

BYE-LAWS of

The HONG KONG AVIATION CLUB LTD



BYE-LAWS OF THE HONG KONG AVIATION CLUB CONTENTS

SECTION 1	PRELIMINARY	2
1.1	Definitions	
1.2	Interpretation of the Bye-Laws	
SECTION 2	LIABILITY OF THE CLUB	2 - 4
2.1	Liability for Loss or Damage to Property	
2.2	Liability for Injuries	
2.3	Supervision of Children	
2.4	Entrance fee & Subscription Refund	
SECTION 3	FINANCIAL MATTERS	4 - 4
3.1	Monthly Subscription	
3.2	Withdrawal of Privileges	
3.3	Members' Account	
SECTION 4	USE OF CLUB AND FACILITIES	4
4.1	Mobile Phones for Members	
4.2	Use of Club's Facilities by Children	
4.3	Booking of Facilities	
SECTION 5	GUESTS	4 - 5
SECTION 6	DISCIPLINE AND BEHAVIOUR	5 - 6
SECTION 7	PROHIBITIONS	6 - 7
7.1	Spitting and Littering	
7.2	Obscenity	
7.3	Pets	
7.4	Music	
7.5	Skate Scooters, Skate Boards, Roller Skates and Roller Blades	
7.6	Dangerous Toys	
7.7	Club not to be used for Business	
7.8	Club's Property	
7.9	Smoking	
7.10	Mobile Phones	
7.11	Club's Hangar	
SECTION 8	FOOD AND BEVERAGE	7 - 8
SECTION 9	DRESS CODE	8
SECTION 10	CAR PARKING	8 - 9
SECTION 11	MEMBERSHIP CARDS	9 -10
SECTION 12	OVERSEAS MEMBERS	10

SECTION 1 PRELIMINARY

1.1 Definitions

In the Bye-Laws made hereunder, unless otherwise stated :

- a. 'The Club' means the Hong Kong Aviation Club.
- b. 'The General Committee' means the General Committee of management of the Club for the time being.
- d. 'The President' means the President of the Club.
- e. 'Member' or 'members' shall mean the categories of members set out in the Memorandum & Articles of Association (M & A) of the Club and such other categories as may be created under Clause 24 in the M & A.
- f. 'Children' means persons who have not attained the age of twelve (12) years.

1.2 Interpretation of the Bye-Laws

The Committee is the sole authority for the interpretation of the Bye-Laws of the Club. The decision of the Committee upon any question of interpretation of the Bye-Laws is final and binding on all members. Words implying the masculine gender shall include (where the context admits) the feminine gender. In interpreting these Bye-Laws, it should be read in conjunction with the Club's Constitution.

SECTION 2 LIABILITY OF THE CLUB

2.1 Liability for Loss or Damage to Property

The Club shall not be liable for any loss of or damage to any property brought to the Club's premises by a member, his family members or his guests. In the event of damage to the Club's premises and/or property (including all helicopter or aircraft), the member shall be billed at or part of the cost of repair or replacement at the discretion of the General Committee.

2.2 Liability for Injuries

The Club shall not be liable for any injury sustained by a member, his family or his guests whilst at the Club or during Club activities.

2.3 Supervision of Children

Members shall be responsible for the good behaviour and safety of their children and children of their guests at all times whilst in the Club's premises.

SECTION 3 FINANCIAL MATTERS

3.1 Monthly Subscription

A monthly subscription is payable by a member in advance on the first day of each month. The rates of subscription shall be as prescribed in Schedule I below.

3.2 Withdrawal of Privileges

Should any member's account not be in credit, the General Manager may after due notification to the member, withdraw the privileges of the member from the Club (including the privileges of that member's family, if applicable) until credit has been re-established.

3.3 Members' Accounts

- a. Statement of accounts for each month shall be sent out within the first two weeks of the following month. If payment is not made by the end of the following month, a first reminder shall be sent by normal post and an administrative charge shall be levied as prescribed in Schedule I below.
- b. All payments are required to be settled via a bank autopay payment. If payment is not made within (14) fourteen days of the first reminder, the General Manager shall send a second reminder and an administrative charge for late payment shall be levied as prescribed in Schedule I below.
- c. If a member fails to place his account in credit within fourteen (14) days after notice is given by the General Manager, the General Manager shall give him a final notice by registered post informing him that unless his account is placed in credit within a further notice of fourteen (14) days for which an administrative charge will be imposed as prescribed in Schedule I hereto. Defaulters will have their membership suspended until their account is placed in credit.
- e. If the member fails to place his account in credit within fourteen (14) days of his name being listed as a defaulter, the Secretary or Treasurer shall seek the approval of the Committee to delete him from the membership list.
- f. The member shall be entitled to appeal to the Committee within three (3) months after being deleted from the membership list. The member must place his outstanding account in credit before any appeal can be considered for reinstatement of membership. In the event the Committee accedes to the member's appeal, the member shall pay the lapsed subscription and the reinstatement charge as prescribed in Schedule I hereto. The Committee may impose such other conditions as it deems fit before reinstating the member.
- g. Notwithstanding the above, the Committee reserves the right to charge interest on all amounts owing with effect from the due date(s).

