

BYE - LAWS

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Unless otherwise defined herein, all terms and references used in these Bye-laws shall have the same meaning and interpretation as in the Club Rules and Regulations. The Club Rules and Regulations and these Bye-laws shall be read and construed as one document and these Bye-laws shall be considered part of the Club Rules and Regulations. Without limiting the generality of the foregoing, unless the context requires otherwise, all references in the Club Rules and Regulations to “these Rules and Regulations”, “hereof”, “herein” or words of similar meaning shall be read and construed as references to the Club Rules and Regulations as supplemented by these Bye-laws. In the event of any inconsistency between the Club Rules and Regulations and these Bye-Laws, the Club Rules and Regulations shall prevail.

Rule 34 of the Club Rules and Regulations shall apply mutatis mutandis to these Bye-laws.

1. MANAGEMENT

- 1.1 In these Bye-laws, references to the “Management” shall mean the General Manager of ONE°15 Marina Club (the “Club”) or his nominee(s).
- 1.2 The Management is entrusted to enforce these Bye-laws at all times.

2. GENERAL

- 2.1 The Club is situated at #01-01, 11 Cove Drive, Sentosa Cove, Singapore 098497.
- 2.2 These Bye-laws shall apply to all Members, all Nominees of Corporate Members, spouses and children of Members and Nominees of Corporate Members, and all guests and visitors.
- 2.3 In these Bye-laws, the following terms have the following meanings unless the context otherwise requires:

“Member” means Honorary Members, Individual Members and Nominees of Corporate Members (including any new classes or categories of membership that may be created by the Club) and when used in these Bye-laws shall include their guests, Junior Dependants or Minors, and where the context so admits shall also include any spouse and/or children of a Member or Nominee of a Corporate Member;

“Honorary Members”, “Individual Members”, “Nominees of Corporate Members” and “Corporate Members” shall have the meaning ascribed to them in the Club’s Membership Rules and Regulations;

“Junior Dependant” means any child of not less than twelve (12) years of age and not more than twenty three (23) years of age of any Member or Nominee of a Corporate Member;

“Minor” means any child under the age of twelve (12) years old of any Member or Nominee of a Corporate Member;

For purposes of these Bye-laws, words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall, where applicable, include corporations.

Any reference to the Club shall include references to the Marina and the Club premises;

Any reference to a time of day and dates in these Bye-laws shall be in reference to Singapore time and dates, unless otherwise stated.

Where any word or expression is defined in these Bye-laws, such definition shall extend to the grammatical variations and cognate expressions of such word or expression.

- 2.4 Members must carry membership cards with them when they are on the premises. These cards must be presented upon request of Management.
- 2.5 Members are obliged to deliver their expired membership cards to the Club, and to ensure that they are not used for entering the Club premises or premises of any reciprocal or affiliate club(s) after the expiry date.
- 2.6 Any Member (or his/her Junior Dependant, Minor or guest) breaking or damaging any property of the Club or the Club premises shall be liable to the Club for all costs necessarily incurred for repairs or replacements.
- 2.7 A guest must be accompanied by a Member at all times while on the Club premises unless approved in writing by the Club and a guest card is issued by the Club.

- 2.8 The Management may at any time require any person, be it a Member, guest of a Member, or visitor to leave the Club premises if Management is satisfied that the person is causing or would cause nuisance, annoyance or pose a potential danger (whether related to health, safety or otherwise), to other persons at the Club.
- 2.9 Members and guests shall at all times use the Club and facilities provided in such manner so as not to interfere with the reasonable comfort of, or be a nuisance to, other Members and guests of the Club and so as not to damage or possibly damage the Club's property. Members shall duly observe all reasonable requests made by the Management in this regard. The Management shall be the sole arbiter as to the reasonableness of such a request.
- 2.10 Animals and pets are strictly restricted to the outdoor areas of the Club and the owner is wholly responsible for the actions of the animal and for picking up after the animal. All dogs must be on a leash at all times.
- 2.11 The Management reserves the right to make all or parts of the Club and/or Club facilities available to non-members for special events, including, without limitation, regattas, boat/yacht shows, private parties and charitable events. In this respect, the Management shall be entitled to determine the frequency and scheduling of special events in its sole discretion, and to restrict Members' use of the affected Club and/or Club facilities during such events under such circumstances, terms and conditions, and upon payment of such fees and charges, as the Management shall determine in its sole and absolute discretion.
- 2.12 The Management shall be the sole authority to determine the hours of operation of the Club and Club facilities, and shall be entitled to shut down parts of the Club and/or Club facilities during inclement weather, for maintenance, repair and for any other purposes, as Management deems appropriate.

