

VICTORIA RECREATION CLUB



BYE-LAWS

Approved by the General Committee

Signed: _____

Chairman: Frank Pfeiffer

Date: _____

01 / 01 / 2015

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BYE-LAWS FOR THE VICTORIA RECREATION CLUB

1.0 INTRODUCTION

- 1.01 The Victoria Recreation Club Ltd. was incorporated in 1964 and is referred to as "The Club".
- 1.02 The Memorandum and Articles of Association, as amended last on 16 September 2013 (published on the Club website) set out the various classes of membership.
- 1.03 The General Committee is empowered thereunder to issue bye-laws relating to membership and to regulate the activities of members and the use of the Club Premises and to amend them from time to time.
- 1.04 The appendices may be updated more frequently or concern the procedures of the General Committee:

2.0 CLASSES OF MEMBERSHIP

- 2.01 As set out in the Memorandum and Articles of Association there are the following classes of Membership of the Club:
 - Honorary Members, Life Members, Ordinary Members; Associate Members; Spouse Subscribers, Junior Members and Sporting Members.
- 2.02 Upon application being made to the Honorary Secretary, non-residents of HKSAR may apply to be a Visiting Member for a period of up to 60 days in any one calendar year. The application shall be considered by the Honorary Secretary in consultation with the General Committee who may in their absolute discretion admit the Visiting Member on such terms and conditions they think appropriate.
- 2.03 Other persons may be accorded temporary membership upon such terms and conditions as the General Committee may think fit, when using the Club Premises as part of a group or organization approved to use them, by the Honorary Secretary and monitored by the General Manager.
- 2.04 Absent Membership

Upon making a written application with proof of absence to the Honorary Secretary, a member of any class may apply to have his or her name placed on the Absent Members' List. The Member can apply for such Absent Members status for a period of not less than 12 months and shall pay the equivalent of one quarters subscriptions annually to remain on the Absent Members list. After being reinstated as a resident upon return to Hong Kong the Absent Members will have 3 months to update their information with the Club and resume active membership.

3.0 EQUALITY OF MEMBERSHIP

The General Committee recognizes that all Members of any class of membership and spouses of, and partners of Members, regardless of race, sex, marital status,

pregnancy, disability or family status shall be treated equally in respect of their rights and privileges which they may each enjoy as Members of the Club.

4.0 DATA PRIVACY

The Club formulates and provides policies and practices in relation to personal data as follows:

- 4.01 Personal data shall be collected for a purpose directly related to a function and activity of the data user; lawful and fair collection of adequate data; data subjects shall be informed of the purpose for which the data are collected and to be used.
- 4.02 All practicable steps shall be taken to ensure the accuracy of personal data; data shall be deleted upon fulfilment of the purpose for which the data are used.
- 4.03 Unless the data subject has given prior consent, personal data shall only be used for the purpose for which they were originally collected or a directly related purpose.
- 4.04 All practicable steps shall be taken to ensure that personal data are protected against unauthorized or accidental access, processing or erasure.
- 4.05 Individuals have rights of access to and correction of their personal data. Data users should comply with data access or data correction request within the time limit, unless reasons for rejection prescribed in the Personal Data (Privacy) Ordinance are applicable.

5.0 FEES, SUBSCRIPTIONS AND OTHER CHARGES

- 5.01 Fees, subscriptions and other charges shall be reviewed from time to time by the General Committee upon the advice of the Finance Sub-Committee of the Club at their entire discretion. The new rates of fees, subscriptions and other charges will normally be proposed and approved at a General Meeting of Members.
- 5.02 The current Fees and subscriptions are tabulated in Appendix A

6.0 MEMBERS' OBLIGATIONS IN THE USE OF THE PREMISES

- 6.01 When a Member visits the Premises he or she must bring his or her Club membership card or temporary membership card and sign in the Members' Book, and also enter the names of his or her children and any guests, and/or secondary carers, as the staff of the Club need to know who is on the Premises at all times.
- 6.02 The Club runs a barbeque booking system and the Member shall book and use the barbeque for the time allotted. The same applies to the booking and use of other facilities at the Club Premises.
- 6.03 The Member shall declare to the Club's staff any bottle of wine and spirits brought onto the Premises and shall pay the appropriate corkage.
- 6.04 Members must buy beer, soft drinks and other refreshments from the Club.

