

顯達鄉村俱樂部

Hill Top Country Club

A Proprietary Club of Hill Top Country Club Limited

顯達鄉村俱樂部有限公司全屬俱樂部

會規
Rules

HILL TOP COUNTRY CLUB CLUB RULES

1. INTERPRETATION

1.1 For the purpose of interpretation of these Club Rules, the following terms and expressions shall have the following meanings set opposite thereto, except where otherwise expressed or required by context:

<i>Expression</i>	<i>Meaning</i>
"Cardholder(s)"	a person nominated by a Member in accordance with the Club Rules to use the facilities of the Club
"Club"	Hill Top Country Club, a proprietary club wholly owned by the Company
"Club Card"	the card issued by the Company to each Cardholder
"Club Rules"	these rules as may be amended, varied, or altered by the Company
"Committee"	the Committee of the Club constituted under Rule 13
"Company"	Hill Top Country Club Limited
"Corporation(s)"	shall mean any company which is registered in Hong Kong or if overseas, such jurisdiction as acceptable to the Company
"Entrance Fee"	in respect of each Membership, the fee payable to the Company upon admission as a Member of the Club, the amount of which for each class of Membership shall be that determined, varied or amended by the Committee from time to time
"General Meeting "	general meeting of the Club which may be convened from time to time under Rule 16 of the Club Rules
"Individual"	a natural person, for avoidance of doubt, excluding partnerships or other unincorporated associations
"Members"	a member of any class of the Club as further classified under Rule 3 of the Club Rules
"Membership"	a membership of any class or sub-class of the Club as further classified under Rule 3 of the Club Rules

"Subscription Fee" in respect of each Member, the monthly or periodical subscription fee, the amount of which for each type of Membership shall be that determined, varied or amended by the Committee from time to time

"Year-End Gratuity Fee" in respect of each Member, the annual gratuity fee, the amount of which for each type of Membership shall be that determined, varied or amended by the Committee from time to time

"\$" being dollars, the lawful currency of Hong Kong

1.2 Where the context permits, a reference to male shall include female and vice versa, and a reference to individuals shall include Corporations, and vice versa.

1.3 Headings and rule numbers to the Club Rules shall be deemed included for the purpose of easy reference only and shall be excluded from the interpretation thereof.

2. ***GENERAL***

2.1 The Club is a proprietary club owned by the Company.

2.2 The name of the Club is "Hill Top Country Club", but the Company may at any time and from time to time change the name to such other name as it shall think fit.

2.3 The object of the Club is to provide high class and exclusive recreational facilities for its members.

2.4 These Club Rules are prescribed by the Company for the purpose of orderly use of the Club and its facilities, and may be amended, varied, altered or repealed in part or in their entirety at the discretion of the Company at any time and from time to time. All Members and Cardholders are bound by the Club Rules.

2.5 The Club is operated as a club under the Clubs (Safety of Premises) Ordinance Cap.376 for the purpose of the business of the Club.

3. ***MEMBERSHIP CLASSES***

3.1 The Club has, on the adoption of the Club Rules, the following membership classes:

- (a) Honorary Members
- (b) Individual Members
- (c) Overseas Members
- (d) Corporate Members

3.2 The Committee may at its absolute sole discretion at any time and from time to time:-

- (a) create new classes of Membership;
- (b) create sub-classes and new sub-classes under each Membership class; and
- (c) determine or amend or modify any Membership rights and obligations from time to time.

3.3 The respective rights and obligations of Members as well as the rules and conduct of use of the facilities of the Club shall be as set out and provided in the Club Rules for the time being in force and the terms and conditions for each class and sub-class of Membership as the Committee may from time to time determine. All Members and Cardholders shall observe the Club Rules and such terms and conditions at all times.

4. GENERAL QUALIFICATIONS OF MEMBERS

4.1 Except as otherwise provided herein, and in addition to all other requirements and qualifications herein mentioned for each type of Membership, all persons seeking or applying for Membership shall:

- (a) in the case of an individual, be over the age of 21 years; and
- (b) in the case of a Corporation, be properly constituted and subsisting in its place of incorporation.

