

# MEMBERSHIP HANDBOOK



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## 1. CLUB NAME

- 1.1 The Club will be named as The Hong Kong Parkview Club (**the "Club"**).
- 1.2 The registered address of the Club is at 88 Tai Tam Reservoir Road, Hong Kong (**"Clubhouse"**).

## 2. CONSTITUTION

- 2.1 The Club is solely owned by The Hong Kong Parkview Clubhouse Limited (**"Proprietor"**).
- 2.2 The Proprietor has appointed Hong Kong Parkview Management Services Limited (**"Club Management"**) to manage and operate all businesses of the Club and to deal with all matters incidental to its operation.
- 2.3 Club membership does not give any ownership, right, title or benefit to or in any of the Club assets or property. Rights of the members to the Club (collectively **"Members"** and singularly **"Member"**) will vary according to the category of membership a Member belongs to in the manner as more particularly prescribed in clause 9 hereinbelow.
- 2.4 When used herein, words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations.
- 2.5 Subject to and without prejudice to the generality of clause 27 hereinbelow, any dispute or difference over the interpretation or meaning of the provisions in this Handbook and/or any rules and regulations applicable to the Club from time to time (collectively referred to as **"Applicable Bye-laws"**) and/or any other matter relating to the Club shall be determined by the Proprietor whose decision shall be final and conclusive as against and binding on all parties concerned.

### 3. OBJECTIVE

- 3.1 The Club aims to provide Members and their guests (collectively "**Guests**" and singularly "**Guest**") with high end recreational facilities and dining facilities in a social and convivial environment.

### 4. MEMBERSHIP RIGHTS

- 4.1 Subject to the provisions hereinafter contained and without prejudice to the geniality of clause 9 hereinbelow, Members may use and enjoy all the facilities of the Club in the manner as prescribed by and under the Applicable Bye-Laws which include the provisions herein set out and those to be made, revised, amended or otherwise adopted by the Proprietor and/or the Club from time to time.
- 4.2 The Proprietor shall solely be responsible for all matters, financial and otherwise, concerning the enforcement of the Applicable Bye-Laws and operations of the Club and may from time to time amend repeal, add or otherwise revise such rules, regulations and bye-laws in his absolute discretion.
- 4.3 The Premises on which the Club is situated and the facilities, furniture and fixtures thereof thereon and therein are all provided, whether direct or indirectly (through his associated companies, agents, contractors, employees, vendors, suppliers or otherwise person or persons as designated, nominated appointed or authorised by him from time to time), by and thus owned absolutely by the Proprietor.

## **5. OPERATING HOURS**

5.1 The Club Management reserves the right to vary or revise the opening hours and/or timetables, and to close the facilities and outlets or any part thereof for maintenance or otherwise, as he sees fit without notice.

5.2 **PRIVATE DINING, CONFERENCE AND FUNCTION ROOMS**  
Private dining rooms and conference and function rooms are available for patronage by Members or Guests during the Club's opening hours subject to prior bookings (on the first-come-first-served basis) and availability.

5.3 **TAKEAWAY**  
Takeaway services are available from the various restaurants and outlets in the Club.

## **6. DRESS CODES**

6.1 Casual wear (except shorts, singlets and rubber sandals and sportswear (unless within the Spa and Resort) is allowed in and around the Clubhouse. The Proprietor (and Club Management) reserves the right to refuse entry into the Clubhouse any Member, Guest or person who is considered to be dressed inappropriately.

6.2 Members are requested to ensure that their guests are aware of and respect such dress codes.

## **7. RESERVATIONS/BOOKINGS**

- 7.1 Reservations/bookings for the use of facilities in the Club may be made either by telephone with or in person at the Spa and Resort Reception. All such reservations/bookings are made on the first-come-first-served basis and subject to availability of the relevant facilities. Members shall provide their membership details when making such reservation/booking.
- 7.2 A reservation/booking shall automatically be cancelled if the Member making such reservation/booking is absent at the time reserved or booked for thirty (30) minutes or more and will notwithstanding such cancellation remain liable for the payment of any charges otherwise due in respect of the reservation/booking.

