# **TPC KUALA LUMPUR**

# **BY-LAWS**

# (Version 01-2020)

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Note:
The Management shall have the right to amend and/or change the Rules & Regulations and By-Laws as and when it deems fit without prior notice.

## THE RULES & REGULATIONS

## 1.0 DEFINITIONS AND INTERPRETATION

In these Rules, unless the context otherwise requires, the following words and expressions shall have the following respective meanings:-

#### Board

The Board of Directors of the Company.

#### Company

Kuala Lumpur Golf & Country Club Berhad (KLGCC Berhad) and shall include its successors-in-title and persons deriving title thereunder.

#### Deed of Trust

The Deed of Trust dated the 5th day of March, 1993 as amended by the Supplemental Deed dated the 13th day of September, 1993, the Second Supplemental Deed dated the 7th day of April, 1994, the Third Supplemental Deed dated the 13th day of October, 1994, the Fourth Supplemental Deed dated the 14th day of April, 1995, the Fifth Supplemental Deed dated the 27th day of October, 1995, the Sixth Supplemental Deed dated the 31st day of October, 1997, the Seventh Supplemental Deed dated the 12th day of October, 1999, the Eighth Supplemental Deed dated the 6th day of July, 2000, the Ninth Supplemental Deed dated the 23rd day of March, 2001, the Tenth Supplemental Deed dated the 6th day of October, 2006, the Eleventh Supplemental Deed dated the 29th day of November, 2007, Twelfth Supplemental Deed dated the 25th day of February, 2010, the Thirteenth Supplemental Deed dated the 30th day of November, 2010, the Fourteenth Supplemental Deed dated the 6th day of September, 2013, the Fifteenth Supplemental Deed dated the 23rd day of May, 2014, the Sixteenth Supplemental Deed dated the 24th day of August, 2016, the Seventeenth Supplemental Deed dated 11th day of May, 2017 and an Eighteenth Supplemental Trust Deed dated 20th day of December, 2018 have been entered into between KLGCC Berhad, the Trustee and the several persons who acquire/have acquired Memberships in respect of the Club.

#### Guest

Any person who is not a Member of the Club and accompanying a Member of the Club.

## the Club / TPC Kuala Lumpur

The proprietary Club known as "Tournament Players Club Kuala Lumpur (TPC Kuala Lumpur)" located at Bukit Kiara, Kuala Lumpur and wholly owned and operated by KLGCC Berhad.

#### Licence

The non-exclusive right to enter the Club as a mere licensee of the Company to use and enjoy the facilities of the Club subject to the Rules & Regulations established by the Company in respect of the Club and the terms and conditions stipulated in the respective Licence Certificate issued by the Company.

#### Licence Certificate

A certificate issued by KLGCC Berhad evidencing the agreement entered into between KLGCC Berhad and the Member in respect of the membership granted to the Member upon and subject to the conditions therein contained.

#### Management

The management staff of the Company or such other body or persons to whom the Company has delegated the management of the Club.

#### Member's Family

A spouse, parent or child (including adopted child and step-child) of a Member.

#### Member or Members

Any person, whether individual or corporate, that has been granted a Licence and in the event of a corporation shall include its corporate nominees.

## Reciprocal/Affiliated Clubs

Clubs (whether proprietary or members club) who enter into arrangements (whether reciprocal or affiliated) with KLGCC Berhad in respect of the Club.

#### Trustee

MY Premier Trustee (Malaysia) Berhad (Company No. 719395-T) and includes its successors-in-title and permitted assigns

## 2.0 OWNERSHIP

- 2.1 The Club is a proprietary club which is wholly owned and operated by KLGCC Berhad. The year 1997 marked a milestone in the Club's history when the Club was acquired by Sime Darby, Malaysia's leading multinational conglomerate. Only persons (including but not limited to members of the public) who are invited or permitted by KLGCC Berhad shall be allowed to enter, use and enjoy the facilities of the Club upon such terms and conditions as KLGCC Berhad shall stipulate.
- 2.2 In relation to the Members, only those Members whose applications have been/are accepted by KLGCC Berhad and pursuant thereto, a Licence Certificate has been/is issued to each of the said Members by KLGCC Berhad shall be permitted to enter the Club to use and enjoy the facilities of the Club upon the conditions stipulated in the Licence Certificate. The Licence Certificate shall not confer on the Members any proprietary right or interest over any assets of the Club or KLGCC Berhad but shall confer upon them the right, as mere licencees of KLGCC Berhad, to enter into the Club to use and enjoy, in common with other Members and / or persons permitted by KLGCC Berhad, the facilities of the Club subject to the terms stipulated in the Licence Certificate.

## 3.0 OBJECTIVE

The objective of the Company is to establish and maintain a recreation centre providing facilities for golf, tennis, squash, swimming and such other forms of sporting, social and recreational activities as the Company may from time to time decide for the enjoyment of the Members, their families and such other persons as shall be permitted by the Company including tourists and Members of the public.

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#### **GENERAL HOUSE RULES**

## 1.0 CLUB HOUSE

Notice of the opening hours of the Clubhouse and the facilities of the Club shall be posted at conspicuous locations at the Clubhouse. The Management may alter or vary the opening hours of the Clubhouse or close any of the facilities of the Club or any part of the facilities of the Club for a particular occasion and/or for any reason whatsoever.

## 2.0 MEMBERSHIP

- 2.1 The Club shall have the following categories of Memberships:
  - Honorary
  - Individual
  - Term (Golf)
  - Term (Social)
  - Corporate
  - Bumiputra Individual
  - RSC Individual
  - RLC Individual
  - Privileged
  - Residential
  - Term Bumiputra (Golf)
  - Sime Darby Property
- 2.2 The Company shall be entitled to introduce and grant any other categories of Memberships at any time and from time to time and on such terms as the Company may at its absolute discretion decide subject nevertheless to the approvals of the relevant authorities and such restrictions as the Company may be bound.
- 2.3 Every Member will be issued a Membership card and at his/her request, to his/her spouse and up to a maximum of five (5) children above twelve (12) years old. Issuance of membership card is subject to the production of the requisite and valid documentary evidence and recent photographs. Children below twelve (12) years old will be given a Membership card upon approval by the Management. Such spouse and children of a Member shall observe and conform to the terms and conditions agreed between such Member with the Company and the Rules and Regulations of the Club. Such Member shall be fully responsible for the behaviour, conduct, acts, default, negligence or omission (whether willful or not) of their respective spouse and children and their observance of the terms and conditions agreed between such Member with the Company and the Rules and Regulations of the Club. In the event of any default, breaches, negligence, omission or non-observance of the said terms and conditions or Rules and Regulations of the Club by such spouse and/or children of a Member, such Member shall be liable and subjected to penalty and/or disciplinary action and/or suspension or termination of his/her Membership.
- 2.4 Membership cards of children shall automatically be invalidated upon the child attaining the age of twenty one (21) years and the invalidated Membership card must be returned to the Management.
- 2.5 Members and their dependants who have been issued Membership cards must carry their Membership cards whilst in the Club premises and must produce their Membership cards when requested to do so by an authorised employee of the Club.

- 2.6 Membership cards are the property of the Club and must be returned to the Club upon the termination, withdrawal or transfer of the Membership Licence.
- 2.7 Membership cards are strictly not transferable and may only be used by the person whose name appears on the card.
- 2.8 If a Member loses his/her Membership card, he/she must report such loss to the Management immediately, whereupon a new card will be issued and a fee levied.
- 2.9 Members shall acknowledge receipt of food, beverage, merchandise and service purchased and/or rendered by presenting their Membership cards and signing a charge ticket bearing their full name and Membership number.
- 2.10 Any service charge or tax chargeable under the Service Tax Act 2018 at the current standard prevailing rate of 6% or any other rate prescribed by law or imposed by the Government from time to time ("**SST**") if in force, shall be levied on all food, beverage purchased and/or service rendered.

## 3.0 CHILDREN / MINOR FAMILY MEMBERS

- 3.1 Unless accompanied by a parent or guardian, children under the age of twelve (12) years are not permitted in the Club.
- 3.2 Persons under the age of eighteen (18) years are not permitted in certain areas of the Club premises as shall be, from time to time, determined by the Management.
- 3.3 Persons under the age of eighteen (18) years are not permitted to consume alcoholic beverages and/or purchase or consume cigarettes and/or smoking of any kind in the Club premises.
- 3.4 Parents and guardians shall at all times be fully responsible for the behaviour and conduct of their children.
- 3.5 Children may only be permitted to sign for facilities or privileges if their parents have authorised them to have a Membership Card and have the signing rights.
- 3.6 The Management will not be responsible for any missing child or death or injury caused to or suffered by any child in the Club premises.

## 4.0 GUESTS

- 4.1 Members may, subject to the payment of such guest charges as shall be determined from time to time by the Management and the Rules and Regulations of the Club, introduce guests to the Club to use and enjoy the facilities of the Club on such days or time as the Management shall decide.
- 4.2 All guests must be referred by a Member prior to the usage of any of the facilities in the Club, failing which the Member shall be liable to pay double the amount of guest charges payable and be further subject to disciplinary action.
- 4.3 Members are responsible for their guests. Guests must be accompanied by their introducing Member host throughout their visit and when requested by authorised employees of the Club, identify themselves accordingly.
- 4.4 Members shall be responsible for all charges including taxes and interests, if any, incurred

- by their guests.
- 4.5 Guests are not permitted in such areas of the Club premises as shall be determined from time to time by the Management.
- 4.6 No Members shall introduce as their guest any person who has been suspended by the Management from entering and using the facilities of the Club or whose Licence has been withdrawn or terminated by the Management.
- 4.7 Notwithstanding the provisions set out above, the Management shall always reserve the right to deny any guest the privilege of or permission to enter, use and enjoy any of the facilities of the Club.

## 5.0 CONDUCT BY MEMBERS

- 5.1 Save for the caddies on the Golf Courses, tipping of the employees of the Club in terms of monetary and/or in kind is not permitted.
- 5.2 No employee of the Club shall be sent by any Member or his/her guests on any errand outside or within the Club premises except with the prior permission of the Management.
- 5.3 Members and their guests shall at all times conduct themselves with decorum and observe courtesy and the rules of etiquette in the Club premises.
- 5.4 Members and their guests shall at all times use the appropriate attire prescribed by the Rules herein and/or as posted from time to time on the Club premises when using the facilities of the Club.
- 5.5 Every Member will be issued with two (2) car stickers. Additional car stickers may be issued subject to the Management's discretion. Application for car sticker(s), whether for a new applications, renewal or replacement must be attached with a photocopy of the valid car registration card(s) in Member's name and the old car sticker(s) of the immediate prior year (except for first time application). The Management reserves the right to reject any application without providing any reason whatsoever.
- 5.6 Notwithstanding to Clause 5.5 above, the terms and conditions set out in the latest Car Sticker Application Form shall prevail.
- 5.7 Car stickers shall be for the exclusive use of the Members own vehicle(s). The car sticker shall remain the property of the Club and it must be returned to the Club if any Member has their Membership withdrawn and/or terminated for any reason whatsoever.
- 5.8 Vehicles waiting to pick up passengers may park at the designated parking bays and should not obstruct the entrance to the Clubhouse. No vehicle is to be left unattended at any time.
- 5.9 Members and their drivers are to comply with traffic and parking directions indicated or given by the Security Personnel, or be subject to the vehicle being clamped without prior notice. A fee to be determined by the Management, will be imposed to unclamp such vehicle.
- 5.10 Vehicles must be driven carefully and diligently within the Club's compound.
- 5.11 Parents of young children must ensure that they do not wander around the car park, drive ways and areas which are at risk of danger.

