



## Club Rules and Bye-Laws

Members and guests of Members using the Club facilities shall at all times conduct themselves with decorum and comply with the Rules and Bye-Laws of the Club for the time being in force ("Rules and Bye-Laws").

### 1. Membership

1.1 The Club shall have the absolute discretion to, from time to time and without reference to any Member of the Club, to offer or cease to offer any or all type(s) of membership of the Club as it deems fit. Currently, the Club offers the following types of membership:

- Individual Members
- Corporate Members

1.2 The Club shall have absolute discretion to accept or reject any application for membership without the need to give reasons therefor.

1.3 A one-time non-refundable joining fee is payable for each membership of the Club. The joining fee is due and payable upon the Club's approval of the membership application and grant of membership is conditional on payment of the joining fee, which fee is non-refundable in any circumstances. The current joining fee is set out in the Schedule of Fees and may be adjusted by the Club from time to time in its absolute discretion.

1.4 Valid membership entitles the Member(s) to use of the Club's facilities in accordance with these Rules and Bye-Laws, but does not bestow upon the Member(s) any other rights in the Club, the property of the Club or the ownership or administration of the Club.

### 2. Monthly Membership Fees

Monthly membership fees for individual Members and Corporate Members are payable monthly in advance and other expenses are as set out in the Schedule of Fees.

### 3. Monthly Credit Limit of Members

3.1 All Individual Members enjoy a maximum credit limit per calendar month of HK\$20,000.

3.2 All Corporate Members enjoy a maximum credit limit per calendar month of HK\$50,000.

3.3 The monthly credit limit may be applied to the monthly membership fee, the consumption of food and beverages at the Club, charges for use of the Club's facilities and services and other charges incurred at the Club. For the avoidance of doubt, no withdrawal of cash or any kind is allowed on the monthly credit limit and unused credit cannot be accumulated or transferred. Members may increase their monthly credit limit by prepaying the excess amount as a deposit. Return of such deposit is subject always to the full and final settlement of all outstanding charges.

3.4 In the event the monthly credit limit is exceeded, Members shall settle the excess amount forthwith either by credit card or by cash payment.

3.5 Where the Monthly Charges (as defined below) or any part thereof remain due and outstanding, the Member's monthly credit limit shall be immediately suspended without further notice.

3.6 Without prejudice to another of terms herein, the Club reserves the right to withdrawal, suspend or revise the monthly credit limit as set out above at any time from time to time by giving 7 days' prior written notice thereof.

### 4. Accounts of Members

4.1 All monthly membership fee and payment for consumption of food and beverages, use of the Club's facilities and services and other charges ("Monthly Charges") by Members are payable every second working day of each month in arrears by means of standing instructions for direct debit to their bank accounts, as



authorized and as per such information provided by the Members on their application forms or from time to time. Members are responsible to update the Club in a timely manner of change in such information and so as to avoid payment failure and associated charges. The Club reserves the right to charge a reasonable administrative fee for processing changes in information.

- 4.2 The Club will send Members a monthly statement setting out the Monthly Charges within 14 days from the first day of each month (or such other days as the Club may decide), the invoice will be sent at the Member's own risk, to Members by ordinary post or by electronic mail to such postal address or email address as specified in the Member's application form. Members are responsible to check the receipt and accuracy of invoices and to notify the Club of any non-receipt or inaccuracies as soon as possible. The Club is hereby authorized to arrange for payment by direct debit in accordance with the terms hereof. If payment of Monthly Charges has not been fully settled on the due date otherwise than attributable to the Club's fault, an additional administration fee ("Late payment Administration Fee") as set out in the Schedule of Fees applies and the Club will send a late payment notice to the Member for immediate settlement of the outstanding Monthly Charges and administration fee. From the date of the late payment notice and until all outstanding monies are settled, Members shall be liable to pay interest on the all outstanding amounts at the rate of 4% per month.
- 4.3 From the date of the late payment notice and until such time that all monies outstanding are paid in full, the monthly credit limit of such Member will be suspended with immediate effect without further notice.
- 4.4 Without prejudice to the above, if such Member fails to settle its account in full within 14 days from the date of the late payment notice, the Membership and all rights attaching shall be suspended from such day onward

without further notice. Upon full and final settlement of all amounts owing to the Club within (One Month) of the late payment notice and the payment of the Account Re-activation Fee as set out in the Schedule of Fees, the Membership may be re-activated.

