



## TELEPHONE DIRECTORY

---

### DIRECT LINES

General Manager	2216 5711
Membership Manager	2216 5715
Food & Beverage Manager	2216 5731
Fitness Centre	2216 5702
Chief Accountant	2216 5717

## GENERAL ENQUIRIES

---

### CLUB ADDRESS

4/F Dorset House, Taikoo Place, 979 King's Road  
Quarry Bay, Hong Kong

[info@refineryclub.com](mailto:info@refineryclub.com)

*Telephone – 2216 5700*

*Facsimile – 2968 5600*

[www.refineryclub.com](http://www.refineryclub.com)

**Note:** Information provided above is correct as at the date of publication of this Handbook. Please make enquiries with the Club Reception for changes (if any) to the Telephone Directory and General Enquiries.

## GENERAL INFORMATION

Unless otherwise defined, capitalized words used in this section shall have the meanings given to them in the Bye-Laws of The Refinery.

### **CAR PARKING**

Car parking facilities are available at Taikoo Place. Use of such parking facilities are subject to the terms and conditions as may from time to time be prescribed by the provider of the car parking facilities.

### **CHILDREN**

When accompanied by their parent Member, children over the age of six may be admitted on any evening after 5:30 p.m. Such age restriction will not apply on Saturdays.

Children under the age of 18 will not be allowed in the Bar and Lounges or the Fitness Centre at all times.

Children under the age of 18 are not permitted to drink liquor on the Club premises.

### **CLUB HOURS**

The Club premises will be open from 7:00 a.m. – 11:00 p.m. and, subject to restrictions applicable to specific areas of the Club premises, will normally be available for use by Members, Nominees and their guests from Monday to Saturday, unless notification to the contrary is given by the Club Management, or when typhoon signal No. 8 or the Black Rain Storm Warning Signal is hoisted, whereupon

the Club will automatically close. The Club will be closed on Sundays and Public Holidays.

## **COMPLAINTS**

Any complaints from a Member or Nominee should be addressed to the General Manager in writing.

## **CONDUCT**

Members, Nominees and their guests shall always conduct themselves in a responsible fashion and shall avoid doing anything which will or may likely annoy or give offence to other Members, Nominees, guests or employees of the Club.

Members, Nominees or their guests who wish to complain about the conduct of any Members, Nominees, guests or Club employees should submit a written complaint to the General Manager. Members, Nominees or their guests are requested not to reprimand any Club employee personally but to draw their complaint to the attention of the General Manager.

Except with the express consent of the General Manager, no Club employee shall be permitted to perform any personal errands on behalf of any Member, Nominee or their guests.

Members or Nominees or their guests shall not induce any Club employee to leave the service of the Club.

The use on the Club premises of any musical instrument, camera or video recording equipment (including smart phones or other electronic devices for photo-taking or recording purposes) without the General Manager's approval is prohibited. Such restriction does not apply in the private dining room during periods when it has been booked by a Member or a Nominee for a function.

No food or drink may be brought onto the Club premises for consumption by Members, Nominees or their guests, except by special arrangement with the General Manager.

No cash sales are allowed. All sales shall be charged to Members' accounts and Members are required to produce their membership cards and sign chits therefore.

## **DRESS CODE**

Casual wear (except torn jeans, shorts, singlets and sandals) may be worn on the Club premises. The Board of Directors reserves the right to direct the staff member to refuse entry to any person who is considered to be dressed in an inappropriate fashion.

No sportswear (except within the Fitness Centre premises) may be worn on the Club premises.

Members and Nominees are requested to ensure that their guests are aware of, respect and observe the dress code of the Club.

## **GAMES**

Only those games authorised by the Board of Directors from time to time may be played on the Club premises.

## **LOST PROPERTY**

Any articles found on the Club premises will be kept by the Club and may be claimed from the General Manager. Any such articles which have not been claimed within a period of three (3) months may be disposed of in such manner as the General Manager shall decide without incurring any liability whatsoever resulting from such disposal.

## **MAGAZINES AND NEWSPAPERS**

Magazines, newspapers and periodicals are available at the Reception and the Bar and Lounges.

## **MAIL**

Incoming mail addressed to any Member or Nominee is to be collected from the Reception. The Club shall have no responsibility to notify a Member or Nominee on receipt of any incoming mail addressed to him/her.

## **MESSAGES**

Messages for Members, Nominees or their guests should be left at the Reception.

## **MOBILE TELEPHONE AND ELECTRONIC DEVICES**

Mobile telephones must be kept on silent mode at all times within the Club premises and are permitted to be used for communication in the Terrace only.

I-pads, kindles or other similar tablets may be used in the Bar and Lounges and the Terrace on the condition that they are used on silent mode only.

Telephone and electronic devices may be used in the private dining room only during periods when it has been booked by a Member or a Nominee for a function.

Save as aforesaid, mobile telephones or electronic devices of any description may not be used to receive, play, or communicate audibly.

## **PETS**

No pets or animals of any description shall be brought onto the Club premises at any time.

## **PHOTOGRAPHS**

No person shall take photographs on the Club premises except in private dining room and during such periods when it has been booked by a Member [*or a Nominee*] for a function.

