

HARBOUR PLAZA GOLF CLUB

BYE-LAWS

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A Club Rules and Bye-Laws

Members, their spouse and children under the age of eighteen ("Family") and guests of Members using the Club Facilities shall at all times conduct themselves with decorum and comply with the Rules and Bye-Laws of the Club for the time being in force ("Rules and Bye-Laws").

B Club Opening Time

The Club Facilities shall be open for use by Members daily between such hours as the Company may from time to time determine, but the Company may close the whole or part of the Club Facilities including the Golf Course for such times as it may deem necessary for cleaning, repairs, maintenance and renovation or for any other reason.

C Golf

1. Definitions

The game of golf to be played at the Club shall be governed by the following Bye-Laws and the following definitions shall apply:-

- 1.1 "Club" shall mean Harbour Plaza Golf Club Dongguan.
- 1.2 "Club Handicap" shall mean a Provisional Club Handicap or Official Club Handicap calculated in accordance with the USGA System and certified by the Manager (Golf) or such other persons so authorised by the Management.
- 1.3 "Golf Course" shall mean such course or courses of the Club, when available for play.
- 1.4 "Management" shall mean the Board of Directors appointed by the Company. The expression "Management" shall mean such person(s), or organisation as may be authorised by the Company to undertake the operations of the Club and to exercise the powers set out in these Bye-Laws.
- 1.5. "Manager" shall mean the person appointed by the Management with responsibility for the administration of the Club Facilities.
- 1.6 "Permission" shall mean such permission given by the Management unless specifically stated otherwise.
- 1.7 "RAGC" shall mean the Royal and Ancient Golf Club of St. Andrew's Scotland.

1.8 "Recognised Club" shall mean such club recognised by its national golf association of the country of its establishment or such club that is recognised by the Club.

1.9 "USGA" shall mean the United States Golf Association.

2.0 "Visitor" shall mean any person who is not a Member or a Member's guest or guest of the Management.

Term and expressions defined in the Club Rules shall have the same meanings when used in these Bye-Laws.

2. **RAGC and USGA Rules**

The Rules of Golf as approved by the RAGC and the Handicapping System of the USGA together with these Bye-Laws shall apply to all forms of play of golf and to all Club competitions unless otherwise stipulated by the Management in a particular match or competition.

3. **Eligibility to Play**

Members, their spouse and children between the age of 12 and 18, guests and visitors can use the Golf Course subject to the Rules and Bye-Laws.

4. **Identification**

4.1 Members - An official golf identification tag shall be displayed by all Members while on the Golf Course. The tag shall be displayed in a prominent part of the golf bag and shall be made available for inspection upon request by the Manager, starters, course marshals or other authorised personnel.

4.2 Visitors - Visitors, Members' guests and duly authorised persons while on the Golf Course must each clearly display an appropriate visitor's tag in the manner set out in Bye-Law 4.1.

5. **Club Handicap**

5.1 Proficiency Certificate - Any Member who does not have a Club Handicap shall first have to apply for a proficiency certificate test. Upon the application being successful, the Member shall be issued a proficiency certificate by the Manager.

5.2 Provisional Handicap - A Member in possession of a proficiency certificate shall be entitled to apply for a provisional handicap test upon returning at least five (5) 18-hole score cards.

- 5.3 Official Club Handicap - A Member with a provisional handicap shall be entitled to apply for an Official Club Handicap upon returning at least another five (5) 18-hole score cards. The Official Club Handicap assigned shall be the same as the Member's provisional handicap or adjusted as the case may be.
- 5.4 Proficiency Certificate and Handicap Test - Application for a proficiency certificate or provisional handicap test or official handicap test shall be made at the golf office. The test will be carried out by an authorised tester as and when convenient.
- 5.5 Members with other club membership - Members who are also members of other Recognised Club shall be entitled to apply for an Official Club Handicap provided that they submit properly certified latest handicap and course rating issued by such other Recognised Club. Such certified scores shall become part of the Members' scoring record at the Club.
- 5.6 Assignment of Official Club Handicap - An official Club Handicap shall be assigned to successful Members on completion of their official handicap test or on submission of their certified handicap and course rating from other Recognised Clubs. Such assigned official Club Handicap shall remain in force unless and until it is revised based on subsequent scores returned.