## **8. OPERATION OF THE CLUB**

- 8.1 The Proprietor (and/or Club Management) may from time to time alter, amend, modify, add to, vary or otherwise revise any of the Applicable Bye-laws. Club Management shall notify Members of every such alteration etc. in such manner as it may consider appropriate and every such alteration, amendment, modification, addition, variation or otherwise revision shall take effect on such date as the Proprietor (and/or Club Management) may prescribe or announce from time to time.
- 8.2 The Proprietor (and/or Club Management) may adopt such means as it deems appropriate to bring to the notice of Members and other patrons of the Club and its facilities all the Applicable Bye-laws from time to time. Copies of such Applicable Bye-laws shall be made available for inspection by Members and such patrons upon specific request. All the Applicable Bye-laws shall be binding upon all Members and such patrons.

## 9. MEMBERSHIP POLICY

### 9.1 MEMBERSHIP

9.1.1 Application for Membership to the Club ("**Membership**") is by invitation of the Proprietor only.

9.1.2 All applications for Membership, with documentary evidence of the Proprietor's invitation in support, must be made in writing in the prescribed forms.

9.1.3 Rights and obligations of and attaching to Members of the Club are subject to or otherwise governed by Applicable By-laws from time to time.

### 9.2 MEMBERSHIP CATEGORIES

(i) Individual; and

(ii) Corporate

### 9.3 INDIVIDUAL MEMBERSHIP

Any individual over the age of 18 years is eligible, subject to invitation of the Proprietor, to apply for individual membership of the Club.

### 9.4 CORPORATE MEMBERSHIP

9.4.1 Corporate Member shall, subject to invitation of the Proprietor, be a corporation ("**Corporation**") which is:-

(i) a company or corporation duly incorporated and validly existing under the laws of the jurisdiction of its incorporation, or

(ii) a partnership, a firm or an unincorporated association validly existing under the laws of the jurisdiction of its registration or formation and recognized by the Company.

- 9.4.2 The membership of a Corporate Member shall be held in the name of the Corporation.
- 9.4.3 Corporate Member may nominate not more than 12 of its executives as nominees who will then be entitled to full use of the Club's facilities at the Clubhouse subject to the Applicable Bye-laws from time to time.
- 9.4.4 The Corporation who is a Corporate Member may change its nomination by the submission of a duly completed and executed "Letter of Nominee Transfer" in the prescribed form together with payment of an administration fee as prescribed by the Proprietor (and/or Club Management) from time to time.
- 9.4.5 No application for change of nomination referred to in 9.4.4 hereinabove shall be approved or otherwise allowed until and unless the said administration fee is fully paid and all outstanding payments standing to the account under the outgoing nominee of the Corporate Member shall have been fully settled. Unless otherwise agreed in writing by the Proprietor, all such administration fee and outstanding payments shall be billed to and payable by the relevant Corporate Member.
- 9.5 Irrespective of the category of membership a Member belongs to, he shall not use the Club facilities if he makes default in paying his membership fees when they fall due.
- 9.6 Individual Members and Corporate Members may apply for supplementary cards for their spouses and children over the age of 18 years subject to payment of the supplementary membership fees as prescribed by the Proprietor (and/or Club Management) from time to time.



## 10. MEMBERSHIP ACCEPTANCE

- 10.1 Applications for membership to the Club shall be by invitation of the Proprietor only and shall be made on specified application forms. Decision on acceptance for membership is made by the Proprietor at his absolute discretion.
- 10.2 An annual membership fee of such amount as the Proprietor shall prescribe from time to time is payable on a successful application within [ 7 ] days after the successful applicant shall have been notified of the acceptance. Failing such payment in the manner aforesaid, the acceptance shall automatically be withdrawn or otherwise cancelled.
- 10.3 The Proprietor may, from time to time, impose, add, delete, replace, vary, change or otherwise revise the conditions of each category of membership to the Club and the criteria for acceptance of applications for membership to the Club as he deems fit.
- 10.4 Only persons who are, subject to the Proprietor's invitation and approval, ordinarily resident at the Hong Kong Parkview shall prior be eligible to join as an Individual Member of the Club, provided always that all the prescribed fees are paid and all the Applicable Bye-laws are complied with.
- 10.5 Membership fees are non-refundable and non-transferable, in whole or in part.
- 10.6 No applicant whose request for membership as an Individual Member or as a Corporate Member has been refused may make any further application until a period of 12 months after such refusal shall have elapsed.