- h. Payment by cheques for outstanding accounts may be accepted provided that they are made in favour of the Club and the member has no previous record of issuing a bounced cheque. The General Manager may suspend the credit facility of a member who has issued a bounced cheque. The General Manager reserves the right to refuse acceptance of cheque from a member, if any of the member's cheque(s) bounced repeatedly.
- i. Lapsed members rejoining will be required to pay both the subscription and the joining fee.

3.4 Entrance fee & Subscription Refund

- a. Entrance fee and subscriptions will not be refunded under any circumstances whatsoever as specified under clause 6 of M & A.
- b. The Club shall not be liable for any loss (including consequential loss) damage costs or expenses howsoever arising as a result of cessation of any of its services provided by the Club.

SECTION 4 USE OF CLUB AND FACILITIES

Notwithstanding the foregoing Bye-Laws, the Committee reserves the right to reserve any area of the Club or use of any equipment for functions, events, team practices, maintenance and lessons for a specified period.

4.1 Mobile Phone for Members

The Club shall not be responsible for locating any member or his guests with regard to personal telephone calls, and there will be no paging for any member or his guests.

4.2 Use of Club's Facilities by Children

The member is responsible for his children's and child minder's behaviour and conduct at all times whilst at the Club's premises.

4.3 Booking of Facilities

Designated areas, both indoor & outdoor, and function rooms of the Club may be booked by members for private functions subject to the General Manager's approval.

SECTION 5 GUESTS

- 5.1. Every member shall be allowed to bring not more than five (5) guests to the Club at any one time, unless prior agreement with the General Manager and/or approval from the General Committee has been obtained for a larger number.

- 5.2 No more than 10 guests for the same event / activity are allowed to be brought to the Club without prior arrangement with the General Manager and/or the General Committee.
- 5.3 Guests are not permitted to use facilities that may from time to time be specified by the General Committee as being not available to them.
- 5.4 The Club staff are authorized to enforce the Bye-Laws and are empowered to warn members, their family members or their guests of infringements, and if necessary, to request them to leave the Club's premises.
- 5.5. A member is required to sign in his guests without demand. Each guest is only allowed to be signed in up to a maximum of five (5) occasions in any one (1) calendar month. In the event that any guest is found to have already been signed in for the maximum of five (5) occasions in any one (1) calendar month, he may not be allowed into the Club's premises for the remaining period of that month, provided only that the Committee shall have the discretion to make an exception for such guests on a case-to-case basis. The exercise of such a discretion by the General Committee shall not be questioned by any members.
- 5.6. A member is responsible and liable for the conduct of his guests. A member must be present at all times when his guests are in the Club.
- 5.7. A member must ensure that his guests are signed in without request at the designated counters before they are brought into any part of the Club's premises.

SECTION 6 DISCIPLINE AND BEHAVIOUR

- 6.1 No member or his guests shall reprimand or falsely accuse or defame a staff member of the Club. If a member has any cause of complaint against a Club staff regarding any matter concerning the implementation of the Bye-Laws, he shall communicate the same to the General Manager or General Committee in writing.
- 6.2 A member shall conduct himself with decorum at all times in the Club premises and shall be fully liable and responsible for the discipline, conduct and behaviour of his family members and guests. Any misconduct on the part of his family members and/or guests shall, for the purposes of these Bye-Laws, be deemed to be the misconduct of the member concerned, which misconduct may render the member concerned liable for disciplinary action under the Club's M & A and Bye-Laws accordingly at the discretion of the General Committee.

- 6.3 A member, his family members and guests shall at all times use the Club's facilities so as not to interfere with the reasonable comfort of, or be a nuisance to, or cause embarrassment to other members of the Club. A member, his family members and guests shall duly observe all reasonable requests made by the Management or the Club staff in that respect. The General Committee shall be the sole and final arbiter as to the fairness of the requests.
- 6.4 A member or guest shall strictly observe the dress code as prescribed by these Bye-Laws. In the event of non-compliance, the Club staff may require the member or guest to leave the facility.
- 6.5 A member shall not conduct himself contrary to any local laws whilst in the Club premises.
- 6.6 No member, family member or guest shall vandalise or deal with the Club's property inappropriately. No member, family member or guest shall move any Club's property from its original position without the approval of the Management. In addition, the member may be required to pay for the cost of repair or replacement as may be determined by the General Committee.
- 6.7 The General Committee and the Club staff are authorized to enforce the Bye-Laws and are empowered to warn members, their family members or their guests of infringements, and if necessary, to request them to leave the Club's premises.
- 6.8 Any member and/or his guests who infringes any Bye-Laws or refuses to obey the direction of the respective General Committee Member, Sub-Committee Member or staff may be referred to the General Committee.
- 6.9 Any member who is aggrieved by a decision made by the General Manager, may appeal to the General Committee within fourteen (14) days from the date of the notification of such decision for a review. The General Committee shall consider the decision under review at its next meeting and its decision shall be final and shall not be brought to any other body or any court of law for review.