3. ATTIRE

- 3.1 Members, spouses, children, guests and visitors to the Club shall dress in an appropriate manner suitable to the decorum of the Club, and reasonably acceptable to the membership of the Club. Torn, patched, scantily or provocative attire is not acceptable. Appropriate footwear is required when on the Club premises. Bare feet are not acceptable in the Club restaurants and or meeting and banquet facilities.

3.2 The following terms when used in these Bye-laws or on any notices of the Club shall have the meaning ascribed to them below:

Formal: Jacket and tie

Smart Casual: Collared shirt or collared T-shirt with long trousers.

Casual: T-shirt with shorts

Swimwear: Clothing specifically designed for swimming

Where the above ascribed meanings are applicable to the female gender, they shall be interpreted to mean attire of a similar form.

3.3 For specific sports or leisure activity, appropriate attire consistent with accepted norm is necessary.

3.4 The Management reserves the right to determine if a Member's attire is appropriate and if not, the Management may ask any person to leave the Club premises.

4. LOCKERS

4.1 All lockers in the Club Changing Rooms are for day use only.

4.2 Members and guests shall not leave their valuables/lockers locked overnight. The Management reserves the right to unlock lockers at the end of the business day and dispose of the items in the lockers.

4.3 The Club shall not be liable for any loss of articles or properties kept in the lockers or on the Club premises.

4.4 Changing Room Prohibition

4.4.1 No food or drinks shall be served or consumed in the restrooms or Changing Rooms.

4.4.2 Members and guests shall not leave their clothing, bags, shoes or other personal belongings on the bench or on top of the lockers. Members may not place shoes on the bench.

4.4.3 Smoking is strictly prohibited within the Club premises including the restrooms and Changing Rooms except in the specified designated smoking areas and as permitted by the laws of Singapore.

4.4.4 Personal belongings should not be left overnight in the Changing Rooms.

4.4.5 No Club towels or toiletries may be taken out of the Changing Rooms.

4.4.6 Animals are not allowed in the locker rooms, showers, bathrooms or changing areas (unless they are trained service dogs for the visually impaired and/or handicapped) and are with the owner at all times.

5. GUESTS

- 5.1 Guests may be introduced more than once a month for the purpose of using the food and beverage facilities and other approved social functions subject to them being charged applicable guest's fees.
- 5.2 Each Member is allowed to introduce up to three (3) guests per day on weekdays and one (1) guest on weekends when paying the applicable guest fees. Guest fees and hours of use by guests will be determined by the Club from time to time.
- 5.3 Members introducing guests must enter their guest name(s) into the guest book provided before using the Club facilities.
- 5.4 Members who fail to register their guests before their guests commence using the Club facilities of the swimming pool, fitness centre, and/or tennis courts shall be charged double the normal rate of the applicable guest fees.
- 5.5 A Member who fails to register his/her guests more than three (3) times within a ninety (90) day period of time may be subjected to disciplinary action.
- 5.6 Members are responsible for the proper conduct and behaviour of their guests and shall be responsible for any damage caused by their guests.
- 5.7 Guests and visitors may be asked to leave the Club's premises by the Management if their behaviour or conduct causes annoyance to other Members.

- 5.8 No Member shall introduce as a guest any person who has been expelled from the Club, or who has ceased to be a Member of the Club in good standing as provided for in the Club Rules and Regulations.
- 5.9 The use of facilities in the Club premises by guests and/or visitors may be restricted from time to time by Management.
- 5.10 Upon the written request of a Member, a guest may settle bills by using cash or any approved credit card.
- 5.11 Junior Dependants or Minors are not allowed to introduce any guest to the Club at all times.

6. VISITORS

- 6.1 Visitors using the Club under reciprocal and/or affiliate Club arrangements shall register at the Club Front Desk before using any of the Club's facilities.
- 6.2 Visitors shall present the membership card and letter of introduction from the club of which they are members and with whom the Club has reciprocity and/or affiliate arrangements.
- 6.3 The Management may at any time allow persons staying in the club rooms or other such persons that it may deem desirable, to use the Club or any of its facilities such as but are not limited to the meeting rooms, banquet rooms, restaurants and may fix and regulate the fees payable and any other conditions in respect thereof.
- 6.4 Visitors/non-members are not allowed to park their vehicles at the basement car park, unless prior approval is given by the Management in writing.
- 6.5 Visitors shall settle all their bills with cash or any approved credit card and pay the appropriate use fees as determined by the Club from time to time.