- 6.05 Dogs (except guide dogs for the blind) or other pets shall not be brought to the Club Premises (clubhouse, grounds and beach).
- 6.06 Users of the Club are responsible for their property. The Club will not accept responsibility for any losses or damage no matter how incurred.
- 6.07 All areas of the Club are classified as non-smoking areas except any specific areas determined at the discretion of the General Committee.
- 6.08 The Club encourages Members to use their mobile telephones in the adjacent grounds of the Club, rather than in the Club Buildings, where use of mobile telephones is forbidden. Mobile phones must be switched to "silent mode" at all times while on the Club Premises.
- 6.09 The payment or giving of gifts or gratuities, including "Lai-See", to individual members of the Club's staff and the purchase of drinks or other items for staff is prohibited.
- 6.10 No Member or guest thereof shall visit any "back of house" areas within the Club without the prior permission of the Club management. "Back of house" areas will normally be indicated by "Staff Only" signage but will include, among other places, all food preparation areas, bar serving and storage rooms.
- 6.11 All members, including Visiting Members and Junior Members, shall settle their daily accounts before they leave the Club Premises by means of Octopus Card, or EPS Card, as shall Children of Members who are registered with the Club. Payment by cash is prohibited.
- 6.12 Members shall not store personal items, make donations of equipment, products or plants to the Club, nor make alterations or interfere with the Club or members' property, remove or dispose of Club items or amenities without prior written approval of the General Committee or the General Manager.
- 7.0 GUESTS, CHILDREN AND SECONDARY CARERS
- 7.01 Upon entering the Premises, Members must sign in and pay the fees for their guests. This is for the proper administration of the Club and in case of accidents on the Club Premises.
- 7.02 Members are responsible for, and must accompany at all times, their guests, their children, and their secondary carers. Ordinarily Members may bring to the Club Premises a maximum of two guests and the same guests including guest children no more than twice per month and a maximum of six times in one year. Regular secondary carers may be registered with the General Manager and issued with a Visiting member's card.
- 7.03 Members shall use the Club Premises and facilities with due decorum, both to other Members and to the Club's staff. The Club management will not tolerate abuse, drunkenness or other bad behaviour and reserve the right to ask a Member so behaving to leave the Premises forthwith.

7.04 A Member may point out to any person that such person may be in breach of any Bye-law, but should go no further in the event of actual or potential confrontation. The proper channel is to report the matter to the General Manager (or, if unavailable, a member of the Club's staff).

7.05 Children under 18 may not consume alcoholic beverages at any time.

8.0 CLUB OPENING AND CLOSING TIMES

8.01 Ordinarily the Club Premises shall be open as stated on the Club website.

8.02 If Members wish to use the Club Premises at times other than stated, then they must inform the Club management with sufficient notice so that suitable arrangements can be made if the Members wish to have service or use of the Club Facilities.

9.0 ORDERS GIVEN TO THE STAFF

9.01 Ordinarily no Member, save the Officers of the Club (the Chairman, the Deputy Chairman, the Treasurer, the Secretary) and the General Manager shall give instructions to the Club's staff. Requests shall be addressed in the first instance to the General Manager.

9.02 Should there be cause for complaint, the matter should be taken up with the General Manager in the first instance or in writing to the Honorary Secretary. Club employees should not be reprimanded by any user of the Club. Effort should be made to resolve any problem verbally and in as amicable a manner as the situation allows.

9.03 Members are reminded that the Club's staff are not obliged to leave the bar area in order to serve Members in the beach areas. Members should therefore collect any food and drink items which they have ordered from the bar.

