



THE HEBE HAVEN YACHT CLUB LTD

白沙灣遊艇會



## Amendments to the Club Bye-laws.

The General Committee approved the amendments to The Hebe Haven Yacht Club Limited Bye-laws at its meeting of 25<sup>th</sup> July 2013.

Changes to the existing bye laws are in **red** colour.

- 4.1 All Members are issued with Club membership cards. **Members are forbidden from allowing anyone other than themselves to use their membership card.** Members can authorize issue of an additional membership card for their spouse **or partner.** Membership cards can also be issued for their dependent children aged fifteen years and over as defined in the Articles of Association, at a charge to be determined in accordance with Section 1 clause 12 of the Bye-Laws. **Cards issued to Members children will expire on the child's 18<sup>th</sup> birthday but if the child is in tertiary education may be extended until the child's 23<sup>rd</sup> birthday or the completion of tertiary education, whichever comes first. It is the responsibility of the Member to apply for this extension and supply proof of further education. Members are advised that their children over the age of 18, unless they are in tertiary education and have a Membership Card, must be signed in as a visitor when visiting the Club. Members are encouraged to have their children join as Junior Members when they reach the age of 18.** Membership cards must be produced if required by Club officials or staff for entry to or use of any Club facility. Any Officer of the Club, Member of the General Committee, or Employee of the Club shall have the right to carry out spot checks on users of the Club facilities to ascertain that they are Members in good standing and shall have the right to require that a person using the Club facilities shall produce proof of their Membership or demonstrate their right to use the facility concerned
16. Accounts will be rendered to Members monthly as at the end of each month and must be settled by the 25th of the following month. Such accounts will cover: -
- 16.1 All purchases from the Club for the month.
- 16.2 Subscriptions and charges for Club facilities for the following month.
- 16.3 A penalty of \$350 will be imposed on any Member's account that for any reason remains unpaid by the due date.**
- 16.3.1 If, without the prior written approval of the Club's General Manager, a Member's Account remains unpaid by the due date more than twice in any twelve month period, the penalty referred to in 16.3 shall increase to a month's Subscription for the third, fourth and fifth occurrence, and shall increase to one and a half month's Subscription for each subsequent occurrence. The penalty for late payment shall remain at these higher levels until such time as the Member pays his account by the due date on twelve successive occasions.**
- 16.3.2 In addition, any Member who does not pay their account by the due date on more than three occasions within a twelve month period will be required to place a deposit with the Club. Such deposit shall be equal to three times the average of the Member's account for the last twelve months, and will remain with the Club for at least until such time as the Member pays his account by the due date on twelve successive occasions. Such deposit will not bear interest, and shall not be considered a pre-payment, that is, the Member is still expected to pay their account each month in the normal manner as set out below. However, the deposit can be used to offset any amounts due to the Club should such a Member resign from the Club without clearing his account. Once such a deposit is requested from a member, his signing rights within the Club are suspended until the deposit is received.**
17. All Members are required to settle accounts using Autopay via Autopay direct debits (Auto Pay Arrangement). A **\$250** charge is imposed for any settlement made other than through the Autopay Arrangement.
- 17.1 Unless otherwise specifically authorized by the General Committee pursuant to Bye-law 17.3 all Members shall settle accounts using Autopay via Autopay direct debits ("Autopay Arrangement").
- 17.2 The minimum amount for any Autopay Arrangement authorization shall be as specified by the General Committee from time to time.



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- 17.3 Members who do not wish to have an Autopay Arrangement may at the discretion of the General Committee, be allowed to leave a non-interest bearing deposit with the Club equal to the minimum Autopay Arrangement authorization specified by the General Committee from time to time under Bye-law 17.2 ("Deposit Arrangement"). At the discretion of the General Committee the amount of such deposit may be reduced to an amount equal to the average of the Members Club bills over the previous 6 months. Such deposit lodged with the Club shall not be, nor shall be deemed to be by the operation of law of equity to be held in trust by the Club and the Club shall not be liable to credit interest on such amount to the account of the Member.
- 17.4 In the event that a Member's Autopay Arrangement is cancelled (other than to enable the Member to change the bank holding their Autopay Arrangement or for some other such reason which cancellation has been previously notified to the Club.) without the Member obtaining the approval of the General Committee pursuant to Bye-law 17.3 to substitute a Deposit Arrangement for an Autopay Arrangement, the Member's food and beverage privileges shall be suspended so soon as the Club discovers the Autopay Arrangement has been cancelled, and shall remain suspended until either:-
- (i) The Autopay Arrangement has been reinstated; or,
  - (ii) The General Committee approves a Deposit Arrangement for that Member and the amount of the deposit approved by the General Committee has been received by the Club.
- 17.5 In cases where a Member has a Deposit Arrangement with the Club in lieu of an Autopay Arrangement, each month the Club will apply the deposit against the Member's monthly bill then replenish the deposit from money received by the Member in payment of their monthly bill.
- 17.6 In the event that a Member who maintains a Deposit Arrangement in lieu of an Autopay Arrangement fails to pay any monthly bill by the 1st day of the month following the due payment date, the Member's food and beverage privileges shall be suspended until such time as the deposit is replenished by payment of any arrears.
- 17.7 In the event that a Member's account remains in arrears for 60 days:
- a. The Member's full privileges shall be suspended, and
  - b. Member's name will be posted on the Club's notice board, and
  - c. The Member shall be required to appear before the General Committee pursuant to Article 17 of the Club's Articles of Association to give an explanation and to either come to an arrangement satisfactory to the General Committee to settle the amount in arrears or to be asked to resign from the Club pursuant to Article 18 of the Club's Article of Association.

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