## 5. Change of Nominee of Corporate Membership

- 5.1 All memberships are personal to the Member and are non-transferable and not inheritable.
- 5.2 Each Corporate Membership entitles the Corporate Member to nominate [three] individuals of the Corporate Member ("Corporate Nominees") at all material times and from time to time. Nominations of the Corporate Nominees shall be in such form and on presentation of such supporting documentation as the Club may prescribe from time to time. Should the Corporate Membership wishes to change any of the Corporate Nominees, the Corporate Member shall submit the relevant documentation and pay to the Club a Change of Corporate Nominee Administration fee as set out in the Schedule of Charges for such (accepted) change in nominee. The Club shall have the absolute discretion to accept or reject such nomination or change in nomination without the need to give reasons therefor.

## 6. Membership Cards

- 6.1 The Club shall issue a membership card to each Member in accordance with these Rules and Bye-Laws of the Club.
- 6.2 Members shall carry their membership cards with them at all times while at the Club Premises and present their membership cards at the time of signing any bills or if so requested by any executive or security staff of the Club.



- 6.3 Members shall give the Management prompt written notice of the loss of or damage to any membership cards and apply for the issue of a replacement card for which a charge will be payable.
- 6.4 Membership cards remain the property of the Club. Upon a person ceasing to be a Member, he shall surrender all membership cards issued to him or his company executives.
- 6.5 Members shall be entitled by one month's prior written notice to the Club to request termination or cancellation of its membership.
- 6.6 Where in the Club's reasonable opinion, the Member has acted improperly or undesirably at the Club, or brings the Club into disrepute, or the Club otherwise reasonably determines, the Club shall have the right to terminate the membership.
- 6.7 Termination, suspension or cancellation of Memberships shall be without prejudice to the rights and obligations of either party and in particular, the obligation of the Member to settle all charges and the right of the Club to seek repayment thereof. Further, the Member shall indemnify and keep indemnified the Club of all claims, costs (including legal costs), expenses, damages or other sums howsoever incurred or suffered as a result of the Member's default, omission, delay or action.
- 7. Club Opening Time & bookings**
- 7.1 The Club's facilities shall be opened for use by Members daily between such hours as the Club may from time to time determine, but the Club may close the whole or part of the Club facilities for such times as it may deem necessary for events, cleaning, repairs, maintenance and renovation or for any other reason.
- 7.2 Bookings shall be made at the respective outlets daily from 10:00 to 22:00 either in person or by telephone or email, on a first come first served basis. For all bookings, Members shall provide their names and membership numbers. The Club and its facilities are for use and enjoyment by Members. Unauthorized commercial use or use for improper purposes are strictly prohibited.
- 7.3 The Club may at any time, from time to time reserve the whole or any part of any outlets for corporate bookings.
- 7.4 Children under 11 years old will not be allowed in Jazz Lounge.
- 7.5 The Club reserves the right at any time without prior notice to limit the number of person present at the Club Premises or any part thereof, whether or not due to fire or other safety regulations or other requirements which the Club may be subject to.
- 8. General**
- 8.1 Dress Code  
Whilst within the Club Premises, Members and guests shall at all times observe a reasonably conservative standard of dress, having regards to local climatic conditions. No singlets, shorts, flip-flops and sandals are allowed for Gentlemen.
- 8.2 Food and Beverage  
Food, drinks and other refreshment may only be consumed in the dining room or other outlets within the Club Premises. A member may not bring his own food, drinks or other refreshment into the Club Premises except where these items are required for medical purposes or is food for children under 3 years of age.
- 8.3 Pet  
No pet of any kind, nor any other animals, birds or insects whatsoever, may be brought on to any part of the Club.