- 5.12 No Member shall remove any newspaper, magazine, periodical or moveable property of the Club placed in the Club premises without prior permission of the Management.
- 5.13 Any Member or guest who breaks or damages the property of the Club placed in the Club premises will be held responsible for such damages, the amount of such cost of damages shall be assessed by the Management whose decision shall be final.
- 5.14 Members shall refrain from making any noise, causing any nuisance or doing any act which may, in the opinion of the Management or Members, create annoyance to the other Members and their guests.
- 5.15 No employee of the club shall be reprimanded or punished by a member or his/her guest.

## 6.0 ABSENT MEMBER

- 6.1 Any Member may apply to be an Absent Member in the circumstances and subject always to the following conditions:
  - (a) who leaves West Malaysia for a continuous period of not less than six (6) months may, subject to at least thirty (30) days prior notice in writing and stating reasons for absent status:
  - (b) the Member must settle all outstanding dues and current charges to the Club prior to the Management's approval for his/her absent period.
  - (c) the application must be accompanied by an advance payment of subscription for six(6) months at the prescribed rate determined by the Management.
  - (d) documentary evidence of such departure, satisfactory to the Management.
- 6.2 The Member's status as an Absent Member will be reviewed every twelve (12) months and any extension of his/her status as an Absent Member will be permitted only after the Absent Member pays a further six (6) months advance payment at the prescribed rate.
- 6.3 An Absent Member shall be liable to pay such reduced subscription fee as shall be determined by the Management from time to time for the duration of his/her absence.
- 6.4 An Absent Member shall notify the Management upon his/her return to Malaysia and subject to his/her settlement of all outstanding dues may resume the privilege of using and enjoying the facilities of the Club.
- 6.5 An Absent Member who returns to use the facilities of the Club during his/her period of absence shall be removed from the Absent Members' List and thereafter liable to pay the full subscription fee immediately.
- 6.6 In the case of Corporate Members, neither the corporation nor its nominee(s) shall be eligible to be placed on such list of Absent Members.
- 6.7 Only Term (Golf) Members of ten (10) years or twenty (20) years who are natural persons shall be eligible to be placed on such list of Absent Members. For the avoidance of doubt:
  - (a) Term (Golf) Members of one (1) year or three (3) years who are natural persons; and

- (b) all Term (Golf) Members which are corporations and their nominee(s), shall not be eligible to be placed on such list of Absent Members.
- 6.8 Term (Social) Members shall not be eligible to be placed on such list of Absent Members.
- 6.9 All Term Bumiputra (Golf) Members shall be eligible to be placed on such list of Absent Members.

## 7.0 MEMBERS' ACCOUNT

- 7.1 Members are required to pay refundable deposit of Ringgit Malaysia Three Thousand (RM3,000.00) upon application for Membership. In the event of any refund of the aforesaid deposit is to be made to the Members, such refund of the aforesaid deposit or any part thereof shall be free from any interest whatsoever.
- 7.2 Members shall punctually pay monthly subscription fees to the Club, the amount whereof to be determined by the Management from time to time.
- 7.3 Members who are suspended by the Board will continue to be liable for the monthly subscription fee.
- 7.4 All charges incurred by a Member at the Club shall be compiled at the end of every month and a statement of account on the same shall be sent to the Member who shall be required to pay all charges by the twenty-sixth (26<sup>th</sup>) day of the following month.
- 7.5 Members shall settle their accounts on or before the date stipulated in their monthly statement of accounts failing which a late payment charge at such rate as the Board shall determine shall be imposed.
- 7.6 Members who are in arrears with their subscription fee and/or other charges for a period of sixty (60) days commencing from the due date of payment may be listed, at the Board's sole and absolute discretion, as a defaulter under the List of Defaulters posted at a conspicuous part of the Club.
- 7.7 Members who continues to fail to pay their subscription fee and/or other charges in arrears for more than a period of ninety (90) days from the due date of payment shall be debarred, at the discretion of the Board, from entering the Club premises, participating in or using any of the privileges, amenities and facilities of the Club.
- 7.8 The Board may withdraw the Licence of any Member who continues to fail to pay his/her outstanding subscription fee and/or other charges for a continuous period of six (6) months and fails to give a satisfactory explanation for his non-payment after having given him/her fourteen (14) days' notice in writing to pay the outstanding sums. Such notice shall be deemed given on the third (3<sup>rd</sup>) day following posting by ordinary post to the address of such Member as stated in the Register of Members. Upon such withdrawal, Regulation 10.0 shall be applicable but without prejudice to the right of the Management to:-
  - (a) recover all monies due from him/her to the Club; and
  - (b) if following the withdrawal of the defaulting Member's license pursuant to Regulation 7.8 (a) above, the defaulting Member continues to fail to pay his/her outstanding subscription fees and/or charges for a continuous period of six (6) months after the date of such withdrawal, terminate the License of the defaulting Member after having given him/her fourteen (14) days' notice in writing to pay the outstanding sums. Such notice shall be deemed given on the third (3<sup>rd</sup>) day following posting by ordinary post

to the address of such Member as stated in the Register of Members. Upon such termination, Regulation 9.0 shall be applicable.

- 7.9 If after the withdrawal of a License for the reason set out in Regulation 7.8 (a) but before the termination of such License as set out in Regulation 7.8 (b), a Member shall have paid in full all monies due from him/her to the Club, the Board may, at its absolute discretion, at the request of the Member, reinstate the Member subject always that the Board shall be entitled to reserve the right to refuse such reinstatement without giving any reason whatsoever.
- 7.10 The Board shall be entitled at any time at its sole and absolute discretion to request any Member to pay such sum as shall be stipulated by the Board to secure his/her due and punctual payment of subscription fee and/or charges payable by him/her.
- 7.11 With respect to any Member, the Board may, in its absolute discretion, suspend or reduce any subscription fees and/or charges due or payable by such Member for such period or periods as the Board may in its absolute discretion determine.
- 7.12 Any Member whom Membership has been suspended, shall for the duration of suspension forfeit all rights to enjoy the facilities and privileges as a Member of the Club. Suspended Members shall continue to be liable for all debt or sum due unpaid by him/her to the Club.

## 8.0 FORFEITURE OF ADVANCE PAYMENT

Unless otherwise decided by the Management, upon the occurrence of any of the events set out below, the Management shall be entitled, at its absolute discretion, to terminate the License granted to such person and in the event an Advance Payment has been paid thereon then, upon such termination, such portion of the Advance Payment for the unexpired term of the License shall be forfeited by the Management as liquidated damages and the Member shall have no claims against the Management/Club in respect of the said portion and all other monies owing by the Member shall immediately become due and payable:-

- (a) if the Member is convicted of any offence involving violence or dishonesty or shall suffer imprisonment for any reason whatsoever; or
- (b) if the member becomes an enemy alien; or
- (c) if the Member leaves the country to escape criminal proceedings; or
- (d) if the Member's Membership is terminated in accordance with Regulation 7.8 (b); or
- (e) if the Member fails to make or defaults in making any payment or any instalment thereof in respect of the Membership Fee or any fees payable for any conversion of Membership or any part thereof pursuant to such payment schemes in respect of the same as the Board may from time to time implement, within sixty (60) days of such payment falling due.

#### 9.0 WITHDRAWAL OF LICENCE

- 9.1 Unless otherwise decided by the Board, the Licence granted to a Member shall be withdrawn upon occurrence of any of the following events:-
  - (a) a Member (a natural person) is adjudicated a bankrupt or makes composition or arrangements with his creditors, or being a company enters into liquidation whether

- (b) a Member is subjected to disciplinary action pursuant to Regulation 10 and following disciplinary proceedings the Board or committee decides to withdraw the Licence of such Member, or
- (c) following the suspension of a defaulting Member, such Member continues to fail to pay his subscription fees and/or charges in arrears for a continuous period of ninety (90) days from the date of suspension and fails to give a satisfactory explanation for his non-payment after having given him fourteen (14) days' notice in writing to pay the outstanding sums. Such notice shall be deemed given on the third (3rd) day following posting by A.R. registered post to the address of such Member as stated in the Register of Members,

and upon such withdrawal of the Licence, the right of entry into the Club granted to him by the company shall cease and the company shall have the right to recover all monies due from the Member to the company.

- 9.2 In the event that the License withdrawn aforesaid is a Transferable License, notwithstanding such withdrawal, the Annual License Fee, if payable thereon, and subscription fee shall continue to be payable by the Member until such time that the said License lapses or is transferred to a transferee, who is approved by the Board and upon such transfer, the transferee of the said Licence shall pay to the Company an Advance Payment not exceeding the total amount of the annual licence fee payable for the remaining period of the term of the Licence and upon such payment thereof, the Company shall repay to the transferor such portion of the Advance Payment paid by him for the unexpired portion of the term of the Licence granted to him.. In the event that the delinquent Member shall fail or refuse to pay the subscription fee payable, a late payment charge at such rate as the Board shall determine shall be imposed on the outstanding sum until full payment thereof.
- 9.3 If after the withdrawal of a Licence for the reason set out in Regulation 9.1(c) above but before the termination of such Licence following the withdrawal of a defaulting Member's Licence due to failure to pay his subscription fees and/or other charges in arrears, a Member shall have paid in full all monies due from him to the Company, the Board may, at its absolute discretion, at the request of the Member, reinstate the Member subject to payment of a reinstatement fee and Subject Always That the Board shall be entitled to reserve the right to refuse such reinstatement without giving any reason whatsoever.
- 9.4 A Member whose Licence has been withdrawn under Regulation 10.1 below shall thereafter no longer be entitled to enter the Club and/or to use and enjoy the facilities of the Club and shall only be eligible to re-apply for a Licence subject to the approval of the Board, which approval may be withheld at the absolute discretion of the Board.