6. Guests and Visitors

- 6.1 A Member may invite such number of guests as shall be determined by the Management from time to time to play on the Golf Course.
- 6.2 All Members, their spouse and children eligible to play on the Golf Course must register at the Club prior to play. A Member with guests must accompany and register his guests as aforesaid and shall be responsible for the conduct of his guest.
- 6.3 Children cannot introduce guests to play on the Golf Course at any time.
- 6.4 All green fees paid shall not be refunded. A rain check will be issued in accordance with the rain check policy in force at the time.
- 6.5 The green fees payable shall be determined by the Management from time to time.

7. Course Control

- 7.1 No play shall commence:
- (a) From any teeing ground other than the 1st tee, 10th tee and 19th tee and the players shall play each hole thereafter in proper sequence.
 - (b) Prior to 6:30 am except as may be permitted by the Manager.
 - (c) Prior to the player's full particulars and handicap being first registered with the Front Office or with the Starter, where applicable.
- 7.2 Time-sheets regulating play on the Golf Course shall be applied daily. When time-sheets are in force, no player whose name does not appear on time-sheets may play on the Golf Course.
- 7.3 Non-players and children below the age of 12 years are not permitted on the Golf Course without prior written approval of the Director of Golf.
- 7.4 Players must abide by the instructions of the starter on duty.
- 7.5 Each player can only play one ball at any one time on the Golf Course.
- 7.6 Under Delay/Slow Play:-
- (a) Players searching for a ball should signal the players behind him to pass as soon as it becomes apparent that the ball will not be easily found after a search of not more than 5 minutes. They should also not continue to play until the players following them have passed and are out of range.
 - (b) Players are expected to assist and cooperate with the officials and course marshals in their attempts to expedite the play of any group of players.
- 7.7 Bad Weather - Play on the course shall be regulated by the use of siren signals to signify as follows:-
- (a) A series of short blasts - discontinue play
 - (b) A series of 20 second blasts - resume play
 - (c) One continuous blast of about 1 minute - play abandoned.

The Manager may also use other such signals as it may deem fit.

- 7.8 Issue and Return of Score Cards - Score cards will be issued to each player. All score cards issued must be properly completed and signed by the player and a marker and returned to the handicap boxes promptly upon completion of the round.

8. **Bookings**

- 8.1 Bookings shall be made at the booking office daily from 9:00 am to 5:30 pm either in person, by telephone, fax or e-mail. For all bookings, Members shall provide their names and membership numbers and indicate the number of players in the flight. Only full names will be accepted for booking. Business hours of the booking office shall be determined by the Management.
- 8.2 Starting times and intervals will be determined by the Manager from time to time.
- 8.3 Each Member shall be permitted to book only one flight of play per day during weekends and public holidays. Additional bookings may only be made on the day or play after the completion of the first round and subject to availability.
- 8.4 Members who fail to appear at the booked tee-off time will be liable to pay such no show penalties and charges as shall be imposed by the Management from time to time, unless cancellation is made at least one working day before the tee-off time.
- 8.5 The Manager reserves the right at the time to allow other players to tee-off for bookings not taken up.
- 8.6 The Manager may at any time from time to time reserve the whole or any part of the Golf Course for corporate bookings and /or special events.

9. **Competition**

- 9.1 Club Competitions - Only Members with an official Club Handicap shall be entitled to participate in any Club competition or match. Children between the age of 12 and 18 are allowed to participate in all monthly medals. For Club trophy events, children may participate at the discretion of the Management. All competitions and matches shall be governed by the rules of golf mentioned in these Bye-Laws.
- 9.2 Members belonging to more than one club - Members who belong to two or more clubs and who have different handicaps at such clubs shall use the lowest certified handicap when competing in any Club competition or match.

10. **Caddies and Golf Carts**

10.1 Caddies

- (a) No player shall be allowed to play at the Golf Course without pull cart and caddy.
- (b) One caddy for one player
- (c) Caddies will be deployed at the prescribed rate.
- (d) Member may reserve qualified caddy provided that notice is given to the Management at least one working day in advance. The arrangement is subject to availability.

10.2 Golf Carts

- (a) Children under the age of 14 are not allowed to drive golf carts.
- (b) Two players may share a golf cart and the hirer of the golf cart shall be responsible for all damage to the golf cart and shall bear the cost of making good the carts, where necessary.
- (c) Golf carts must be driven on cart paths.
- (d) All golf cart drivers must have valid driving licences.

11. **Driving Range and Practice Green**

11.1 Members, when practicing, shall only use the driving range and practice green areas.

11.2 Members bringing guests to the driving range are responsible for the registration of their guests, driving range fees, purchase of golf balls and conduct of their guests.