- 8.4 Club Property  
No person may remove any property of the Club from the Club Premises. Members shall be responsible for any damages to any Club property caused by them or their guests.
- 8.5 Liability of The Club  
Any person(s) entering the Club Premises or using any of the Club facilities do so at their own risk and shall at all times take care to observe any directional, warning or cautionary signage displayed on the Club Premises for their safety. Parents shall be responsible at all times for the safety of their children and supervise their children while they are within the Club Premises.
- 8.6 Loss or Theft of Property  
No personal effects, articles or property belonging to a Member or guests should be entrusted to the care of employees of the Club. The Club shall not be responsible for any loss or theft of any personal effects, articles or property of any Member or guests, regardless of whether they are left in private rooms provided within the Club Premises or have been left to the care of any employee of the Club.
- 8.7 Lost Property  
Any articles of value found on the Club Premises will be kept in the administration office. If any such article is not claimed within three months of being found, it may be disposed of by the Club in its absolute discretion.
- 8.8 Club Employees  
Employees of the Club shall not be requested to carry out personal errands behalf of a Member, whether within the Club Premises or outside.
- 8.9 Complaints and Suggestions  
All complaints in respect of any matter concerning the Club or the behavior or conduct of any employee or other Member shall be made in writing to the Management. All suggestions regarding the Club and its facilities will be welcome and should be made in writing to the Management.
- 8.10 Conditions of Entry  
The Club may from time to time prescribe such other conditions of entry as it considers desirable or necessary. Members entering the Club Premises upon notice shall be deemed to have agreed to and undertaken to abide by such conditions.
- 9. Wine Storage (monthly rental fee applied)**
- 9.1 All wine storage members shall enjoy free corkage fees (Jazz Lounge excluded).
- 9.2 Members renting wine storage lockers are granted a licence at will only to use the space. No other rights are purported to be granted in respect of the space. All keys to the relevant locker will be given to wine storage members. Members are responsible for the safe keeping of all such keys and ensuring the wine cooler is locked when not in use so as to secure from unauthorized entry at all times. The Club will not be responsible for locking any unlocked wine cooler. As the Club will not keep any keys for back-up, Members are liable for all and any charges incurred in the event that keys are lost and service is required to unlock the wine coolers and/or any damages caused to the wine cooler in the process of unlocking the wine cooler and/or any reimbursement fees incurred.
- 9.3 All wine coolers are suitable only for the storage of wine. In the event the Club discovers or it is made known to the Club that items or goods are stored other than wine, the Club reserves the right to terminate the licence and to request the Member to remove all items and goods from the wine cooler with immediate effect, failing which the Club is hereby irrevocably authorized to do so.
- 9.4 The Club shall not be responsible howsoever for any and all liability in respect of the use of the locker, space or wine stored in the wine cooler, including but not limited to any loss or damage to all wine.



9.5 The Club does not provide insurance for the stored wine. Use of the locker space and storage of wine in the wine cooler including the value of the wine is at Member's own risk.

## 10. Signing of Bills

All transactions taking place within the Club Premises shall be carried out by the signing of bills on the presentation of a valid membership card. Members shall be responsible for the payment of all bills signed by them. Alternatively, cash or credit card payment will be accepted if the Member wishes to settle the particular bill immediately.

## 11. Guests and Visitors

11.1 Members bringing guest(s) into the Club Premises are responsible for any guest fees payable and at all times for the behavior of their guest(s) and for ensuring that their guest(s) abides by these Rules and Bye-Laws and shall accompany their guest(s) at all times while in the Club Premises.

11.2 Guest(s) of Members shall not conduct any transaction within the Club Premises except through their Member.

11.3 The Club reserves the right to accept or not accept any guest into the Club Premises.

## 12. Personal Data Policy

12.1 Notice relating to the Personal Data (Privacy) Ordinance (the 'Ordinance')

This Statement is made by Green Sight Limited ('Greater China Club') in accordance with the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region ('the Ordinance'). Green Sight Limited ("Greater China Club") recognizes the importance of your privacy. The Statement ("this Privacy Statement") is intended to notify you why personal data is collected, how it will be used

and to whom data access requests are to be addressed. Please read this Privacy Statement carefully. By submitting an application, accessing or utilizing services on [www.greaterchinaclub.com](http://www.greaterchinaclub.com) or its Facebook fans page (collectively, "this Website") means that you have accepted the terms of this Privacy Statement. If you are unwilling to be bound by the following terms, please do not submit an application or use this Website. If you complete any form via this Website, after you have completed the form and pressed the button "submit", it indicates that you have read and understood this Privacy Statement and agreed to how personal data are collected and used as provided in this Privacy Statement. Greater China Club reserves the right to change or modify the contents of this Website at any time and unilaterally change this Privacy Statement without notification. You should regularly check whether this Privacy Statement has been modified via this Website, as your continued use of this Website indicates your acceptance of any change to this Privacy Statement. However, if the modification might materially affect the way we use or disclose your information (including your personal data) ("Data"), we will ask for your consent prior to any modified use. "You", and "users" refer to any person that accesses this Website for any reason.

