



Officers' Club
Correctional Services Department
Hong Kong

Management Instructions

May 2013

51 Tung Tau Wan Road, Stanley, Hong Kong

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OFFICERS' CLUB
CORRECTIONAL SERVICES DEPARTMENT

MANAGEMENT INSTRUCTIONS

I. DEFINITIONS

- (1) "The Club" means The Officers' Club, Correctional Services Department.
- (2) "The Department" means the Correctional Services Department.
- (3) "Commissioner" means the Commissioner of Correctional Services.
- (4) "The President" means the President of the Club.
- (5) "Instructions" means the Management Instructions of the Club.
- (6) "Member" or "Member of the Club" means any Member of whatever category of the Club as admitted in accordance with these Instructions or any amendment thereof.
- (7) "Absent Member" means a Member who has his name placed upon the list of Absent Members and who is temporarily residing outside Hong Kong.
- (8) "Annual General Meeting" means the yearly General Meeting of the Voting Members of the Club.
- (9) "Extraordinary General Meeting" means a General Meeting of the Voting Members of the Club specially summoned under these Instructions.
- (10) "General Meeting" means the general meeting of the Voting Members of the Club.
- (11) "The General Committee" means the General Committee of the Club for the time being.
- (12) "The Club Premises" means all the land wherever situated, occupied, or owned by the Club including all buildings, offices, and facilities.
- (13) "In Writing" means written, typewritten, or printed or partly written, partly typewritten, and partly printed.
- (14) Words importing the singular number include the plural number and words importing the plural number include the singular number.
- (15) Words importing the masculine gender shall include the feminine gender and vice versa unless these Instructions provide otherwise.

II. **OBJECTIVES OF THE CLUB**

The objectives of the Club are to provide Members with the facilities, commensurate with an Officers' Mess, for:

- (1) Dining and bar services,
- (2) Recreational, sporting, and entertainment activities, and
- (3) Various social functions.

In addition, the Club aims at developing and improving its facilities and services on a continuous basis for the greatest benefit and enjoyment of its Members.

III. OFFICERS OF THE CLUB

- (1) The Commissioner shall ex-officio be the President of the Club who shall have absolute control over all affairs of the Club.
- (2) The Commissioner shall appoint annually the following Officers of the Club: -
 - (a) Vice-President
 - (b) Chairman
 - (c) Vice Chairman
 - (d) Honorary Secretary
 - (e) Honorary Assistant Secretary
 - (f) Honorary Treasurer
 - (g) Honorary Assistant Treasurer
 - (h) Membership Secretary
 - (i) Bar Convenor
 - (j) Catering Convenor
 - (k) Entertainment Convenor

(Note: Chief Superintendent, Stanley Prison shall normally be the Chairman of the Club.)

IV. GENERAL COMMITTEE

(1) Constitution

- (a) The General Committee shall consist of the Officers of the Club, and the following ex-officio members:
 - (i) Superintendent (Staff Relations and Welfare)
 - (ii) Superintendent (Tung Tau Correctional Institution)
- (b) Superintendent (Tung Tau Correctional Institution) shall be the Grounds/House Convenor and be responsible for the care and maintenance of Club furniture, fittings and premises.
- (c) The General Committee shall have the power to co-opt additional members as and when necessary.

(2) Vacancies

Vacancies occurring during the year, with the exception of the Chairman, may be filled by the General Committee subject to the approval of the President.

(3) Responsibilities

- (a) The General Committee shall be responsible for the general affairs and management of the Club and has the power to effect and carry out any of the objectives set forth in these Instructions.
- (b) It shall be the duty of the General Committee to take immediate cognizance of any breach of these Instructions on the part of any Member.

(4) Meetings

The General Committee shall meet once a month or more often if necessary for the dispatch of business.

(5) **Quorums**

At all meetings of the General Committee eight members thereof shall form a quorum and the Chairman shall have a second or casting vote.

(6) **Chairman**

The President, or in his absence, the Vice President, or in the absence of both the President and Vice-President, the Chairman shall take the chair at meetings of the General Committee.

(7) **Failure to Attend Meetings**

Any member of the General Committee who fails to attend three consecutive meetings without reasonable cause as determined by the General Committee may be asked by the General Committee to resign as a member of the General Committee. The General Committee's decision on this matter shall be final.

(8) **Employment of Staff**

The General Committee shall have the power to appoint and remove all staff of the Club and to determine their terms and conditions of employment.

(9) **Resolution in Writing**

A resolution in writing (which may consist of several documents in the like form) which has been circulated to all members of the General Committee and which is signed by a majority of those members who are in favour of the resolution shall be as valid and effectual as if it had been passed at a meeting of the General Committee duly convened and held, provided that no such resolution shall be valid and effectual unless and until it has been signed by at least 8 members of the General Committee who are in favour of such resolution.

(10) **General Committee's Decisions to be Binding**

All matters not specially provided for by these Instructions or any questions of interpretation shall be left to the decision of the General Committee whose ruling, when confirmed by the President, shall be final.

V. SUB-COMMITTEES

The General Committee may appoint Sub-Committees for the purpose of managing the Club. Any such Sub-Committee shall consist of at least two Full Members or Life Members of the Club, one of whom shall be a member of the General Committee. Any Sub-Committee so formed shall conform to any regulations that may from time to time be imposed upon it by the General Committee or the President.

(1) Catering/Bar Sub-Committee

The Catering/Bar Sub-Committee is responsible for promoting the standard of the catering and bar services of the Club.