11.3 Only driving range balls may be used on the driving range. Putting and chipping may be allowed on the practice putting green, but no pitching shall be permitted.

12. **Dress Code for Golf**

12.1 Golfers are to dress appropriately, both in terms of acceptability and practicality.

12.2 All players shall wear golf shirts with collars and sleeves, the length of sleeves shall be at least six inches from the shoulder.

These should be worn with long pants or shorts, or in the case of ladies with skirts. The hemline of shorts and skirts shall not be higher than six inches above the kneecap. Golf shoes with soft spikes and socks shall form the requisite footwear.

- 12.3 Players wearing jeans, jogging shorts, tennis shorts, football shorts, beach shorts or track suites will not be permitted on the Golf Course.
- 12.4 The Manager shall not allow any player to tee-off unless properly attired.

13. **Miscellaneous**

- 13.1 Players shall not cause any damage to any part of the Golf Course and putting greens by whatever means, such as moving in a manner as to drag his feet, or by throwing any clubs or jumping on the greens.
- 13.2 All players shall ensure that they or their caddies replace divots at all times.
- 13.3 Golf balls should be removed from the hole on the green by hand and not with the putter.
- 13.4 All players are responsible for their own belongings in their golf bags. The caddy master and the caddy attending to him shall not be held responsible for any loss or damage.
- 13.5 The Company/Management/Manager and staff of the Company do not accept any liability for any injury, damage, or loss, whatsoever and howsoever caused that may be suffered by a player, whether a Member or not, while on the Club Premises, the Golf Course, or at the practice range.
- 13.6 A Member or his Family who is in breach of any of these Bye-Laws or the rules of golf as approved by the RAGC or the Handicapping System of the USGA shall be referred to the Management.

D General

1. **Dress Code**

Whilst on the Club Premises, Members, their Family and guests shall at all times observe a reasonably conservative standard of dress, having regard to local climatic conditions.

2. **Food and Beverage**

2.1 The price and size of portion of food and the price and size of measures of beverages offered for sale at the Club Premises shall be determined by the Management. Food, drinks and other refreshments shall only be consumed in the dining room or other outlets within the Club Premises at which such items are offered for sale.

2.2 A Member shall not bring his own food, drinks or other refreshment onto the Club Premises except where those items are required for medical purposes or is food for children under 3 years old .

3. **Pets**

No pets of any kind, nor any other animals, birds or insects whatsoever, shall be brought on to any part of the Club Premises except with the prior approval of the Manager.

4. **Restricted Areas**

No person unless authorised by the Manager shall enter the kitchens, store rooms or technical plant areas on the Club Premises.

5. **Club Property**

No person shall remove any property of the Club from the Club Premises. Members shall be responsible for paying for any damage to any Club property caused by them, their Family or guests.

6. **Liability of the Club**

Any persons entering the Club Premises or using any of the Club Facilities do so at their own risk and shall at all times take care to observe any directional, warning or cautionary signages displayed on the Club Premises for their safety. Parents shall be responsible at all times for the safety of their children while they are on the Club Premises.

7. **Loss or Theft of Property**

No personal effects, articles or property belonging to a Member, his Family or guests should be entrusted to the care of employees of the Company. The Company, its employees or agents shall not be responsible for any loss or theft of any personal effects, articles or property of any Member, his Family or guests, regardless of whether they are left in lockers provided in the Club Premises or have been left to the care of any employee of the Company.

8. **Lost Property**

Any article of value found on the Club Premises shall be kept in the security office. If any such article is not claimed within three months of being found, it may be disposed of by the Management in any manner it deems appropriate.

9. Company Employees

Employees of the Company shall not be requested to carry out personal errands on behalf of a Member, whether within the Club Premises or outside.

10. Complaints and Suggestions

All complaints in respect of any matter concerning the Club or the behavior or conduct of any employee of the Company or other Member shall be made in writing to the Manager. All suggestions regarding the Club and the Club Facilities will be welcome and should be made in writing to the Manager.

11. Advertising

No form of advertising or display of advertising material shall be allowed on the Club Premises without the prior written approval of the Manager. The name of the Club shall not be used for any advertising or commercial purposes save with the permission of the Management.

E Membership Card

The Company shall issue a membership card to each Member in accordance with the Rules of the Club and shall upon application being made and upon payment of such fee as the Management may consider appropriate issue a supplementary membership card to the spouse and each of the children under the age 18 of such Member.

Members shall carry their membership cards with them at all times while on the Club Premises and present their cards at the time of signing any vouchers or if so requested by any executive or security staff of the Club.