SECTION 7 PROHIBITIONS

7.1 Spitting and Littering

Spitting and littering are strictly not allowed while in the Club.

7.2 Obscenity

No obscene language or gesture is allowed in the Club premises.

7.3 Pets

No pets shall be allowed into the Club's premises.

7.4 Music

The use of personal radio receivers, television sets, gramophones, compact disc players, tape recorders and musical instruments within the Club's premises is prohibited unless approved by the Committee except for portable radio devices that do not cause disturbance to other Club users.

7.5 Skate Scooters, Skate Boards, Roller Skates and Roller Blades

Skate scooters, skate boards, roller skates and roller blades are strictly prohibited in the Club's premises.

7.6 Dangerous Toys

Toys which may cause annoyance to other members are strictly prohibited in the Club's premises.

7.7 Club not to be used for Business

- a. No Member can advertise the address of the Club or use the Club's address for business purposes. No paper, written or printed notice of placard can be exhibited, displayed or distributed or in any way brought to the notice of members without the prior written of the General Committee.
- b. A member shall not make use of any part of the Club premises as a place of worship, for organising or conducting religious affairs without prior written sanction of the General Manager. A member shall not conduct political activities, lucky draws, lotteries or any form of gambling.
- c. No members may use the Club's premises to engage in any commercial activity for personal benefit or engaging in any outside activity that is competitive with the Club's operation unless such activity or conflict of interest is disclosed to the Club with proper arrangement and approved by the General Committee.

7.8 Club Property

No member, family member or guest shall remove any Club property from the premises.

7.9 Smoking

No member, family member or guest shall smoke in any designated non-smoking areas.

7.10 Mobile Phones

No mobile phones, pagers or radios will be allowed to be used inside the Club's Restaurant or near the vicinity of the fuel bowser. Use of mobile phone in the bar is limited on 'Silent Mode Only' and member shall talk outside the bar.

7.11 Club's Hangar

No member, family member or guest shall enter into the Club's Hangar unless authorized to do so and shall be at their own risk.

SECTION 8 FOOD AND BEVERAGE

- 8.1. Only food and drinks purchased from the Club may be consumed within the Club's premises.
- 8.2. Prices for food and drinks sold at the Club be set at a rate approved by the General Committee and it may from time to time revised as it may deem fit.
- 8.3. Persons under the age of eighteen (18) years will not be served with alcoholic beverages.
- 8.4. All food and drinks for functions, seminars or events shall be catered only through or by the Club unless with prior approval from the General Manager.

SECTION 9 DRESS CODE

A member and his guests are required to dress appropriately in "smart casual" so as to maintain decorum in the Club.

SECTION 10 CAR PARKING

- 10.1 Only cars displaying the current car park label, which matches the vehicle registration list, will be allowed admittance to the car park area. An authorized staff shall be entitled to refuse entry or direct the driver of the vehicle to remove the vehicle from the Club premises to any vehicle not displaying a valid car label. For guests, Member should enter the details of the guest's car in the book at the entrance to the Aero Bar.
- 10.2. A member is required to park his vehicle in an orderly manner in the designated car park lot for members and should comply with any directions that may be given by the Club staff.
- 10.3 Members cars and Members' guests' cars are only allowed to park in the car park area when actually using the facilities of the Club.
- 10.4. A member must apply on the prescribed Application Form for the issuance of the car park windscreen label. Members may apply for a car park label for a second car only if it is for their own or immediate family personal use. Proof of ownership / control of both vehicles must be shown.
- 10.5. Private vehicles displaying commercial advertising will not normally be issued a car park label or be allowed into the car park area unless proof is presented, to the satisfaction of the General Committee, that the vehicle is used for regular personal transportation of the Member concerned.