- 10.7 Upon cessation or otherwise termination of membership to the Club, all membership cards (including supplementary cards if any) shall be returned and surrendered to Club Management.

## **11. REGISTER OF MEMBERSHIP**

- 11.1 A Register of Members shall be compiled and kept by the Membership Department of Club Management.
- 11.2 Every Member shall furnish Club Management with an address within Hong Kong or elsewhere with address proof to the satisfaction of Club Management, to which notices, billings, circulars and other Club publications and notifications are to be delivered or posted. The Register of Members shall contain such address and other particulars and be in such form as the Proprietor (and/or Club Management) may from time to time prescribe and/or as the law may from time to time require.

## **12. MEMBERSHIP CARD**

- 12.1 Upon acceptance of an application for membership by the Proprietor and the payment of the annual membership fee by the successful applicant, a membership card of the appropriate category will be issued to the applicant.
- 12.2 All fees, charges or otherwise money payable by a Member shall be settled by cash or major credit cards on the due dates.

## **13. DAMAGED OR LOST CARD**

Members shall report to the Membership Department of Club Management on any damage to or loss of any of the membership card(s) (including supplementary cards) issued under their membership. A handling fee shall be charged for each replacement membership card or prescribed by the Proprietor (and/or Club Management) from time to time.

## **14. NOTICES**

- 14.1 Pursuant to clause 11.2 above, each Member shall register with the Club an address to which any notices, billings and otherwise Club communications may be sent. In addition, he shall notify Club Management of any change to such registered address promptly upon such change in writing as soon as practicable. Failing such notification, the address appearing in the Register of Members shall be deemed the last known address of the Member in question for the purpose of this clause 14.
- 14.2 Any notice, billings or otherwise Club communication to be given to any Member may be given by sending the same by pre-paid post addressed to such Member at the registered address. Any notice or otherwise communication to be given by a Member to the Proprietor may be given by sending the same by pre-paid post addressed to the Club Management at its Registered Office appearing in Clause 1.2 hereinabove or in such manner and otherwise at such address as Club Management may from time to time prescribe.
- 14.3 Any notice given by pre-paid post shall be deemed to have been served on the date following the date on which the same was posted and in proving such service, it shall be sufficient if the envelope containing the notice was properly addressed, stamped and posted.

## **15. TRANSFER OF MEMBERSHIP**

The membership is non-transferrable.

## **16. WITHDRAWAL AND TERMINATION OF MEMBERSHIP**

A Member shall forthwith and/or automatically cease to be a Member of the Club under the following circumstances:-

- 16.1 In case of an Individual Member or a Corporate Member, when he is an adjudged bankrupt;
- 16.2 In the case of a Corporate Member, when an effective resolution for the winding up or bankruptcy (in case it is a partnership or an unincorporated firm) of the Member is validly and duly passed or an order for the winding up or bankruptcy (an against any of the Partners) of the Member is made by a court of competent jurisdiction; or if the Member is dissolved or ceases to exist or function;
- 16.3 In the case of a Corporate Member which is a partnership, when the partnership is dissolved or any of the partners is adjudged bankrupt or makes a composition with the creditors of such partner; or
- 16.4 When the Proprietor expels such Member in accordance with Clause 17 hereinbelow.

## **17. EXPULSION OF MEMBERS**

The Proprietor may, if it considers that:

- 17.1 Any Member or the spouse of any Member conducts himself or herself in any way injurious to the Club or contrary to the interest of the Club or is otherwise acting in a way unbecoming of a Member of the Club;
- 17.2 Any Member is in breach of any of the Applicable Bye-laws from time to time, or

- 17.3 Any Member defaults in payment of any account at its discretion and without giving any reason therefor suspend such Member from use of the Club facilities or expel such Member from the Club.
- 17.4 A Member who has been expelled from the Club shall no longer have any rights, benefits or privileges attaching to such membership and shall forthwith cease to be entitled to use the Club or any of its facilities with Clubhouse otherwise.