10.0 ACCIDENTS ON THE PREMISES

10.01 If there is an accident at the Club Premises, contact any staff member and ask for first aid. If the accident is serious then arrange for the person injured to be taken to hospital by ambulance. At Deep Water Bay, the nearest hospitals are the Queen Mary Hospital and the Ruttonjee Hospital. At Emerald Bay, the Tseung Kwan O Hospital and the Prince of Wales Hospital in Shatin are the nearest.

10.02 Some of the Club's staff are trained in basic first aid, and we do have first aid equipment on site, so please use this in the first instance.

11.0 INSURANCE FOR MEMBERS

11.01 The Club itself maintains insurance for various kinds of situational risks, and liabilities, but a Member's own policy will be called upon first to pay for any

damages suffered. As for boats and equipment, Members should take out their own insurance to cover damage, both to the boat and the equipment and third party to cover damage to other persons and their property.

12.0 BOAT STORAGE AND HANDLING

- 12.01 The manner of placing, storing, slipping and un-slipping of all Member's craft brought to the Club's Premises is to be determined by the General Manager/ Convenor of Boats duly appointed by the General Committee.
- 12.02 Boats normally stored inside the boathouse or on the boat racks may be moved at any time if the General Manager/ Boat Convenor deem this expedient.
- 12.03 On the occasion of an approaching storm or typhoon, the manner and positions of storing of Members' boats ashore, inside and outside of the boathouse will be at the discretion of the General Manager/ Boat Convenor. The Club accepts no responsibility whatsoever for any damage sustained to boats or equipment resulting from any weather condition or from any other cause whatsoever. All craft are stored in Club Premises entirely at the risk of the Members concerned.
- 12.04 Members anchoring craft off the pontoon at Deep Water Bay are reminded of the Hong Kong Marine Department ruling forbidding anchoring within "cable areas". Two Cable and Wireless submarine heavy cables pass across the Club's frontage at Deep Water Bay within a parallel of 50 metres.
- 12.05 No craft whatsoever shall be temporarily anchored within a radius of 15 metres from the pontoon.
- 12.06 Boat owners "taking on" or "dropping off" passengers must do so with dispatch while alongside the slipway and/or the pontoon. Loitering is not allowed in this vicinity.
- 12.07 The Club's boat staff at Deep Water Bay are on call for various duties at all times of the day. One of their duties is to assist in the launching and slipping of all Members' craft and for the manhandling of boats as a precautionary measure on the approach of a storm or typhoon.
- 12.08 A book is kept in the Clubhouse for the purpose of recording the details of hire of various craft belonging to the Club. Members shall write clearly their names and Membership numbers when making entries in this book.
- 12.09 Boat storage fees are revised from time to time and the current fees are shown in Appendix A. Boat storage fees are charged to Members in their quarterly bills and Direct Debit limits shall be increased to cover boat storage charges.
- 12.10 Each boat stored at VRC shall have a sticker as provided by the Club in such a position that it is visible whether the boat is on the rack or trailer. The Club will dispose of any boats without a sticker and without notice to owners.
- 12.11 Boat storage forms are available for Members applying for a new storage space. Waiting lists for both indoor and outdoor storage spaces are maintained so that applications can be processed efficiently.

- 12.12 In case of damage or change of boat, Members should apply to the General Manager for a new sticker. A charge of \$50 per sticker will be levied.
- 12.13 Only one man kayaks, surf skis and OCs plus SUPs and paddle boards are accepted for storage. A maximum of two pieces can be stored per Associate/ Ordinary member at the Club's discretion and a maximum of one piece per Sporting Member.
- 12.14 Up-to-date information on boat storage, handling and related matters can be obtained by reference to the notice boards and the Club website.

13.0 CAR PARKING AT EMERALD BAY

- 13.01 Guests and visitors are not allowed to park at the Emerald Bay car park on Saturdays, Sundays and Public Holidays without prior approval of the General Manager.
- 13.02 Members may park only one car at a time at the Club. Members should be using the Club facilities if they are to park at the Club.
- 13.03 Members should park within the lines of any space.
- 13.04 Until further notice the Member shall record his or her car number when he or she signs in and display his or her membership number on the inside of the windscreen for staff to check.