The Catering/Bar Sub-Committee shall consist of the following persons: -

- (a) Catering Convenor
- (b) Bar Convenor
- (c) Assistant Catering Convenor
- (d) Assistant Bar Convenor
- (e) Club Manager
- (f) Any members of the General Committee co-opted into the Catering/Bar Sub-Committee

The Catering Convenor shall be the Chairman of the Catering/Bar Sub-Committee which shall convene a meeting at least once a month.

(2) **Entertainment Sub-Committee**

The Entertainment Sub-Committee is responsible for organizing and promoting recreational, sporting, and entertainment activities of the Club.

The Entertainment Sub-Committee, headed by the Entertainment Convenor, shall consist of the following persons: -

- (a) Assistant Entertainment Convenor
- (b) Any members of the General Committee co-opted into the Entertainment Sub-Committee.

The Entertainment Sub-Committee shall convene a meeting at least once a month.

(3) **Other Sub-Committees**

The Chairman of the General Committee has the authority to appoint any Officers of the Club to form a Sub-Committee for the purpose of promoting the interest of the Club.

VI. MEETINGS AND VOTING

(1) General Meeting

(a) Who May Vote

Only Full, Life, Retired Full or Temporary Full Members may attend, speak, and vote at General Meetings of the Club. No other Members may attend General Meetings of the Club. However, the General Committee may in its discretion invite other Members to attend (and in the General Committee's discretion to speak) at any General Meeting.

(b) Form of Notice of Meeting

Four days' notice at the least, specifying the place, the day, and the hour of the meeting and, in the case of special business, the general nature of that business, shall be given in the manner therein mentioned or in such other manner, if any, as may be prescribed by the Club in General Meeting, to all Full, Life, Retired Full, and Temporary Full Members of the Club.

(c) Quorum for General Meetings

If within half an hour from the time appointed for any General Meeting, a quorum consisting of eight members is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum. A quorum must be present at the time when the meeting proceeds to business but it does not need to be present throughout the meeting.

(d) Resolution Binding on Members

All matters not specially provided for by these Instructions shall be left to the decision of the General Committee. All resolutions duly passed at any General Meeting, or Extraordinary General Meeting, and confirmed by the President shall be final and binding on all Members.

(2) Annual General Meeting

- (a) The Annual General Meeting of the Club shall be held each year between May and June.
- (b) Twenty five Members present in person shall form a quorum for the Annual General Meeting.
- (c) The President or, in his absence, a Vice President shall take the chair at the Annual General Meeting.
- (d) At the Annual General Meeting, the appointment of the Officers of the Club for the ensuing year shall be announced.
- (e) At the Annual General Meeting, an auditor shall be appointed for the ensuing year.
- (f) The outgoing General Committee shall lay before such Annual General Meeting a report and extract of the affairs of the Club including a statement of accounts for the year ending on 31st March together with a balance sheet duly audited.
- (g) Any other business conducted at the Annual General Meeting shall be deemed special including any matter relating to the constitution and management of the Club and no resolution shall be put or business transacted in respect of such special business unless the notice convening the Annual General Meeting indicated the general nature of the special business to be considered.
- (h) No business which is not on the agenda for such meeting may be discussed.
- (i) No Member shall be entitled to receive an answer to any question which may be posed by him relating to the constitution and management of the Club which is not on the agenda at such Annual General Meeting, unless he has given at least 72 hours prior notice of such question in writing to the Honorary Secretary.

(3) Nominations

- (a) Any Full or Life Member desirous of nominating a Full or Life Member for the General Committee at the Annual General Meeting shall give notice in writing to the Honorary Secretary not less than seven days before the date of such meeting, stating the Full or Life Member's name and proposed office. Such notice shall be signed by the nominator.
- (b) The Full or Life Member nominated will signify his willingness to accept the nomination by appending his signature thereto, and by doing so agrees to serve on the General Committee if so elected and approved.

(4) **Extraordinary General Meeting**

- (a) The General Committee may also convene Extraordinary General Meetings of the Club specifying in the notice convening that meeting, the purpose for which that meeting is called and to which the discussion must be strictly confined.
- (b) The General Committee shall also call an Extraordinary General Meeting under the same conditions and restrictions upon the written requisition of any eight Full Members. Such requisition with notice convening the Extraordinary General Meeting shall be posted in a conspicuous position in the Club.

VII. MEMBERSHIP

(1) Membership of the Club

The membership of the Club shall comprise: -

- (a) Full Member
- (b) Temporary Full Member
- (c) Retired Full Member
- (d) Life Member
- (e) Honorary Member
- (f) Associate Member

(2) Admission Requirement

(a) Full Member

“Full Member” means a serving staff member of the Correctional Services Department, of the rank of Officer or above, or, of an equivalent rank or grade.

(b) Temporary Full Member

- (i) A person who, by nature of his official duties, maintains contact with the Department, may be granted the status of Temporary Full Member if approved by the President. Such membership, to be reviewed annually, shall cease to have effect when that individual no longer carries his official contacts with the Department.
- (ii) The President may permit any person to make use of any or all facilities of the Club as a Temporary Full Member on such terms and conditions as may from time to time be laid down.
- (iii) Temporary Full Member shall have 50% weighted voting right in the management of the Club.
- (iv) In the event of a newly-admitted Temporary Full Member failing to pay such sums as may be due from him to the Club within one month of his admission to the Club, the General Committee may at its discretion and with the approval of the President erase his name from the list of Members.

(c) **Retired Full Member**

- (i) “Retired Full Member” means a retired Full Member who has been elected by the General Committee under these instructions.
- (ii) The President may permit any retired Full Member to make use of any facilities of the Club as a Retired Full Member.
- (iii) Retired Full Member shall have 50% weighted voting right in the management of the Club.