## 10.0 DISCIPLINARY ACTION

- 10.1 Any Member who acts in any manner prejudicial to the interests of the Club or the other Members or shall breach any Rule and/or Regulation of the Club may be subjected to disciplinary proceedings conducted by the Company in the following manner:-
  - (a) The Management shall determine whether there is sufficient evidence or grounds to justify calling on the delinquent Member to answer any allegations or charges made against him and if in the affirmative, the Management shall give a notice in writing to such Member informing him of the allegations or charges made against him and requiring him to attend a meeting of the Board or a committee, if such powers have

been delegated to the committee in relation to the allegation and charges made against the Member.

- (b) At such meeting, the Member concerned shall have the right to be heard.
- (c) The Board or committee may at the conclusion of such meeting:
  - (i) suspend the Member;
  - (ii) withdraw the Licence of such Member; or
  - (iii) impose any other penalty deemed fit,
- 10.2 A Member whose Licence has been withdrawn under Regulation 10.1 above shall thereafter no longer be entitled to enter the Club and/or to use and enjoy the facilities of the Club and shall only be eligible to re-apply for a Licence subject to the approval of the Board, which approval may be withheld at the absolute discretion of the Board.
- 10.3 Whenever the provisions in this Regulation 10 refer to 'Members' the same shall apply to such spouse and children of a Member unless the context otherwise provides.
- 10.4. Any Member who is aggrieved by the decision of the Disciplinary Committee pursuant to Regulation 10.1(e) may within fourteen (14) days from the date of the letter communicating the decision submit an appeal to the Board.

## 11.0 SUSPENSION

11.1 Any Member who is suspended pursuant to Regulation 7.7 or by the Board pursuant to Regulation 10.1, shall be debarred from entering the Club premises and/or using and enjoying the privileges, amenities and facilities of the Club. For the avoidance of doubt, such Member shall continue to hold his/her Licence and the Rules and/or Regulations of the Club shall continue to apply to him. In particular and without prejudice to the generality of the foregoing, any Member who is suspended by the Board or committee will continue to be liable for payment of the monthly subscription fee and/or other charges.

## 12.0 POWERS OF THE BOARD

- 12.1 The Board shall have full power to make, alter, add to or repeal these Rules. Such Rules so made, added to, altered or repealed shall come into operation at such time as determined by the Board.
- 12.2 The Board shall have full power to decide on all matters relating to the management of the Club and all matters arising out of or not covered by these Rules. The decision of the Board on the above-mentioned matters shall be final.
- 12.3 The Board shall have the power, at its sole and absolute discretion, to appoint a minimum of three (3) suitably qualified persons to sit as Special Committee to hear appeals from members pursuant to Regulation 10.4. The decision of the Special Committee shall be final and binding on the Member.

#### 13.0 LIAISON COMMITTEE

13.1 The Liaison Committee shall comprise of members of the Club elected during the annual general meeting by Members and the representatives from the Management of TPC Kuala Lumpur.

The committee shall comprise the following office bearers:

- (a) Chairman
  - (To be elected by Committee from among themselves)
- (b) Committee Members (Members' Representatives elected by Members during AGM)
- 13.2 The objectives of the Liaison Committee shall be to:
  - (a) establish a channel of communication between the Company and the Members.
  - (b) the Liaison Committee shall be entitled to inform the Trustee of their views on the activities of the Club Provided Always and it is HEREBY EXPRESSLY stipulated that the Liaison Committee shall NOT at any time be deemed to be vested with any rights or power in the management of the Club nor to enforce the provisions of the Trust Deed without the Trustee's consent.
  - (c) have regular meetings or discussions and provide advice/recommendation to the Management in the areas within their limits.
- 13.3 The Liaison Committee shall consist of five (5) Members who shall be appointed from amongst the Members at an annual general meeting of TPC Kuala Lumpur.
- 13.4 The Liaison Committee members shall be appointed to the Liaison Committee for a period of one (1) year commencing from the date of their appointment.
- 13.5 The powers of the Liaison Committee are subject to the following limitations:
  - (a) no members of the Committee shall give any warranty and/or any representation to any person(s) without prior written consent of the Management.
  - (b) no members of the Committee shall enter into any transaction or agreement for or on behalf of the Company. Any transaction or agreement to be entered into with any other party in relation to any objective to be carried out by the Liaison Committee herein must be executed by authorized personnel of the Management only.
- 13.6 Members of the Liaison Committee shall use their best endeavors to carry out their functions within the limits of the Terms of Reference (TOR) and powers set out therein.
- 13.7 Notwithstanding the terms set out in the TOR, the Company reserves the right to vary, alter or withdraw at its absolute discretion any of the terms in the TOR or powers at any time with or without assigning any reason whatsoever.

## 14.0 DISCIPLINARY COMMITTEE

- 14.1 The Disciplinary Committee shall comprise of representatives amongst Members, and the chief executive officer or senior management of TPC Kuala Lumpur;
- 14.2 The chairman of the Disciplinary Committee shall be elected amongst members of the Disciplinary Committee;
- 14.3 The objectives of the Disciplinary Committee shall be to:
  - (a) instill and promote good discipline, conduct and harmony among all Members of the Club;
  - (b) recommend or propose to the Management for its consideration any improvement or amendment to the Club Rules and Regulations; and,

- (c) carry out any inquiry relating to the discipline of Members and recommend disciplinary actions, if any, to be taken against any delinquent Member.
- 14.4 A chairman and a minimum of two (2) Committee Members comprising Members, and the chief executive officer or Senior Management representative, will be appointed by the Management.
- 14.5 The chairman and committee members shall be appointed as the Disciplinary Committee for a period of one (1) year commencing from their date of appointment.
- 14.6 Unless otherwise advised in writing by the Management, the chairman and committee members to the Disciplinary Committee shall automatically be terminated on the date of expiry of their appointment provided always that they shall be eligible for reappointment for the following year.
- 14.7 Notwithstanding the terms of appointment set out above, the chairman and committee members may be removed by the Management from the Disciplinary Committee:
  - (a) if absent without reasonable excuse for three (3) consecutive Disciplinary Committee meetings.
  - (b) ceases to be a Member.
  - (c) resigns by notice in writing to the Management.
  - (d) is relinquished of his/her appointment by the Management.
- 14.8 Upon the removal of chairman and/or committee members from the Disciplinary Committee by the Management under Regulation 14.7 above, the Management may coopt any other Member to fill the vacant position until the end of term.
- 14.9 The procedure of meetings and conduct of meetings of the Disciplinary Committee will be carried out in such manner as the Disciplinary Committee shall determine by majority.
- 14.10 The procedure of conducting an inquiry into an alleged misconduct by a Member shall be:
  - (a) upon receipt of an official complaint or report of misconduct, the Management shall acknowledge the receipt of the complaint and forward the complaint to the Disciplinary Committee.
  - (b) the Disciplinary Committee shall ascertain the seriousness of misconduct and may wish to conduct an inquiry into the misconduct.
  - (c) where necessary, any inquiry shall be arranged giving the alleged Member a fair chance to present his/her case with witness, where applicable. Notice shall be served twenty-one (21) days' in advance.
  - (d) the Disciplinary Committee shall deliberate and decide on the verdict after the inquiry. All decisions and recommendations shall be forwarded to the Management for further endorsement and action.
  - (e) the alleged Member, if found guilty shall have the avenue of appeal by submitting same to the Management within fourteen (14) days of receipt of the verdict.
  - (f) all decisions of the Management and Disciplinary Committee shall be final.

- 14.11 The quorum for any meeting and inquiry of the Disciplinary Committee shall be three (3) comprising either chairman and one committee member or two (2) committee members and one of the ex-officio.
- 14.12 Subject to the Disciplinary Committee complying strictly with the TOR set out above, the Management hereby confer the following powers to the Disciplinary Committee:
  - (a) to assist the Management in overseeing the good performance and discipline of all Members.
  - (b) to assist the Management in implementing and enforcing all the By-laws of the Club.
  - (c) to conduct inquiries and recommend to the Management disciplinary actions to be taken against Members' indiscipline and misconduct.
- 14.13 The powers conferred to the Disciplinary Committee are subject to the following limitations:
  - (a) neither the Disciplinary Committee nor any member of the Disciplinary Committee shall give any speech, statement and/or representation to any person(s) without the prior written consent of the Management.
  - (b) neither the Disciplinary Committee nor any member of the Disciplinary Committee shall enter into any transaction, agreement and/or commitments to be entered into with any other party in relation to any objective to be carried out by the Disciplinary Committee herein. Such entry into any transaction, agreement and/or commitments must be executed by an authorised personnel of the Company only.
- 14.14 Members of the Disciplinary Committee shall use their best endeavors to carry out their functions within the limits of the TOR and powers set out herein.
- 14.15 Notwithstanding the terms set out in the TOR, the Company reserves the right to vary, alter or withdraw at its absolute discretion any of the terms in the TOR or power set out above at any time with or without assigning any reason whatsoever.

## 15.0 MEMBERSHIP COMMITTEE

- 15.1 The Membership Committee shall comprise of representatives from Members and the General Manager:
  - (a) Chairman
  - (b) Committee member
  - (c) Chief executive officer
- 15.2 The objectives of the Membership Committee shall be to:
  - (a) deal with membership matters in accordance with the Deed of Trust, Rules & Regulations and By-Laws of the Club, and any directions which may be given by the Board from time to time.
  - (b) review all applications for memberships, to decide whether any candidate should be admitted or rejected.
  - (c) formulate a prescribed code of conduct for Members and to suggest any revisions from time to time, for the better administration of the Club's Membership affairs.
- 15.3 The members shall be appointed to the Membership Committee for a period of one (1)

- year commencing from their date of appointment, or as per the period stated in the appointment letter.
- 15.4 Unless otherwise advised in writing by the Management, the appointment of the members to the Membership Committee shall automatically be terminated on the date of expiry of their appointment provided always that they shall be eligible for reappointment for the following year.
- 15.5 Notwithstanding the terms of appointment set out above, the Committee Members may be removed by the Management due to the following:
  - (a) if absent without reasonable excuse for three (3) consecutive meetings.
  - (b) ceases to be a Member.
  - (c) resigns by notice in writing to the Management.
  - (d) is relinquished of his appointment by the Management.

Upon the removal of members from the Membership Committee by the Management under this clause, the Management may co-opt any other member to fill the vacant position until the end of the term.

