for any loss or injury through the use of the racquet games.

#### **4.8 Rules Of Play**

- (a) Tennis shall be played in accordance with the rules and regulations of the Lawn Tennis Association of Malaysia.
- (b) Badminton shall be played in accordance with the rules and regulations of the Badminton Association of Malaysia.

- (c) Squash shall be played in accordance with the rules and regulations of the Squash Racquets Association of Malaysia (SRAM).
- (d) Table tennis shall be played in accordance with the rules and regulations of the Table Tennis Association of Malaysia.

## **5. SWIMMING POOL**

### **5.1 Facilities**

The swimming pool facility may comprise of the following facilities or such other facilities as the Management may determine from time to time:-

- (a) 50 meters swimming pool;
- (b) Slide pool; and
- (c) Children's wading pool.

### **5.2 Opening Hours**

- (a) All pools shall be opened daily at such hours as may be determined by the Management from time to time.
- (b) The Management may, at any time, close the swimming pool facilities or any part of swimming pool facilities for such reason as the Management shall deem fit.
- (c) The use of the swimming pool is strictly prohibited during closing hours.

### **5.3 General**

- (a) Members are required to register at the Sports Registration Counter first and then again in the Swimming Pool Registration Counter before using the swimming pool.
- (b) Members are permitted to introduce up to a maximum of four (4) guests on weekdays and two (2) guests on weekends & public holidays. Guests must be registered in the Visitor's Book at the main registration counter and the appropriate fees paid before they use the facilities.
- (c) No person is allowed to swim or sunbathe without swimming attire. Only swimming attire which are approved by the Management may be worn and in this respect, the Management's decision shall be final.
- (d) All persons must change into their swimming attire at the changing room only.
- (e) All persons must shower before entering the pool and wash his/her feet each time he/she re-enters the pool.

- (f) Persons suffering from any infections, communicable or contagious disease shall not use the pools.
- (g) Spitting or any other unhygienic acts in or around the pools or deck are prohibited.
- (h) No person who is under the influence of liquor or drugs or any other form of intoxicating substance shall use the pools.
- (i) No person shall consume food and drinks in or near the edge of any of the pools except at the bar in the adult sunken pool.
- (j) Legal Guardian

Member's children above 12 years of age intended to use the swimming pool facilities unaccompanied by a parent/Legal Guardian must obtain a letter in writing from the parent/Legal Guardian addressed to the Club requesting permission for the child to use the swimming pool unaccompanied by the said parent/Legal Guardian. And the letter shall include an indemnity given to the event of any loss of life or injury to the member's child concerned.

Member's children who are under 18 years of age and above 12 years of age may use the facilities together with guests provided the member concerned has written a letter to the Club advising the Club of the intended usage of the swimming pool by the member's children and guests and to name the guests and provide their national identity card no in the same letter.

The member concerned shall also indemnify the Club against any claims whatsoever by the parent/Legal Guardian or next to kin of any guests brought to the swimming pool by their children in the event of loss of life or personal injury.

- (k) The use of the children's pool shall be confined to children under the age of 12 years and must at all times be accompanied and supervised by parent / Legal Guardian.
- (l) No child under the age of 12 years shall at any time be near or allowed to use the main pool unless accompanied and supervised by parent / Legal Guardian in the main pool or has been certified fit to use the main pool by lifeguards.
- (m) No person shall bring or use, or play any portable audio and/or video player or any other musical instrument. However, music gadget may be used with ear-phones for private listening within the swimming pool area.

