

CLUB 07 –BYE LAWS

1. Right of admission to the Club are reserved at the discretion of the Club and restricted to Members only.
2. All the Members are required to present their Membership card or thumb impression at the time of entry in the Club, before availing any facility or amenity provided by the Club. Where any request is made by the Club staff for production of the identity card to a Member, such Member shall duly comply with such request. Members shall invariably carry the Membership card with them, whenever they visit the Club; else the privileges, discounts and other benefits shall not be applicable.
3. If a Member loses or misplaces his/her Membership card, or has it been stolen, defaced, mutilated or torn, he/she should report such fact to the Club as soon as possible. The Club may issue the duplicate Membership card on such terms and conditions as the Club may require, upon a charge of fee for issue of any duplicate Membership card, which may be varied at the sole discretion of the Club from time to time. Provided that, the original Membership Card issued to her / him, if found, shall be returned to the Management for cancellation.
4. The Club shall not be liable for any loss caused to the Member by such lost Membership Card and the Member shall indemnify the Club for any damages arising out of any such loss or fraud.
5. Fraud or misuse of the Membership Card or benefits accruing from Membership by the Member may result in termination of the Membership and/or withdrawal of benefits at the discretion of the Club.
6. Children (below age of 10 years) will not be allowed to use the Facilities & amenities unless accompanied by their parents or their maids/servants, who shall ensure the safety and security of their children. Children accompanied by their parents are allowed to use the Facilities like, swimming pool or any other games amusements available at the Club. Responsibility of children will entirely be that of their parents/ guardians while using any of the Facilities of or at the Club.
7. Children who cause nuisance or annoyance to other Members, or to the staff shall be warned first and if, they continue with the nuisance, then shall be debarred from making use of the Club facilities permanently or for such period, as the Management in its discretion may deem fit.
8. Member's children will not be allowed to use the facilities without the Membership card.
9. Members will be held responsible for any damage done by their children to any property of the Club. The authorized representative of the Management shall make assessment of the damage and the Member concerned shall be liable to make good the damage assessed. The decision of the Management on the quantum of damage assessed and payable by the Member shall be final.
10. Children are strictly prohibited from entering the disco, billiards room, smoking zone or such other restricted areas of the Club.
11. The Management shall not be responsible in any manner whatsoever for any accident, injury, hurt or harm caused to the children of Members or their guests or visitors in swimming pool, gymnasium, indoor and outdoor sports or any other section.

12. The Management will not be responsible, if children disobey the instructions of the Club staff and wander around the Club or hover into the places not permitted to them and in the process subject themselves to any accident, hurt or injury.
13. Any type of Skate, Cycles by or for children shall not be permitted in the Club.
14. Bills and invoices for availing of various Facilities or services, etc. at the Club shall be raised immediately and the Members shall be liable to pay all such bills and invoices within 30 days from the end of such month in which such bills and invoices were raised. Failure to pay such bills and invoices in time shall attract interest and penalties.
15. The Members must duly pay the food, beverages charges and for other services consumed in the Club as per the bill raised by the Management. Outside food and beverages are not allowed to be brought inside the Club premises.
16. Guests of the Member must be accompanied by the Member at all times.
17. SMOKING in club premises is strictly PROHIBITED.
18. SPITTING in Club premises is strictly PROHIBITED.
19. No anti-social elements will be permitted and activities prohibited by law will not be entertained within the club premises.
20. Any kind of damaging including but not restricted to tearing, poking, scratching etc. to the property of the Club is strictly prohibited and punishable with penalty of such amount as may be decided by the Management from time to time and in addition may have to face any legal consequences.
21. Drivers, maids and other attendants of the Members, while they are in the Club, shall be charged, as per the applicable Guest charges and shall be subject to the bye-laws and shall obey all requests made or orders given by the Club staff, or any other person authorized by the Management and it shall be the duty of the Members to instruct them accordingly and also Members will ensure that the said drivers, maids and other attendants do not to create any nuisance in the Club premises.
22. Complaints against the Club staff or managers are to be lodged in writing to the Management. The complaining Member shall not, use any physical force to or abuse any manager or staff of the Club against whom written complaint is lodged.
23. Complaints shall be lodged and suggestions shall be made by the Members in the complaint / suggestion register kept for this purpose at the reception.
24. A Member can also address his/ her written complaint or suggestion directly to the Management. Oral complaints will have no bearing on the Management, under any circumstances whatsoever.
25. The Members are hereby precluded from availing service of the Club staff for their personal work.
26. Management reserves the rights of admission inside the club premises.
27. Club O7 management decision shall be final and abiding to all.

