

BY LAWS



TOWER CLUB PENANG BERHAD

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TABLE OF CONTENTS

	Page
1. DEFINITIONS AND INTERPRETATION	3
2. GENERAL	4
3. GYMNASIUM	8
4. CHANGING ROOM	10
5. MULTI PURPOSE ROOM & BUSINESS SUITES	12
6. FOOD & BEVERAGE OUTLETS	13

THE BY-LAWS OF TOWER CLUB PENANG

The By-Laws contained herein shall regulate the use of the facilities of the TOWER CLUB PENANG (hereinafter called “**the Club**”). The By-Laws is intended to be a contractual document to bind the members (hereinafter called “**the Members**”) of the recreational club membership scheme (hereinafter called “**the Membership Scheme**”), which provides for the Members a license to use and enjoy the designated facilities and amenities at the Club (hereinafter called “**the Club Facilities**”) and the *publicly shared* affiliated facilities and amenities (which is concurrently open to the public) (hereinafter called “**the Associate Facilities**”) (the Club Facilities and the Associate Facilities are collectively referred to as “**the Facilities**”).

The By-Laws contained herein shall constitute an agreement between all Members and the Operator. The Operator is entitled to amend the By-Laws from time to time without prior notice to the Members. The Operator may also, from time to time, re-designate the Club Facilities to be opened to the public and re-classified as a *publicly shared* associated facility. The By-Laws shall contemporaneously be regulated and documented by the following additional documents: -

- (a) the Membership Agreement;
- (b) the Trust Deed;
- (c) the Prospectus; and
- (d) the Rules & Regulations.

The provisions of the By-Laws shall be binding on all the successors, heirs or personal representatives of the Members and the assigns or successors-in-title of the Operator.

DEFINITIONS AND INTERPRETATION

Words used herein shall have the same meaning as prescribed in the Rules and Regulations save that the following expressions have the meanings set out below:

Words importing the singular number include the plural and vice-versa.

Words importing the masculine gender include the feminine and neuter genders.

The words “hereof”, “in the By-Laws”, “hereon” and “hereunder”, and words of similar import, when used in the By-Laws, shall, where the context requires or allows, refer to the By-Laws as a whole and not to any particular provisions of the By-Laws.

References to "General Manager" shall refer to such person as designated by the Operator to handle the operations and administration of the Club.

The headings and sub-headings in the By-Laws are inserted for convenience only and are to be ignored when construing the provisions of the By-Laws.

Where an act is required to be done within a specified number of days after or from a specified date, the period is inclusive of and begins to run from the date so specified.

A period of a month from the happening of an event or the doing of an act or thing shall be deemed to be inclusive of the day on which the event happens or the act or thing is or is required to be done.

Any reference to statutes and rules made thereunder include all amendments which may be enacted from time to time.

The schedule and appendices to the By-Laws are integral and form part of the By-Laws.

GENERAL

1. Opening hours

- 1.1 Generally, the Club shall be open daily from 8.00 am to 9.00 pm. The individual Facilities shall be subject to their respective opening hours as may be prescribed in the By-Laws. These hours may be altered, extended or restricted at the discretion of the Operator without any payment of compensation to the Members.
- 1.2 The Operator reserves the right to close any of the Facilities at any time for repairs, maintenance, cleaning and/or major competitions/tournaments at its discretion without payment of any compensation to Members.

2. Parking

- 2.1 The Member, the Nominee and/or the Guest shall not park, or permit to be parked, their vehicles in such a manner which is obstructing traffic or in contravention of any regulations in relation to parking that may from time to time be in force. The Operator may impose a fine of Ringgit Malaysia Fifty (RM50) or any other amount as may be determined by the Operator to the Member for each parking offence made by the Member, the Nominee and/or the Guest. In addition thereto, parking offences are subject to federal and state public traffic laws and regulations. Further fines and penalties may be imposed by the regulatory authorities in respect of any traffic and parking offences committed by the Members, the Nominees and the Guest.
- 2.2 Parking in the Club is at the vehicle owner's own risk. The Club does not accept any responsibility for any loss, damage or injury whatsoever and howsoever caused to any vehicles, its occupants, or its contents while parked at the Club.
- 2.3 The Club does not provide free parking. The Members would have to pay the parking fee imposed by the carpark operator. The Member shall follow the rules imposed by the carpark operator and shall only park at the designated parking bays. Parking is on a first-come-first-serve basis.
- 2.4 For the purposes and intentions of the By-Laws, "vehicles" is defined as vehicle of any description or any form of other transportation, propelled by means of mechanism contained within itself and constructed or adapted so as to be capable of being used on any road, pavement, corridor or five-footway and includes a motor home on tow, and "electronic bicycles".