- (n) Except for authorized personnel, no person shall be allowed to wear any footwear on the pools deck.
- (o) All running, pushing, horseplay, dunking or any form of “rough/dangerous play” within the vicinity of and/ or in the pool are strictly prohibited.
- (p) No person should enter the deep end of pool unless he knows how to swim.
- (q) All plungers and/or divers must ensure that the swimming pool is clear of other swimmers or users or who are within their path before plugging and or diving into the swimming pool. The life-guards may in their absolute discretion restrict this form of activity if in their opinion the pools are overcrowded.
- (r) All users of the pools are prohibited from using the pools when it is raining and whenever there are thunderstorms/lightning or under other life threatening or emergency situation or circumstances and shall do so immediately when directed or instructed by the life-guard or any person authorized by the Management with long whistle blasts.
- (s) Every person is responsible for his own safety and that of his guest and the members of his family.
- (t) The use of rubber, water gun, air mattresses, toys, balls, kicking board, flippers and any other forms or types of swimming aids are not permitted except arm rings and floats for children. Users under supervised coaching sessions are permitted to use flippers and kicking boards.
- (u) The pool filtration, mechanical and electrical are strictly out of bounds to any person save and except for the authorized personnel.
- (v) The water slide at the children’s pool is strictly for children and adults are not allowed to use the same.
- (w) Clubs towels are available at the Pool Towels Counter and must be returned at the Pool Towels Counter failing which a fee shall be levied for the same.

#### **5.4 Lesson**

- (a) Swimming, lifesaving and other aquatics lessons may be conducted by the Club’s qualified and authorized coaches or instructors only.
- (b) All registration fees and payments charged for swimming programme including but not limited to any rentals of the equipment in relation thereto must be transacted at the Pool Control desk. No cash payment directs to the coaches or instructors are allowed.

## **6. LOCKER ROOMS**

### **6.1 Facilities**

- (a) The Locker Room facilities may comprise the following facilities or such other facilities as the Management may determine from time to time.
  - (i) sauna;
  - (ii) steam room;
  - (iii) Jacuzzi;
  - (iv) Japanese bath;
  - (v) Shower rooms; and
  - (vi) Lockers.
- (b) The use of sauna, steam room, Jacuzzi and Japanese bath facilities are strictly for Members only and subject to such rules as prescribed and notified by the Club from time to time. Guests and children under 12 years of age are strictly not allowed to enter and use these facilities.
- (c) Member's children who have reached 12 years of age but are under 16 (sixteen) years of age must be accompanied and personally supervised by a parent or Legal Guardian at all times the child is in the Locker Room. A child who has entered the Locker Room accompanied by a parent / Legal Guardian and later left alone in the Locker Room and does not have his parent / Legal Guardian with him at the Locker Room will be asked to leave the Locker Room.

### **6.2 Opening Hours**

- (a) The Locker Rooms facilities shall be opened daily at such hours as may be determined by the Management from time to time.
- (b) The Management may at any time, close the Locker Rooms or any part of the Locker Rooms facilities for such reason as the Management shall deem fit.

### **6.3 General**

- (a) Smoking is not permitted in the Locker Rooms and all of its facilities. Users of the Locker Room are required to register at the Golf/Sports Registration Counter first and then again in the Register Book provided in the Locker Room before they will be allowed to use the Locker Room.
- (b) Persons suffering from any ill-health or ailments which may be contagious are not allowed to and should not use the Jacuzzi, sauna or steam rooms.

- (c) Boys who are four (4) years old and above are not allowed in the Ladies' Locker Room and no girls is allowed in the Men's Locker Room.
- (d) Club towels are available at the Locker Rooms Counter and must be returned at the Locker Rooms Counter failing which a fee shall be levied for the same. Club towels shall not be used to clean shoes or any sports equipment.
- (e) Lockers maybe available for rental to Members at a charge to be determined by the Management. Allocation of lockers will be on a first come first serve basis.
- (f) Members must keep lockers allocated to them clean and tidy at all times and no articles shall be left overnight in lockers which are designated for daytime use only.
- (g) Storage of food-stuff, weapons, banned publications, illegal drugs etc. in lockers are prohibited.
- (h) The Management shall be entitled to charge a fee for replacement of lost or missing locker key.
- (i) Neither the Company nor the Management will be responsible / liable for any loss or damage to any articles deposited in lockers by Members.

## **7. BOWLING ALLEY**

### **7.1 Opening Hours**

The bowling alley shall be opened daily at such hours as may be determined by the Management from time to time.