28. The Members and their guests must adhere to sport dress code of the particular sport while playing. For example: appropriate swimming costumes must be worn while swimming; shorts, T-Shirts, joggers or such other suitable dress must be worn while playing tennis, squash.
29. Members and guests or visitors are required to be dressed in manner conforming to the standards of decency. Dresses conforming to the standards of decency include large suit, evening/dinner dress, western outfits in recognized style acceptable in Indian cultured society or such other dress as may from time to time be specified by the Management. Notwithstanding anything mentioned above or hereafter, the Management may specify any special dress for any event, party or special occasion and there upon the members and guests or visitors attending such occasions shall be obliged to dress themselves in the specified special dresses only.
30. LOCKERS :
- i. The facility of lockers is provided to the Members on temporary basis in the Club for more convenient use of changing room, gymnasium etc.
 - ii. The lockers are available on first come first served basis subject to payment of charges as may be fixed by the Management from time to time.
 - iii. The Management shall not be responsible for loss of any article or other belongings of the members kept or stored in the lockers.
31. DOGS AND PETS:
- . Members are prohibited from carrying any pets of any species whatsoever, in the Club.
32. PARKING OF VEHICLES:
- . Members' vehicles, when on a visit to the Club, will be parked only at the Parking slots earmarked for the parking. The Management will notify the parking area from time to time for the parking of vehicles. It is the duty of members to park a vehicle in a manner, which does not cause any obstruction or inconvenience to other vehicles of fellow members.
 - i. Nothing herein contained confers a right onto the Members to park their vehicles in the Club and as such the facility for parking is subject to availability of parking space and further the Management shall not assume any responsibility for the loss, theft and damage to the Member's vehicle(s).
33. RULES GOVERNING THE OCCUPANCY OF ROOMS OF THE CLUB:
- . The Rooms at the Club shall be provided to the Members or their Guests as per the terms and conditions framed by the Management from time to time.
 - i. The tariff for occupying the Rooms of the Club and the charges for cancellation thereof shall be at the sole discretion of the Management from time to time.
 - ii. For any Foreign Guest, Form 'C' is mandatory as per the statutory requirement under relevant prevailing laws. This form is required to be submitted to the Police Commissioner's Office within the prescribed time of the Check-in of any Foreign Guest. Kindly note this requirement for strict compliance.

- iii. The check-in timing shall be 2 pm and check-out timings 10 am of the rooms for the Members and Member's guests' bookings. This shall be applicable until further notice from the Club Management.
- iv. The residential rooms shall be occupied only by the persons for whom they have been booked.
Any occupancy, however short, will be computed as one day. If a room is not vacated within the check-out time then it shall be treated as an additional/ second day and the appropriate tariff shall become payable.
- v. Occupants vacating the rooms, which have not been booked for a specified period, shall give at least 24 hrs prior notice in writing of their intention to vacate the rooms, failing which one day retention shall be charged.
- vi. If no notice of cancellation is given in writing, the full charge for entire period of reservation is liable to be charged.
- vii. All bills will have to be paid in advance or before check-out. All payments will be collected on the day prior to the day of departure.
- viii. Members will be responsible for all dues on account of their guests/ visitors.
- ix. Cooking of food or lighting of a stove or use of any other fuel or electrical appliance is strictly prohibited.
- x. Occupants of rooms are not entitled to the services of the Club employees for their personal work.
- xi. No occupant can make any alteration in quarters or bring furniture from outside into the Rooms, without prior permission and approval of the Club Management.
- xii. Occupants of Rooms are prohibited from playing any musical instrument or using wireless sets in their rooms. Occupants must also ensure that, they do not disturb or annoy other Members/ occupants/ Guests.
- xiii. If, at any time, it appears to the Management that an occupant in the room, by reason of continued absence has abandoned the room, the Club reserves its right to take possession of the room and for this purpose can unlock or may force open the door. The Management shall be the sole judge to decide whether the circumstances justify the said action under this rule and his/ her decision shall be final in this behalf and shall not be challenged or questioned. Also the Management is not liable for any loss or damage of such guest's belongings.
- xiv. In the event of a breach of any of the above rules, the occupant is liable to be asked to vacate the room immediately and in case of any extra person/s found staying in the room in contravention of the above mentioned rule; such person will be charged at applicable rate as decided by the management.
- xv. The Management shall not be responsible for any loss or theft of valuables or belongings of the Member/s or Guests or any occupant thereof in the rooms, in any manner whatsoever and the carrying or possession of such valuables or belongings shall be at the risk and responsibility of the Member/ Guests or occupants of the rooms.