4.2 Acceptance of application to Membership is in the absolute discretion of the Company who may reject the application without being obliged to provide any reason or explanation.

5. HONORARY MEMBERSHIP

5.1 There shall not be more than 100 Honorary Members at any one time.

5.2 All Honorary Members shall be Individuals or Corporations.

- 5.3 The Company may at any time and from time to time invite and admit an Individual or a Corporation as an Honorary Member of the Club.
- 5.4 No Entrance Fee shall be payable by an Honorary Member but he/it shall pay the applicable Subscription Fee upon acceptance of the invitation by the Company. The Company may, at its discretion, waive payment of Subscription Fee by an Honorary Member in whole or for such period as the Company may determine.
- 5.5 A person shall remain an Honorary Member of the Club at the discretion of the Company. The Company may at any time suspend or terminate an Honorary Membership and/or his/its nomination without assigning any reasons therefor and without refund or compensation.
- 5.6 Any Honorary Member or (in the case of the Honorary Members being a Corporation) its nominees as may be approved by the Company from time to time shall be entitled to use the facilities of the Club provided that the Company may at its absolute discretion revoke such approval without assigning any reasons therefor.
- 5.7 The Company may invite not more than 8 Honorary Members as "Honorary Presidents" who shall remain Honorary Presidents at the pleasure of the Company.

6. *INDIVIDUAL MEMBERSHIPS*

- 6.1 All Individual Members shall be individuals who are ordinarily resident in Hong Kong
- 6.2 All applications for Individual Memberships must be made in a form prescribed by the Company from time to time together with payment of an amount equal to the then prevailing Entrance Fee for Individual Membership which if the application is not successful, will be refunded to the applicant without interest. The Company may require further information and documents to be supplied at the time of application and from time to time and may at its absolute discretion without giving any reason therefor reject an application.
- 6.3 Upon admission as a Member, the Entrance Fee shall become payable and the amount paid on application shall be applied by the Company in payment of the same. An Individual Member shall pay the applicable Subscription Fee monthly in advance during the period of Membership, and where applicable pro-rata for the first and the last

month of Membership.

- 6.4 Individual Members shall be entitled to use the Club's facilities and may nominate his or her spouse and children as Cardholders in accordance with the terms and condition of the relevant class or sub-class of Membership. When visiting the Club or using the Club's facilities, children (including children of any Member) below 18 must be accompanied by adults being either a Member or a Cardholder or else the Company may at its absolute discretion refuse the entry of such children into the Club.
- 6.5 As condition to the granting of approval of any change of nominee by an Individual Member, all outstanding accounts of the relevant nominee must be settled to the satisfaction of the Company and all Club Cards issued by the Company to the relevant nominee must be surrendered to the Company.

7. ***INDIVIDUAL MEMBERSHIP – OVERSEAS MEMBERSHIP***

- 7.1 All Individuals who are not ordinarily resident in Hong Kong may apply for Overseas Membership.
- 7.2 All applications for Overseas Membership must be made in a form prescribed by the Company from time to time together with payment of an amount equal to the then prevailing Entrance Fee for Overseas Membership which if the application is not successful, will be refunded to the applicant without interest. The applicant shall produce satisfactory evidence that he is not ordinarily resident in Hong Kong. The Company may require further information and documents to be supplied at the time of application and from time to time and may at its absolute discretion without giving any reason therefor reject an application.
- 7.3 Upon admission as an Overseas Member, the applicable Entrance Fee shall become payable and the amount paid on application shall be applied by the Company in payment of the same. An Overseas Member shall pay the applicable Subscription Fee yearly in advance during the period of Membership, and where applicable pro-rata for the first and the last year of Membership.
- 7.4 Overseas Members shall be entitled to use the Club's Facilities but only for no more than 100 days in any calendar year (i.e. from January to December each year) and no longer than 30 continuous days during each stay in Hong Kong.