### **7.2 General**

- (a) The Management may at any time and from time to time reserve all or any of the bowling lanes for or on any day or days for any reason or event including but not limited to holding tournaments, leagues, maintenance or any other club function.
- (b) All bowlers are strictly prohibited from smoking and/or consuming any food or drink on the approach area of the bowling lanes.
- (c) Bowlers shall not leave their bowling gear or other belongings at the bowling counter after finishing their game.

- (d) Children below 12 years of age shall not be allowed to bowl unless accompanied by a parent or any other authorized adult or supervisor. Non-bowling children below 12 years of age shall not be allowed within the bowling enclosure.
- (e) Bowlers are expected to be familiar with the rules and etiquette of the game of bowling. A bowler shall give way to a bowler who is on his right. Once the bowler on the right has assumed a starting position on the approach, the bowler on the left must give way and should not step on the approach.
- (f) Bowlers shall not loft their ball. Any bowler found lofting his ball shall leave the bowling alley immediately when requested to do so by a sports attendant or the Management.
- (g) A bowler must try not to step over the foul line so as to maintain the condition of the approach area.

### **7.3 Dress Code/Equipment**

- (a) Bowlers shall not wear tank tops or singlets. Only approved type of bowling shoes, socks and balls may be used on the lanes.
- (b) To prevent a possible lane contamination, any shoes (whether approved or otherwise) that have been worn out of the carpeted area of the bowling enclosure shall not be used.
- (c) For safety purpose, bowling shoes are not to be used when going to toilet, washroom or other areas where the shoes could get wet or dirty.

### **7.4 Charges**

- (a) Members and their guests shall be liable for the fees and charges for the use of the bowling facilities, including but not limited to rental of shoes, which shall be determined by the Management from time to time.
- (b) Members and guests shall be liable to pay such penalty charges as shall be determined by the Management for any loss or willful damage of the bowling facilities, house shoes and such other facilities.

### **7.5 Booking Time & Procedures**

- (a) Bookings shall be accepted on a first come first served basis.
- (b) Only Members and their spouses shall be allowed to make reservation of bowling during peak hours or periods.



- (c) The peak hours or periods in respect of bowling shall be determined by the Management from time to time at its absolute discretion and will be displayed on the notice board at the Bowling Alley.
- (d) A Member who calls personally at the Bowling Counter shall have priority and preference in booking of lanes over those Members who make their bookings by telephone if a request for booking is received at the same time. Members shall wait in an orderly queue for their turn to make a booking at the Bowling Counter. Members shall not make bookings on behalf of another person.
- (e) A Member shall be allowed to book or reserve one lane for one hour of play only. Bowlers shall vacate the lane when their session of play ends. If no other members are waiting, the same Member may apply at the Bowling Counter for an extension of another session of one hour.
- (f) A booking for a lane not taken up within 10 minutes after the reserved time by the Member in whose name the lane is booked shall be deemed cancelled and released to any waiting Member.
- (g) A cancellation of a booking must be made at least 4 hours before the reserved time of play. A Member who cancels his booking less than 4 hours before the reserved time of play for any reason whatsoever shall be liable to a penalty of RM10.00 or such other amount as the Management may in its absolute discretion determine from time to time, which sum shall be automatically debited to that Member's account.
- (h) If any lane booked by a Member is not serviceable, that lane shall be declared as non-payable and the penalties provided hereunder shall not be applicable. It shall be the responsibility of the Member to check with the Bowling Counter whether the booked lane is serviceable.
- (i) A Member who has been penalized hereunder three (3) times within a period of one calendar month shall be barred from making any further bookings for a period of one calendar month.
- (j) Time wherever mentioned in these rules in respect of the use of the Bowling Alley shall be in accordance with the clock located at the Bowling Counter.

## **7.6 Leagues/Tournament**

- (a) League Standing Sheets in respect of any league or tournament that may be organized or held at the Bowling Alley will be posted on the notice board at the Bowling Alley as and when required. All league averages will be kept at the Bowling Counter and may be posted on the notice board at the Bowling Alley.