## **18. DEATH OF MEMBERS**

The rights of an Individual Member shall cease upon his death save and except that his surviving spouse may, within 3 months from the date of the death of such Member and upon serving an appropriate notice in writing on the Proprietor, apply to substitute as such Member with an intention that he or she will be entitled to all the rights and privileges attaching to such membership without payment of any administration fee or annual membership fee for the unexpired period of its relevant yearly membership during the year of death of the said Individual Member.

## **19. PAYMENT OF ACCOUNTS**

- 19.1 Every Member is required to produce his Membership Card for identification purposes each time when he pays patron to the Club or its facilities.
- 19.2 Members must settle all charges for use of any facilities of the Club at the Clubhouse by cash or other major credit cards.

## 20. GUESTS

- 20.1 Any individual accompanied by a Member may be admitted to the Club as a guest ("**Guest**") provided the accompanying Member shall stay with his guest at all times during his presence at the Club.
- 20.2 Members will be held fully responsible for the conduct of their guests and for all charges incurred by them during their visit in the Club.
- 20.3 Guests may use the restaurants, function rooms, social and sporting facilities at the Club subject to availability.
- 20.4 The Proprietor (and/or Club Management) may without assigning any reason therefor withdraw or terminate the admission into the Club by any Guest, whether he is then at the Clubhouse or using any of its facilities or otherwise, and may deny entry into the Club by all Guests at any time as he deems fit.
- 20.5 No Member shall at any time bring to the Club any person from whom admission to the Club has been withdrawn or terminated by the Proprietor (and/or Club Management) or whose application for election as a member has previously been refused by the Proprietor.
- 20.6 All fees, charges or otherwise money incurred by any Guest in his using or consuming the facilities of the Club shall be billed to and paid by his Member-host.
- 20.7 The Proprietor (and/or Club Management) restrict the number of guests allowed to use or consume the facilities of the Club at the Clubhouse as he deems fit especially when other Members shall become inconvenienced by the presence of the Guests.

## 21. PETS

No pets of any description shall be brought into the Club at any time.

## **22. CONDUCT**

- 22.1 Members (and their Guests) shall at all times conduct themselves in a responsible and civilised manner and shall avoid doing anything which may likely annoy or offend other Members, Guests or employees of the Club.
- 22.2 Members (or their Guests) who wish to complain about the conduct of any other Member (or his Guests) or Club employees should submit a written complaint to the Proprietor. Members (or their Guests) shall not reprimand any Club employee personally but to draw their complaint to the attention of the Club Management as soon as practicable.
- 22.3 Except with the express consent of the Proprietor (and/or Club Management) in writing, no Club employee shall be permitted to perform any personal errand for or on behalf of any Member or his Guests.
- 22.4 Members (or their guests) shall not induce or solicit any employee of the Club to leave his service of the Club.
- 22.5 The use of any private radio, mobile phone or musical instrument at the Club without the approval of the Proprietor is prohibited.
- 22.6 No food or drink may be brought into the Club for consumption by Members (or their Guests), except by special arrangement with the Proprietor (and/or Club Management) beforehand.

## **23. CLUB PROPERTY**

- 23.1 No property belonging to the Club shall be removed from the Clubhouse without the prior consent of the Proprietor in writing.
- 23.2 The Proprietor reserves the right to require any Member to reimburse the Club for the full cost of repairing or replacing any Club property damaged or destroyed by him, his spouses, or his Guests, whether accidentally or otherwise.

## **24. CLUB LIABILITY**

- 24.1 The Club will not accept any liability for any damage or loss of whatever nature to any Member or their guests, which may occur in the Clubhouse or through the use of its facilities. Members or guests patronising the Club and using its facilities shall do so at their own risk.
- 24.2 The Club accepts no responsibility for the loss of, theft of, or damage to any property of any Member or his Guests at the Clubhouse. Such property shall include any valuables a Member or his Guest entrusts to the care of any officer or employee of the Club and the Member or his Guest does so at his own risk.