7. DOMESTIC HELPERS

- 7.1 Domestic helpers may be brought to the Club by Members for the purpose of minding young children and the elderly, but shall be restricted to the restaurants, children poolside, playroom and such areas as determined by the Club from time to time.

8. JUNIOR DEPENDANTS AND MINORS

- 8.1 Minors may use any part of the Club premises when accompanied by an adult with the exception of the bar areas.
- 8.2 Minors must be accompanied by a Member at all times and that Member shall be fully responsible for the conduct and behaviour of the children under their charge and shall be liable to the Club in respect of any damage or injury caused by that child.
- 8.3 Members bringing their children into any part of the Club are responsible for the behaviour of the children. If such children are unruly or cause annoyance to other Member(s) or otherwise misbehave, the Member and the children may be asked to leave the Club by the Management.
- 8.4 Children above the age of nine (9) shall use toilet facilities appropriate to their sexes.
- 8.5 Minors, Junior Dependants or anyone under the age of eighteen (18) will not be served alcoholic beverages or tobacco subject to prevailing government regulations as amended from time to time, and are prohibited from entering designated bar areas.
- 8.6 Minors, Junior Dependants or anyone under the age of eighteen (18) are prohibited from smoking and or consuming alcoholic beverages within the Club premises subject to prevailing government regulations as amended from time to time.

9. PRIVATE FUNCTIONS

- 9.1 Guests attending private events are prohibited from utilising the Club's parking facilities as such facilities are for Members' use only, unless prior written approval is obtained from the Management. Guests attending private events and functions at the Club do so at their own risk. The Club assumes no responsibility for any lost, stolen, damaged or misplaced items or for injury or loss of life while attending the said functions or events.
- 9.2 Guests are to park at the Arrival Plaza next to the Club and do so at their own risk.
- 9.3 The Club shall not liable for any injury whatsoever or howsoever caused to any person while on the Arrival Plaza premises.

10. SOCIAL / RECREATION ACTIVITIES

- 10.1 Members and their guests may sign up in advance for social/recreation activities run by the Club.
- 10.2 The Club practices a strict five (5) calendar days' cancellation notice period for social and recreation activities. The full activity fee will be charged to the Member's Account in the event of cancellations made less than five (5) calendar days or in the event of no-show on the day of the event or activity.
- 10.3 The Club reserves the right to cancel any activity should the sign up rate for the event fall below the required minimum group size. In the event of cancellation, the Club will make a reasonable attempt to notify Members of said cancellation.

11. CAR PARK LABELS AND CAR PARK

- 11.1 Each Member or Nominee of a Corporate Member is entitled to two (2) free car park labels for the car owned by him.
- 11.2 The car park labels remain the property of the Club at all times. Members are responsible for the car park labels issued to them. These labels must be returned to the Club when:
 - (a) they dispose of their car(s); or
 - (b) when they cease to be Members of the Club.
- 11.3 Members shall display the car park labels on the front windscreen of their cars and shall park their cars properly in designated lots or as directed by any Club employee or security personnel.
- 11.4 The reserved parking spaces (lots) are reserved for the Board of Advisors of the Club.
- 11.5 Disciplinary action may be taken against Members parking in reserved parking spaces (lots) or irresponsibly or in such a manner as to cause an obstruction to traffic or in any manner contrary to these Bye-laws.
- 11.6 Security personnel shall have the power to direct the parking and movement of all vehicles in the car parks and on Club premises.
- 11.7 Car valet service may be provided by the Club from time to time on days and times and at rates determined by the Club.

- 11.8 Goods vehicle and motorcycles are not allowed in the Members' car park.
- 11.9 Bicycles must be parked in the designated bicycle stands in the Club, on a space availability basis but may not be left unattended or unused for a period exceeding three (3) calendar months. Bicycles left unattended or unused for a period exceeding three (3) months may be disposed of or donated to a charity of the Club's choice after all reasonable efforts have been exhausted trying to contact the rightful owner of the bicycle(s).
- 11.10 Cars and bicycles are parked at the Club at the Members'/owner's own risk. The Club will not be responsible for any theft, loss, mischief or damage to cars, their contents, and/or bicycles parked in the Club car park.