- (b) Computer printed score sheets maybe used only for leagues or tournament and official competitions.
- (c) In a league and/or tournament, a bowler shall be allowed to practise bowling for a maximum period of 3 minutes only or such other period as the Management may at its absolute discretion from time to time determine, after which the machines shall automatically be shut off and pins activated for the leagues and/or tournament to commence.
- (d) The oiling combination shall be at the sole discretion of the Management.

## **7.7 Guests**

- (a) Members are permitted to introduce up to a maximum of 3 (three) guests at all times and will pay for their Guests fees.
- (b) Members introducing guests must register their particulars in the visitor's book at the counter.
- (c) Any misconduct of the guests shall be the responsibility of the introducing Member who shall also bear all damages caused by their guests.
- (d) The introducing Member must play with the guest.

## **8. LIBRARY**

- 8.1 Members shall register with the Club Librarian as a registered reader in order to use the library facilities.
- 8.2 Upon application, Library Cards will be issued by the Club Library/Reading Room to enable registered readers to borrow materials from it.
- 8.3 Registered readers shall be eligible to borrow two (2) books at a time for a period of fourteen (14) days. Periodicals and magazines are for in-house reading only.
- 8.4 A fine of RM1.00 per day per book shall be charged on all overdue books.
- 8.5 It shall be the duty of all registered readers to check the condition of all books borrowed from the Club Library as upon the return, a charge may be imposed for damaged books.
- 8.6 The Club Librarian reserves the right to refuse any loan of books due to poor borrowing records of the registered reader.
- 8.7 Library cards are not transferable and a charge of RM5.00 will be made for the replacement of lost or damaged card.

- 8.8 No Club Library material shall be taken outside Club Library/Reading Room without proper authorization.
- 8.9 A Club Library reader whilst in the Library /Reading Room shall maintained silence and observe the decorum demanded in a Library failing which the reader may be requested to leave the Library/Reading Room by the Club Librarian.
- 8.10 No food or beverage shall be consumed or taken into the Club Library/Reading Room.
- 8.11 The dress code shall be such proper attire for both male and female. No singlets, wet clothes and slippers will be allowed inside the Club Library/Reading Room.
- 8.12 All complaints or suggestion must be in writing to the Club Manager/General Manager.
- 8.13 The Club shall have the discretion to impose any deposit for the loan of special materials as deemed necessary.
- 8.14 Club Library / Reading Room readers shall be liable for any damage or loss of Club Library/Reading Room materials or property.
- 8.15 Members who default or refuse to comply with this bye-law may be suspended from using the Club Library/Reading Room.

## **9. GAMES ROOM**

- 9.1 The games room shall be opened daily at such hours as may be determined by the Management from time to time.
- 9.2 Children below the age of eighteen (18) are not allowed in the games room unless they are accompanied by their parents.
- 9.3 Members shall at all times dress the appropriate attire prescribed by the Management.

## **10. KARAOKE LOUNGE**

- 10.1 The Karaoke Lounge shall be opened daily at such hours as may be determined by the Management from time to time.
- 10.2 Children below the age of eighteen (18) are not allowed in the public area of the Karaoke Lounge. However, they may be allowed in the private rooms and must be accompanied by their parents.
- 10.3 No alcohol and cigarette shall be served to children under the age of eighteen (18) in the Karaoke Lounge.

10.4 No outside food and/or drinks are allowed in the Karaoke Lounge.

10.5 Members shall at all times dress the appropriate attire prescribed by the Management.

## **11. FOOD & BEVERAGE**

### **11.1 Facilities**

The Food & Beverage facilities may comprise of such restaurant, café and other food and beverage outlets or such other facilities as the Management may determine at its absolute discretion from time to time.

### **11.2 Opening Hours**

- (a) The various food & beverage facilities shall be opened daily at such hours as shall be posted at the respective food & beverage facilities.
- (b) The Management may close the food & beverage facilities or any part thereof for such reason and during such time as the Management shall deem fit.