- 7.5 An Overseas Member on becoming ordinarily resident in Hong Kong shall immediately notify the Company accordingly in writing.
- 7.6 The membership of an Overseas Member together with all rights and entitlements thereof shall cease and expire within one calendar month from the date of his becoming ordinarily resident in Hong Kong. However, prior to such expiry he may apply to become an Individual Member and the Entrance Fee paid by him upon his admission as an Overseas Member shall be deducted from the Entrance Fee payable for an Individual Membership.
- 7.7 No supplementary Club Cards will be issued to family members of Overseas Members.

8 CORPORATE MEMBERSHIPS

- 8.1 All Corporate Members shall be Corporations and subsisting under their place of incorporation.
- 8.2 All applications for Corporate Memberships must be made in a form prescribed by the Company from time to time together with payment of an amount equal to the then prevailing Entrance Fee for Corporate Membership which if the application is not successful, will be refunded to the applicant without interest. The applicant shall produce evidence of subsistence at law and due compliance with corporate procedures in respect of such application by the applicant. The Company may require further information to be supplied and may at its absolute discretion without giving any reason therefor reject an application.
- 8.3 Upon admission as a Corporate Member, the applicable Entrance Fee shall become payable and the amount paid on application shall be applied by the Company in payment of the same. A Corporate Member shall pay the applicable Subscription Fee monthly in advance during the period of Membership, and where applicable pro-rata for the first and the last month of Membership.
- 8.4 A Corporate Member shall be entitled to nominate such number of persons to be Cardholders at any one time in accordance with the terms and conditions of the relevant classes and/or sub-classes in force at the time of the Corporate Member's application for Membership, the maximum number of nominees to be varied according to the sub-classes, and may withdraw or on payment of such fee as may be prescribed by the Company from time to time, substitute persons for such nomination by giving one month's written

notice to the Company. For all Corporations which are admitted as Corporate Members on or after 27 November 2015, all nominees of such Corporate Member must at all times be a full-time employee or a director of that Corporate Member. The nomination shall be made in a form prescribed by the Company from time to time. The Company may require further information of a nominee and documents to be supplied at the time of nomination and from time to time and may at its absolute discretion without giving any reason therefor reject a nomination. For all Corporations which are admitted as Corporate Members on or after 27 November 2015, the nomination of a nominee of such Corporate Member shall be regarded as terminated when he ceases to be a full-time employee or a director of that Corporate Member nominating him as a Cardholder.

8.5 The names and specimen signatures of all approved nominees of the Corporate Members shall be registered with the Company and such nominees shall be entitled to use the Club's facilities upon presentation of the Club Card issued to him/her.

8.6 Corporate Members may apply for supplementary cards for the spouse and children of its nominees based on the terms and conditions of different sub-class Membership in force at the time of the Corporate Member's application for Membership. When visiting the Club or using the Club's facilities, children (including children of any Member) below 18 must be accompanied by adults being either a Member or a Cardholder or else the Company may at its absolute discretion refuse the entry of such children into the Club.

8.7 As condition to the granting of approval of any change of nominee by a Corporate Member, all outstanding accounts of the relevant nominee must be settled to the satisfaction of the Company and all Club Cards issued by the Company to the relevant nominee must be surrendered to the Company.

9 *(NOT USED)*

10 ***TRANSFER OF MEMBERSHIP***

10.1 No transfer of any Membership shall be allowed except with the prior written consent of the Company, which may be given or withheld at the absolute discretion of the Company and without prescribing any reasons therefor.

10.2 For each and every transfer of Membership, the Club shall be entitled

to charge a transfer fee as prescribed by the Committee from time to time.