Members shall give the Management prompt written notice of the loss of or damage to any membership cards issued to him or his Family and apply for the issue of a replacement card for which a charge will be levied.

Upon a person ceasing to be a Member, he shall surrender all membership cards, car park labels and any identification that the Club has issued to him or his Family, failing which he shall continue to be liable to pay all monthly dues.

F Signing of Vouchers

All transactions taking place within the Club Premises shall be carried out by the signing of vouchers on the presentation of a valid membership card. No

cash transactions (including the payment of gratuities) will be allowed except as allowed by Management.

Members shall be responsible for the payment of all vouchers signed by them or by their Family holding supplementary membership cards.

G Guests and Visitors

Members and their spouses (but not their children, except on occasions permitted by the Manager) may bring guests onto the Club Premises.

The Member or spouse bringing a guest onto the Club Premises shall be responsible for any guest fees payable and at all times for the behavior of the guest and for ensuring that the guest abides by the Rules and Bye-Laws and shall accompany the guest at all times while on the Club Premises.

Guests of Members shall not conduct any transaction within the Club Premises except through the Members.

H Car Park

Members may apply for a car park label issued by the Management which will entitle a Member to park his car in any designated car park space, subject to availability.

The car park labels may only be used by Members for their cars, the registration numbers of which shall be specified on the car park labels. Upon the sale of his car, the Member shall surrender such car park label and apply for the issue of a new car park label. Photocopies of car park labels will not be acceptable.

Members who do not display a car park label on their cars shall be subject to the prescribed parking charges for parking within the Club Premises. Members shall give prompt written notice to the Management of the loss of any car park labels and may apply for the issue of a replacement car park label, for which a charge will be levied.

I Change of Name of Golf Member

A Gold Member who changes its company name without any effective change of its beneficial ownership shall not be considered as having transferred its membership. The Gold Member shall, however, deliver to the Management a true copy of the document issued by the Companies Registry or relevant authority approving the change of company name and apply to the Company to register a change of name of the Gold Member as previously recorded. Upon such application for registration of a change of name being approved by the Company, a handling fee for effecting such change shall be charged to the Gold Member concerned.

J Reciprocal Club Arrangements

The Club will make reciprocal arrangements with other clubs outside Hong Kong, Macau and Guangdong Province, as it deems appropriate. Members shall be informed of the details of such arrangements from time to time.

K Monthly Dues

Each Individual Member, Founder Member, Villa Individual Member, and nominated individual of a Gold Member or Gold Plus Member or Villa Gold Member shall pay monthly dues relative to his class of membership in respect of each month during which he is a Member. Members shall be notified of any changes in the monthly dues from time to time. Members shall be notified in advance of the date when monthly dues will commence to be payable. Member will pay 13 months' dues per calendar year with the 13th month's dues payable in January. In the event a Member joins part way through the year, the 13th month's dues will be pro-rata. If payment of one year's dues is made in advance, the 13th month's dues may be waived.

L Payment of Accounts

Members shall receive a statement of account every calendar month in respect of all amounts due. Accounts must be settled within thirty (30) days (or such other period as the Company may decide generally or in any specific case) from the date of the statement of account, failing which a monthly interest at a rate as determined by the Company from time to time shall be levied in respect of all overdue accounts.

If upon the receipt of a statement of account, a Member considers that it contains an error, he shall forthwith notify the Accounts Department of the Company.

Payment of monthly accounts shall be made by cheques, drafts or auto-pay in Hong Kong Dollars. Cheque payment shall be made in favour of "Harbour Plaza Golf Club Ltd." (The Hongkong and Shanghai Banking Corporation Ltd. account no: 500-438122-001), and all cheques shall be crossed with the words "Account Payee Only" and membership number on the back of the cheque. Receipts for payment shall not be issued unless specifically requested. Payments in respect of each account will be shown on the Member's next statement of account.

The Company shall be entitled upon giving due notice to debit the accounts of Members in the month of January every year with one month's dues to be paid to employees of the Company as a Chinese New year gratuity.

M Alteration of the Bye-Laws

The Company may at any time amend these Bye-Laws for the time being in force. The Company shall notify Members of every such amendment and all Members shall be bound by every such amendment.

N Language

These Bye-Laws are written in both English and Chinese but in the event of any difference in the meaning between the two versions, the English version shall prevail.

O Interpretation

In these Bye-Laws,

- reference to the masculine gender shall include the feminine and neuter genders.
- references to a "person" shall include any company, partnership or other form of association.