34. TEMPORARY SUSPENSION OF BYELAWS:

The Management will have power to suspend these Bye-laws temporarily, in order to preclude entry of Members/ guests and withdraw the privileges extended to the Members, during such period of suspension, when and in case of events, parties, tournaments, special occasions, engagements or private entertainment programs are being held or organized in the entire Club or in any part thereof.

35. MEMBER'S OBLIGATIONS:

- . As payment of the Membership fees will entitle the Members to avail and enjoy the amenities and facilities along with the privileges and benefits of the Club, at the same time it is implied that, all the Members are bound by the rules, regulations and bye-laws of the Club. They are also bound by the restrictions imposed and amendments made in the Bye-laws by the Management from time to time.
- i. No Members shall be absolved from the rules, regulations and Bye-laws of the Club irrespective of the fact that, he/she has not read the same and every member shall be presumed to have constructive notice of the Bye-laws. Members along with their Membership identity cards will be issued a copy of the secretarial of the Bye-laws. Additional copies can be availed by making an application to the management of the Club on payment of such charges as the Management may prescribe from time to time.
- ii. The Member shall not carry on any business or activity, which could be construed as illegal, defamatory, immoral, or obscene, and agrees not to use the address of the Club whether directly or indirectly for any such purpose or purposes.
- iii. There will be no credit facility available to the Members for settlement of the bills unless the same is authorized by the Management. All bills presented for any facility/services or consumptions would have to be settled by the Members directly in cash or by credit card.

36. CESSATION / TERMINATION OF MEMBERSHIP:

- . The Company reserves the right to terminate Membership on occurrence of any one or more of the following events:
 - i. Default in payment of Annual Subscription Fees;
 - ii. On expiry of the tenure of Membership
 - iii. Member/s is/are guilty of improper conduct, or uses the Membership for improper, deceitful or unethical purposes or in a manner inconsistent with the rules and regulations and byelaws as applicable from time to time,
 - iv. Member/s acts with intent to annoy, abuse, threaten, or harass the Club or any other person, or in any other disruptive manner.
 - v. Member/s become/s insolvent or is declared un-discharged or insolvent by any court of Law or any appropriate authority.
 - vi. Member/s is/are declared as a person of unsound mind.
 - vii. A Member who in the opinion of the management is guilty of any act involving moral turpitude or gross misconduct