14.0 BOOKING FOR LARGE PARTIES

- 14.01 Members wishing to hold parties for more than 10 persons (including children) must make a booking and pay for it at least 3 weeks in advance with the Club's Event Manager (event@victoriarecreationclub.com.hk). See Appendix A for current charges).
- 14.02 Permission for large parties to be held at either Clubhouse will generally be limited to weekdays. Only in exceptional circumstances will permission be given for parties of more than 100 persons.
- 14.03 The following conditions will apply to large parties:
- Unless otherwise previously agreed by the General Manager, parties shall not start before 6:00 pm and shall end no later than 11:00 pm.
 - After 8:00 pm a staff overtime charge will be payable.
 - Any extension agreed by the General Manager after 10:00 pm will be subject to a staff overtime charge at double the normal rate.
 - Members are reminded that noise levels must be kept down in order that no complaints are received from other Members using the Club or from neighbouring premises.
 - Other members retain the right to the normal use of the Club's facilities at all times.

15.0 CAMPING AT EMERALD BAY

- 15.01 Members are permitted with no more than two weeks' advance booking to camp overnight in the grounds of Emerald Bay, limited to a stay of no more than 2 nights on any visit.
- 15.02 Camping parties must not exceed 10 persons and no more than 2 parties will be permitted for overnight camping at any time.
- 15.03 Bookings must be made with the General Manager and the fee (see Appendix A) paid in advance.
- 15.04 Members camping in the grounds at Emerald Bay do so at their own risk.
- 15.05 Under no circumstances will campers be permitted to sleep inside the Clubhouse save in emergencies or typhoons and no camper is permitted to enter the kitchen at any time.
- 15.06 Children under 18 must not camp without adult supervision.
- 15.07 Campers are not to light a bonfire under any circumstances.

16.0 MISCELLANEOUS

- 16.01 No radios or other music playing devices, portable televisions or musical instruments etc. shall be played in the Club Premises or grounds without the prior consent of the General Committee unless the sound is transmitted through personal headphones.
- 16.02 Any person wilfully breaking or damaging any article or property of the Club shall pay double the replacement cost.
- 16.03 In order to facilitate communications between the Club and its members, members are requested to provide and keep up to date their postal address, email address and contact telephone numbers to info@victoriarecreationclub.com.hk. This information will only be used for communications such as issue of Newsletters and important Club announcements. It will be protected according to the Club's policy on Data Privacy.
- 16.04 Neither members nor guests are allowed to light open fires on the Club Premises.
- 16.05 The General Committee can in their power take disciplinary action against any Member or Members found to be in breach of the Articles of Association or these Bye-Laws.

17.0 SPECIAL LEVIES

- 17.01 The General Committee may, for the purposes of meeting financial commitments or for making special improvements to amenities, call on all Members to pay an additional fee not exceeding two months subscription not more than once in any calendar year.

Appendix A

SUBSCRIPTIONS, FEES AND CHARGES

The current Fees and subscriptions are as follows:

(a) Entrance Fees:

- | | |
|--------------------|-------------|
| • Associate Member | \$30,000.00 |
| • Junior Member | \$4,500.00 |
| • Sporting Member | \$6,000.00 |

(b) Subscriptions due quarterly:

- | | |
|-------------------------------|---------------|
| • Ordinary Member | \$1,300.00 |
| • Associate Member | \$1,300.00 |
| • Spouse Subscriber | \$450.00 |
| • Junior Member | \$1,000.00 |
| • Sporting Member | \$1,300.00 |
| • Children of Members | \$160.00 |
| • Visiting/ Reciprocal Member | \$433 monthly |

(c) Absent Member Annual Fee \$1,300.00

(d) Guest Fees (guests over 5 years of age) \$30.00

(e) Enhancement Fee:

A Sporting Member may apply to have his or her membership enhanced to Associate Membership at any time as the General Committee may determine. The Enhancement Fees shall be the difference of the prevailing Associate Membership Entrance Fee and the joining fees paid to date.