(d) **Life Member**

“Life Member” means a person of distinction, or a retired Full Member, who has made significant contributions to the Club so appointed.

(e) **Honorary Member**

- (i) “Honorary Member” means a person who has been elected under these Instructions.
- (ii) The number of, and procedure for, admission of Honorary Members shall be such number and procedure as the President shall from time to time determine.
- (iii) The President may permit any person to make use of any or all facilities of the Club as an Honorary Member on such terms and conditions as may from time to time be laid down.
- (iv) Honorary Members shall have no voice or vote in the management of the Club and may not attend any meetings.
- (v) In the event of a newly-admitted Honorary Member failing to pay such sums as may be due from him to the Club within one month of his admission to the Club, the General Committee may at its discretion and with the approval of the President erase his name from the list of Members.

(f) **Associate Member**

The President may permit any officers of the Government Secretariat, or disciplined forces, or dignitaries to make use of the Club as an Associate Member.

(3) Subscription

(a) Full Members

Full members shall pay a monthly subscription as determined by the General Committee and approved by the President.

(b) Temporary Full Members

Temporary Full Members shall pay a monthly subscription as determined by the General Committee and approved by the President.

(c) Retired Full Members

Retired Full Members shall pay a monthly subscription as determined by the General Committee and approved by the President.

(d) Life Members

Life Members shall be exempted from payment of monthly subscription.

(e) Honorary Members

Honorary Members shall pay monthly subscription of such amounts as determined by the Committee and approved by the President. This subscription will be paid in advance for the first year of membership and thereafter monthly. The subscription for the first year is not refundable.

(f) Associate Members

The President may exempt Associate Members from payment of monthly subscriptions.

(4) Spouse of A Member

The spouse of a Member may utilize the facilities of the Club so long as the Member remains as a Member of the Club.

(5) **Members' Children**

- (a) A Member's children under 18 years of age may be admitted to the Club Premises, except the bar, in the company of the Member.
- (b) Members shall be responsible for the control and conduct of their children when using the Club facilities, and may be liable to pay the cost of repairs for any damage howsoever caused at the discretion of the General Committee.

(6) **Rights and Privileges of A Member**

The rights and privileges of a Member are personal to himself. They are not transferable by his own act or by operation of law and shall cease upon his death or upon his ceasing from any cause to be a Member.

(7) **Restriction of Membership**

Subject to the approval of the President, the General Committee may at any time restrict the number of Members in any category of membership.

(8) **Resignation**

- (a) An Honorary Member or Temporary Full Member, who desires to resign from the Club, shall notify the Honorary Secretary in writing to that effect.
- (b) Any Member, upon ceasing to be a Member of the Club, shall return his membership card to the Club.
- (c) Any Member who ceases to be a Member shall, nevertheless, remain liable to pay to the Club all monies which, at the time of his ceasing to be a Member, shall be due to the Club.
- (d) Members resigning from the Club shall be repaid any unused balance of subscription after notifying the Honorary Secretary, with the exception of the first year's subscription paid in advance by a newly-admitted Honorary Member.

VIII. ABSENT MEMBERS

(1) Notification and Eligibility

A Member who is about to leave Hong Kong shall notify the Honorary Secretary in writing of his intention to become an Absent Member, of the expected date of departure, and of his overseas address. It is the duty of an Absent Member to keep the Club informed of his overseas address and no liability shall attach to the Club if an Absent Member fails to do so.

(2) Absent Members List

The Honorary Secretary shall maintain an Absent Members List.

(3) Monies Due to the Club

A Member about to leave Hong Kong shall pay all monies due from him to the Club prior to his departure.

(4) Unused Balance of Subscription

Members placed on the Absent Members List shall be repaid any unused balance of subscription. However, Honorary Members in their first year of membership who are placed on the Absent Members List shall not be repaid any unused balance of subscriptions due for the first year.

(5) Absent Members Subscription

- (a) An Absent Member shall not be liable for normal subscription for any month in which he is continuously absent for 21 days or more.
- (b) The subscription payable by any absent Honorary Member shall be three months subscription payable in advance prior to departure from Hong Kong for any period exceeding sixty days. Such subscription shall cover the period of twelve calendar months commencing from the month of departure. A Member shall resume to pay the normal subscription upon ceasing to be an Absent Member.
- (c) Honorary Members in their first year of membership who wish to be placed on the Absent Members List must in addition to the rules prescribed for Absent Members pay all subscriptions due for the first year.

(6) Absent Members Annual Subscription and Cessation of Membership

An Honorary Member who is on the Absent Members List and still absent from Hong Kong at the expiration of the said period of twelve calendar months may retain his membership for another twelve months by a further payment of 3 months' subscription. In default of renewal within six months after the expiration of such period, his name shall be automatically removed from the Absent Members List and he shall thereupon cease to be a Member of the Club. The annual subscription for retaining his membership must be tendered by the Absent Member to the Club. The Club is not responsible or liable if an Absent Member fails to tender his annual subscription for retaining his membership. A Member shall resume to pay the normal subscription upon ceasing to be an Absent Member.

(7) Failure to Notify or Pay Subscription

A Member who leaves Hong Kong without having his name placed on the Absent Members List and without paying the Absent Members subscription, or without having paid or caused to pay his normal subscription during the period of his absence, or a former Absent Member who has ceased to be a Member in accordance with paragraph 6 above, shall be liable for a further payment of subscription applicable to his category of membership at the time of his initially becoming a Member of the Club if he returns to Hong Kong and desires to resume membership of the Club provided that the General Committee may, on good cause shown, reinstate such a Member, without payment of such subscription fee, on payment of the Absent Members subscription for the period of absence.