12. KIDS LOUNGE (FOR PERSONS 8 TO 16 YEARS OLD)

- 12.1 The Club Kids Lounge is strictly for children aged eight (8) to sixteen (16) years old.
- 12.2 Any malfunction of any equipment (television etc.) in the Kids Lounge shall be reported to the Club Recreation Office.
- 12.3 The operating hours of the Kids Lounge shall be determined by the Club from time to time. The latest operating hours are shown in the Schedule of Operating Hours available at the Club Reception.
- 12.4 Any person who behaves in an unruly manner or causes annoyance to others or otherwise misbehaves will be asked to leave the Kids Lounge by the Management.
- 12.5 Sleeping, eating or drinking in the Kids Lounge is not allowed.
- 12.6 Children using the Kids Lounge must be properly attired. Swimming attire is not allowed in the Kids Lounge.
- 12.7 Items may not be removed from the Kids Lounge. Members will be charged the replacement cost of any missing item or item found to be damaged or returned incomplete.

13. CHILDRENS PLAYROOM (FOR PERSONS BELOW 12 YEARS OLD)

- 13.1 The Club Childrens Playroom is for children twelve (12) years and under. Children must be accompanied by an adult at all times.
- 13.2 The operating hours of the Childrens Playroom shall be determined by the Club from time to time. The latest operating hours are shown in the Schedule of Operating Hours available at the Club Reception.
- 13.3 Sleeping, eating or drinking in the Childrens Playroom is not allowed.
- 13.4 No footwear other than socks is allowed in the Childrens Playroom.
- 13.5 Children using the Childrens Playroom must be properly attired. Swimming attire is not allowed in the Childrens Playroom.
- 13.6 Rough play is not allowed. Children found to be playing or using the play equipment in a manner that endangers their own safety or the safety of others may be asked to leave the Childrens Playroom.
- 13.7 Items shall not be removed from the Childrens Playroom. Members will be charged the replacement cost of any missing item or item found to be damaged or returned incomplete.

14. FOOD AND BEVERAGE

- 14.1 The Club may require Members and their guests to sign up in advance for food and beverage activities and special events run by the Club such as but are not limited to New Years Eve, Mothers Day Brunch, Fathers Day Brunch, Christmas Eve Dinner and Christmas Day Brunch, etc.
- 14.2 The Club practices a strict three (3) calendar day cancellation notice period for food and beverage activities and special events. The full price of the food and beverage activity or event will be charged to the Member's Account in the event of cancellations made less than three (3) calendar days prior to the event or in the event of no-show on the day of the food and beverage activity or special event,
- 14.3 The operating hours of the food and beverage restaurants, bars and outlets shall be determined by Management from time to time. The latest operating hours are shown in the Schedule of Operating Hours available at the Club Reception.

- 14.4 Smart casual dress code or tailored shorts not more than five (5) inches above the knees are permissible for day time dining at all of the restaurants. For outdoor barbeque, dining, and bar areas, casual wear is permissible. Footwear must be worn in the Club restaurants and bars at all times.
- 14.5 Members must accompany their guests while at the bar unless approved in writing by the Club. The Club reserves the right and discretion to restrict the number of guests allowed to the bar from time to time.
- 14.6 Only items on the approved menus will be prepared and served at the respective restaurants and food and beverage outlets.
- 14.7 The last food order for all outlets shall be thirty (30) minutes prior to closing time and the last beverage order shall be fifteen (15) minutes prior to closing time or such other duration as may be determined by the Club from time to time.
- 14.8 Food and/or beverages not purchased from the Club are not allowed unless such food or beverages are for medical purposes or for children under three (3) years of age.
- 14.9 The Club Operator reserves the right, in its sole discretion, to refuse service to any person who appears to be intoxicated or under the influence of medications.
- 14.10 If a Member or guest should be unruly or cause annoyance to the other Members or otherwise misbehave while in the Club's food and beverage outlets, they may be asked to leave by security personnel under instructions from the Management.
- 14.11 No Member or guest shall enter any area behind the bar counter, buffet counters, grille, wait stations, or enter any area in the kitchen or any other staff-only area.
- 14.12 Persons under the age of eighteen (18) are prohibited from entering the bar areas subject to government regulations as amended from time to time. Members must refrain from bringing their domestic helpers to the bar areas.