## **PRIVATE FUNCTIONS**

The private dining room within the Club premises is available for use by Members or Nominees for private functions by arrangement with the Food and Beverage Manager.

A Member or Nominee may, subject to availability, book an area within the Club premises for an event but such area will not be a private area as it cannot be fully enclosed. The only exception would be if the entire venue is booked, say, on a Sunday or Public Holiday when the Club is officially closed to other Members. In these circumstances, the entire venue will be considered as a private area booked for private functions and the normal restrictions will not apply.

## **RECIPROCAL ARRANGEMENTS**

The names of those clubs with which the Club enjoys reciprocity from time to time are available on the Club's website or from the Membership Department.

## **RESERVATIONS**

Reservations for the use of facilities from time to time available on the Club premises (including tables in the Main Dining Room, Private Dining Room and Semi Private Dining Room) may be made either by telephone, in person or online. A Member or Nominee reserving such facilities shall quote his/her membership number if so requested.

If a Member or Nominee who has reserved any facility or booked any personal training session is not present within fifteen (15) minutes of the time specified, then the reservation or booking will be deemed cancelled. Members or Nominees making reservations or bookings will, notwithstanding such deemed cancellation, remain liable for the payment of any charges due in respect of the reservation or booking. A Member or Nominee may cancel his/her dining reservation or personal training session by giving not less than 24 hours' advance notice, without being liable for payment of charges due in respect of the reservation or booking. For special events, 100% of the guaranteed charges shall be levied should cancellation be made on or after the confirmation is signed and received by the Club.

## **TAKEAWAY**

A takeaway service is available from the Club premises. Orders shall be placed online or sent by facsimile for pick-up at the Club Reception from 11:30 a.m. – 9:00 p.m. The Club's personalised delivery service will be restricted to Members within Taikoo Place with a minimum expenditure of such amount as the Board of Directors shall determine and adjust from time to time.

## **VALUABLES ETC.**

Members, Nominees or their guests shall be responsible for the safety and security of their own property and belongings (including valuables) brought onto the Club premises. The Club accepts no responsibility for the loss

of, theft of, or damage to, any property or belongings (including valuables) of any Member, Nominee or his/her guests, including any valuables placed with any officer or employee of the Club. Any Member or Nominee or his/her guests who place or otherwise leave any of his/her/their property or belongings (including valuables) with any officer or employee of the Club shall do so at his/her/its own risk.

## **BYE-LAWS**

## INTRODUCTION

1. The name of the Club is **The Refinery** (the "Club").
- 2.1 The Club is a proprietary club and the proprietor is Taikoo Place Holdings Limited (the "Proprietor").
- 2.2 These Bye-laws are published by order of the Proprietor.
- 2.3 In these Bye-laws, unless the context otherwise defines or permits:
  - (a) A "Member" shall mean a Member of the Club and shall include an Individual Member, Corporate Member, Evening Member, Honorary Member, Temporary Member and any additional category of members (if any) as may be introduced by the Board of Directors (as defined below) pursuant to these Bye-laws.
  - (b) A "Nominee" shall mean a person nominated by a Corporate Member and accepted by the Board of Directors, who shall be permitted to use the facilities of the Club in accordance with these Bye-laws.
- 2.4 The membership of any Member or appointment or nomination of a Nominee does not and will not confer upon them any ownership, interest, right, benefit or title to or in any of the property or assets of the Club. Likewise, no Member or

Nominee will by virtue of such membership or appointment or nomination, assume any liability whatsoever other than in relation to the due and punctual payment of applicable fees, membership entrance fees, subscriptions, charges and other expenses from time to time payable to the Club as a Member or a Nominee or in connection with the use of the Club facilities and the due observance and performance of these Bye-laws and other rules and regulations as may from time to time be prescribed by the Proprietor.

## CLUB PREMISES

3. The Club premises are located on level 4, Dorset House, Taikoo Place, 979 King's Road, Hong Kong (the "Club premises").

## CLUB HOURS

4. The Club premises will be open from 7:00 a.m. – 11:00 p.m. and, subject to restrictions applicable to specific areas of the Club premises, will normally be available for use by Members, Nominees and their guests from Monday to Saturday, unless notification to the contrary is given by the management of the Club (the "Club Management"), or when typhoon signal No. 8 or the Black Rain Storm Warning Signal is hoisted, whereupon the Club will automatically close. The Club will be closed on Sundays and public holidays.

## **OPERATION OF THE CLUB**

### **5. The Board of Directors**

The Club will be governed by the Board of Directors of the Proprietor (the "Board of Directors").