IX. SUSPENSION AND EXPULSION OF MEMBERS

(1) Failure to Pay Monies Due

Any Member, who fails to pay any monies due from him to the Club by the time as prescribed, shall, by that very fact, cease to be a Member. But, the General Committee may at its discretion, for good cause shown and upon such conditions as the General Committee shall think fit to impose, re-instate the membership of such Member.

(2) Suspension of A Member

If at any time the General Committee shall be of the opinion that the interests of the Club so require, it shall have the power to suspend any Member from the use of the Club for any period not exceeding six months, but with liberty for the General Committee to terminate such suspension at its discretion; provided that no Member shall be so suspended unless a resolution to the effect shall have been passed by a majority of at least two-thirds of the members of the General Committee actually present at a meeting specially convened for that purpose.

(3) Expulsion of A Member

(a) If in the opinion of the General Committee:

- (i) any Member shall have infringed any of these Instructions of the Club or
- (ii) any Member shall have been guilty of any conduct or behaviour or any act which in the opinion of the General Committee renders him unfit for membership of the Club or is detrimental to the interests, character or reputation of the Club,

such Member may be expelled from the Club and shall cease to be a Member thereof. Conviction of any offence accompanied with custodial imprisonment in any Court of Justice (not being a conviction reversed on appeal or otherwise quashed) shall be conclusive evidence that the Member charged has been guilty of the conduct, behaviour or act described in the charge upon which he was convicted.

- (b) The decision of the General Committee shall be obtained by vote and it shall be decided by a majority of not less than three-quarters of the members present. In case that the offending Member has merited expulsion, he shall, subject to confirmation by the President, cease to be a Member of the Club forthwith and notification thereof shall be sent to him by the Honorary Secretary.
- (c) It shall be lawful for the General Committee, on the written application of a former member who has been expelled pursuant to these Instructions, after due enquiry, to reinstate his membership on such terms and conditions as the General Committee shall deem fit.

X. MAKING AND ALTERATION OF INSTRUCTIONS

(1) The Power of the President to Make, Repeal and Regulate Particular Instructions

The President may from time to time make, alter, and repeal these Instructions deemed necessary or convenient for the proper conduct and management of the Club, and, in particular, but not exclusively, regulate:

- (a) The times of opening and closing the Club Premises or any part thereof.
- (b) The admission of all Members to participation in the benefit of any of the privileges and the use of any facilities of the Club.
- (c) The admission of visitors to the Club Premises and the benefits of the Club.
- (d) The rules to be observed by all Members or visitors playing any games on the Club Premises.
- (e) The prohibition of particular games on the Club Premises entirely or at any particular time.
- (f) The conduct of all Members and visitors in relation to one another and to the Club staff.
- (g) The setting aside of any part of the Club Premises for particular purposes.
- (h) The penalties for the breach of any of these Instructions.
- (i) The procedure at an Annual General Meeting, an Extraordinary General Meeting, or a General Meeting.

(2) Notice to Members

The General Committee shall adopt such means as it deems sufficient to bring to the notice of Members all these Instructions, and any amendments or repeals made. These Instructions, so long as they shall be in force, shall be binding upon all Members of the Club.

XI. FINANCE AND ACCOUNTS

(1) Expenditure

The General Committee shall have sole control of all monies belonging to the Club and in authorizing the expenditure of any general club funds.

(2) Annual Balance Sheet and Report

At least seven days before the Annual General Meeting a copy of the Balance Sheet together with a report shall be posted to every Full Member of the Club not on the Absent Members List.

(3) Assets, Credits, and Liabilities of the Club

The General Committee shall cause true accounts to be kept of all monies received and expended and of all assets, credits, and liabilities of the Club. The accounts shall be made up to and closed on the 31st day of March each year and a balance sheet containing a summary of the property and liabilities of the Club shall be prepared by the Honorary Treasurer and audited by a firm of qualified accountants and be signed by the Chairman, Honorary Secretary, and Honorary Treasurer.

(4) Control of Expenditure

The General Committee shall have sole control of all monies belonging to the Club and all Sub-Committees must obtain the sanction of the General Committee before authorizing the expenditure of any general Club funds. The General Committee may delegate its powers under these Instructions to such persons and such Sub-Committees of the Club upon such conditions as the General Committee may determine. Expenditure of over \$5,000.00 on any one occasion shall have the approval of the President.

(5) Payment of Accounts

Every cheque shall be signed by any two of the following Officers of the Club: - The Chairman, Honorary Secretary, or Honorary Treasurer, who are responsible for the payment of all account due by the Club. All sums exceeding \$500.00 are to be settled by cheques with the exceptions of staff remuneration. Single payments, other than routine ones, which exceed \$5,000.00 must be approved by the President.

XII. STAFF WELFARE FUND AND DISBURSEMENT

(1) Sources of Income

There shall be established a fund to be known as the “Correctional Services Department Officers’ Club Staff Welfare Fund” (hereafter referred to as “the Fund”). The Fund shall consist of voluntary contributions from staff members of the Club and donations.

(2) The Staff Welfare Fund Committee

The Fund shall be controlled, managed, and duly applied or invested as deemed necessary by the Staff Welfare Fund Committee who, consisting of the Chairman, Vice-Chairman, Honorary Treasurer and Honorary Secretary, of the Club, and Superintendent (Staff Relations and Welfare), save here the President otherwise directs, shall be empowered to amend rules for disbursement of the said Fund.