15. SWIMMING

- 15.1 The swimming pool will be opened daily at such times and for such hours as may be determined by the Club from time to time. The latest operating hours are shown in the Schedule of Operating hours available at the Clubhouse Reception.
- 15.2 There will not be any life guard on duty at the swimming pool and Members and guests shall swim or use the swimming pool at their own risk.
- 15.3 All pool users must shower before entering the swimming pool.
- 15.4 Persons suffering from infections or contagious diseases are prohibited from using the swimming pool.
- 15.5 No articles may be brought into the swimming pool except for training aids used under the supervision of a swimming coach authorized by the Club or approved floatation devices in the children's pool.
- 15.6 Members are not permitted to bring food or drinks to the swimming pool other than those purchased at the Club's premises. No glass bottles, wine glasses or glass drinking glasses are allowed in the swimming pool area or in the swimming pool.
- 15.7 The Club shall not be responsible for any accident or fatality to members, Members' children, guests, or their children while at the Club or in the swimming pool.
- 15.8 The Club shall not be responsible for Members' personal belongings or any other effects left at the Club's premises. While lockers are provided in the Changing Rooms, money, valuables and other properties put into the lockers shall be at the sole risk of Members and/or their guests.
- 15.9 Members may sign for the towels in the towel register placed at the Club Pool Reception Counter. Any Member or his/her guest who does not return the towel or towels issued to him/her shall pay the cost of replacing a new towel as determined by the Club.
- 15.10 Persons in swimming suits shall be restricted to the swimming pool vicinity only and shall not enter any other part of the Club including the food and beverage establishments.

- 15.11 Members are advised, for their own safety, to leave the swimming pool during thunder and lightning storms and shall do so immediately if requested by any Club official.
- 15.12 Each Member is allowed to introduce up to three (3) guests per day on weekdays and one (1) guest on weekends to the swimming pool and the area surrounding the swimming pool and the applicable guest fees as determined by the Club from time to time shall apply. Junior Dependant Members are not allowed to introduce guests to the swimming pool / pool terrace.
- 15.13 Members who fail to register their guests before their guests commence using the facilities of the swimming pool shall be charged double the normal rate of the applicable guest fees.
- 15.14 A Member who fails to register his/her guests more than three (3) times within a ninety (90) calendar day period of time may be subjected to disciplinary action.
- 15.15 Professional coaches other than those engaged by the Club are not allowed to coach at the Club. Any activity deemed disruptive or detrimental by the Club to any of the Club's planned programme is also not permitted.
- 15.16 No Minor is allowed in the swimming pool or swimming pool terrace area unless in the company of an adult. Any adult taking a Minor into the swimming pool accepts full responsibility for the child's safety and well being. Domestic helpers may accompany children to the swimming pool area but are to refrain from entering the water. It is strongly advised that children are not to be left in the sole charge of the domestic helper.

16. FITNESS CENTRE / GYMNASIUM

- 16.1 The operating hours of the Club Fitness Centre shall be determined by the Club from time to time. The latest operating hours are shown in the Schedule of Operating Hours available at the Club Reception.
- 16.2 Fitness Centre/gymnasium dress codes will apply. T-Shirts, tank tops, shorts, track suits, and leotards are appropriate attire in the Fitness Centre and shall be worn in the Fitness Centre only.

16.3 Guests

16.3.1 Guests may only use the Fitness Centre before 4.00pm on weekdays (except Public Holidays) or such times as may be determined by the Club from time to time. The Club may vary the permitted hours of use by guests. Each Member is allowed to introduce up to two (2) guests to the Fitness Centre at any one time.

16.3.2 Guest shall be accompanied by a Member at all times (unless approved in writing by the Management) and the applicable guest fees as determined by the Club from time to time shall apply.

16.4 Minors should not use the Fitness Centre unless accompanied by a gym-trainer employed by the Club or unless such Minors are specifically allowed by the Club in writing to use the fitness centre unaided.

16.5 Fitness trainers or coaches other than those engaged by the Club are not allowed to coach or train Members or guests in the Club.

16.6 Rubber-soled shoes shall be worn at all time when in the Fitness Centre.

16.7 Members shall sign in the attendance book before using the Fitness Centre and sign out when leaving the Fitness Centre.

16.8 Members and guests enter the Fitness Centre and use the equipment at their own risk. The Club assumes no responsibility whatsoever for any bodily injury sustained by users arising from the use of Fitness Centre equipment.