### **6. Power of the Board of Directors**

6.1 The Board of Directors shall have power, from time to time, to (i) determine, adjust and change the membership entrance fees, subscriptions and other fees, charges and expenses payable by a Member or a Nominee hereunder, (ii) determine or amend the qualifications for admission to the different categories and sub-categories of memberships, and (iii) make, alter, add to and repeal all such Bye-laws as it may deem necessary, expedient or convenient for the efficient running of the Club and for the proper conduct and management of its affairs, for the regulation of the conduct of Members and Nominees and other persons entitled to use the Club premises and its facilities, and in particular, but without limiting the generality of the foregoing, the Board of Directors may make, alter, add to or repeal Bye-laws governing:

(a) the manner in which companies, firms, businesses, persons and other entities may be admitted as Members and the introduction of new categories of memberships;

(b) the terms and conditions upon which companies, firms, businesses, persons and other entities shall be admitted as Members or appointed or nominated as Nominees and the use of the Club premises and the Club facilities by such Members, Nominees and their guests;

(c) the admission of (i) spouses of individual persons who are Members or Nominees and (ii) guests of Members or Nominees to the Club premises and the control and conduct of such spouses and guests within the Club premises;

(d) the circumstances in which the membership of a Member or right of a Nominee to use the Club shall cease, be terminated or suspended and the circumstances in which the rights and privileges of spouses and guests may be terminated or suspended;

(e) the conduct and dress code of Members, Nominees and others admitted to the Club premises and the use of the Club facilities;

(f) the times of opening and closing of the Club premises, or any part thereof;

(g) the setting aside of the whole or any part or parts of the Club premises for designated Members, Nominees and/or their guests at any particular time or times or for any particular purpose or purposes;



- (h) the terms and conditions upon which any services or property of the Club may be supplied, lent, hired or let to any person;
- (i) the preparation and presentation of accounts of Members and the manner of dealing with unpaid accounts;
- (j) the advance reservation of function, private dining and other rooms, of table space in dining rooms and of recreational and other facilities and amenities provided by the Club;
- (k) generally, all such matters as are commonly the subject matter of the Bye-laws of the Club or other rules and regulations governing the use of the Club or otherwise necessary or desirable for the orderly conduct of the affairs of the Club.

**6.2** The Board of Directors shall adopt such means as it deems sufficient to bring to the notice of Members, Nominees and other persons admitted to the use of the Club premises and the Club facilities all Bye-laws, alterations and additions thereto and repeals thereof. Copies of all Bye-laws (as may be amended from time to time) shall be kept at the membership office and shall be open to inspection by Members, Nominees and such other persons as aforesaid. All such Bye-laws (as may be amended from time to time), so long as they shall be in force, shall be binding upon all Members, Nominees and such other persons aforesaid.

**6.3** Any alterations, additions to or repeal of the Bye-laws shall come into force on such date as the Board of Directors may decide.

## **MEMBERSHIP POLICY**

### **7. Membership Policy**

#### **7.1 Membership**

- (a) Membership in The Refinery is initially by invitation only.
- (b) Once a core of Members has been established to the satisfaction of the Board of Directors, new Members may be proposed by existing Members subject to the final approval of the Board of Directors and in accordance with the procedures and requirements laid down by the Board of Directors from time to time.
- (c) Applications for all categories of membership of the Club and appointment or nomination of Nominees shall all be subject to the approval of the Board of Directors at its absolute discretion.
- (d) It is a condition of membership of the Club that all monthly accounts are settled by autopay. Membership cards will only be issued after the completion of the processing of autopay authorisation forms and all relevant autopay procedures.

- (e) An applicant whose application for membership or whose request for appointment or nomination as a Nominee is refused shall not make any further application for membership or appointment or nomination as a Nominee until a period of 12 months has elapsed after such refusal.
- (f) Applicants elected for membership or accepted as Nominees shall be so notified by the membership manager (the "Membership Manager") as soon as possible and supplied with a copy of these Bye-laws together with details of the membership entrance fee, subscriptions and other fees and charges payable. Such fees shall be paid within fourteen (14) days of such election or acceptance, failing which the membership or nomination shall be deemed to have lapsed or rejected by the applicant, unless in the opinion of the Board of Directors there are extenuating circumstances that warrant an additional period of time being granted for payment.
- (g) No new Member or Nominee shall be entitled to make use of the Club facilities unless their membership entrance fees, subscriptions and any other fees and charges which are due and payable have been fully paid.
- (h) All memberships are non-transferable and the membership entrance fees and subscriptions paid are non-refundable.

- (i) The Board of Directors may from time to time prescribe the minimum requirements of eligibility of candidates for membership or nomination, and the Board of Directors may also from time to time prescribe the qualifications or procedures for Members who wish to propose candidates for membership of the Club.

## 7.2

### Categories of Membership

**Membership of the Club is divided into the following categories and all Members shall be admitted to membership of and all Nominees shall be appointed or nominated as nominees of to the Club in accordance with these Bye-laws:**

#### (a) Individual Membership

The membership of an Individual Member ("Individual Membership") shall be held in the name of an individual who shall be over 21 years of age.

#### (b) Corporate Membership

The membership of a Corporate Member ("Corporate Membership") shall be held in the name of the corporation, company or partnership.

Corporate Membership will be divided into two sub-categories, namely:

- (i) tenants of Swire Properties Limited (or any of its subsidiaries); and
- (ii) non-tenants of Swire Properties Limited (or any of its subsidiaries).

A Corporate Member may, subject to these Bye-laws, nominate its executives or employees as Nominees who will then be entitled to use of the Club facilities in accordance with these Bye-laws.