- viii. Member attempts, directly or indirectly, to undermine, disrupt, hinder, or interfere with the proper operation of the Club in any manner whatsoever
 - ix. A Member has committed serious breach of any byelaws, rules and regulations and any terms and conditions of Membership which by its nature cannot be remedied and warrants termination.
 - x. On failure of the Member to remedy the breach of any of the terms of the Agreement within the period as stipulated in the Notice calling upon the Member to take corrective action or remedy the breach committed by the Member.
 - xi. Persistent failure to pay charges incurred for availing the amenities and benefits at the Club.
 - xii. The conduct of such a member within the premises of the Club appears to be violent, abusive, unreasonable, unsocial, not abiding by any of the bye laws and /or these rules and regulations, in the opinion of the Management.
 - xiii. The decision of the Management as regards termination of membership shall be final and binding on such member. In addition to discontinuance of Membership or participation, the Club shall have the right to take appropriate administrative and legal action, including criminal prosecution, as it deems necessary in its sole discretion.
 - xiv. In the event of termination of Membership for any reasons as set out in this clause, the Member shall not be entitled to refund of any fees or charges paid by the Member/s in connection with the Membership and shall not have any rights or claims against the Club and /or against the Management. However, the refundable Membership fee shall be refunded by the Company only after the expiry of the term of the original Membership tenure.
 - xv. Without prejudice to the right of termination, the Club reserves the right to collect the delayed payments from the Member together with interest 18% per annum or such other rate as the Management may decide from time to time for the period of delay.
 - xvi. Appropriation of Payments: In case of part payment made by the Members towards any outstanding shall first be appropriated towards interest and then earlier dues / outstanding.
 - xvii. Membership and its privileges are for lawful purposes only. Any conduct by a Member that, in the Club's discretion, restricts or inhibits any other Member from using or enjoying the Membership will not be permitted. Should a Member violate these or other restrictions, the Club reserves the right, in addition to termination of privileges as set forth herein, to seek damages and other remedies from any such person to the fullest extent permitted by law.
 - xviii. The Club's failure to enforce any of these Terms and Conditions shall not constitute a waiver of that, or any other, provision.
37. To be unbecoming of gentleman / lady or is derogatory to the reputation of the Club or where such conduct has disturbed, or appears likely to disturb the order and harmony of the Club or infringes on the rights and privileges of the other Members or in case of any serious infraction of these Rules & Regulations and Bye-Laws. The Management may take direct cognizance thereof or acting on a complaint shall, after due enquiry, exonerate, suspend, fine or remove the member, as the case may be, after giving the member concerned a fair opportunity to explain and /or defend his conduct. The decision of the Management shall be final. Any person whose

Membership is terminated under these rules shall forfeit all the privileges of Membership and all rights against the Club.

The Management, at its discretion, may, in case of any or all class of Members and in the interest of the Club and its Members, limit or forbid the use of any specific facilities; amenities etc. or otherwise regulate such use. When this occurs the Management will endeavor to give advance notice but there will be no liability whatsoever on the Management in this regard.

38. Facilities & amenities shall have specific timings of operations. The timings will be displayed on the notice board along with the charges, if any. Members are requested to book the facilities well in advance to avoid inconvenience. Bookings are on first come first served basis.
39. The Management at its discretion may, in the interest of economic and efficient management of the Club, limit the period, hours or days on which any specific facilities, amenities, service or supplies may be made available.
40. The Management at its discretion may otherwise exercise such control over the users of such facilities etc., as may be expedient or necessary in the larger interest of the Club.
41. Members and guests are not allowed to use the Club paid employee for their personal work.
42. NOTICE BOARDS

All notices, circulars and memorandum issued by the Management from time to time shall be put on the notice board for information of the Members. All the Members of the Club shall be deemed to have read and understood such notices and circulars from the time they are first published on the notice boards.

43. CLUB ADDRESS:
 - . No Member shall use or give the Club address in any advertisement or use such an address for his business purpose or for any other personal or commercial purpose.
 - i. The address, contact details & e-mail id given by the Members in the application form shall be registered with the Club and all communications will be sent on such address only. In case of any change in address or shifting to a new address, the Member concerned shall intimate in writing to the Management for the purpose of recording such change.
 - ii. Notices/ Communications sent to a Member at such address registered with the Club shall be deemed to have been received by him/ her on the expiry of two days after the date of its posting or sent by courier. The relevant entry in the book maintained by the Management shall be sufficient evidence of posting or sending a letter by courier. In case a Member who has not communicated such address and/ or whose letter has been returned undelivered at any time notice addressed to him / her and posted / displayed on the Club Notice board for not less than 72 hours shall be deemed to have been duly received by him/ her.