(f) Boat and Boat Rack Storage Charges due quarterly:

- | | |
|---|-------------|
| • Class A (large motor boat) | \$10,000.00 |
| • Class B (dinghy/ jet ski/ small motor boat) | \$4,000.00 |
| • Class C (OC1/ surf ski) | \$500.00 |
| • Class D (plastic/ inflatable kayak) | \$500.00 |
| • Class E (Stand Up Paddleboards – SUP) | \$300.00 |

(g) Hire charges for parties up to 100 persons:

- | | |
|---|---------------|
| • Charge per person per 5 hours | \$60 |
| • Staff overtime per hour after 8:00 pm | \$300.00 each |

- Staff overtime per hour after 10:00 pm \$600.00 each

(h) Hire of barbeques and equipment:

- Charge for barbeque including charcoal \$100.00
- Charge for plates and cutlery \$100.00

(i) Corkage:

- Per 75 cl bottle of wine: \$30.00
- Per 1 litre bottle of wine \$40.00
- Per magnum bottle \$60.00
- Per bottle of spirits \$50.00

(j) Camping overnight at Emerald Bay:

- Booking fee \$500.00

Appendix B

MEMBERSHIP AND ADMISSION OF NEW MEMBERS

B.1 Introduction

The 2013 revision to the Memorandum and Articles of Association was intended (amongst other things) to equalize membership opportunities for both men and women, and to enable recognized partners of members to use the Premises with the member, and to enable more Junior Members to be enrolled.

B.2 Steps to Becoming a Member

B.2.01 Step 1

(i) The first step to becoming an Associate Member is to fill in the then current application form with the Candidate's personal details along with the details of his or her spouse or partner and children.

(ii) All applications must be proposed and seconded by two Ordinary Members, and the completed application form should be sent to the Honorary Secretary together with photographs and;

(iii) Upon being informed by the Honorary Secretary that he or she is suitable for the class of membership requested, the Entrance Fee and three months' subscription fees will become due and payable in advance.

B.2.02 Step 2

(i) As membership of the Club is a privilege, the Candidate will be required to meet with the Membership Sub Committee which will determine whether he or she is a suitable person for membership.

(ii) Upon the Candidate being informed of the date of the meeting with the Membership Sub Committee, he or she should present himself with his or her sponsors and meet with the members of the Membership Sub Committee.

(iii) The spouse or partner of a Candidate shall be exempt from payment of the Entrance Fee and from passing the ballot, unless the General Committee in its discretion shall decide otherwise.

B.2.03 Step 3

(i) Upon being informed by the Honorary Secretary that he or she has been accepted for membership, the Candidate, must supply a signed autopay form addressed to his or her bank.

(ii) Thereafter the Membership Sub-Committee shall meet and recommend which Candidates should be recommended to the General Committee as being fit and proper persons to be admitted as Associate Members of the Club.

(iv) The General Committee shall then consider the recommendations and shall by a majority vote confirm whether to approve the Candidate's request for membership.

B.3 Supplementary

(i) If, at any time after the Candidate has been admitted to any class of membership, it appears to the General Committee that such Candidate has been elected by any material misrepresentation, then after due inquiry has been made and prior written notice has been given to the Candidate, the General Committee shall proceed to remove his or her name from the List of Members.