Nominees will be required, as a condition of their nomination being approved, to abide by the Bye-laws of the Club.

The Board of Directors shall also have the power in its absolute discretion to prescribe, determine or amend the terms and conditions upon which a Corporate Membership is granted or a nomination is accepted by the Club.

(c) Honorary Membership

Honorary Members shall be such distinguished persons as the Board of Directors may invite to be and who shall agree to be Honorary Members for such duration and on such terms as the Board of Directors may decide.

(d) Evening Membership

The Board of Directors may, in its absolute discretion and upon application by a Corporate Member, allow individuals over the age of 21 who are executives or employees sponsored by a Corporate Member to become Evening Members. Evening Members are only permitted to use the Club facilities (except the Fitness Centre, changing rooms and sauna) after 4:00 p.m. on weekdays and at any time on Saturdays and no Evening Members will be permitted to use the Fitness Centre, changing rooms and sauna. The Board of Directors shall have power in its absolute discretion to restrict or to withdraw such evening membership and to determine the terms and conditions upon such evening membership is granted.

Subject to the restrictions as set out in this Sub-clause 7.2(d), Evening Members shall be treated as full Members (i.e. Corporate and Individual Members) for the purpose of these Bye-laws and (so far as the context permits or requires) all provisions herein shall apply equally to such Evening Members. All Evening Members shall abide by and observe and perform the Bye-laws of the Club as if he/she is a Member.

The Board of Directors shall from time to time determine the minimum monthly spending at the Club payable by an Evening Members and details thereof shall be released in such manner as it thinks fit. All charges incurred by an Evening Member (including its spouse and guests) shall be charged in the first place to the account of the Evening Member but the sponsoring Corporate Member shall be ultimately responsible for the payment of all monthly dues should its sponsored Evening Member fail to pay the same to the Club.

The sponsoring Corporate Member may at any time apply to the Board of Directors to change its sponsorship of an Evening Member subject to payment of a non-refundable re-nomination fee of such amount as may be determined by the Board of Directors from time to time. The affected Evening Member shall not be entitled to raise any objection to the change of sponsorship with the Club.

(e) Temporary Membership

Any Corporate Member or Individual Member who wishes to sponsor a Temporary Member shall make an application in writing to the General Manager. A person sponsored for Temporary Member status shall not ordinarily be resident in Hong Kong. No such person shall be entitled to use the Club facilities unless and until

- (i) the sponsorship by such Corporate Member or Individual Member has been approved by the Board of Directors; and
- (ii) the payment of a registration fee of three times the prevailing monthly subscriptions or such other amount as may for the time being be specified by the Board of Directors shall have been made.

Temporary Member status may be conferred, subject to the aforesaid, upon any individual who is 21 years of age or more and shall be valid for a period of two months from the date of approval by the Board of Directors in respect of the application for sponsorship.

Temporary Member shall abide by and observe and perform the Bye-laws of the Club as if he/she is a Member.

Any charges incurred by the Temporary Member at the Club shall be charged to the account of the sponsoring Member.

Temporary Members may use any of the Club facilities provided always that where the demand for use of any such facilities by the Members shall exceed the capacity of any such facilities which are available for use at any time, then the General Manager and the

staff of the Club shall be entitled to grant priority to Members.

No Member shall be entitled to sponsor more than two Temporary Members in any period of twelve months, and no Temporary Member may be sponsored more than once during such period.

### 7.3 Number of Memberships

The Board of Directors may, in its absolute discretion, determine the number of Members in each category. In addition, the Board of Directors shall have the power from time to time to increase or decrease the number of Members in any category as the Board of Directors deems necessary or expedient having regard to the available capacity of the Club facilities and, accordingly, to declare that applications for certain membership(s) will not be accepted notwithstanding that the number of Members of any particular category of membership shall not have reached the maximum number originally prescribed for such category.

## 8. **Spouses of Individual Members, Evening Members and Nominees**

8.1 The spouse of an Individual Member or a Nominee will only be issued with a spouse membership card upon written application and subject to the

due payment of the spouse monthly subscription fees. The spouse of an Individual Member or a Nominee will be entitled to use the Club facilities in accordance with these Bye-laws. The spouse of an Individual Member or of a Nominee who is not issued with a spouse membership card shall be treated as a guest for the purposes of these Bye-laws and all provisions relating to guests shall apply equally to such spouse.

For the avoidance of doubt, the spouse of an Evening Member shall not be entitled to any privilege to which his/her spouse (being the Evening Member is not entitled by virtue of the category of membership to which he/she belongs). Such spouse will be issued with a spouse membership card upon written application. The spouse of an Evening Member who is not issued with a spouse membership card shall be treated as guests for the purposes of these Bye-laws and all provisions relating to guests shall apply equally to such spouse.

The spouse of an Honorary Member will be issued with a spouse membership card upon written application and will be entitled to use the Club facilities in accordance with these Bye-laws without payment of any joining fee or monthly subscriptions fee.

No spouse membership card will be issued to a spouse of a Temporary Member.