- 15.6 The Membership Committee shall meet as often as may be necessary for the despatch of its business, but in any event at least once in a month to consider any application from any eligible person to be a Member.
- 15.7 The procedures and conduct of meetings will be carried out in such manner as the Membership Committee shall determine.
- 15.8 In the absence of any provision to the contrary, two members of the Membership Committee shall form a quorum.
- 15.9 Subject to the Membership Committee complying strictly with the TOR set out herein, the Membership Committee shall be delegated with the following powers:
  - (a) deal with each application for membership in order of its receipt by the Club:
  - (b) in determining whether a candidate be elected to membership, the Membership Committee shall take into account inter alia the primary objects of the Club as set out in the Deed of Trust and the past practices of the Club in admitting any person to membership. Subject as aforesaid, the Membership Committee shall be entitled to use such criteria as it generally deems fit to determine the fitness of a person for membership.; and,
  - (c) the Membership Committee may at its discretion request any candidate for membership to attend to an interview prior to his election.
- 15.10 The powers conferred to the Membership Committee are subject to the following limitations:

- (a) neither the Membership Committee nor any member of the Membership Committee shall give any speech, statement and/or representation to any person(s) without the prior written consent of the Management.
- (b) neither the Membership Committee nor any member of the Membership Committee shall enter into any transaction, agreement and/or commitments to be entered into with any other party in relation to any objective to be carried out by the Membership Committee herein, Such entry into any transaction, agreement and/or commitments must be executed by an authorised personnel of the Company only.
- 15.11 Members of the Membership Committee shall use their best endeavors to carry out their functions within the limits of the TOR and powers set out herein.
- 15.12 Notwithstanding the terms set out in the TOR, the Company reserves the right to vary, alter or withdraw at its absolute discretion any of the terms in the TOR or powers at any time with or without assigning any reason whatsoever.

## 16.0 MANAGEMENT

16.1 No Member shall have the right to participate in the Management of the Club.

## 17.0 HANDICAPPING & TOURNAMENT RULES COMMITTEE

17.1 The members of Handicapping & Tournament Rules Committee shall comprise of representatives amongst Members, the Chief Executive Officer, Senior Manager and Golf Manager from TPC Kuala Lumpur.

(a) Committee (Members' Representatives)
 (b) Committee (Chief Executive Officer)
 (c) Committee (Senior Manager)

(d) Committee (Golf Manager)

- 17.2 The chairman of the Handicapping & Tournament Rules Committee will be selected amongst members of the Handicapping & Tournament Rules Committee and the appointment will be done by the Management.
- 17.3 The objectives of the Handicapping & Tournament Rules Committee shall as follows:
  - (a) administration and oversight of the Club's golf tournaments as well as providing valuable independent support to the Management when handling disputes amongst tournament participants.
  - (b) monitoring and ensuring the correct administration of Club's handicapping process as per the World Handicapping System. In addition, conducting handicap review and recommend withdrawing and reinstatement of a golfer's handicap index.
  - (c) oversight of the Club Tournaments i.e. matters pertaining to establishing tournament rules, refereeing decisions, handicap decisions, correct application of The R&A Rules of Golf and Local Rules.
- 17.4 Working committees shall comprise of a minimum of one (1) Member and Management staff who will be appointed by the Management.
- 17.5 The Handicapping & Tournament Rules Committee shall be appointed by the Management for a period of one (1) year commencing from their date of appointment.

- 17.6 Unless otherwise advised in writing by the Management, the Handicapping & Tournament Rules Committee shall automatically be terminated on the date of expiry of their appointment provided always that they shall be eligible for reappointment for the following year.
- 17.7 Notwithstanding the terms of appointment set out above, the Handicapping & Tournament Rules Committee may be removed by the Management from the Handicapping & Tournament Rules Committee Members:
  - (a) if absent without reasonable excuse for three (3) consecutive Handicapping & Tournament Rules Committee Meetings.
  - (b) ceases to be a Member.
  - (c) resigns by notice in writing to the Management.
  - (d) is relinquished of his appointment by the Management.
- 178 Upon the removal of Handicapping & Tournament Rules Committee by the Management under Regulation 17.7 above, the Management may co-opt any other Member to fill the vacant position until the end of term.
- 17.9 The position of Handicapping & Tournament Rules Committee requires a substantial amount of time and a basic knowledge of the World Handicap System (WHS) & Rules of Golf. The duties and responsibilities of the Handicapping & Tournament Rules Committee are as follows:
  - (a) to establish local rules and tournament rules that are in accordance to the Rules of Golf as approved by the R&A Rules Limited and the Local Rules as approved by the Management.
  - (b) to examine results of competitions.
  - (c) the Handicapping & Tournament Rules Committee must verify that all acceptable scores are reported for handicap purpose, and recorded scores are available for peer review.
  - (d) the Handicapping & Tournament Rules Committee has the responsibility for obtaining the scoring record of a new Member. The Handicapping & Tournament Rules Committee may seek the scoring record through the player's previous golf club, authorized MGA or by communicating directly with the player.
  - (e) the Handicapping & Tournament Rules Committee must review the accuracy of scoring records and information entered by any computation service. If errors exist, the Handicapping & Tournament Rules Committee must investigate and inform the authorized MGA which must correct the scoring record as soon as practical and no later than the next revision date.
- 17.9 The Members of the Handicapping & Tournament Rules Committee shall use their best endeavors to carry out their functions within the limits.

#### 18.0 RECIPROCAL/AFFILIATED CLUBS

18.1 The Company may with the prior consent of the Trustee, from time to time enter into arrangements with other clubs for Members of the Club to use the facilities of the Reciprocal/Affiliated Clubs, upon such terms and conditions as shall be agreed upon between the Company and the Reciprocal/Affiliated Clubs. It is emphasised that such arrangements may not be perpetual and may be subject to termination by either the Company or the Reciprocal/Affiliated Club. In the event of termination of any such arrangement, the Company will inform the Members of such termination within a period of thirty (30) days and the Company shall not be liable to any Member whatsoever should it fail to obtain an equivalent replacement.

#### 19.0 CAR STICKERS & CAR PARK

- 19.1 A Member (licence holder) is entitled to a maximum of two (2) stickers and may apply for additional stickers at the Club Management's discretion and due compliance with the terms of these By-Laws. The Club stickers are issued for identification purposes and do not confer upon vehicles bearing such stickers an automatic right of entry into the Club premises.
- 19.2 Every application for a sticker must be made by the Member submitting to the Club a completed application form prescribed by the Club.
- 19.3 Application for car sticker(s) whether for a new application renewal or replacement MUST be attached with the following:
  - (a) a photocopy of the vehicle registration card(s) in Member's name.
  - (b) the old car sticker(s) of the immediate prior year (except for first time application).

The Management reserves the right to reject any application without providing any reason.

- 19.4 Upon approval of an application, a Member shall be issued the stickers applied for only after he/she has paid such cost therefore as may from time to time be determined by the Management and also other dues as may then be due from him/her to the Club. The Club may issue new stickers to replace any lost stickers by imposition of a penalty as determined by the Management.
- 19.5 The car sticker issued shall be valid for a period as provided therein. A Member may request for replacement of car sticker before the expiry of the said car sticker due to change of vehicle ownership, any loss or damage to the car sticker subject to the abovementioned conditions. Replacement charges will also be imposed for any renewal or replacement which is not supported with the old car sticker.
- 19.6 A Member may authorize a representative to collect the car sticker(s) on the Member's behalf provided that the representative submits the original copy of this Application Form duly signed by the said Member. The Club shall not be responsible for any loss suffered or damages incurred by any Member in any manner whatsoever due the said authorization by the Member. The Member shall also, at all times be responsible for the conduct of the representative.
- 19.7 Charges will be imposed for **replacement** of a car sticker. Any application for replacement without returning the previous car sticker will be considered as loss/damage of car sticker.
- 19.8 Members shall display the valid club stickers on the front windscreen of their vehicles for easy identification.

- 19.9 Members are responsible for the safe custody of the stickers issued to them. These stickers must be returned to the Club without any refund of the cost:
  - (a) When they dispose of their vehicle(s); or
  - (b) When they cease to be members of the Club; or
  - (c) On demand by the Management

Penalty charges will be imposed for any lost/damaged or any failure of returning each car sticker to the Club.

- 19.10 Application & collection of car sticker(s) **MUST** be made at Membership Department Office only.
- 19.11 Pursuant to Regulation 19.1, the issuance of car sticker does not confer an automatic right of entry to the Club. Any car sticker(s) issued by the Club to Members cannot be duplicated, loaned to any third party or affixed to any other vehicle. The Club reserves the right to refuse any vehicle (including those bearing the car sticker) from entering the Club premises due to any misuse of the car sticker.
- 19.12 All vehicles permitted to enter the Club shall be parked in respective designated lots or as directed by authorised Club employee or security personnel. Only vehicles with current car stickers are allowed to park at designated lots for Members regardless whether the vehicle(s) belong to Members or otherwise or driven by Members.
- 19.13 All drivers of any vehicle entering into the Club premises must obey these By-Laws, observe all rules and etiquette and accord due courtesy to Members and other visitors to the Club, not cause any obstruction to any party and comply with all such other regulation as may be enforced by the Club from time to time.
- 19.14 Without prejudice to any other rights or remedies available to it including the right to take disciplinary action against any infringing Member, the Club may impose a fine of up to five hundred and thirty (RM530 inclusive of 6% SST) for each instance of contravention, on any Member or other person who breaches any of these By-Laws or any other regulations as to parking or the control of any vehicle within the Club that may from time to time be in force.
- 19.15 The Members shall at all times ensure the due observance of the terms and conditions stipulated herein and the Club's By-Laws in relation to Car Stickers & Car Park. The Club may impose a penalty of up to RM530 (inclusive of 6% SST) for any and each contravention or take disciplinary action, which includes but is not limited to a suspension of membership, to any Member(s) who is in breach of the terms and conditions herein and the Club's By-Laws.
- 19.16 Vehicle belonging to any Member(s) or person(s) if found to be indiscriminately or wrongfully parked, will be clamped and only be released upon paying a RM53 (inclusive of 6% SST) fine.
- 19.17 The Club shall have the right to use all parking lots including the designated parking lots for Members and Committees within the Club's compound for any big tournaments or special events held at the Club. The Club shall not be liable under any circumstances to any persons for any personal injury or death, or for any loss or damage of/or to any vehicle, its accessories or contents to any other property whatsoever while such vehicle is in any part of the Club premises.

19.18 The Club Management may, in its absolute discretion, determine any charges in relation to Regulations 19.0 without prior notice.

## 20.0 GENERAL

- 20.1 The operation hours for the clubhouse are from 7.00am to 11.00pm daily. The operation hours may change at the discretion of the Management.
- 20.2 Child minders employed by Members may only accompany young children to such places as permitted and determined by the Management.
- 20.3 The Club shall not be liable for any injury whatsoever and however caused to a Member or dependent(s) or his/her guest(s), his/her caddy or to any other person.
- 20.4 Parking in the Club's premises is at the owner's risk. The Club does not accept any responsibility for any loss, damage or injury whatsoever and howsoever caused to any vehicles, its occupants, or its contents while parked at the Club's premises.
- 20.5 Members are not permitted to fish in any of the lakes or ponds at the Club's premises except as permitted by the Management.
- 20.6 Walking around barefooted is not permitted anywhere in the Club premises, except around the swimming pool area and the changing rooms.