3. Dress Code

- 3.1 The Member and/or Guest shall dress appropriately in and around the Club's premises.
- 3.2 The Operator reserves the right to refuse entry to the Member and/or the Guest

whose attire or general appearance including hair-grooming, is inappropriate and/or such as shall bring the Club into disrepute.

- 3.3 Except as otherwise provided in the By-Laws, the following are prohibited in the Club:
- singlet of any description, unless worn beneath outer garments.
 - slippers of any description and spiked shoes.
 - swimming attire except at the poolside.
- 3.4 The Member, the Nominee and/or the Guest are not permitted to walk around barefoot in and around the Club, except as otherwise provided in the By-Laws.

4. Children

- 4.1 Children may use the Facilities subject to any restrictions in the Rules and Regulations and/or the By-Laws.
- 4.2 Children are not permitted to consume any alcoholic beverages and/or smoke in the Club.
- 4.3 The Member bringing Children or Guest to the Club shall do so at the Member's own risk and without liability of any sort on the part of the Operator.
- 4.4 The Operator may on being satisfied that there has been a breach of the Rules and Regulations and/or By-Laws, temporarily suspend the Member or the Child's rights or benefits including the right to use any of the Facilities without any reduction in the Subscription Fee in any way whatsoever.
- 4.5 The Operator shall not be responsible for any missing child or death or injury caused to or suffered by any child in the Club.
- 4.6 The Member shall be directly responsible for the acts or conduct of the Children and shall have to be accountable for the Children's behaviour or the Children's breach of the Rules and Regulations and/or the By-Laws. The Member shall be liable for any injury caused to any person or damage to any property howsoever caused whether directly or indirectly by their Children.

5. Guest

- 5.1 Any Guest using the Facilities shall pay such fees as may be prescribed from time to time by the Operator and shall be allowed to use such Facilities on such days and at such times as the Operator may prescribe.
- 5.2 The Operator may at any time allow persons deemed desirable, to use the Club or any of its facilities and may fix and regulate the fees payable and any other conditions in respect thereof.

6. Identification

- 6.1 The Member must carry the Membership Card at all times whilst in the Club and produce the same upon request.
- 6.2 The security officer or any authorized personnel of the Operator may request any person within the Club to produce the Membership Card or to provide the name of the Member who invited such person. In the event that such person shall fail to comply with such request, such person may be requested to leave the Club.

7. Responsibilities

- 7.1 Each person is responsible for his own safety including that of the Guests.
- 7.2 The Operator shall not be responsible for any loss of property or injury to person howsoever caused or arising.
- 7.3 The Operator may take action against any person who is in breach of the By-Laws stated herein.
- 7.4 The Member shall be responsible and accountable for the due observance of the By-Laws by the Guests.

8. General

- 8.1 The Member the Nominee and/or the Guest using the Facilities or entering the Club shall at all times comply with the By-Laws. The Operator may take action against any person who is in breach of the By-Laws stated herein.
- 8.2 The Member, the Nominee and/or the Guest shall conduct themselves with decorum, observe courtesy and rules of etiquette and shall behave in a manner that shall not disturb the usage of the Facilities by others in the Club.
- 8.3 The Operator shall have the sole and absolute discretion to determine whether or not any activity carried out or proposed to be carried out in or around the Club is appropriate or not.
- 8.4 No employee of the Club shall be asked by any Member and/or the Guest to perform any work or to run errands on a personal basis.
- 8.5 No Member the Nominee and/or the Guest shall reprimand the employees of the Operator. Any complaint against the employee shall be made in writing to the General Manager of the Operator.
- 8.6 Any dispute or difference which may arise as to the meaning or interpretation of these By-Laws or any amendments thereof shall be determined by the Operator, whose decision shall be final and binding upon all Members and persons using and enjoying the facilities of the Club.