8.2 Upon the death of an Individual Member, his/her membership shall be forfeited to the Club and the spouse of that Individual Member may then at the sole discretion of the Board of Directors be admitted to membership in place of the deceased Individual Member without payment of any membership entrance fee or on such terms and conditions as the Board of Directors determines to be reasonable in the circumstances.

## 9. Register of Membership

9.1 The Board of Directors shall cause the membership office (the "Membership Office") to maintain a register of Members.

9.2 Every Member and Nominee shall furnish the Membership Manager with an address within Hong Kong or elsewhere and an e-mail address to which notices, accounts payable, circulars and other Club notifications are to be delivered or posted. The register of Members shall contain such other particulars and be in such form as the Board of Directors may from time to time prescribe and/or as the law may from time to time require.

### 9.3 Membership Applications

All applications for membership or nomination of Nominee shall be made on a form supplied by the Club subject to the terms and conditions

prescribed by the Board of Directors from time to time and must be signed by the applicant, and (if applicable) his/her spouse. All Corporate Memberships must be endorsed by an authorised person of the Company.

Each application shall include such information as shall be required under the application form and any other information which the Board of Directors may require having regard to all relevant circumstances. All information supplied by an applicant in connection with an application to be admitted as a Member of the Club or a Nominee shall be kept confidential provided disclosure of the same may be made to the legal advisers and auditors of the Club or if so required by the court of a competent jurisdiction, a public authority or a regulatory authority or in accordance with applicable laws or regulations or otherwise for the purpose of the fulfilment of any rules, regulations or other requirements of any stock exchange or any relevant regulatory authority.

All applications shall be accompanied by cheques drawn in favour of **Taikoo Place Holdings Limited – The Refinery** for the entrance fees and any other fees as may be determined by the Board of Directors from time to time.

#### 9.4 Membership Cards

Members must present their membership card for access to the Fitness Centre.

Membership cards are to be presented when placing orders for food, beverage and equipment.

Lost membership cards must be reported to the Membership Department as soon as practicable and subject to verification by the Membership Department, a replacement membership card will be issued at a nominal cost fixed by the Board of Directors from time to time.

Membership cards shall remain the property of the Club at all times.

Upon a person or a company ceasing to be a Member, such Member shall surrender the membership card issued to him/her/it and (if applicable) such Member's Nominee or his/her spouse.

#### 10. Notices

10.1 A notice may be served by the Club upon any Member or Nominee, either personally or by sending it by e-mail or through the post in a prepaid letter, addressed to such Member at the address or email address appearing on the register of Members or in case of a Nominee, at

his/her address or email address notified to the Club.

10.2 Any Member described on the register of Members by an address not within Hong Kong, who shall from time to time give the Club an address within Hong Kong or email address at which notices may be served, shall be entitled to have notices served at such address in Hong Kong or emailed to him/her/it, but, save as aforesaid only those Members who are described on the register of Members by an address within Hong Kong or those Nominees who have supplied the Club with a service address in Hong Kong or an email address shall be entitled to receive notices from the Club.

10.3 Any notice shall be deemed to have been duly served:

- (a) if delivered personally, when delivered;
- (b) if emailed, when transmitted;
- (c) if served by post, on the day following that on which the letter containing the same is put in the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put in the post as a prepaid letter.

## 11. **Renomination**

11.1 A Corporate Member may renominate another individual, being an executive or employee of the Corporate Member, as its Nominee in place of the existing Nominee upon the following conditions:

- (a) that the prior written approval of the Board of Directors is obtained.
- (b) that a non-refundable renomination fee of such amount as the Board of Directors may from time to time determine is paid to the Club.
- (c) that there is otherwise no restriction against renomination applicable to that Corporate Member or the Nominee in question.

11.2 Save as provided for in Clause 11.1 for Corporate Membership and in Clause 12.3 for Evening Membership, no other category of membership of the Club shall entitle its Members to renominate another party to take up or assume their membership of the Club.

## 12. **Resignation of Membership**

### 12.1 **Corporate Membership**

- (a) A tenant of Swire Properties Limited (or any of its subsidiaries) may, subject to prior approval of the Board of Directors, maintain

its Corporate Membership in the Club upon termination of its tenancy by paying to the Club the difference between the membership entrance fee originally paid by them and the then current standard membership entrance fee for Corporate Membership for Corporate Members who are not tenants of Swire Properties Limited (or any of its subsidiaries). If the requisite approval shall not be granted by the Board of Directors or if the Corporate Member elects to resign the Corporate Membership following its cessation as a tenant of Swire Properties Limited (or any of its subsidiaries), the provisions of sub-clause (c) shall apply.

- (b) A Corporate Member who was not a tenant of Swire Properties Limited (or any of its subsidiaries) when it first became a Corporate Member but who subsequently becomes a tenant of Swire Properties Limited (or any of its subsidiaries) will, subject to prior approval of the Board of Directors, be entitled to a credit of its membership entrance fee being the difference between the membership entrance fee originally paid by them and the then current standard membership entrance fee for tenants of Swire Properties Limited (or any of its subsidiaries). If the requisite approval shall not be granted by the Board of Directors or if the Corporate Member elects to resign the Corporate Membership upon



its becoming a tenant of Swire Properties Limited (or any of its subsidiaries), the provisions of sub-clause (c) shall apply.