## 21.0 NOTICE TO MEMBERS

- 21.1 All notices given by the Club shall be in writing and shall be sent to the address of a Member as stated in the Register. It is the responsibility of each Member to notify the Club promptly of any change in his/her address. The Club is not responsible for and shall not be liable for any late or loss notices which has been sent to the address of a Member as stated in the Register of Members. In addition to giving of notice by sending a written notice to the addresses of Members, notices to Members by the Club may also be given by posting a written notice on the notice board of the Club for at least seven (7) days and if so posted, is deemed to be duly given at the expiry of such seven (7) days' period. Notices shall be deemed to have been received if sent to the address of the Member once sent out:
  - (a) if delivered by hand, at the time of delivery;
  - (b) if delivered by post, within two (2) days after date of posting;
  - (c) if delivered by facsimile transmission, immediately on transmission upon receipt of transmission OK; or
  - (d) if delivered by electronic mail, on the date of receipt of the electronic mail confirmation report or the date of transmission if no delivery failure message is received.

## 22.0 MISCELLANEOUS

- 22.1 No Member or his/her guest is allowed to enter the service rooms, kitchens, employee's quarters, filtration plant, pump room or any such prohibited areas under any pretext whatsoever unless otherwise permitted by the Management.
- 22.2 No Member shall display any posters, notices, etc. in any part of the Club premises without the prior permission of the Management.

- 22.3 No employee of the Club shall be reprimanded or punished by a Member or guest.
- 22.4 Any complaint made against an employee of the Club must be referred to the Management.
- 22.5 No food or beverage other than those served by the Management at the Club premises may be brought into any part of the Club premises unless otherwise permitted by the Management.
- 22.6 Chewing of tobacco, gum, tobacco products or betel leaves and/or consumption of illicit drugs is strictly prohibited in the Club premises. Smoking is permitted at designated area as determined by the Management.
- 22.7 Unless otherwise permitted by the Management, no Member shall be allowed to play in the Club premises any radios, transistors or musical instruments, which in the opinion of the Management may cause nuisance or annoyance to other Members of the Club and/or their guests.
- 22.8 Sports Equipment, which is not approved by the Management, shall not be used in the Club premises.
- 22.9 No Member or his/her guests shall bring any animal into the Club premises.
- 22.10 A Member's or his/her guest's drivers or bodyguards of a Member or his/her guest shall be confined to designated areas of the Club premises and shall not be permitted to use any of the facilities and amenities of the Club.
- 22.11 Neither the Club nor the Management shall be liable for the loss or damage to any article or property brought upon the Club premises by a Member, his/her spouse, children or guests. Members who leave articles of clothing or personal property in any part of the Club premises shall do so solely at their own risk.
- 22.12 Any articles of valuable found in the Club premises will be kept in the Security Office. If any article is not claimed within three (3) months of it being found, it may be disposed and/or otherwise deal with by the Management in a manner at its own discretion.
- 22.13 Neither the Club nor the Management shall be liable 'for any injury or damage whatsoever caused to a Member, his/her spouse, children or guest or to any other person.
- 22.14 The Management shall have the right to remove any person from the Club premises who is, in the opinion of the Management, conducting or carrying out any activity, which in the opinion of the Management, amounts or may amount to a nuisance.
- 22.15 In accordance to the Malaysia Government enforcement on the smoking law starting from 1 January 2019, smoking and vaping are prohibited at the Club premises, with exception of the designated smoking area provided by the Club.
- 22.16 The Management from time to time and at any time reserves the right to change and/or amend and/or vary this By-Laws at the Management's sole discretion.

#### **CLUB FACILITIES**

#### **1.0 GOLF**

- 1.1 The rules of the game of golf shall be those currently adopted by the R & A Rules Ltd. (R&A Rules) and the United States Golf Association (USGA).
- 1.2 Local rules shall be printed on the scorecard and changes shall be posted on the golf notice board from time to time.
- 1.3 The Management may, at its absolute discretion, delegate any of its powers relating to the use of the Golf Courses to such person(s) or committee(s), as the Management shall deem fit.
- 1.4 The Management shall be authorised to vary the control of play and the starting times regulated by a time sheet, whenever necessary.
- 1.5 Golfers with valid handicap may use the Golf Courses on such days and times as the Management may decide and upon such terms as the Management shall determine.
- 1.6 Members and guests are required to purchase golf insurance coverage against third (3<sup>rd</sup>) party liability, personal injury, damage and/or loss of personal effects.
- 1.7 Members must produce their Membership cards to the Registration Clerk upon registration.
- 1.8 Members and guests must produce their identification tags when requested to do so by an employee of the Club or any other person(s) authorised by the Club.
- 1.9 The Management may at any time reserve or close the whole or part of the Golf Courses for any reason whatsoever.
- 1.10 All golfers must have a valid handicap before they are allowed to play, unless permitted by Management.
- 1.11 Sharing of golf clubs is prohibited, notwithstanding the rules of golf.

## 1.12 IDENTIFICATION

- 1.12.1 An official golf identification tag shall be displayed by all Members whilst on the Golf Course. The tag should be displayed in a prominent part of the golf bag and shall be available for inspection upon request by the Management, Starters, Course Marshals, and/or other such authorised personnel.
- 1.12.2 Visitors from Clubs with reciprocal arrangements and duly authorised nonmembers/guest(s) whilst on the Golf Course must at all times display clearly an appropriate visitor's tag.

#### 1.13 ELIGIBILITY TO PLAY

1.13.1 Golfers without a valid handicap index or whose handicap index is above 54.0 (both men and ladies) shall not be entitled to play on any of the TPCKL courses. Entitled golfers may play from any tee box as long as pace of play is kept. The management has the right to remove any golfer who is not fit to play on the golf course.

1.13.2 Subject to the provision of By-Laws 1.13.1 all guest(s) must produce a valid handicap card or certificate before commencing play at the Golf Course.

## 1.14 GENERAL ETIQUETTE

- 1.14.1 No golfer shall commence play until the golfers in front are out of range.
- 1.14.2 Players should not stand close to the edge of the hole or damage the green or drag their feet while walking thereon.
- 1.14.3 In taking practice swings, golfer(s) should avoid taking divots, particularly on the tee boxes. Golfers shall at all times be responsible for the repair of divots, pitch marks and rake the bunkers during play.
- 1.14.4 Players shall play at a good pace and should not delay their play. In the event of slow play, golfers should allow the faster golfers to pass through. The Course Marshal/Steward shall have the right to direct slow players to the next tee in the event of slow play.
- 1.14.5 Searching for golf ball should not exceed three (3) minutes. Any ball that cannot be found within such time must be declared as a "Lost Ball" and golfers shall resume play immediately.
- 1.14.6 Before making a practice swing, golfers should ensure that no one is standing close by or in a position to be hit by the Club, ball or any other material which may be moved by the stroke or swing.
- 1.14.7 Golfers are to dispose their rubbish (including cigarette butts) in the bins provided in/or around the Golf Course and Clubhouse. Failing to do so, Member(s) will be fined a minimum of Fifty Ringgit (RM50) for each offence and Disciplinary action will be taken against the Member(s).
- 1.14.8 The abuse of an employee, caddie or appointed official is an offence and is subject to disciplinary inquiry/action

## 1.15 DRESS CODE

- 1.15.1 Members and their guest(s) shall be in appropriate attire at all times while on the Golf Courses, and all/any Practice areas.
- 1.15.2 The appropriate attire for men is shorts (that are knee length) or trousers, golf shirt with sleeves and collars and soft spiked shoes with socks. Sleeveless shirts/t-shirts is strictly prohibited.
- 1.15.3 The appropriate attire for ladies is skirts or shorts, blouses or sports shirts with collars and soft spiked shoes with socks.
- 1.15.4 Jeans and tracksuits are not permitted to be worn in the Golf Course.
- 1.15.5 The Management or any authorised employee of the Club shall have the authority to stop a player from playing if he/she is unsuitably attired.

#### **1.16 GUESTS**

1.16.1 Guests shall be required to produce a valid handicap card before they are allowed to play in the Golf Course.

- 1.16.2 The host Member must play with their guests and be responsible for the verification of their guests' handicaps.
- 1.16.3 Members shall be responsible for all expenses and damages caused or incurred by their guests.
- 1.16.4 Members are to ensure that their guest(s) observe the Rules and Regulations of the Club and shall further be responsible for the behaviour and conduct of their guest(s).
- 1.16.5 Unless otherwise determined by the Management, Members are allowed to introduce guest(s) based on the following:

Weekday - A maximum of seven (7) guests
Weekend and PH - (A maximum of three (3) guests)

## 1.17 GREEN FEES AND RAIN CHECK

- 1.17.1 All players shall be liable to pay such fees as may be determined by the Management from time to time and displayed by the Management at conspicuous part of the Club premises, for the use of the Golf Courses and its related activities.
- 1.17.2 Rain checks are issued only in the event of course closure due to heavy rain or unsafe playing condition (i.e. lightning) or deemed unplayable by the Club's Management.
- 1.17.3 For eighteen (18) hole game, a rain check for nine (9) hole green fee will be issued if a game is abandoned between the 4th to 9th hole. Rain check does not apply for buggies and caddies.
- 1.17.4 For eighteen (18) hole game, a rain check for eighteen (18) hole green fee will be issued if a game is abandoned after completion of three (3) holes or less. Rain check does not apply for buggies and caddies.
- 1.17.5 If a nine (9) hole golf game is abandoned after completion of less than two (2) holes, a nine (9) hole green fee rain check will be issued. Rain check does not apply for buggies and caddies.
- 1.17.6 If a golf game is abandoned due to inclement weather during the day, guests may elect to discontinue play after one (1) hour of play being abandoned.
- 1.17.7 Once a booking for eighteen (18) holes has been made and the player/s has tee off, no cancellation of the remaining nine (9) holes is permitted. This applies to both weekdays and weekends.

#### 1.18 GOLFING BOOK ARRANGEMENT

- 1.18.1 Golf booking can be made five (5) days in advance via Golf Registration Counter from 6.30 am onwards. Cancellation must be made not less than 48 hours before tee time (for weekend booking) and 24 hours before (for weekday booking).
- 1.18.2 Bookings may be made via telephone, walk-in or through TPC Kuala Lumpur online portal on such days and within hours as shall be determined by the Management from time to time and posted at a conspicuous part of the Club premises. Telephone bookings for weekdays and weekends can only be made after 9.00am
- 1.18.3 Each Member shall be entitled to only one (1) booking of one flight on weekend and two

flights on weekday. No Member may book on behalf of another Member.