- 10.3 All applications for transfer of Membership must be made in a form prescribed by the Company from time to time together with payment of an amount equal to the prescribed transfer fee which if the application for transfer is not successful, will be refunded. The Company may require further information to be supplied and may at its absolute discretion without giving any reason therefor reject an application for transfer.
- 10.4 As condition to the granting of approval of any transfer of Membership, all outstanding accounts of the transferor must be settled to the satisfaction of the Company and all Club Cards issued by the Company under such Membership must be surrendered to the Company.
- 10.5 Overseas Memberships are not transferrable in any event.

11 USE OF CLUB FACILITIES

- 11.1 Subject to the Club Rules, a Member who is an individual shall be entitled to the use of the facilities of the Club.
- 11.2 Subject to the Club Rules, Cardholders shall be entitled to the use of the facilities of the Club as from the date of issue to him of a Club Card until: (i) his nomination has been withdrawn, substituted or terminated, or (ii) the Member nominating him ceases to be a Member or (iii) in the case of supplementary Cardholders, the relevant Member ceases to be a Member or the nomination of the relevant nominee has been withdrawn, substituted or terminated.
- 11.3 The Company may at its discretion and at any time impose such limits and restrictions on the use of the facilities of the Club by any Cardholders whether such limits and restrictions are imposed on any other Cardholders.
- 11.4 The Company may at its discretion and at any time impose such fees and charges on the use of the facilities and services of the Club by any Cardholders.
- 11.5 All Members and Cardholders shall abide by the Club Rules for the time being in force.
- 11.6 All Members shall be responsible for payment of all bills and

accounts incurred by Cardholders nominated by them and their respective guests. All Members shall promptly settle all bills and accounts (including those incurred by his nominated Cardholders) as and when required by the Company. The Company may charge interest at such rates as they think fit in respect of any bills or accounts due and remain unpaid.

- 11.7 All Members shall be responsible for the conduct of their guests and their use of the facilities of the Club.

12 FEES

- 12.1 Unless otherwise stated in the Club Rules, all Members shall pay the Entrance Fee, Subscription Fee and Year End Gratuity Fee as may be prescribed by the Committee from time to time.

- 12.2 The Club may at its discretion allow payment of Entrance Fee by installments and may also determine the time of payment of the Entrance Fee or any part thereof.

- 12.3 If an Individual Member or an Honorary Member (being an individual), shall by reason of going abroad for a continuous period of not less than three (3) calendar months and thus not being able to use the facilities of the Club during such period of absence and having so informed the Club in writing in advance, such Member shall be entitled to pay such reduced Subscription Fee and for maximum period as may be determined by the Company from time to time. Upon the expiry of such period of absence as so notified to the Club, the full Subscription Fee shall be payable.

- 12.4 The Committee may increase or revise the Entrance Fees, Subscription Fees, the transfer fees or impose such other fees of any nature as the Committee may in its absolute discretion think fit. All changes to the Entrance Fee, Subscription Fee, transfer fee and other prescribed fees and imposition of new fees shall be effective on not less than thirty 30 days notice to current Members.

13 THE COMMITTEE

- 13.1 There shall be a Committee of the Club comprising of up to ten (10) persons, of whom:-

(a) up to six (6) shall be nominated by the Company from time to time, of whom one shall be nominated by the Company as the

Chairman of the Committee; and

- (b) up to four (4) shall be a Member under Rule 3.1 (b), (c) and (d) who conforms with Rule 15 and Rule 20 (a Member of good standing), and elected by the Members in the General Meeting and shall hold office until the next General Meeting, where he shall retire from the office but shall be eligible for re-election.

13.2

Without prejudice to other rights and powers of the Committee under the Club Rules, the Committee shall be responsible for and has power to:-

- (a) increase or revise the Entrance Fees, Subscription Fees, the transfer fees or impose such other fees of any nature as the Committee may in its absolute discretion think fit; and
- (b) provide advice to the Company on questions and matters relating to the use of the Club's facilities and carrying out such duties and powers as may be conferred on it by the Company from time to time.