- (c) Without prejudice to the provisions of sub-clauses (a) and (b) above, a Corporate Member may resign its Corporate Membership at any time by giving not less than two (2) months' prior written notice to the Board of Directors but the Corporate Member will not, in such circumstances, be entitled to the refund of any part of its membership entrance fee upon its ceasing to be a Corporate Member and if the effective date of such resignation shall occur during a calendar month, the monthly subscriptions paid in advance will be refunded on a pro-rata basis according to the number of days left in the relevant calendar month after the effective date of such resignation.

## 12.2 Individual Membership

- (a) An Individual Member will not be entitled to transfer or renominate his/her membership.
- (b) An Individual Member may resign his/her membership at any time by giving not less than one (1) month's prior written notice to the Board of Directors but he/she will not, in such circumstances, be entitled to the refund of any part of his/her membership entrance

fee upon its ceasing to be an Individual Member and if the effective date of such resignation shall occur during a calendar month, the monthly subscriptions paid in advance will be refunded on a pro-rata basis according to the number of days left in the relevant calendar month after the effective date of such resignation.

## 12.3 Evening Membership

- (a) A Corporate Member may renominate another individual, being an executive or employee of the Corporate Member, as Evening Member upon the following conditions:
  - (i) that the prior written approval of the Board of Directors is obtained.
  - (ii) that a non-refundable renomination fee of such amount as the Board of Directors may from time to time determine is paid to the Club.
  - (iii) that there is otherwise no restriction against renomination applicable to that Corporate Member or the Evening Member in question.
- (b) An Evening Member may, upon confirmation with its sponsoring Member, resign the

membership at any time by giving one (1) month's prior written notice to the Board of Directors but he/she (or the Corporate Member) will not, in such circumstances, be entitled to the refund of any part of any fees or charges paid in advance upon such Evening Member ceasing to be an Evening Member.

12.4 All payments made to the Club (including, without limitation, membership entrance fees) are non-refundable upon resignation or expulsion or otherwise upon cessation of membership except for a transfer of Corporate Membership as provided in Clauses 12.1(a) and (b) these By-laws or as may otherwise be permitted by the Board of Directors in its absolute discretion.

### 13. Fees and Subscriptions

13.1 The membership entrance fees, subscriptions and other fees, charges and expenses hereunder payable by Members and Nominees shall be determined from time to time by the Board of Directors and notification of the amounts thereof shall be given to the Members from time to time. All payments of such fees, charges and expenses shall be the responsibility of the Members whether or not they have appointed or nominated any Nominees.

13.2 Subscriptions shall be payable each month in advance on the due date specified in Clause 14.1

and no Member or Nominee (where applicable) shall be entitled to use the Club premises or the Club facilities at any time during which its subscriptions or other payments are in arrears. Failure to pay subscriptions or other sums owing within one month of their falling due shall render a Member (and if applicable, its Nominees) liable to suspension or expulsion at the discretion of the Board of Directors.

Each Member who is admitted as a Member or a Nominee appointed as a Nominee on or before the 15<sup>th</sup> day of any calendar month shall be liable for the full monthly subscription fee for that month, while each Member who is admitted as a Member after the 15<sup>th</sup> day of any calendar month shall be liable for 50% of the monthly subscription fee for that month.

### 14. Members' Accounts

14.1 Accounts of Members shall be made up to the last day of each calendar month and presented for payment on or before the fifteenth day of the ensuing calendar month and shall be paid no later than the twenty-fifth day of such ensuing calendar month. Those Members whose accounts are unpaid by the due date shall incur an interest charge of 5% per month on the unpaid balance.

14.2 Notwithstanding anything contained in Clause 14.1, the Board of Directors may at any time as it sees fit, present for payment to any Member its

outstanding account and if such Member fails to settle such account within twenty-four (24) hours of such account being presented, such Member shall cease to be a Member and its membership shall be terminated forthwith without prejudice to other rights and remedies of the Club in respect of such outstanding account.

14.3 If, pursuant to Clause 14.2, the Board of Directors determines to present for payment to any Member its outstanding account, the right of such Member (and if applicable, its Nominee and/or the Evening Member(s) and/or Temporary Member(s) sponsored by such Member) to use the Club premises and the Club facilities shall, unless otherwise directed by the Board of Directors, be suspended forthwith, and notwithstanding the settlement of such outstanding account by such Member within the prescribed period, such suspension shall only be withdrawn upon delivery by the Member so suspended of a direct debit authorisation duly completed and signed on an approved bank in an amount equivalent to one-sixth of the aggregate of its accounts with the Club in the previous twelve complete calendar months or if such Member has not been a Member for a period of twelve months, the equivalent to the aggregate of the two highest monthly accounts incurred since it became a Member.

14.4 An account may be presented to a Member by:

- (a) presenting the account to the Member personally; and/or
- (b) leaving the account at or posting the same to the address on the register of Members or his/her/its last known place of residence or business in Hong Kong provided that where the account is being presented for the purpose of Clause 14.2, posting of the account shall be effected by registered post; and/or
- (c) E-mailing the account to the e-mail address on the register of Members.