- 1.18.4 When making a booking, Member shall provide their name(s) and Membership numbers, the name of the other players in the flight and their approved handicap.
- 1.18.5 Members making the booking shall be responsible for the non-appearance of any of the players on his/her flights and be liable for the payment of the no show fees of RM 318.00 net per flight. Last minute (within 48 hours) cancellation will be charged RM 159.00 net per flight.
- 1.18.6 The Management reserves the right to allow other players to tee-off for booking(s) not taken up.

## 1.19 CONTROL OF PLAY

- 1.19.1 Subject to the approval of the Management, the Golf Manager shall be authorised to make amend or vary the rules pertaining to the control of play.
- 1.19.2 All golfers and guests should report to the Golf Registration Centre at least thirty (30) minutes before the tee-off time and be at the tee-box at least ten (10) minutes before the tee-off time.

Tee off sessions:

Morning 1st & 10th tee, between 7.10am – 9.20am
Afternoon 1st & 10th tee, between 12.00pm – 2.10pm
Evening 9holes 1st & 10th tee, between 4.50pm – 5.30pm

- 1.19.3 All players shall ensure that they tee-off at their assigned time and shall not delay their play. If players are not at the assigned tee box at their tee-off time they will lose their slot and will wait until the next free slot to be allocated by the starter/marshal.
- 1.19.4 Minimum three (3) golfers per flight are permitted on weekends, public holidays and two(2) players per flight on weekdays. As for two (2) players per flight on weekends, it shall be at the discretion of the Management.
- 1.19.5 A golfer may not play more than one golf ball at any time in the Golf Courses except permitted under the rules of golf.
- 1.19.6 Non golfers may not accompany golfers in the Golf Courses.
- 1.19.7 Undue Delay/Slow Play
  - (a) Players must play in accordance to pace of play set by the Club.
  - (b) Players are expected to assist and cooperate with the Officials and Course Marshalls in their attempts to expedite the play of any group of players.

## 1.19.8 Bag Tag

Upon depositing your bag at the bag drop area, you will receive a bag tag with an identification number. The bag tag must be used for:-

- (a)Registration
- (b)Collection of locker card and towel

## (c) Reclaim of golf bag

Members are required to pick up golf bag immediately after completion of game. The Club will not be held liable for any loss or stolen items on the premises.

#### 1.20 CLOSURE OF GOLF COURSE

- 1.20.1 Play on the Golf Courses shall be regulated by siren signal as follows: -
  - (a) One (1) prolonged note of siren Discontinue Play Immediately
  - (b) Three (3) consecutive of siren, repeated Discontinue Play
  - (c) Two (2) short notes of siren, repeated Resume Play
- 1.20.2 Any golfer(s) who continue play when the Golf Course is closed may be subject to disciplinary action.

#### 1.21 CLUB COMPETITIONS

- 1.21.1Open to all the Club Members with a valid handicap unless otherwise determined by the Management.
- 1.21.2 Eligibility for Club competitions shall be confined to Members who are amateur golfers with valid handicaps.
- 1.21.3 The dates, times, courses and entrance fees for all competitions shall be determined by the Management.
- 1.21.4 Competitors taking part in a Club competition shall have priority on the Golf Courses and other players shall permit competitors to pass through.
- 1.21.5 The number of prizes and value of the prizes shall be determined by the Management.
- 1.21.6 No competitor shall win more than one (1) prize.
- 1.21.7 Selection is on first-come-first-served basis or criteria established by the management.
- 1.21.8 Members participating in a Club competition must attend prize giving lunch/dinner after the game and be dressed appropriately (No slippers, No shorts, No round neck shirts)
- 1.21.9 All Club competitions shall be governed by the Rules of R&A Ltd and the Rules of Amateur Status, the Rules of USGA and the Local Rules.
- 1.21.10A Member should report to golf registration at least thirty (30) minutes before the tee-off time and be at the tee-box at least ten (10) minutes before starting time as the buggy shall leave for the starting tee.
- 1.21.11 In scratch competitions to be decided by match play, the Management shall have the right at its discretion to seed players.
- 1.21.12 Management reserves the right to reject any entry without having to assign any reason.

1.21.13 In match play, it shall be the duty of the winner to see that the result is duly reported.

#### 1.22 CADDIES & BUGGIES

#### 1.22.1 Caddies

- (a) All golfers shall hire caddies at the prescribed rate save when caddies are insufficient.
- (b) No booking or selecting of caddies is permitted unless a booking fee is made at the Golf Registration Counter.
- (c) Caddies are not permitted in such areas of the Club as shall be determined by the Management from time to time.
- (d) Caddies are not permitted to run errands for Members or guest(s).
- (e) The Management shall not be responsible for cash or valuables entrusted to the caddies by the golfers or kept in the golf bag.
- (f) Any complaint against caddies shall be made in writing to the Management immediately after the incident.

## 1.22.2 Buggies

- (a) All golfers shall be required to use buggies in the Golf Courses, unless otherwise permitted by the Management.
- (b) No booking of buggies is allowed.
- (c) Buggies must be collected and returned to the Buggy Station immediately after use.
- (d) Children under the age of eighteen (18) years are not permitted to drive buggies.
- (e) The hirer is responsible for all damages to the buggy and will bear the cost of making good the buggy.
- (f) All buggies are only allowed on the buggy path unless deemed otherwise by the management.

## 1.23 GOLF HANDICAP

- 1.23.1 All golfers shall be required to produce a valid handicap card before they are allowed to play on the Golf Courses.
- 1.23.3 All players must submit their score card after every competition or a round for handicapping purpose, only current score cards are accepted and a score card of more than one (1) month of the current date is not acceptable Management has the right to impose a penalty score to All Players who have not submitted their score card after a round of golf within the month of the golf game.
- 1.23.4 Members with valid handicap from other Clubs shall be recognised.
- 1.23.5 Members' handicaps shall be computed in accordance with the WHS. All members are required to submit their scores immediately after completing the rounds.
- 1.23.6 The Management may at its discretion, revise or suspend the official handicap of a Member at any time.
- 1.23.7 The revision of handicaps shall, unless otherwise determined by the Management, be in accordance with the WHS, which is updated on daily basis.
- 1.23.8 The Management shall or upon recommendation of the Handicap Committee, have the right to revise (upwards or downwards) a handicap if the player's performance justifies it, as per "Handicap Revision Table" below.

Score Handicap	63 and Below	64	65	66	67	68	69	70
9 and below	3	2	2	2	1	1	0	0
10-12	4	3	2	2	1	1	0	0
13-16	4	3	3	2	2	1	1	0
17-20	4	4	3	3	2	2	1	0
21-24	4	4	4	3	3	2	1	1
25-36	5	4	4	3	3	2	2	1

- 1.23.9 When a handicap is cut or reduced voluntarily or in accordance with Rule 1.23.8 hereof, the revised handicap shall remain unchanged for a period of three (3) months and constitutes, during such period of time, the official handicap of the Member unless the actual handicap is lower.
- 1.23.10 Members are required to submit a score card every time a round of 18-holes or 9-holes is played whether at any of the Club's Courses or elsewhere, which shall include the following information:
  - (a) Member's name and Club Membership number:
  - (b) Member's current or official handicap, whichever is lower;
  - (c) Date round played;
  - (d) Tee box played;
  - (e) National handicapping system number
- 1.23.11 All scorecards submitted must be signed by the member and his marker. If a member fails to submit, the management shall submit on his behalf a scorecard with penalty scores. A scorecard with more than 7 holes played or with more than 9 holes but less than 14 holes played shall be accepted as a 9 hole score. Any card with more than 15 holes played shall be accepted as an 18 holes score.
- 1.23.12 Members applying for handicap test for a new handicap shall submit a minimum score of 3 rounds of consisting of 18-hole scores each. This can be made up of 54 holes from a combination of 18 and 9 hole rounds.
- 1.23.13 A member without handicap shall have undergo a handicap test which include etiquette by an authorised member of the handicap committee.

## 2.0 DRIVING RANGE

#### 2.1 OPERATING HOURS

2.1.1 The driving range is open at such hours and on such days as the Management shall determine from time to time. Notice of the operating hours shall be advertised at a conspicuous part within the driving range vicinity. During maintenance on alternate Mondays, the operating hours shall be from 3.00pm to 11:00pm. The Management reserves the right to close the driving range at any time at its discretion.

## 2.2 PRACTICE GREENS

2.2.1 Range balls are strictly prohibited on Practice Greens.

- 2.2.2 Members and Visitors patronizing the Practice Greens must be suitably attired. Sleeveless shirts, jeans and slippers are strictly prohibited.
- 2.2.3 Chipping and putting are only allowed at designated Practice Greens as shall be determined by the Management.

#### 2.3 GENERAL

- 2.3.1 Only one (1) player is allowed to occupy each bay during each time slot and utilisation is on first-come-first-served basis.
- 2.3.2 Golf balls may be hired at such rate as shall be stipulated by the Management from time to time and posted on the Notice Board.
- 2.3.3 Guest(s) shall be charged a fee as may be determined by the Management for the use of the Driving Range facility.
- 2.3.4 No coaching is allowed unless conducted by the Club's golf professionals.
- 2.3.5 The Management reserves the right to refuse entry or request any person(s) to leave the Club premises if in the opinion of the Management, the conduct or act of such person causes annoyance and disturbance to other person(s) using the Driving Range facilities.
- 2.3.6 The Management shall not be liable for any mishap or injury to person or persons, damage to or loss of property and/or belongings in or around the Golf Courses, Practice Greens, Practice Bunker and/or Driving Range by any cause whatsoever.

#### 2.4 DRESS CODE

- 2.4.1 The Dress Code applies to all members and guests over 12 years of age. Members and Visitors patronizing the Driving Range and Practice Green must be properly attired. The Management or any authorised employee of the Club shall have the authority to refuse entry or remove any person(s) from the Club premises if he/she is unsuitably attired.
- 2.4.2 Members and guests of the Club are required to be aware that the following are the required minimum standards that must be adhered
  - (a) On the Golf Course and Driving Range
    - Proper golf shoes only
    - Tailored shorts are permitted
    - o Shirts must be tucked in unless specially designed otherwise
    - o Caps, if worn, must have the peak at the front
    - Sleeveless tops are allowed
    - No jeans, no tracksuits, no t-shirts, no slippers

## 3.0 TABLE TENNIS, SQUASH, TENNIS AND BADMINTON COURTS

- 3.1 The squash, tennis and badminton areas include the courts, gallery and access to the courts are for use by Members, guests and others authorised by the Management from time to time and within the general framework of the Club's Rules and By-Laws.
- 3.2 Squash, tennis and badminton courts shall be open at such hours and on such days as the Management shall determine from time to time. Notice of the opening hours shall be posted at a conspicuous part of the Club premises in the vicinity of the courts.