13.3

The Committee may from time to time determine rules of proceedings of Committee meetings and the transaction of business there at, subject to:-

- (a) three members of the Committee shall constitute a quorum and at least two of whom should be persons nominated by the Company;
- (b) notice of meetings of the Committee shall be given not less than 7 days prior to the meeting;
- (c) all resolutions of the Committee shall be carried by a simple majority of votes by those Committee members present at such meeting, at which each such Committee members shall have one vote;
- (d) the Company may nominate any person to fill any casual vacancy in the Committee (including vacancy of the four members of the Committee elected by the Members which may be filled by nominees of the Company until the next General Meeting).
- (e) the Committee meeting must be convened by the Chairman of the Committee or his/her designated person who must be a Committee Member nominated by the Company.
- (f) a member of the Committee shall be entitled to appoint another

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GENERAL MEETINGS

- 16.1 A General Meeting shall be held once every five (5) years. A General Meeting shall be convened by the Company (or by the Committee which is delegated by the Company) by not less than fourteen (14) days notice and to be held upon a date and time to be fixed by the Company for the following purposes:-
- (a) the election of Members as per 13.1 (b); and
 - (b) any other business which the Company or the Committee may refer to the Members.
- 16.2 Any three (3) Members present in person shall constitute a quorum at a General Meeting and, if a quorum is not present within 30 minutes from the time for which the meeting was convened, the meeting shall be adjourned to the same day in the next week at the same time and place or to such time and place as the chairman of the General Meeting may determine and any Member present shall be deemed a quorum.
- 16.3 At a duly convened General Meeting, each of the following Members (whose Membership is not being suspended by the Company) present at the meeting in person (or, in the case of a Member which is a Corporation, a duly authorised representative) or by proxy shall have the following votes:-
- (a) an Individual Member or an Overseas Member (not being one who is paying a reduced Subscription Fee) shall have one vote;
 - (b) a Corporate Member (or its authorised representative) shall have one vote.
- 16.4 All resolutions at General Meetings shall be passed and carried by a majority of the votes of Members attending such General Meeting and shall be valid and binding on all members notwithstanding any defect in formality or procedure or accidental omission to give notice to any Member.
- 16.5 At all General Meetings, the chairman of the Committee, or failing him a person appointed by the Company, shall be chairman of the General Meeting. In case of an equality of votes, the chairman shall have a second or casting vote. A declaration by the chairman of the General Meeting as to the outcome of votes shall be final and conclusive.

- 16.6 The instrument appointing a proxy shall be in writing under the hand of the appointor and shall be delivered to the Company not less than forty eight (48) hours before the time appointed for holding the General Meeting or adjourned General Meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date of its execution, except at an adjourned General Meeting.
- 16.7 Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person at the General Meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.

17 DEATH, WINDING-UP AND BANKRUPTCY

- 17.1 The Membership and all rights and entitlement of an Honorary Member shall cease automatically upon death (in the case of an Individual) or the commencement of winding-up (in the case of a Corporation).
- 17.2 Upon death of an Individual Member or an Overseas Member (in the case of an individual), such membership shall be vested in his legal heir who shall become a Member of the same category. Upon the commencement of winding-up or dissolution of a Member which is a Corporation (other than an Honorary Member), such Membership shall be vested in its receiver or liquidator (as the case may be) and:-
- (a) all rights and entitlement (including those of Cardholders) shall cease;
 - (b) the receiver or liquidator (as the case may be) may nominate another person or Corporation to take up the Membership by way of transfer within three (3) months from the date of commencement of winding-up, subject to the discretion of the Company and the procedures regarding admission (including payment of the applicable transfer fees prescribed by the Company from time to time) as set out in the Club Rules; and
 - (c) if no transfer pursuant to (b) is effected within the prescribed period, the Membership shall be terminated.

18 NOTICES

- 18.1 All Members shall notify the Company of a correspondence address

which shall be shown in the register of Members kept by the Company and subject to rule 18.3, all notices and communications by the Company or the Club to Members shall be sent to such addresses. Neither the Club nor the Company shall be obliged to take any notice of any address other than such registered address.