14.5 An account shall, in either of the cases mentioned in Clause 14.4, be deemed to be presented in the following manner:

- (a) if presented personally, when the account was so presented;
- (b) if left at the relevant address mentioned in Clause 14.4(b), when the account was so left;
- (c) if by post, on the day following that on which the letter containing the same is put in the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put in the post as a prepaid letter;

(d) if emailed, when transmitted.

## 15. **Cessation of Membership**

### 15.1 **The rights and privileges granted to any Member or Nominee pursuant to these Bye-laws shall cease and his/her/its membership or appointment or nomination shall terminate:**

- (a) upon the death of such Member or Nominee;
- (b) if such Member or Nominee, being engaged in any profession, shall be prohibited by the disciplinary body of that profession from continuing to practise;
- (c) if such Member or Nominee is sentenced to a custodial sentence or fined for a criminal offence and in the case of a custodial sentence, irrespective of whether such sentence is to take immediate effect or be suspended;
- (d) if such Member ceases or threatens to cease to carry on its business or a substantial part of such business;
- (e) if such Member or Nominee makes a proposal for a composition in satisfaction of its debts or a scheme of arrangement of its affairs or is unable to pay its debts when they fall due;

(f) if a petition is presented or resolution is passed for the winding-up of or bankruptcy of such Member or Nominee;

(g) if a receiver or manager or like person is appointed of the whole or any material part of the property, undertaking or assets of such Member;

(h) in the case of a Corporate Member, if ownership of the issued share capital of such Corporate Member carrying the right to attend and vote at general meetings of such Corporate Member is transferred to another person or entity;

(i) in the case of a Nominee, if the Corporate Member that appointed or nominated such Nominee has its membership terminated or its rights under these Bye-laws revoked or such Nominee ceases to be an executive or employee of its appointing/nominating Member or the appointing/nominating Member withdraws or revokes his/her nomination or renominates another Nominee in his/her place;

(j) in the case of an Evening Member, if the Corporate Member sponsoring such Evening Member has its membership terminated or its rights under these Bye-laws revoked or it withdraws or revokes its sponsorship of the Evening Member;

- (k) in the case of a Temporary Member, if the Individual Member or Corporate Member sponsoring such Temporary Member has his/her/its membership terminated or his/her/its rights under these Bye-laws revoked or he/she/it withdraws or revokes its sponsorship of the Temporary Member;
- (l) if such rights or privileges of such Member or Nominee are terminated for any other reason pursuant to these Bye-laws.

- 16.2 Instead of calling upon a Member to resign pursuant to Clause 16.1 but without prejudice to the right of the Board of Directors to exercise its rights under Clause 16.1, the Board of Directors may, in its absolute discretion, suspend the Member or relevant Nominee from the use of the Club premises and the Club facilities and from all or any of the rights and privileges of membership for a period not exceeding six (6) months.

## 17. **Liability on Cessation of Membership**

- 17.1 Any Member howsoever ceasing to be a Member shall nevertheless remain liable for and shall pay to the Club all monies which at the time of such cessation of membership shall be due by that Member and such monies shall include the subscriptions and minimum spending limits for which that Member would have been liable had it remained a Member until the end of the month in which such membership ceased.

- 17.2 Any Member or Nominee expelled under these Bye-laws or otherwise ceasing to be a Member or Nominee shall forfeit all rights to or claims upon the Club its property or funds and shall forthwith upon any such termination of membership surrender to the General Manager all membership cards (including spouse membership cards), badges and documents relating to its membership of the Club or its status as a Member or Nominee.

## 16. **Expulsion and Suspension of Members and Nominees**

- 16.1 If any Member or Nominee is in breach of the Bye-laws for the time being in force or if the conduct or behaviour of or any act done by any Member or Nominee, whether inside or outside the Club premises, shall in the reasonable opinion of the Board of Directors be injurious or detrimental to the character or reputation of the Club, or to the interests of the Club or its Members, the Board of Directors may call upon that Member to resign or, in the case of a Nominee, the Member that nominated him/her to nominate a new Nominee in his place. If the Member does not resign or replace the Nominee within seven (7) days, the Board of Directors shall have the right to expel that Member and upon such expulsion they shall cease to be a Member.

18. **Reinstatement**

18.1 The Board of Directors may, in its absolute discretion, on the written application of a former Member or Nominee who has been expelled or suspended or who has ceased to be a Member or Nominee, after due enquiry, reinstate such former Member or Nominee as a Member or Nominee of the Club on such terms and conditions as the Board of Directors shall deem fit to impose.

18.2 The Board of Directors may also, at its absolute discretion, restore to any Member or Nominee any rights and privileges that have been suspended or withdrawn under these Bye-laws.

**GUESTS**

19.1 Any individual accompanied by a Member or a Nominee may be admitted to the Club premises as a guest provided the Member or Nominee introducing them shall remain with them at all times. Guests are permitted in all areas of the Club with the exception of the Fitness Centre and its facilities or such other areas as may from time to time be directed or specified by the Board of Directors or the General Manager.