### 12.2 Collection of Data and its purposes

When you submit an application or use this Website to submit application, make enquiry and/or otherwise use the services provided on or via this Website, you may have to provide to Greater China Club your Data including but not limited to your name, gender, age range, contact details, email address and facebook ID. You agree to provide to Greater China Club such information voluntarily. You agree and understand that any and all of the Data you provided to Greater China Club will be collected and used as follows:



- for verification of identity and record and processing your application(s);
- for displaying on the relevant portal when you use this Website, the Internet and other channels in managing your Data;
- for analysis and for comparison with others' Data in order to develop Greater China Club's services and marketing promotion programs;
- for communicating with you offers and promotions in relation to food and beverage and catering services provided by Greater China Club, its affiliated companies and business partners in joint promotions;
- for storing communication contacting details;
- for generating survey on user traffic on this Website;
- for processing of your orders and service requests;
- for collecting payment, processing of any payment instructions and direct debit fees;
- for internal monitoring, including calculating any amount you should receive or owe, make payment to or request payment from you, and collecting any fees or enforcing guarantee granted to or granted by the users;
- for facilitating daily operation of your account; and
- for implementing your instruction, responding to your enquiries or those made in your name, and providing efficient and responsive service.

### 12.3 Use of Data in Direct Marketing

After you have provided personal verifiable Data to Greater China Club, you may from time to time receive telephone calls, SMS, emails and direct mails containing direct marketing information on offers and promotions in relation to food and beverage and catering services provided by Greater China Club, its affiliated companies and business partners in joint promotions.

In the event of joint promotion, the details of the joint promotion will be sent either by Greater China Club or its communications service provider but not by the joint promotion partner.

If you do not wish to receive any such direct marketing communications, whether or not you have consented to Greater China Club providing you such information, you can at any time send us your request with your name to Greater China Club Data Privacy Officer via email at:

[dataprivacyoffice@greaterchinaclub.com.hk](mailto:dataprivacyoffice@greaterchinaclub.com.hk)  
or by post to:

Data Privacy Officer,  
Green Sight Limited  
Room 1106-1, 11/F,  
Elite Industrial Centre  
883 Cheung Sha Wan Road, Kowloon  
Hong Kong

### 12.4 Retention, storage and disclosure of Data

You acknowledge, agree and authorize us to retain and store the Data you provided in one or more databases of Greater China Club within or outside Hong Kong, and to provide, disclose, access and transfer such Data to:

- any employee of Greater China Club and its affiliated companies who are authorized to handle such Data for the purposes for which such Data are collected;
- any contractor or agent which provides administrative, telecommunication, computer, payment, insurance, professional or other services to Greater China Club and is engaged by Greater China Club for the purposes for which such Data are collected or relevant to the purposes for which such Data are collected;
- anyone that Greater China Club has to make disclosure to in accordance with the requirements of applicable laws, administrative policies or regulations;



- anyone who reasonably requires Greater China Club to make disclosure in order that Greater China Club can implement the purposes listed in this Privacy Statement.

You agree that Greater China Club can disclose your Data in the following reasonable and necessary circumstances:

- in compliance with relevant laws;
- to execute or implement any terms of use relating to your use of this Website or the services provided by Greater China Club or other services and products offered by Greater China Club, its affiliated companies and business partners
- to protect rights, properties or interests of Greater China Club, its affiliated companies, employees, agents, customers and users; or
- in compliance with this Privacy Statement.

Greater China Club specifically states herein that it has not and will not sell your Data. Greater China Club also will not provide, disclose, allow access and transfer your data to any third party other than the above.

Greater China Club will retain your Data after you have provided your Data via this Website or on the application form(s). Your Data will be retained for not more than one year after the termination of the purpose for which you provided your Data, and thereafter erased.