(3) Application for Loans, Grants and Re-payment of Loans

- (a) Only those staff members who have passed the 6-month trial period are eligible for a loan from the Fund.
- (b) Application forms could be obtained in the General Office of the Club. Applicants will be interviewed by the Honorary Secretary who will forward applications to the Staff Welfare Fund Committee which will make recommendations to the Chairman for approval.
- (c) A loan approved shall: -
 - (i) normally not exceed one month’s salary of the staff member concerned;
 - (ii) be repaid by instalments of not less than 10% of the staff member’s salary or as the Staff Welfare Fund Committee may specify;
 - (iii) be subject to the payment of interest at a rate determined by the Staff Welfare Fund Committee, calculated monthly on the outstanding balance in each month and payable within one month after payment of the last instalment or at the discretion of the Staff Welfare Fund Committee;
 - (iv) be repaid by monthly deductions from the staff member’s salary; and
 - (v) be paid back in full with any interest due, upon default of any monthly repayment, or upon resignation, dismissal, or retirement.

- (d) A staff member applying for a loan should not normally have any other loan from the Fund outstanding at the time of submitting the application. Additional loans will be considered only in exceptional circumstances.
- (e) Any unpaid part of a loan, and any interest due thereon, shall be deemed to be a debt due to the Club and may be recovered accordingly.
- (f) A grant may be made to a staff member of the Club who has children below 18 years of age and with distinctive academic achievements to purchase text books. Such grant should not exceed \$200.00 for each child and may be granted only once a year to a maximum of 2 children.
- (g) A grant may be made to the dependants of a deceased staff member or former staff member of the Club who are in need of financial assistance, whether towards the payment of funeral expenses of the deceased or otherwise. A grant made in such circumstances should not normally exceed \$1,000.00.
- (h) A sum of not more than \$100.00 on one occasion may be used to buy flowers/fruit for staff members of the Club admitted to hospital.
- (i) Retirement gift for retiring staff member may be purchased and charged to the Fund. The amount to be so spent will be determined by the Staff Welfare Fund Committee.

(4) Maintenance of Fund

- (a) All monies due to the Fund shall immediately be paid in full to the clerk-in-charge who shall credit them to an account entitled "Deposits-Correctional Services Department Officers' Club Staff Welfare Fund".
- (b) The clerk-in-charge shall render to the Honorary Treasurer before the tenth day of each month a return showing all transactions of the Fund in his accounts during the previous month.

(5) Investments

All sums considered by the Staff Welfare Fund Committee to be surplus to the normal requirements of the Fund should at the Committee's request be invested by the Honorary Treasurer in such securities or placed on deposit in such manner in Hong Kong as the Chairman may from time to time approve for that purpose and the dividends or interests accruing from such investments or deposits shall be credited to the account specified in Section XII(1) and XII(4) above.

(6) **Valuation of Investments**

All investments of the Fund shall be valued at the middle market price in Hong Kong on the 31st March in each year, and the balance of the Fund on that date shall be increased or decreased as may be required in accordance with such valuation.

(7) **Realization of Investments**

Should at any time the uninvested portion of the Fund fall below a figure which in the opinion of the Staff Welfare Fund Committee is the minimum necessary for the normal requirements of the Fund, the Staff Welfare Fund Committee shall request the Honorary Treasurer to sell on the local market such part of the Fund's investments so as to, together with the existing uninvested portion, provide an adequate working balance.

(8) **Temporary Advances to the Fund**

Pending the realization of the proceeds of sale of any investments as mentioned in Section XII(5) above with the recommendation of the Staff Welfare Fund Committee and approval of the Chairman, the Honorary Treasurer may advance to the Fund such sum as may be considered necessary for the proper administration of the Fund, and will recover any advance so made from the proceeds of the sale of the investment as soon as they are received. Interest will be charged on any such advance at the rate earned by the Club on its main current account with the Hong Kong and Shanghai Banking Corporation Limited.

(9) **Certification of Payments**

All vouchers submitted to the Honorary Treasurer in respect of payments to be made out of the Fund shall either be certified by the Chairman or the Staff Welfare Fund Committee. The Honorary Treasurer will pay only on the authority of the Chairman or the Staff Welfare Fund Committee as indicated above.

(10) **Bad Debts**

Upon the recommendation of the Staff Welfare Fund Committee, the Chairman may authorize the writing off of any asset or any debt due to the Fund which he considers irrecoverable, provided that any such action shall be taken solely for the purpose of keeping accurate accounts and shall not extinguish any right of the Fund to recovery of any such asset or debt.

(11) Accounts

- (a) The Honorary Treasurer shall cause proper accounts to be kept of all transactions of the Fund and shall cause to be prepared for every period of twelve months ending on the 31st day of March in each year a statement of the accounts of the Fund which shall include an income and expenditure account and balance sheet and shall be signed by the Chairman.
- (b) The accounts of the Fund and the signed statement of the accounts shall be audited by an Auditor appointed by the General Committee.
- (c) A copy of the signed and audited statement of accounts and a report by the Honorary Treasurer on the administration of the Fund during the period covered by such accounts shall be tabled for adoption in the Annual General Meeting of the Club.

XIII. THE CLUB MANAGER

(1) Appointment

The General Committee may employ a Club Manager to administer the business of the Club. The Club Manager shall be subject to dismissal only by the General Committee.

(2) Responsibilities

The Club Manager shall be responsible to the General Committee for the overall management of the Club and the supervision of Club staff. In the absence of the availability of any member of the General Committee, the Club Manager shall be empowered to draw to a Member's attention for any breach of these Instructions, and report the circumstances as soon as possible to the Honorary Secretary. In addition, he will be responsible for performing other duties as specified in these Instructions and as specified by the General Committee from time to time.