- 8.7 Every Member and all persons using the facilities of the Club or are within its premises shall be bound by these By-Laws and shall be deemed to have full knowledge of the contents whether or not he has actually inspected or obtained a copy of the said By-Laws.
- 8.8 The Operator may amend these By-Laws and/or make new By-Laws on any matter not provided for. Such By-Laws so amended or made shall come into force at such time as is determined by the Operator.

GYMNASIUM

1. Opening Hours

1.1 Subject to such changes as may be determined by the Operator from time to time, the gymnasium shall be open from 7.00 am to 11.00 pm daily except such time when the gymnasium is closed for maintenance or cleaning. The Operator reserves the right to temporarily close the gymnasium for repairs, maintenance and/or cleaning at any time at its sole and absolute discretion without payment of any compensation to the Member.

2. Guest

2.1 Gymnasium is strictly for use of the Members only. No Guest is allowed.

3. Registration

3.1 Each person shall register himself/herself at the sports counter before using the gymnasium.

4. Dress Code

4.1 Each person shall dress in an appropriate manner. Only shorts, tracksuits, T-shirts (with or without sleeves) or leotards are allowed.

5. Equipment

5.1 Each person is to use the equipment in the gymnasium at his own risk and shall utilise the equipment according to the instructions for proper usage.

5.2 Each person shall place the equipment back to their respective places after use.

6. Prohibitions

6.1 For safety reasons, the areas of the gymnasium must be kept dry at all time. Each person is prohibited from entering the gymnasium while wearing wet clothing or swimming costumes.

- 6.2 Smoking, consuming alcoholic beverages or eating is prohibited in the gymnasium.
- 6.3 Any person under the influence of alcohol or drugs is not permitted to use the gymnasium.
- 6.4 Except for the Member's personal bags to store their personal belongings, no shopping bags or other bags are allowed in the gymnasium.

CHANGING ROOM

1. Opening Hours

- 1.1 Subject to such changes as may be determined by the Operator from time to time, the changing rooms shall be open daily from 7.00 am to 11.00 pm or such other time when the changing rooms are closed for routine maintenance or cleaning. The Operator reserves the right to temporarily close the changing rooms at any time at its sole and absolute discretion without payment of any compensation to the Member.

2. Children

- 2.1 No children are allowed in the changing room.

3. Lockers

- 3.1 Allocation of lockers shall be on a first-come-first-serve basis.
- 3.2 Loss of a locker key shall be reported immediately to the attendant. If a Member loses a key or fails to return his key when surrendering his locker, the cost of replacing the lock and/or making good any damage to the locker shall be immediately payable by the Member.
- 3.3 After completion of their activities, Members are required to return the locker keys. Members are not permitted to continue occupying the lockers. Articles deposited in the locker or left in the changing rooms shall be entirely at the risk of the user of the locker and the Operator shall not be responsible for loss or damage to any articles deposited therein.
- 3.4 The Operator shall retain in its custody, the duplicate locker keys and the use of the duplicate locker keys shall only be made in the presence of the user of the locker to whom the locker is allotted.

4. Towels

- 4.1 The Member must produce the Membership Card and register the number of towels taken at the changing room counter.
- 4.2 In the event that the number of towels taken are not returned by the Member or in the event the Operator is of the opinion (which opinion shall be final and binding on the Member) that the Member is inappropriately using or has inappropriately used the towels, the Member shall immediately pay to the Operator a fee of such amount as may be determined by the Operator at its sole and absolute discretion.

5. Prohibitions

- 5.1 Toiletries that belong to the Operator must not be taken out of the changing rooms.
- 5.2 Smoking, consuming alcoholic beverages or eating is prohibited in the changing rooms.
- 5.3 Any person under the influence of alcohol or drugs is not permitted to use the changing rooms.