16.9 Members are requested to return the equipment to their respective places after use.

16.10 The use of personal music players is permitted in the Fitness Centre provided that headphones are worn and that the music does not interfere with or encroach upon the quiet enjoyment of Members and guests.

16.11 Volume and type of music played in the Fitness Centre will at the discretion of the Club.

16.12 Fitness Room Prohibition

16.12.1 No food and beverage (drinking water is provided by the Club within the Fitness Centre).

16.12.2 No Smoking.

16.12.3 No tennis rackets and any other sports equipment not meant for use in the Fitness Centre.

16.12.4 No carrier bags of any sort, including handbags.

16.12.5 No animals are allowed in the Fitness Centre unless they are service dogs for the visually impaired or handicapped and are accompanied by the owner.

17. TENNIS COURTS

17.1 PROCEDURES FOR BOOKING A TENNIS COURT

17.1.1 Tennis courts may be reserved by Members not more than fourteen (14) calendar days in advance before the day of play. A Member desiring to reserve a court must have his name entered in the tennis reservation sheet by the staff of the Club.

17.1.2 Reservations may be made by the Member via phone or personally at the booking office, and will be limited to the Member or Junior Dependant making that call only. Reservations will be open from 9.00 am to 6.00 pm or such period as may be determined by the Club from time to time. Reservations will be accepted on space availability, first-come-first-served basis.

17.1.3 Minors shall only be allowed to reserve courts through their parents. Court fees are payable at the time of reservation and are not refundable when the reservation is cancelled except when inclement weather conditions render it unsuitable for play.

- 17.1.4 A Member wishing to cancel his/her reservation must give notice to the reservation office at least twenty four (24) hours before the reserved time of play. A Member failing to give the required notice will be fined at a rate to be determined by the Club from time to time. A Member who is fined three (3) times within a period of thirty (30) days will not be entitled to make any reservation for a period of a month from the date of the last reservation. Any court which has not been occupied within ten (10) minutes of a reserved period will be made available to other Members.
- 17.1.5 The Club may at any time by notification on the Club's Notice Board, reserve any or all of the courts for any period for the purpose of holding tournaments or Club functions. Any fees already paid will be refunded or permitted to be used for an alternative reservation.
- 17.1.6 The operating hours of the tennis courts shall be determined by the Club from time to time. The latest operating hours are shown in the Schedule of Operating Hours available at the Club Reception.
- 17.1.7 Members shall sign the court reservation chits and sign in any of their guest(s) before the commencement of play.
- 17.1.8 The Member who made the court reservation must be present for play, failing which the booking shall be deemed to have been cancelled.
- 17.2 RATES
- 17.2.1 The hourly rates payable shall be determined by the Club from time to time.
- 17.2.2 The guest fee payable shall be determined by the Club from time to time.
- 17.2.3 Members will not be charged the reservation fee if they are unable to play for more than thirty (30) minutes due to inclement weather conditions. The Management shall decide whether the courts are fit for playing.
- 17.2.4 Members playing beyond the reserved time shall be charged the court reservation fee for the next hour.

17.3 GUESTS

17.3.1 Guests shall be signed in before the commencement of play failing which Members will be charged double the normal rate of the applicable guest fees.

17.3.2 Guests may not play during morning or evening time slots exclusively reserved for Members or such other Club events except with the prior written approval of the Club.

17.3.3 A Member may not bring in more than three (3) guests per day to play tennis and the applicable guest fees as determined by the Club from time to time shall apply.

17.4 CARE OF COURTS AND EQUIPMENT

17.4.1 Members will be liable for any damage caused by them or their guests to the tennis courts, equipment and to property adjoining the courts.

17.4.2 Only non-marking rubber-soled shoes appropriate for tennis may be worn by players on the courts. Any other forms of footwear are strictly prohibited within the court areas. Appropriate tennis attire must be worn by the players.

17.5 GENERAL

17.5.1 Players play on the tennis courts at their own risk. The Club shall not be responsible or liable for any injury, damage or loss of life howsoever suffered or caused on the tennis courts or on any of the Club's premises.

17.5.2 The Club may, from time to time, vary the procedures and arrangements herein as it may deem necessary for the Members' benefit or enjoyment of the tennis courts.

17.5.3 Smoking and eating are prohibited within the tennis courts.

17.5.4 No coaches other than those registered with the Club shall be allowed to provide tennis lessons, clinics, or coaching in the Club.