XIV. MEMBERSHIP CARD

(1) Membership Card

A Member shall be issued with a membership card. The spouse of a Member shall be issued with a supplementary card. The membership card or supplementary card must be presented upon the request of members of the General Committee or Club staff at any time in the premises of the Club. Only those Members in possession of valid membership cards and those spouses in possession of valid supplementary cards are permitted to use the Club facilities. Membership cards and supplementary cards are not transferable and are the properties of the Club.

(2) Loss of Membership Card

- (a) A Member or the spouse of a Member shall report immediately to the management of the Club upon the loss of his/her membership card/supplementary card for registration of the loss and arrangement of replacement card.
- (b) Until notification of lost card is acknowledged by the Club, the Member of the lost card will remain fully liable for all expenditure incurred on the lost card up to the reported date. Should the lost card subsequently be recovered, it must be returned to the Club immediately.
- (c) A card replacement fee to be determined by the General Committee from time to time will be charged to a Member who has lost a membership card or whose spouse has lost a supplementary card.

XV. CHITS AND PAYMENT

(1) Signing of Chits

A Member shall present his membership card and sign a chit for purchases or any other services or facilities provided to or made available to him for which a charge is made. The spouse of a Member may also use his/her supplementary card to sign chits. No tippings are allowed. Besides, Members can sign chits for catering services in addition to cash/credit card payment.

(2) Responsibility for Payment

A Member is responsible for the payment of all chits signed by him/her or his/her spouse. Payment on account shall be made at the end of each month or at latest by 25th of the month following, or in such manners as may be determined and publicized by the General Committee. Failure to observe this rule renders the Member liable to posting as a defaulter, and all facilities will be withdrawn without further notice to him.

XVI. GENERAL RULES FOR USING CLUB FACILITIES

(1) Opening Hours

The opening hours of individual function rooms and facilities shall be reviewed and determined by the General Committee from time to time and published in the Monthly Bulletins.

(2) Charges for Function Rooms and Facilities

The charges for individual function rooms and facilities shall be reviewed and determined by the General Committee from time to time and published in the Monthly Bulletins.

(3) Attire

Members and their guests entering the Club Premises are expected to wear respectable standard of dress at all times. Swimming suits and beach wear are only permitted in the swimming pool area. The Club Manager and Club staff have the right to exclude anyone not suitably dressed.

(4) Smoking

Smoking is strictly prohibited on the entire Club Premises.

(5) Children

Children of Members or their guests should be accompanied with care by respective Members or their adult guests at all times.

(6) Property of the Club

No furniture, fixture, or any property of the Club shall be removed for any purposes from the Club Premises without the permission of the General Committee or Club Manager. A Member shall be liable to pay the cost of repairs for any damage or disfiguration on any property of the Club howsoever caused at the discretion of the General Committee.

(7) Personal Property

The Club shall not be responsible for any loss, damage, or disfiguration of personal property brought into the Club Premises.

(8) Use of Personal Electronic Equipment and Musical Instruments

Use of personal electronic equipment like radios, cameras, mobile phones and personal computers is in general allowed except in the toilets and changing rooms. However, any inconvenience or disturbance to other persons should not be caused. Use of musical instrument of any kind on any part of the Club Premises is not allowed unless prior permission is obtained from the General Committee or Club Manager.

(9) Office, Kitchen and Store Rooms

No unauthorized persons will be allowed to enter the office, kitchen or store rooms.

(10) Pets

No pets of any description will be allowed to be brought into any part of the Club Premises.

(11) Improper Conduct

Any person (Member, visitor, guest) causing any noise, uproar, disturbance, or engaging in ungentlemanly or improper conduct, or in any other conduct detrimental to the interests, character or reputation of the Club, may be ordered to leave the Club Premises immediately.

(12) Private Functions

- (a) A Member may apply to the General Committee for permission to hold a private function on a part of the Club Premises.
- (b) Each such application will be considered on its merits, taking into account the number of guests, the facilities required, and the inconvenience likely to be caused to other Members.
- (c) A fee of such sum as the General Committee may from time to time determine will be charged for any approved private function.
- (d) The General Committee may grant or refuse any such application.

XVII. DINING FACILITIES

(1) The Duties of Catering Convenor

The Catering Convenor shall be responsible for all matters concerning the catering services and dining facilities of the Club.

(2) The Duties of Assistant Catering Convenor

The Assistant Catering Convenor shall assist the Catering Convenor in performing his duties specified above.

(3) Prices and Standard of Food

The General Committee shall determine the prices and standard of food and beverage to be provided at the catering services and dining facilities of the Club.

(4) Consumption of Food

- (a) Meals shall be consumed only in the designated areas where such services are provided.
- (b) No person shall bring his own food, drink, or other refreshments onto the Club Premises.
- (c) Baby food may be brought onto the Club Premises for consumption by babies/children.

(5) Reservations

Table reservations may be made by telephone but must be taken up by the time specified.

XVIII. BAR

(1) Bar Account and Stocks

(a) The Duties of Bar Convenor

The Bar Convenor shall be responsible for conducting a monthly check on the bar accounts and ensuring a high standard of bar service of the Club.

(b) The Duties of Assistant Bar Convenor

The Assistant Bar Convenor shall assist the Bar Convenor in performing his duties specified above.

(c) The Duties of Club Manager

The Club Manager shall be responsible for: -

- (i) all the bar stocks kept in the Bar, Wine Cellar, and the Store Room,
- (ii) keeping a proper record of bar accounts,
- (iii) the supervision of Bar staff,
- (iv) the preparation of a monthly Stock Sheet of all purchases and sales, and
- (v) ensuring the availability of alcoholic and non-alcoholic beverages.