### **11.3 General**

- (a) No outside foods and/or drinks are allowed in all food & beverage outlets.
- (b) The Management shall be empowered to alter and introduce the appropriate Members' price and visitors' price for all food & beverage outlets from time to time.

### **11.4 Dress Code and Others**

- (a) All Members and their guests shall adhere to the dress code as stipulated by the Management from time to time.
- (b) In dressing or choice of attire for use in the Club, Members, guests and visitors are reminded that the Club has various races and members professing various religious beliefs and Members, guests and visitors are reminded to be sensitive to the feelings of other races and/or religious beliefs of other Members, guests, visitors or patrons of the Club.
- (c) All patrons who have requested for and are given cold face towels are reminded that the cold face towels are meant for wiping face, neck hand and arms only. The towels are not to be used to wipe legs and shoes. Any persons caught misusing the face towels will be reported to the Management with a view for disciplinary action being taken against the person concerned.

- (d) Members, guests, visitors and other patrons are reminded that the chairs in the Club's premises are for sitting and not to be used to place their foot or feet on it. Any Members, guests, visitors and other patrons caught infringing this rule may face disciplinary action or be expelled from the Club.
- (e) Members, guests, visitors and other patrons are also reminded that the Club being a family club there will be children at the Club's premises. Extra care should be taken by Members, guests and visitors not to use abusive, vulgar or obscene language or any form of profanity or other words or language that may be deemed rude or bad influence towards other Members, guests or employees of the Club.
- (f) Members and guests shall not wear swimwear in any form, any description or any fashion whether for male or female, outside of swimming pools area.
- (g) The Management may at its absolute discretion prohibit any Member or guest from entering any of its premises if the dress decorum is not observed.
- (h) Member or guest may be requested by the Management to leave the Club's premises if he is found to be in breach of the dress code.

## **12. CAR PARKING**

- 12.1 Unless otherwise allowed by the Management, all vehicles without the Club's current car sticker shall not park at the parking lots designated for Members only. The Club's car sticker is renewable yearly subject to payment of such administration charges as may be imposed by the Management.
- 12.2 The Company may at its absolute discretion provide reserved car parking bays to such persons as the Company deems fit.
- 12.3 All vehicles shall be parked at the owner's own risk and in an orderly manner and within the lines drawn for parking of vehicles.
- 12.4 The Company reserves the right to clamp vehicles which are in violation of this by-law.
- 12.5 A vehicle that is clamped can only be released upon a prescribed fee being paid.
- 12.6 The Company reserves the right to impose parking charges for parking lots at designated areas of the Club.
- 12.7 The Club and its staff are not liable to any vehicle owner for any personal injury, loss of property, and other loss and damage, cost and action

whatsoever or howsoever incurred or suffered by the vehicle owner or his passengers due to the use of the car parking bays or actions taken by the Club's staff for infringement of this by-law.

### **13. OTHERS**

- 13.1 Use of all the other facilities of the Club shall be subject to such rules, regulations and by-laws as the Company may prescribe and amend from time to time.
- 13.2 The Company may from time to time at its absolute discretion appoint, delegate, assign or subcontract to any person, firm or company to operate and/or manage any part of the facilities of the Club upon such terms and conditions as the Company may deem fit.

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... because life is to be enjoyed.

## **Tropicana Golf & Country Resort Berhad**

(Co.No.: 203361-T)

**For Correspondence :** Jalan Kelab Tropicana, Tropicana Golf & Country Resort, 47410 Petaling Jaya,  
**Clubhouse** Selangor D.E. Malaysia.  
Tel: 603-7804 8888 Fax: 603-7804 3688/603-7804 2075 (M'Ship)

**Corporate Office :** Level 10-12, Tropicana City Office Tower, No.3 Jalan SS20/27,  
47400 Petaling Jaya, Selangor Darul Ehsan.  
Tel: 603-7710 1018 Fax: 603-7710 1025



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