Appendix C

MEMBERSHIP OF THE GENERAL COMMITTEE AND THE ESTABLISHMENT OF CONVENORS' MEETINGS, SUB-GROUPS AND SUB-COMMITTEES

- C.1 The General Committee shall consist of the Chairman, a Deputy Chairman, the Treasurer, the Secretary and up to 9 Ordinary Members elected at a General Meeting. Vacancies may be filled as the Chairman and the General Committee shall in their entire discretion require.
- C.2 The Chairman and the General Committee may establish Sub-Committees to deal with:
- (a) Membership;
 - (b) Finance;
 - (c) Discipline;
 - (d) Food & Beverage;
 - (e) Estates and Maintenance;
 - (f) Club Development
 - (g) Convenors' Groups at each location for the purposes of consultation with members who use those locations, and to aid in the transparency of the running of the Club.
 - (h) Particular Sports Sub-Committees – e. g. Paddle Section
 - (i) Any other subject matter which the Chairman and the General Committee may think fit and proper;
- C.3 The Proceedings of the General Committee and Sub-Committees shall be recorded and passed to the Honorary Secretary;
- C.4 Ordinarily the General Committee shall meet monthly, and the General Manager will be in attendance with such other members as may be required. The Convenors' Groups shall meet quarterly or as required.
- C.5 The resolutions of the General Committee shall be voted upon and passed by a simple majority of those present. The votes of those whose written representations have been received in advance by the Chairman or the Honorary Secretary, but are not present shall be counted.

APPENDIX D

SPORTING MEMBERS

- D.1 Sporting Members shall be such persons as shall be successfully balloted as such by the General Committee.
- D.2 Candidates for sporting membership shall be considered and, if thought fit by a majority of the members of the Sporting Membership Sub-Committee, shall be proposed by the Sporting Membership Sub-Committee to the General Committee as for balloting as Sporting Members.
- D.3 If successfully balloted, a Sporting Member shall pay the entrance fee payable by Sporting Members by 3 equal instalments payable over a period of 3 years from the date of his or her admission as a Sporting Member. In addition, a Sporting Member shall be required to pay the same monthly subscriptions as Associate Members.
- D.4 On the 3rd anniversary of admission to the Club as a Sporting Member, or such longer period as the General Committee may, in its discretion decide, such Sporting Member must either resign from the Club or convert his or her Sporting Membership to Associate Membership by paying the balance of the entrance fee which would have been payable had he or she applied to become an Associate Member at the time when such Sporting Member applied to become a Sporting Member of the Club.
- D.5 Sporting Members must have a particular aptitude or interest in a sport in which the Club engages and must be eligible and available to represent the Club in competitions in such sport in respect of which such Sporting Member has been admitted as a Sporting Member of the Club.
- D.6 Should the Sporting Membership Sub-Committee determine that a Sporting Member no longer fulfils the criteria pursuant to which he was admitted to the Club as a Sporting Member, then such Member shall be so advised in writing by the Sporting Membership Sub-Committee and, subject to application for review by the General Committee of such decision, such Member shall, on the expiration of not more than 3 months from the date of being notified that he or she no longer fulfils the criteria for Sporting Membership, either resign as a member of the Club or apply to the General Committee for his or her Sporting Membership to be converted to Associate Membership by payment of the balance of the entrance fee which would have been payable had he or she applied to join the Club as an Associate Member at the time of application to join the Club as a Sporting Member.
- D.7 A Sporting Member shall not be entitled to invite guests onto the Club's premises at any time nor to bring his or her spouse or family members on to the Club premises as guests.
- D.8 The General Committee shall be entitled in its absolute discretion from time to time and at such times as it may stipulate, to restrict the use by Sporting Members of any part of the Club's premises and/or its facilities.

APPENDIX E

CLUB MANAGEMENT

E.1 The Officers of the Club are as follows:

- Chairman: Mr Frank PFIEFFER
- Deputy Chairman: Mr David KNIGHT
- Honorary Secretary: Ms Julie DEVINE
- Honorary Treasurer: Mr Daniel FEDORUK

E.2 The other members of the General Committee are:

- Mr Nicholas BARNES
- Mr Jon DINGLEY
- Mr James FOK
- Mr Gordon LOCH
- Mr Andrew ORR
- Mr Heinrich VERHEUL
- Mr Kam Shing WU
- Mr Chris YEE
- Mr C.P Yu

E.3 The General Manager of the Club is:

- Mr Craig NORTJE

E.4 The Event Manager is

- Ms Joanne JONES

E.5 The Boat Convenors are:

- Ms Julie DEVINE
- Mr Andrew ORR

E.6 The staff-in-charge at each Clubhouse are:

- Deep Water Bay: Mr Steven CHOI
- Emerald Bay: Mr Deep BISTA