- 3.3 The Management may at any time, close the squash, tennis and badminton courts or any part thereof for any reason whatsoever.
- 3.4 Members are obliged to produce their Membership Cards when requested by the Management or any authorised employee of the Club.
- 3.5 Guest(s) must be registered and pay the appropriate fee at the Sports Counter before using the facilities. Guest(s) must be accompanied by Member(s) at all time.
- 3.6 Children below fifteen (15) years old are not allowed to use any of the racquet games facilities except with parental/guardian supervision.
- 3.7 No smoking, eating or drinking is permitted in the courts and the playing areas.
- 3.8 Only approved types of equipment shall be used. Racquets with sharp edges, which are not protected, are not permitted.
- 3.9 Lessons are to be conducted by the Club's qualified and authorised coaches and/or instructors only.
- 3.10 Members shall be required to sign for lesson fees at the Sports Department prior to the commencement of each lesson and any direct payment to the coach or instructor is prohibited.
- 3.11 The Management shall not be liable for any mishap or injury to, person or persons, damage to or loss of property/belongings in or around the courts by any cause whatsoever.

#### 3.12 DRESS CODE

- 3.12.1 Members and Visitors patronizing the squash, tennis and badminton courts must be properly attired. Sleeveless shirts, jeans and slippers are strictly prohibited. The Management or any authorised employee of the Club shall have the authority to refuse entry or remove any person(s) from the Club premises if he/she is unsuitable attired.
- 3.12.2 Only shoes with non-marking soles are allowed. Shoes with studs or spikes or black soles (e.g. jogging shoes) are not permitted.

#### 3.13 GENERAL BOOKING PROCEDURE

- 3.13.1 Unless otherwise determined by the Management, all courts may be booked on an hourly basis at such time as the Management shall decide. Booking may be made in person at the Sports Counter or by telephone during operating hours.
- 3.13.2 Members are required to submit their names and Membership numbers when making a reservation.
- 3.13.3 Booking may be made up to five (5) days in advance. Each Member is permitted to book only one (1) court for each session of play up to maximum two (2) hours.
- 3.13.4 Any Member wishing to cancel his/her booking must do so at least four (4) hours prior to his/her playing time failing which a cancellation fee will be charged and debited to his/her account.

- 3.13.5 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 a continuous period of one (1) calendar month.
- 3.13.6 Any reserved court not taken up within five (5) minutes by the Member who made the booking will be made available to other Member(s) and a penalty fee stipulated by the Management shall be debited to the account of the Member making the booking.
- 3.13.7 As courtesy to other Members, players must vacate the courts when their session of play ends. Extension of playing times may be made at the Driving Range Counter or Sports Counter.
- 3.13.8 Children are not permitted to book courts but may play on available courts under parental supervision and must vacate immediately when required by Members.
- 3.13.9 Booking for solo play is strictly not allowed.
- 3.13.10If a Member's partner fails to turn up and the Member does not intend to choose another partner, he/she will forfeit his/her booking.
- 3.13.11 Member's guest who uses the sports facilities shall be imposed a fee.
- 3.13.12 Booking will not be allowed at times declared as sessions for Club play and matches organized by the Management. Due notice will be given for such sessions.
- 3.13.13 The Management reserves the right to cancel bookings for breach of any of these By-Laws, or if the courts are needed for special events not within the meaning of Regulation 3.13.12.
- 3.13.14 Persons under the influence of alcohol or drugs are not permitted to use the courts.
- 3.13.15 Guest(s) must be accompanied by the Member to use racquets facilities.

## 4.0 SWIMMING POOL

- 4.1 The swimming pool facilities shall be open at such time and such days as shall be posted on the Notice Board by the Management from time to time.
- 4.2 The Management may at any time by notice, reserve the swimming pool facilities or any part thereof for any reason whatsoever.
- 4.3 No person suffering from any communicable disease or under the influence of alcohol or drug is allowed to use the swimming pool.
- 4.4 Spitting or any unhygienic acts in or around the pool or pool deck are prohibited.
- 4.5 Only swimming and buoyancy aids, which are approved by the attending pool attendant on duty are permitted in the pool.
- 4.6 All persons must vacate the pools when directed to do so by the attending pool attendant on duty during bad weather. This will be indicated by one blow of the whistle by the pool attendant or by the siren on the Golf Courses.
- 4.7 Club towels and locker card are available at the Pool Counter and must be returned at the Pool Towel Counter, failing which a fee shall be levied for the same.

- 4.8 Running on the pool deck is prohibited.
- 4.9 Swimmers are required to shower before swimming.
- 4.10 All registration and payments for swimming programs and rentals must be made at the Sports Department. Direct cash payments to the coach or instructor are prohibited.
- 4.11 The Management shall not be liable for any mishap or injury to person(s), damage to or loss of property or belongings in or around the swimming pool facilities by any cause whatsoever.
- 4.12 Personal instructors or coaches are prohibited unless conducted by the club's qualified and authorised coaches and/or instructors only.
- 4.13 Radios and tape-recorders and musical instruments of any nature are prohibited. However, strictly for private listening, radios, tape-recorders, cd players, i-pod or any kind of devices may be used provided that these are used with ear-phones.
- 4.14 Smoking at pools' deck is strictly prohibited.
- 4.15 Member is responsible for his own safety including that of his guest(s) and members of his family. The Club and Management will not be responsible for any accident howsoever caused and whether fatal or otherwise to Members, their spouses, children or guests.
- 4.16 Diving, horseplay, dunking and pushing are prohibited.
- 4.17 No person should swim at the deep-end of the swimming pool unless he or she is able to swim two (2) lengths of the main pool without difficulty. Any person not able to do so must leave the deep-end if requested by the pool attendant or any other authorised personnel.

## 4.18 DRESS CODE

- 4.18.1 No person is allowed to swim or sunbathe without proper swimming attire. Only swimming attire, which the Management approves, may be worn and in this respect, the Management's decision shall be final.
- 4.18.2 Changing into or out of a swimming attire must be done in the changing rooms at the pool area only.

## 4.19 GUESTS

4.19.1 Unless otherwise determined by the Management, Members are allowed to introduce guests based on the following:

WEEKDAYS: A maximum of six (6) guests.
WEEKENDS & PUBLIC HOLIDAYS: A maximum of four (4) guests.
REFERRED GUEST(S) MUST BE ACCOMPANIED AT ALL TIMES.

- 4.19.2 Guest(s) must be registered by the Member at the Swimming Pool Reception/Counter prior to entering the swimming pool area.
- 4.19.3 Guest(s) shall be charged a fee as may be determined by the Management for the use of the swimming pool through the introducing Member's account.

4.19.4 Guest(s) must display identification tags when requested to do so by an authorised employee of the Club.

## 5.0 BOWLING CENTRE

- 5.1 The Bowling Centre shall be open at such hours and on such days as the Management shall determine from time to time. Notice of the opening hours shall be posted on the Notice Board at the Reception Counter of the Bowling Centre.
- 5.2 The Management may at any time by notice, reverse all or any lanes for the purpose of holding tournaments, leagues, maintenance or special Club function or any other reason whatsoever.
- 5.3 The Management reserves the right to discontinue any game if bowlers violate the Rules & Regulations of the Club or behave in a disorderly manner.
- 5.4 The bowling approach is restricted to bowlers only. The Management reserves the right to request non-bowlers to leave this area.
- 5.5 Bowlers shall give way to the Bowler on the right when the latter has assumed approach position.
- 5.6 Bowlers who consistently loft the ball on the lane shall be stopped from further play.
- 5.7 Bowlers shall not step beyond the foul line.
- 5.8 Bowlers shall not cross over to the approach area of adjoining lanes.
- 5.9 No smoking, drinking or eating is allowed on the approach area.
- 5.10 Bowlers must return house bowling balls to the racks after completing their games. House bowling balls are strictly confined to Bowling Centre and must not be taken outside the Bowling Centre under any circumstances.
- 5.11 The Management shall not be liable for any mishap or injury to person or persons, damage to or loss of properties/belongings in or around the Bowling Centre by any cause whatsoever.
- 5.12 Personal coaching is prohibited unless conducted by the club's qualified and authorised coaches and/or instructors only.

#### 5.12 CHARGES

- 5.12.1 Members and their guest(s) shall be liable for the fees and charges for the use of the Bowling Centre, including rental of shoes, which shall be stipulated by the Management from time to time by way of notice posted on the Notice Board at the reception counter of the Bowling Centre.
- 5.12.2 Member and/or guests shall be liable to pay such penalty charges as shall be determined by the Management for any loss or wilful damage of house shoes.
- 5.12.3 Charges for each game shall be on a maximum basis of 10.5 reset cycles as recorded on the meter counter.
- 5.12.4 Incomplete games shall be charged on per game basis.

- 5.12.5 Practice throws shall be charged a flat rate for each frame.
- 5.12.6 No substitutes are allowed while a game is in progress.

#### 5.13 DRESS CODE

- 5.13.1 Members and guests are required to be properly attired at all times. Tank tops, singlets and slippers are not allowed.
- 5.13.2 Only approved bowling shoes and ball may be used on the lanes.

#### 5.14 BOOKING PROCEDURES

- 5.14.1 Bookings may be made via telephone or walk-in on such days and within such hours as shall be determined by the Management from time to time and posted at the Notice Board at the Reception Counter of the Bowling Centre.
- 5.14.2 Each advance booking shall be for a maximum of two (2) hours open lane or twelve (12) games. Any extension thereof shall be subject to the availability of lanes.
- 5.14.3 All block bookings are to be approved by the Management.
- 5.14.4 Lanes not taken up within five (5) minutes after the reserved time shall be considered as cancelled and the Member shall be liable for a penalty sum, which shall automatically be debited to the Member's account.
- 5.14.5 A Member who cancels his/her booking less than 24hours before time of play for any reason shall be charged a cancellation fee which shall be automatically debited to the Member's account.
- 5.14.6 In the event the lane booked by a Member is in the opinion of the Management, not serviceable, the lane shall be declared as non-playable and the penalty under Regulations 5.14.4 and 5.14.5 above shall not be applicable.
- 5.14.7 Time where mentioned in the Bowling Centre Rules shall be in accordance with the clock located at the Bowling Counter.

#### 5.15 LEAGUES/TOURNAMENTS

- 5.15.1 League Standing Sheets shall be posted on the Notice Board at the Bowling Centre. League averages shall be kept at the Reception Counter and posted on the Notice Board at the Bowling Centre at all times.
- 5.15.2 Computer printed score sheets may be used only for leagues/tournaments and official competitions.
- 5.15.3 During leagues/tournaments, practice bowling shall be allowed for a maximum period of three (3) minutes only, after which the machines shall automatically be shut off and pins activated for the leagues/tournaments to commence.
- 5.15.4 The oiling combination shall be at the sole discretion of the Management.