#### 12.5 Security of Data

Greater China Club will use various security technologies and procedures to protect your Data from unauthorized access, use or disclosure. Because of the nature of Internet, Greater China Club cannot guarantee the security on any transfer of Data. However, Greater China Club will take all practical and feasible measures to ensure any Data collected by this Website will not be intercepted by any third party. You must be clear that Greater China Club advertisers or any website with links

to this Website may collect your Data. You must read the relevant privacy statement carefully before you provide your Data to them. Your provision of your Data to any third party has nothing to do with Greater China Club and Greater China Club will not have any responsibility on such. If Greater China Club receives relevant Data from a third party, it will retain the information in the usual strict secured and confidential standards.”

#### 12.6 Amendment to Data and contacting Greater China Club Data Privacy Officer

You are aware that according to Personal Data (Privacy) Ordinance, you have the right to access your personal data held by Greater China Club and request amendment to your personal data. If you need to access your personal data held by Greater China Club, please send your request with your name to Greater China Club Data Privacy Officer via email at [dataprivacyoffice@greaterchinaclub.com.hk](mailto:dataprivacyoffice@greaterchinaclub.com.hk). Other than e-mail, you can also contact Greater China Club Data Privacy Officer via Postal address:

Greater China Data Privacy Officer,  
Green Sight Limited  
Room 1106-1, 11/F,  
Elite Industrial Centre  
883 Cheung Sha Wan Road, Kowloon  
Hong Kong  
Tel: 852 2370 2128

The Club is committed to ensuring the privacy and security of the personal data it holds. The Club aims to meet this commitment by implementing the principles and requirements of the Personal Data (Privacy) Ordinance, Chapter 486 of the law of the Hong Kong Special Administrative Region (“the Ordinance”). This Privacy Policy Statement is intended to explain the Club privacy practices.



### 13. Amendment to these Rules and Bye-Laws and the Schedule of Fees

- 13.1 The Club may at any time from time to time amend these Rules and Bye-Laws and the Schedule of Fees. The Club shall notify Members of every such amendment by mail or electronic mail and all Members shall be bound by every such amendment on the prescribed effective date.
- 13.2 Without prejudice to the generality of the foregoing, the Club shall have the right to amend or impose any of such fees and charges payable as it considers appropriate.
- 13.3 Without prejudice to any other term in these Rules and Bye-Laws, the Club shall not be liable for any matters of force majeure or otherwise beyond its control. In particular, the Members understand that there is no guarantee whatsoever that the Club Premises or the Club facilities shall be available or continue to be available in its present state or at all for any period of time and that the joining fee shall not be refundable in any circumstances.

### 14. Language

These Bye-Laws are written in both English and Chinese but in the event of any difference in the meaning between the two versions, the English Version shall prevail

### Interpretation

*In these Rules and Bye-Laws,*

- References to the masculine gender shall include the feminine and neuter genders.
- References to a “person” shall include any company, partnership or other form of association.
- Words expressions used shall have the same meaning and interpretation as accorded to such expressions in the Rules of the Club unless otherwise specifically provided in these Bye-Laws or where the context otherwise demands.
- The expression “Management” shall mean such person(s), or organization as may be authorized by Green Sight Limited (the Proprietor), being the owner and operator of the Club, to undertake the operations of the Club and to exercise the powers set out in these By-Laws. The expression “the Club” shall mean the Club, the Management and/or the Proprietor as the case may be.
- The expression “Member” shall mean an Individual Member, Corporate Member or any Corporate Nominee, as the case maybe.





## Schedule of Fees

**(Non-Exclusive)**

One time non-refundable joining fee (Individual Member)	HK\$6,888
One time non-refundable joining fee (Corporate Member)	HK\$18,888
Monthly membership fee (Individual Member)	HK\$300
Monthly membership fee (Corporate Member)	HK\$600
Late Payment Administration Fee (each time)	HK\$500
Account Re-activation Fee (each time)	HK\$2,000
Change of Corporate Nominee Administration Fee (each time)	HK\$2,000
Reissue of Membership Card (each card)	HK\$100
Wine Locker Monthly Rental Small	HK\$300
Wine Locker Monthly Rental medium	HK\$550
Wine Locker Monthly Rental Large	HK\$900