19.2 Members and Nominees will be held fully responsible for the conduct of their guests (and in the case of Members the guests of their Nominee) and for all charges incurred by them and shall

ensure that they comply in all respects with the Bye-laws and any directions of a responsible officer of the Club. Members and Nominees shall ensure that their guests are aware of, respect and observe the Bye-laws of the Club.

19.3 The Board of Directors may, without giving any reason withdraw the privileges of the Club from any guests, or on any occasion, may declare the Club closed to all guests.

19.4 No Members or Nominees shall at any time bring to the Club any person from whom the privileges of the Club have been withdrawn, suspended or terminated by the Board of Directors or whose application for election as a Member or Nominee has been refused by the Board of Directors.

19.5 Guests introduced by Members or Nominees are not permitted to pay for any item consumed or used on the Club premises unless otherwise directed or specified by the Board of Directors or the General Manager.

19.6 There is to be no limit placed on the number of guests which a Member or Nominee may introduce, but if this begins to inconvenience other Members or Nominees, the Board of Directors reserves the right to implement appropriate constraints to remedy the situation, upon giving notification.

## **CONDUCT**

20. (a) Members, Nominees and their guests shall always conduct themselves in a responsible fashion and shall avoid doing anything which will or may likely annoy or give offence to other Members, Nominees, guests or employees of the Club.
- (b) Members, Nominees or their guests who wish to complain about the conduct of any Members, Nominees, guests or Club employees should submit a written complaint to the General Manager. Members, Nominees or their guests are requested not to reprimand any Club employee personally but to draw their complaint to the attention of the General Manager.
- (c) Except with the express consent of the General Manager, no Club employee shall be permitted to perform any personal errands on behalf of any Member, Nominee or their guests.
- (d) Members or Nominees or their guests shall not induce any Club employee to leave the service of the Club.

## **FITNESS CENTRE**

21. (a) Coaching:  
- Only coaches assigned by the Club shall conduct coaching lessons in the Fitness Centre.  
- Coaching lessons are to be provided to Individual Members or Nominees and spouse card holders of Individual Members or Nominees only.
- (b) Dress code: suitable sports clothing and rubber shoes must be worn when using the Fitness Centre. The staff member(s) on duty shall have the power to assess the suitability of the user's clothing and shoes.

## **CLUB PROPERTY**

22. No property belonging to the Club shall be removed from the Club premises without the prior consent of the General Manager.
23. Members and Nominees shall be liable to reimburse to the Club for the cost of repairing or replacing any property damaged or destroyed by them, their spouses, or their guests, whether accidentally or otherwise.

## **CLUB LIABILITY**

24. The Club will not accept any liability for death or personal injury or any loss or damage or inconvenience of whatever nature to any Member, Nominee or their spouses or guests, or to any properties, chattels or goods brought by such person to the Club which may occur on the Club premises or through the use of the Club facilities. Members, Nominees, their spouses or guests who use the Club premises and the Club facilities do so at their own risk.

## **CHARGES**

25. The charges made from time to time in respect of the use of the Club facilities shall be decided by the Board of Directors and notification of such charges and any variations to such charges shall be given to all Members.

## **MEMBERS' CONTACT DETAILS**

26. It is the duty of Members and Nominees to notify the Club of any change in their contact details such as address in writing.

## **NOTIFICATION**

27. Any provision of these Bye-laws requiring notification to be given shall be sufficiently complied with if notice is given as soon as

reasonably practicable in accordance with these Bye-laws or in such other manner as the Board of Directors may deem appropriate having regard to the circumstances.

## **COMMUNICATION**

28. No letter or communication to any newspaper shall be addressed from the Club, nor shall the address of the Club be used for any business or advertising purposes.
29. Any letters or facsimiles addressed to any Member and Nominee and received at the Club will be retained for 5 days for collection by the Member or Nominee, otherwise, they will be redirected, in the absence of contrary instructions from such Member or Nominee, to the Member's address on the register of Members, but the Club shall not be responsible for any errors or omissions in so doing and any such redirection shall be at risk of such Member or Nominee. The Club staff are not permitted to give the address of any Member to a third party unless permission and authorisation in writing for so doing has been received from such Member.

## **MEETING PLACE**

30. A Member or Nominee shall not nominate the Club, by newspaper or other public advertisement, as a place for any meeting.



## **NOTICES**

31. No notice or advertisement shall be posted up or published in the Club, except those which are approved and counter-signed by the General Manager.

## **PRIVACY STATEMENT**

32. The Proprietor is committed to protecting the privacy of the personal data ("Personal Data") we hold. To ensure that you can make informed decisions and feel confident about providing your Personal Data to us, please refer to the privacy statement available at [www.swireproperties.com](http://www.swireproperties.com), which applies to Swire Properties Limited and its subsidiaries (including the Proprietor), for our practices and the choices you have concerning the collection and use of your personal Data.

## **CONSTRUCTION**

33. In these Bye-laws references to the singular include the plural and vice-versa and words importing a gender shall include every gender. References to a "person" shall include any company, partnership or unincorporated association.

4/F Dorset House, Taikoo Place, 979 King's Road  
Quarry Bay, Hong Kong

[www.refineryclub.com](http://www.refineryclub.com)