#### 6.0 FITNESS CENTRE AND GYMNASIUM

- 6.1 Fitness Centre shall open at such hours and on such days, as the Management shall determine from time to time. Notice of the operating hours shall be posted at a conspicuous location at the Fitness Centre.
- 6.2 The Management may at any time close the Fitness Centre or any part thereof for any reason whatsoever.
- Any Member who participates in any physical fitness or health program shall register for such program at the Fitness Centre prior to his/her participation in any such program.
- 6.4 Members using the Fitness Centre facilities and equipment shall be required to sign in the Register Book provided.
- 6.5 Members must present their Membership Card to staff on duty or authorised employee of the Club when requested.
- 6.6 In the interest of safety and health, the areas of the Gymnasium must be kept clean and dry. Members are therefore forbidden from entering the Gymnasium while wearing wet clothing or swimming attire.
- 6.7 No smoking, drinking or eating is permitted in the Fitness Centre.
- 6.8 For safety reasons, children under fifteen (15) years are not permitted to use this facility.
- 6.9 Members shall place equipment back in their respective places after use.
- 6.10 No bags, sports bags, shopping bags or racquets are permitted in the Fitness area.
- 6.11 Members are to use the equipment at the Fitness Centre at their own risk.
- 6.12 Fitness Centre facilities are strictly for Members' use only. The usage and the time of usage shall be determined at the discretion of the Management from time to time.
- 6.13 Any Member on finding a malfunction of any equipment should report the matter immediately to the Fitness Centre Attendant.
- 6.14 The Management shall not be liable for any mishap or injury to person or persons, damage to or loss of property/belongings in or around the Fitness Centre by any cause whatsoever.
- 6.15 Private personal instructor or coaches are prohibited in the Fitness Centre unless being conducted by the club's qualified and authorised coaches and/or instructors only.
- 6.16 A Member is allowed to bring a maximum of two (2) guests to Aerobic Classes and strictly for the group classes with a minimal fee set by the management.

## 6.18 DRESS CODE

6.18.1 Members are requested to dress in an appropriate manner. Jeans and slippers are strictly prohibited.

## 7.0 THEATRETTE

- 7.1 The Theatrette shall open at such time and on such days as shall be posted on the Club's notice board by the Management.
- 7.2 The Management may at any time by notice reserve or close the Theatrette for any reason whatsoever.
- 7.3 Movies shown in the Theatrette shall be divided into junior and adult categories.
- 7.4 For the junior category movies, children below twelve (12) years old must be accompanied by an adult or teenager above fifteen (15) years of age.
- 7.5 Members and/or children are to use the designated entrance into the Theatrette and are required to be seated ten (10) minutes prior to the screening of movies.
- 7.6 No loitering is permitted in or outside the Theatrette or its adjacent area.
- 7.7 No seats may be booked in advance or held for others.
- 7.8 Members may bring a maximum of three (3) guests for adult category movies at a charge to be determined by the Management.
- 7.9 Members must ensure that they do not block or obstruct the aisles or the viewing angle of others in the audience.
- 7.10 Smoking is strictly prohibited in the Theatrette. Light refreshments may be purchased and signed for during the movie intervals.

## 7.11 DRESS CODE

7.11.1 Members and guest(s) are required to be properly attired at all times. Singlet or slippers are not permitted.

#### 8.0 CHILDREN'S PLAYGROUND

- 8.1 The operating hours shall be at such time and such days as shall be posted on the Club's notice board by the Management.
- 8.2 Parents are always responsible for the safety of their children. A child under twelve (12) years of age is not permitted to use the children's playground unless accompanied at all times by his/her parent or an adult to whom the parents have delegated the responsibility for his/her child's safety.
- 8.3 Smoking is strictly prohibited in the playground.
- 8.4 Parents will be responsible for the cost of any item damaged by their children.
- Any child who in the opinion of the Management appears to be sick or suffering from any illness will not be allowed to use the playground.
- Any toy or item brought in by a child which is considered dangerous by the Management may be confiscated from the child and returned to the parents.
- 8.7 The Management may at its discretion not allow any child's usage of the children's

- playground without assigning any reason whatsoever.
- 8.8 The Management will not be responsible or liable for any missing child, injuries or death caused to any child by any reason whatsoever.

## 9.0 CRECHE

- 9.1 The operating hours shall be at such time and on such days as shall be posted on the Club's notice board by the Management from time to time.
- 9.2 Members are to provide their own babysitters for their own children. Employee will not assist in child minding.
- 9.3 Consumption of food and drinks is limited to soft drinks and titbits/snacks.
- 9.4 Members will be responsible for the cost of any item damaged by their children.
- 9.5 Any child who in the opinion of the Management who appears to be sick or suffering from any contagious disease shall not be allowed to enter the room.
- 9.6 The Management will not be responsible for any missing child or liable for injuries or death caused to any child by any reason whatsoever.

## 10.0 CHANGING ROOM

- 10.1 Unless otherwise determined by the Management from time to time, the changing room facilities shall be open daily at such hours as posted at the respective facilities.
- 10.2 The Management may at any time, close the changing rooms or any part thereof for any reason whatsoever.
- 10.3 No smoking, eating or drinking is allowed in the Locker Rooms/Changing Rooms.
- 10.4 Children under fifteen (15) years of age are not permitted to use the Golfers' changing room. However usage of the poolside changing room is permitted.
- 10.5 Boys over four (4) years of age shall not be permitted in any 'of the Ladies' Changing Rooms.
- 10.6 Girls of any age are not permitted in any of the Men's Changing Rooms.
- 10.7 Club towels are available at the Changing Rooms Counters and must be returned to the counter failing which a fee shall be levied for the same.
- 10.8 Each Member is entitled to sign out a maximum of two (2) towels per day free of charge. Extra towels will be available at a fee to be determined by the Management.
- 10.9 Storage of foodstuff, weapons, banned publications, and/or banned drugs in the Changing Room and/or lockers is strictly prohibited.
- 10.10 The Management shall charge a fee for replacement of lost or damage locker key.
- 10.11 Members are entirely responsible for articles deposited in the lockers or left in the Changing Rooms. Any articles found after 9pm will be removed. The Management shall not be liable for any loss or damages incurred.

10.12 Members must produce their Membership Cards for verification and registration by the attendant at the Changing Room Counter for issuance of towels and locker keys.

#### 11.0 FOOD & BEVERAGE

- 11.1 The Food & Beverage outlets or such other facilities as the Management shall determine from time to time are:
  - (a) Banqueting / Function Rooms
  - (b) Restaurants
  - (c) Karaoke Lounge
  - (d) Drink Huts
- 11.2 The various Food & Beverage facilities shall be open daily at such hours as posted at the respective Food and Beverage facilities or as stated in the website.
- 11.3 Playing of musical equipment of any kind by person(s) other than the authorised persons by the Management is prohibited in all F&B outlets.
- 11.4 Person(s) in bathing attire are prohibited from entering any of the F&B outlets, excluding the Al Fresco Cafe.
- 11.5 Only food and beverages available on the menu may be ordered and served. No food or drinks from outside of the Club is permitted to be consumed.
- 11.6 Members are not permitted to carry their food and/or drinks to areas other than where it was ordered from.
- 11.7 Last order for food or beverage will be thirty (30) minutes before closing time of the outlets.
- 11.8 Members who bring their children must ensure they do not cause any disturbance to other diners, otherwise services will be denied.
- 11.9 Members must produce their Membership Cards when required by authorised employee of the Club at any of the Food & Beverage outlets.
- 11.10 No alcohol or tobacco products is to be served to children under the age of eighteen (18) at any Food & Beverage outlets.

#### 11.12 DRESS CODE

- 11.12.1 All persons using the Food & Beverage facilities shall be appropriately attired according to the dress code applicable at each facility:
  - (a) Banqueting / Function Rooms: Smart casual. No collarless/ sleeveless shirts, slippers or shorts is permitted. Private function (no dress code or restrictions). Club functions (as determined by the functions). Appropriate clean and tidy footwear should worn all the time.
  - (b) (i) Restaurants: Smart casual. No collarless/sleeveless shirts, slippers or shorts is permitted.
    - (ii) Golfers' Terrace (outdoor): Golfing attire including golf shoes and sandals are allowed. General sport (except swim wear) attire is acceptable. Jeans are permitted provided they are not ripped. No collarless, sleeveless shirts

- or slippers is permitted.
- (iii) Golfers' Terrace (indoor): Jeans are permitted provided they are not ripped. Golf shoes, flip-flops and sandals are not allowed. No tracksuits or singlets. No hats to be worn in this area.
- (c) Karaoke Lounge: Smart casual. No sleeveless and slippers allowed.
- (d) Drink Huts: Only Golfing attire is allowed.

#### 12.0 FUNCTION ROOMS

- 12.1 Reservation of function rooms may be made by email, telephone or walk-in, on a first-come-first-served basis subject to availability.
- 12.2 Reservations are subject to confirmation in accordance with the quotation for the events. Full payment must be settled prior to the date of event when requested failing which the Club shall have the discretion to impose late payment interest on overdue accounts.
- 12.3 No Member is allowed to debit any function and banquet charges incurred into his/her account.
- 12.4 A Member who wish to cancel his/her confirmed reservation must give a written notice of the cancellation to the person in charge of the function room and the deposit shall be forfeited by the Club.
- 12.5 It is the responsibility of the Member holding the function to ensure that his/her guests confine themselves to where the function is held and adhere to rules and regulations governing the Club.
- 12.6 All confirmed reservations to be held in any of our function rooms are subject to further terms & conditions to be stipulated in our acceptance letter.

## 13.0 KARAOKE LOUNGE

- 13.1 Karaoke Lounge operation hours are from 5pm to 11pm and will be based on bookings/ reservations.
- 13.2 Members/Guests are required to place a reservation / booking of 48 hours (2 days) in advance.
- 13.3 A cover charge for member and guest at RM20 nett and RM25 nett per person respectively is applicable.
- 13.4 Children below the age of eighteen (18) are not permitted in the Karaoke Lounge unless accompanied by the parent or an adult.
- 13.5 The Karaoke Lounge is for the use of Members and accompanying guest(s) and any other guests permitted by the Management.
- 13.6 No food and/or drinks from outside of the Club is permitted.
- 13.7 No duty free liquor is to be consumed or brought into the Karaoke Lounge
- 13.8 Corkage for every bottle of wine and/or liquor will be charged at a fee to be determined

- by the Management.
- 13.9 The Management may at any time reserve the karaoke facilities or any part thereof for any reason whatsoever.

# 14.0 MEMBERS' LOUNGE

- 14.1 The Members' Lounge shall be open daily at such hours as may be determined by the Management.
- 14.2 Members' Lounge is strictly for the exclusive use of Club Members only. Guest(s) and visitor(s) are strictly prohibited from entering this Lounge.

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