(2) Persons Under 12 or 18 Years of Age

- (a) No child under 12 years of age shall be permitted to enter any bar area other than for the purpose of communicating briefly and directly with a Member present in the bar area and in whose care the child is at the time.
- (b) Persons under 18 years of age shall not be served with alcoholic drinks.

(3) Refusal to Serve Alcoholic Drinks

A member of the General Committee or the Club Manager may instruct the Bar staff to refuse to serve alcoholic drinks to any Member or visitor who appears to him to be intoxicated.

(4) Corkage

Liquor/Wine brought into the Club on any occasion may be liable to a charge of corkage to be determined by the General Committee from time to time.

XIX. LIBRARY

(1) Borrowing of Books

A Member may borrow three books at a time and change them as often as desired, but all books must be returned within two weeks of each borrowing.

(2) Loss or Damage of Books

A Member shall be required to pay for the cost of replacement or repairs for any loss or damage of a library book on loan to him . Any Member noticing that a book is damaged is requested to notify the library attendant.

(3) Management of the Library

The Club Manager is responsible for the management of the library. A staff member will be in attendance while the library is open.

XX. RECREATIONAL, SPORTING, AND ENTERTAINMENT ACTIVITIES

(1) Types

The Entertainment Convenor shall be responsible for organising recreational, sporting, and entertainment activities that the Entertainment Sub-Committee considers appropriate.

(2) Frequency

Recreational, sporting and entertainment activities will be arranged on a regular, seasonal or ad-hoc basis as determined by the Entertainment Sub-Committee.

(3) Arrangements

The Club Manager is responsible for the arrangement of all recreational, sporting, and entertainment activities with the assistance of members of the Entertainment Sub-Committee.

XXI. CAR PARKING FACILITIES

(1) Car Parking Permission

- (a) A car of a Member other than a Full Member parked in or near the Club Premises must carry a valid Stanley Area Pass which allows vehicles to enter the restricted area beyond the barrier gate at Stanley Prison.
- (b) The Stanley Area Pass is issued only to a Member, who is the registered owner of the car, upon his application to the President.
- (c) The Stanley Area Pass is valid for two years starting from the first day in January to the last day in December in the next year.

(2) Restriction on Transfer of Stanley Area Pass

- (a) When a Member sells or otherwise disposes of his car, he must return the Stanley Area Pass to the Club. Fresh application for a Stanley Area Pass is required when a Member changes his car.
- (b) The Stanley Area Pass may not be transferred between cars nor between Members.

(3) Parking Arrangement

- (a) Members may park their cars only in the spaces designated for car parking.
- (b) If all spaces designated for car parking are occupied, Members may be refused for admission to the Club Premises for the purpose of parking. Members whose cars are not properly parked may be requested to remove them.
- (c) The Club reserves the right to tow away any car not properly parked in the designated parking area and to recover any costs incurred in removing and storing such car or vehicle. Neither the Club, nor any person employed by the Club shall be liable to any action or demanded whatsoever for the recovery of any alleged damage to such car or vehicle or otherwise in respect of the removal thereof.

(4) Closing of Parking Spaces

The General Committee may at any time close any space designated for car parking for such period of time as shall be specified in the notice announcing such closure. The notice shall be fixed to the Notice Board in the Club at least 24 hours prior to such closure coming into effect. Notwithstanding, any space designated for car parking may be closed in case of emergency.

XXII. TENNIS COURTS

The tennis courts are not part of the Club facilities and are under the control of the Correctional Services Department Sports Association (CSDSA) except booking arrangement provided by the Club. Members of CSDSA may, at the discretion of the CSDSA Executive Committee, be permitted the usage of such facilities at such times and days and under such conditions as may from time to time be specified.

XXIII. SWIMMING POOL AND THE POOL AREA

(1) Capacity of the Pool

- (a) The main swimming pool is licensed for use by a maximum of 82 persons at any one time. In addition to the main swimming pool, a paddling pool is available for children under 5 years of age.
- (b) The pool supervisor, his assistant, and the life saving attendants on duty, are authorized to restrict entry into the pools and the surrounding area by posting a notice at the entrance to the pool area when the main swimming pool is full.

(2) Opening and Closing

- (a) A notice board displaying the times and dates during which the pools shall be open is positioned at the entrance to the pool area.
- (b) The pools may be temporarily closed for the purposes of cleaning, repairs, maintenance, or in case of emergency.
- (c) The pools will be closed on the first working day of each week to facilitate cleaning and routine maintenance.
- (d) The pools will be closed during thunders torms and when typhoon signal No. 8 is hoisted. However, the Club Manager may use his discretion to take into account of the weather condition to decide whether the swimming pool should be opened or closed.

(3) Authorized Users

- (a) Only Members of the Club and their spouses and children may use the pools throughout the opening hours. Members may bring along two guests to use the pools during any weekdays from Tuesday to Friday (except Public Holidays).
- (b) Single status Members may introduce a guest to use the pools.
- (c) Membership cards must be produced for inspection before entry into the pool area is permitted.

(4) Life Saving Service

- (a) Qualified life saving attendants will be on duty at the pools during the hours of operations.
- (b) Life saving equipment installed at pool side is to be used only in emergency situations.
- (c) The responsibility of the life saving attendant is to ensure the safety and good conduct of all pool users. The instructions of the life saving attendant on duty should be complied with at all times. The life saving attendant on duty has the authority to expel, from the pools and the pool area, any user who violates any rules governing the use of the swimming pools and the pool area stipulated in this Section or whose conduct endangers his safety or that of other pool users.
- (d) The Club shall have no responsibility for whatever accident that may occur in the pool area.