- 10.6. Lost windscreen labels will only be replaced on further application and payment of the full fee.
- 10.7. The car park windscreen label may only be used on the vehicle for which it was issued. Transfer of windscreen labels is prohibited. Should a Member change cars, a new label will be issued free of charge on surrender of the old label.
- 10.8. Cars washing by outside Car-cleaners are prohibited.
- 10.9. Any vehicle found parked in an disorderly manner or in breach of these regulations are liable to be clamped. Cars which have been clamped will not be released until a release fee (currently HK \$3,000) has been paid in cash.
- 10.10. Failure to abide by these car park regulations, or any regulation issued in the future, will result in the Members' car park privileges being revoked and could result, if so decided by General Committee, in the expulsion of the Member concerned.
- 10.11. The Club is not responsible in any way for any theft, pilferage from or damage to Members' or Members' guests' cars while parked on the Club premises.
- 10.12. The General Committee reserves the right to disallow members, family members or guests from parking at the designated lots if the car park lots are required for Club event/s.
- 10.13. Every application for a label must be supported by a copy of the vehicle registration card as proof of ownership
- 10.14. A member must return the car label(s) to the Club when:
- a. he disposes off his car;
 - b. when he ceases to be a member of the Club;
 - c. when he applies to be placed on the Absent Members' List.
- Failing which, a charge equivalent to the deposit as prescribed in Schedule I hereto shall be levied.
- 10.15. The car label is not transferable.

SECTION 11 MEMBERSHIP CARDS

- 11.1 Membership cards shall be issued once without charge to a member.

- 11.2 Membership cards are not transferable.
- 11.3 Except in circumstances approved by the General Manager, a fee shall be levied for the replacement of a membership card.
- 11.4 All flying charges shall be strictly by credit on production of membership card. The use of the Club's facilities or consumption of food and drinks may be paid by credit card.
- 11.5 In the event a member loses his card the member shall inform the Club immediately. The member shall be liable for any use of his membership card until the time the Club is informed of the loss.
- 11.6 The membership card must be produced without demand:
- i. Upon entry into the Club's premises or
 - ii. When making use of Club's facilities or
 - iii. When requested to do so by a Committee Member or an authorised staff of the Club.
- 11.7 Membership cards shall be returned to the Club upon expiry, termination or suspension of membership.

SECTION 12 OVERSEAS MEMBERSHIP

- 12.1 A member who intends to leave Hong Kong temporarily for a continuous period of more than (6) months and who wishes to be placed on the Overseas Members' List may apply in writing to the Secretary before leaving Hong Kong.
- 12.2 The Committee reserves its rights to request the member to produce documentary evidence such as visa, work permit, company's letter or other relevant documents in support of his application.
- 12.3 The Committee may, at its sole discretion, approve such an application provided the applicant has paid up all monies due to the Club.
- 12.4 A member shall remain on the Club's Overseas Members' List as long as he keeps his account in credit.
- 12.4 The General Manager shall be notified immediately in writing once the member returns to Hong Kong and the member shall resume payment of the full subscription with effect from the month he reactivates his membership.

~ End ~

Schedule 1

Particulars	Charges	Terms & Conditions
Late Payment Administration Charge(I) for the 1st Reminder	Minimum of HK\$ 50 or 0.5 % of the outstanding balance whichever is greatest.	<ul style="list-style-type: none"> ➤ If full payment is not made by the end of the following month of the billing month, a first reminder shall be sent. ➤ If full payment is not made within (14) fourteen days from the date of the first reminder, a late payment administrative charge (I) shall be levied
Late Payment Administration Charge(II) for the 2nd Reminder	Minimum of HK\$ 200 or 0.5 % of the outstanding balance whichever is greatest.	<ul style="list-style-type: none"> ➤ If full payment is not made within (14) fourteen days from the date of the first reminder, a second reminder will be issued. ➤ If full payment is not made within (14) fourteen days from the date of the second reminder, a late payment administrative charge (II) shall be levied.
Late Payment Administration Charge (III) for the Final Reminder	Minimum of HK\$ 500 or 1 % of the outstanding balance whichever is greatest.	<ul style="list-style-type: none"> ➤ If full payment is not made within fourteen (14) days from the date of the second reminder, the General Manager shall send a final reminder by registered post . ➤ If full payment is not made within (14) fourteen days from the date of the final reminder, a late payment administrative charge (III) shall be levied and the outstanding member's account will be automatically suspended without further notice. ➤ The suspended member's account will be put forward to the General Committee for further action 7 days after the member's account being suspended.
Reinstatement Charge for Membership being Terminated	Minimum of HK\$ 1,000 or 1% of the outstanding balance whichever is greatest.	<ul style="list-style-type: none"> ➤ The member whose account being suspended shall be entitled to appeal to the General Committee within three (3) months after membership being terminated. ➤ The member must place his outstanding account in credit before any appeal can be considered for reinstatement of membership. ➤ In the event the General Committee accedes to the member's appeal, the member shall pay the lapsed subscription and the reinstatement charge as prescribed.