## **25. LOST PROPERTY**

- 25.1 Any Member (or his guests) shall report any loss of property suspected to have happened in the Clubhouse to the Proprietor (and/or Club Management) with requisite details as soon as practicable.
- 25.2 In case such lost property or an article which may match its description is found in the Clubhouse or otherwise, the Proprietor (and/or Club Management) may cause a notice to be posted up at the Clubhouse in respect of such finding.
- 25.3 In case the article found is not claimed by the Member (or his Guest) or any person within three (3) months of such posting up, the Proprietor (and/or Club Management) shall have the right to dispose of the same in a manner as he deems fit without incurring any liability whatsoever as against the Member (or his Guest) in any manner.

## **26. DAMAGE**

The cost of repairing or replacing any property belonging to the Club which is broken or damaged by a Member (or his Guest) shall be payable by the Member.



## **27. DISPUTES AND COMPLAINTS**

27.1 Disputes among Members and/or complaints by Members should be addressed to the Proprietor in writing, duly signed and dated. All such disputes and complaints shall be dealt with by the Proprietor as he deems fit either alone or with assistance of mediator(s).

27.2 In case of doubt, difference or dispute arising between a Member and the Proprietor which may affect the interpretation, enforcement or validity of any of the Applicable Bye-laws then the matter in difference shall be resolved by way of mediation by a mediator or mediators to be appointed by the parties in question. Failing such agreement, such appointment is to be made, upon the application of any of them to the Law Society of Hong Kong, by its President for the time being. The cost of such mediation will be borne by the parties in question in equal shares or paid in any manner as to be agreed by the relevant parties.

## **28. CHARGES**

The charges payable from time to time in respect of the use of the Club facilities shall be decided by the Proprietor (and/or Club Management) and notification of such charges and any variations thereto shall be displayed or posted up at the appropriate notice board in the Clubhouse.

## **29. NOTIFICATION**

Any provisions herein requiring notice to be given shall be sufficiently complied with if notice is given as soon as reasonably practicable in the manner as prescribed in clause 14 hereinabove or otherwise as the Proprietor may deem appropriate having regard to the circumstances.

### **30. COMMUNICATION**

- 30.1 No Member shall issue or send any letter or communicate with any newspaper, magazine or other media using the registered office of the Club as his correspondence address or otherwise, nor shall the address of the Club be used for any business or advertising purposes by any Member.
- 30.2 Any correspondence addressed to any Member and received care-of the Club will be redirected, in the absence of contrary instructions from such Member to his address registered with the Club but the Club shall not be responsible for any errors or omissions or otherwise loss or damage which the Member may suffer in so doing.

### **31. MEETING PLACE**

A Member shall not nominate the Registered Office of the Club, by newspaper or other public advertisement, as a place for any meeting without first obtaining the prior permission of the Proprietor (and/or Club Management) in writing.

### **32. PUBLICITY**

As it is not the policy of the Club to seek publicity, no Member is allowed to use the name of the Club for any report notice, circular, advertisement or announcement on newspapers, journals or otherwise publications unrelated to the Proprietor and the Club concerning his private function. In no circumstances will press photographers or reporters be permitted to enter the Clubhouse in an official capacity except with the express permission of the Proprietor (and/or Club Management).

### **33. MEMBERS' SERVANTS / AMAHS**

Member's servants and amahs are welcome to the Clubhouse but are nevertheless not allowed to use any of the Club facilities.

#### **34. DONATIONS**

Members or their Guests are not permitted to sell raffle tickets or articles of any description in the Club, or to ask for donations, public or private, in the Clubhouse.

#### **35. EVENTS**

Any social, sporting or other activity associated with the Club and/or taking place in the Clubhouse , may be postponed, or cancelled at the sole discretion of the Proprietor (and/or Club Management) as he deems fit without assigning any reason therefor.

#### **36. GAMES**

36.1 Only those games authorized by the Proprietor (and/or Club Management) from time to time may be played at the Clubhouse.

36.2 No private coaching or teaching shall be conducted at the Club except with prior arrangement and permission in writing of the Proprietor (and/or Club Management).