(5) Changing Rooms

- (a) No person is permitted to dress or undress in the pool area or in the Club Premises other than in the Changing Rooms.
- (b) No food or drink shall be consumed in the Changing Rooms.
- (c) Clothing and personal belongings should be deposited in a locker and should not be left inside the Changing Rooms unattended.
- (d) Keys to lockers may be obtained from the attendant on duty. The Club accepts no responsibility for any loss of or damage to clothing and personal belongings deposited in lockers. Member and his/her spouse are required to present the membership card/supplementary card to obtain a locker key. A key and a lock replacement fee to be determined by the General Committee from time to time will be charged to a Member who or whose spouse has lost a locker key.
- (e) No photo-taking and video recording is allowed in the Changing Rooms.

(6) Hygiene

- (a) Person suffering from cuts, abrasions, or any skin, contagious or communicable disease shall not enter the pools but they may use the amenities of the pool area.
- (b) Every person using the pools must first use the footbaths and shower prior to entering the pools.
- (c) Persons with shoulder length hair or longer must wear swimming caps.
- (d) No person shall spit or throw litter in the pools or pool area.

(7) Equipment

- (a) The use of expanded polystyrene floats not protected by PVC (Polyvinylchloride) is not allowed. Flotation aids, such as rubber rings, arm bands, and boards, which are not unprotected expanded polystyrene products and of reasonable size, may be used by non-swimmers. Non-swimmers and those pool users with flotation aids must be accompanied in the main swimming pool by an adult swimmer. Pool users with flotation aids should not go out of their depth.
- (b) The use of swimming goggles is permitted.
- (c) Flippers, snorkels, masks, scuba equipment, wet suits, airbeds, large inflatable toys, plastic or metal toys, beach balls, and surf boards must not be used in the pools or the pool area.
- (d) Pool users are not allowed to bring any electrical or electronic equipment into the pool area.

(8) Conduct in the Pool Area

- (a) All pool users must wear a swimsuit of a non-transparent nature.
- (b) The use of suntan lotions in the pool area is not allowed.
- (c) 'Splash bombing', pushing, horse play, chasing games, or running around the pool area is not allowed.
- (d) No footwear is permitted in the pool area.
- (e) Water Polo is not permitted in the main swimming pool.
- (f) Ball games are not permitted in the pools or the pool area.

(9) Children

- (a) Children under 5 years of age who cannot dress or undress themselves may accompany their parents/responsible adults into the appropriate Gentlemen's or Ladies' Changing Room.
- (b) Children under the age of 12 must be accompanied by an adult at all times when using the pools and the pool area.
- (c) The paddling pool is reserved for children under 5 years of age only who must be under adult supervision at all times when using the pool.
- (d) Baby carriages and pushchairs may not be brought into the pool area.

(10) Food and Drink

- (a) No food or drink shall be taken into the pools at any time.
- (b) Only food and drinks served by the restaurant and the bar of the Club may be consumed in the pool area.

(11) Plant and Filtration Room

The Plant and Filtration Room is out-of-bounds to all pool users.

XXIV. SAUNA ROOMS AND STEAM BATH ROOM

(1) Capacity

Capacity of the Rooms are as follows: -

Ladies' Sauna Room - maximum 4 persons at any one time

Gentlemen's Sauna Room - maximum 6 persons at any one time

Steam Bath Room - maximum 2 persons at any one time

(2) Authorized Users

- (a) Only Members, their spouses and child ren of age 16 or above, and guests are allowed to use the facility.
- (b) Children under the age of 16 are not allowed to use the facility.

(3) Conduct

- (a) Persons with the following conditions are not allowed to use the facility:
 - (i) After drinking alcoholic beverage
 - (ii) Heart disease
 - (iii) High blood pressure
 - (iv) Skin disease
 - (v) Under medical treatment
- (b) Food or drink must not be consumed inside the Rooms.
- (c) No foot wear is permitted inside the Rooms.
- (d) Any person using the Rooms must first take a shower before entering.
- (e) Persons using any kind of lotions are not allowed to enter the Rooms.

XXV. VISITORS AND GUESTS

(1) Use of Club Facilities

Visitors and guests accompanied by Members shall be entitled to use all appropriate parts and facilities of the Club, but will not be allowed to sign chits or borrow books from the library.

(2) Conduct and Behaviour

Whilst on Club Premises, all visitors and guests shall properly behave and observe these Instructions. They are also required to follow and comply with all reasonable directions given to them by any General Committee member, the Club Manager, or any Club staff member who is tasked to monitor usage of any Club facilities.

(3) Responsibilities of Members

Members bring visitors or guests to the Club premises shall be responsible to the conduct and behaviour of, and for any damages to the Club facilities caused by their visitors or guests.

XXVI. LIABILITY OF THE CLUB

(1) Accident and Injury

Neither the Club, the General Committee, the Club Manager nor any staff member of the Club shall be liable or responsible for any accident or injury to any Members, their families, visitors or guests that may occur in any part of the Club Premises, subject to the provision of the Occupiers Liability Ordinance, Cap. 314.

(2) Loss and Damage of Property

Neither the Club, the General Committee, the Club Manager nor any staff member of the Club shall accept responsibility for the loss, theft or damage to, any property or valuables belonging to any Members, their families, visitors or guests in any part of Club Premises. No valuables should be entrusted to the care of any staff member of the Club.

- End -