BOARDROOM & BUSINESS SUITES

1. Reservations

- 1.1 Reservations for the multipurpose room and business suites shall be carried out in the manner as may be prescribed by the Operator at the Operator's sole and absolute discretion.

2. Activity

- 2.1 The Operator shall have the sole and absolute discretion to determine whether or not any activity carried out or proposed to be carried out in or around the multipurpose room is appropriate or not.
- 2.2 The usage of the multipurpose room and business suites is chargeable at fees or at such minimum charges as may be determined at the discretion of the Operator.

3. Responsibility

- 3.1 The Operator may take action against any person who is in breach of the By-Laws or the terms and conditions of the reservation or use of the multipurpose room, whichever is applicable.
- 3.2 The Operator shall not be responsible or held responsible for any loss or damage of any property brought in to the multipurpose or the Club's premises by the users of and/or organiser of the events held in the multipurpose room.
- 3.3 The organiser of events held in the multipurpose room shall be responsible for any loss, damage or breakage of property of the Operator.
- 3.4 The Operator is not liable for any disruption, whether natural or otherwise (e.g. power failure, water cuts or any natural disaster due to Act of God) to the multipurpose room. In the event of happening of such aforesaid incidents, the Operator is neither liable nor obliged to compensate or give discount to the organiser of events held in the multipurpose room.

FOOD & BEVERAGE OUTLETS

1. Operating hours

- 1.1 Subject to such changes as may be determined by the Operator from time to time, the food & beverages (“F&B”) outlets shall be open as follows: -
- (a) Poolside Café
 - 12.00 noon to 9.00 pm on weekdays
 - 9.00 am to 9.00 pm on weekends and Public Holidays
 - (b) Tea Lounge (7 am to 11 pm)
 - (c) Dining Deck (6.30 pm to 11 pm)
 - (d) TOP View Restaurant & Lounge (Associate Facility) (normal operations: daily from 10am to 11pm. Daily Breakfast (Sat & Sun from 7.30am)
 - (e) Wine Cellar (4 pm to 12 midnight)
 - (f) Bar & Dance (4 pm to 12 midnight)
 - (g) Business Suites (7.30 am to 11 pm)
 - (h) Members’ Lounge (10 am to 12 midnight)
 - (i) Karaoke Suites (10 am to 12 midnight)

Activities Areas

- (a) Pool & Billiard (10 am to 12 midnight)
- (b) Library (10 am to 12 midnight)
- (c) Games Rooms (10 am to 12 midnight)
- (d) Tower Spa (11 am to 11pm)

2. Children

- 2.1 Children below the age of 18 is strictly prohibited by law to be patronizing in an alcoholic beverage bar area.

3. Guests

- 3.1 It is the responsibility of the Member to ensure that the Guests are confined within the F&B outlets where his/her function is held.
- 3.2 The Member shall be accountable for food and beverages consumed by the Guest.
- 3.3 Guests are not allowed at the poolside.

4. Dress Code

4.1 The Member and/or Guest shall dress appropriately in the F&B outlets.

5. Rules

5.1 Allocation of seats in the F&B outlets shall strictly be on a first-come-first-serve basis unless prior reservation is made. The Operator has the sole discretion whether to accept any reservation.

5.2 Last order shall be taken not later than half an hour before the dining facility closing time.

5.3 The Operator shall be entitled at its sole and absolute discretion whether or not to sublet the F&B outlets. In the event that the Operator decides to do so, the By-Laws for such F&B outlets shall be as determined by such party to whom such F&B outlets have been sublet to.

5.4 Membership Cards must be produced to entitle Member for Member discount where applicable. The Operator may refuse to give discount if Member fails to produce valid Membership Card.

6. Prohibitions

6.1 Playing of musical equipment including media players by persons other than the Operator is prohibited in the F&B Outlets.

6.2 No outside food is allowed except for baby food and food prepared for medical reasons.

6.3 Tables and chairs in the F&B outlets shall be used strictly for dining purposes only.

6.4 The Operator shall be entitled to request any person who is found contravening any of the By-Laws to leave the F&B outlets without assigning any reasons whatsoever.