18.2 Notices shall be given by Members to the Club by posting the same in a prepaid letter addressed to the Club or the Company at the registered office of the Company and every such notice given to the Company or the Club shall not be effective until actual receipt of such notice by the Company.

18.3 Notices by the Company or the Club to the Members may be uploaded to the website of the Company at www.hilltopcountryclub.com or be posted on the notice board located inside the Club and, at the option of the Company, be given by way of posts to Members addressed to the Member at its address shown on the register of Members and every such notice given to the Member by way of uploads to the website or by posting on the notice board shall take immediate effect thereon and every such notice given by way of posts shall be deemed to have been served 24 hours after the time of posting in the case of inland mail and 7 days after the time of posting in the case of overseas airmails.

19 MEMBERS' GUESTS

19.1 Each Member and Cardholder may bring guest(s) to use the Club's sports facilities subject to a day pass(es) with a charge as may be prescribed from time to time by the Company and the maximum number of guests that can be brought by each Member shall be prescribed by the Company from time to time. However, Members and Cardholders can entertain any number of guests without the requirement of day pass at the Club's food & beverage outlets on any day during the opening hours of the Club.

19.2 The names of visiting guests using the Club's sports facilities must be entered into the Club's visitors book which must be countersigned by the host Member or Cardholder and respective host Members or Cardholders shall be fully responsible for all expenses incurred at the Club by their guests. Guests registration for using the food & beverage outlet is not required.

19.3 Host Members and Cardholders must advise and ensure their guests observe the Club Rules and shall be responsible for their guests' conduct acts neglects and omissions.

19.4 All Members' or Cardholders' guests shall be accompanied by Members or Cardholders unless prior written consent has been obtained from the Company. The Company may refuse admission of any guests without giving reasons.

19.5 The Company may from time to time prescribe rules and polices for use of the Club's facilities by guests of Members of Cardholders and all Members and Cardholders shall abide by the same.

20 SETTLEMENT OF ACCOUNTS

20.1 All expense incurred at the Club are on credit payable monthly in arrear, and Members must present their Membership cards and countersign the relevant bills as they are incurred.

20.2 If a Member has an outstanding balance to be settled with the Club, the Company has the discretion to request deposit payment prior to further use of the Club's facilities.

20.3 All accounts and/or payment notices must be settled by the Members within ten (10) days of presentation. If any amount shall remain outstanding and unpaid for a period of 30 days after issue of the relevant statement by the Company, the Company may put the name of the relevant Member and/or the Cardholder in a public place in the Club's premises, and if the amount owing or any part thereof shall remain unpaid for a further period of 30 days, the Company shall have the right to (i) suspend the Member's Membership or the use of the Club's facilities by the relevant nominee and/or Cardholder and/or (ii) terminate the Membership or revoke the relevant nomination and/or the Club Card issued to the relevant Cardholder, and the Company may nevertheless take such action, as it considers appropriate, to recover such amounts which remain owing. The Company may at its sole discretion reinstate the Membership of such Member and/or the nomination of such nominee and/or the Club Card of such Cardholder subject to full payment of the amount due and interest at a rate as the Company may prescribe from time to time.

20.4 Overseas Members shall pay and discharge all charges and expenses incurred at the Club by Bank Autopay ensuring payments are received by the Company by due date.

21 RESIGNATION OF MEMBERSHIP

21.1 A Member may resign his/its Membership at any time by written

notice to the Company. All cards and other identifications or permits issued by the Company should be surrendered upon such resignation.

21.2 All outstanding accounts incurred including the Subscription Fee should be settled in full prior to the cancellation of Membership.

21.3 Entrance Fee paid is non-refundable.

22 ***LANGUAGE***

22.1 These Club Rules are prepared in both English and Chinese. If there is any inconsistency between two versions, the English version shall prevail.

Revised 14 November 2022