18. ACCOMMODATION – CLUB ROOM AND HOUSE BOAT

- 18.1 The Club reserves the right to make available Club Rooms as it sees fit to non-member groups, non-member guests, private and government entities and corporations, and to make available a select number of Club Rooms to non-member guests (including but are not limited to reciprocal club and affiliate club members and associations) on a space availability, prior reservation, non-holiday period basis. Members will always be guaranteed the best available room rates.
- 18.2 Room rates are quoted per night based on double occupancy (for two (2) persons). Additional charges per person, per room, per night will apply over and above the two (2) persons per room, subject to a maximum of four (4) persons per Club Room. All guests occupying the Club Rooms must be properly registered (and shall produce valid identification documents when requested) at the Front Desk prior to occupying or entering the Club Rooms.
- 18.3 For the Member's rate to be applied, the Member must be present to accept and pay the bill upon check out for their guest failing which an additional ten (10) per cent service charge will be imposed.
- 18.4 Rates for Members' guests and foreign visiting yachts are subject to an additional ten (10) per cent service charge.
- 18.5 The Club reserves the right to revise the Club Room rates and to modify the Club Room terms and conditions in its sole discretion without prior notice.
- 18.6 The Club practises a strict five (5) calendar days' cancellation notice period. Persons who fail to cancel any Club Room reservation at least five (5) calendar days prior to the check-in date or in the event of no-show on the day of check-in, shall be charged the prevailing rate for the number of room(s) reserved for one night. All cancellations are accepted only via e-mail. Reservations made on the day of stay are not subject to cancellation.
- 18.7 Members will be liable for any damage caused by them or their guests to the Club Rooms/houseboats, equipment and/or property. Damage(s) discovered upon check-in to the Club Room/house boats, equipment and/or property should be reported to the Front Desk and/or security at time of check-in, failing which damage charges will apply.
- 18.8 If a Member and/or their guest(s) should be unruly or cause annoyance to other Members and/or guests or otherwise misbehave, they may be asked to leave the Club Room or house boat by security personnel under instructions from the Management.

- 18.9 All Club Rooms and house boats are non-smoking rooms. Government policies, regulations, and fines for smoking in non-smoking rooms or areas will apply.
- 18.10 No pets are allowed in the Club Rooms unless approved by the Management in writing and the appropriate damage deposits are paid in advance against the event the animal causes damage to the furniture and fittings.
- 18.11 All social gatherings are to end by 12 midnight on board the vessels. The maximum number of guests on board should be in accordance with the vessel's legal accommodation capacity (maximum of 6 persons for Corsica/Sardinia). Should the number of guests exceed the legal capacity, the Management has the right to usher the excess number of guest(s) off the vessel.

19. MARINA

19.1 GENERAL

- 19.1.1 The Club Marina Department shall be responsible for all marina-related matters and is entrusted to enforce the Marina Rules and Regulations. The Marina Rules and Regulations are subject to change in the sole discretion of the Club with proper notice to the boaters.
- 19.1.2 Membership in the Club does not automatically entitle a Member to a berth and/or access or any right in the Club Marina unless the Member is also a Club Marina User. No guarantee, condition, warranty or representation is given by the Club and the Marina for the suitability of any berth, structure, gear or other facilities provided.
- 19.1.3 The Club does not accept responsibility for any disturbance, noise, dust, or any other inconvenience suffered by vessel owners ("Owner") on account of building and/or maintenance work carried out at the Club's premises or on adjoining lands thereto.

19.1.4 Berth Entitlement

Berth entitlement is on a space availability basis and applies to the following:

A non-member who is a registered Club Marina User is entitled to one (1) transient berth subject to availability at transient rates. An Individual Member who is a registered Club Marina User is entitled to one (1) permanent berth subject to availability; second vessel onwards will be subject to availability of transient berths and at Members' transient rates. An Individual Term Member will be charged according to the Club Rate Schedule. A Corporate Member with multiple nominees is entitled to a maximum number of permanent berths that equals the total number of nominees less one (1) (by way of illustration: For a Corporate Member with three (3) nominees, two (2) of the nominees who are registered Club Marina Users are entitled to one (1) permanent berth each subject to availability). If a Member has a broker office on the Club premises, he is entitled to two (2) additional berths. Additional berths will be subject to availability and at transient Members' rates.

19.1.5 A Member shall not allow any other person to use his mooring, shed or open space without the written permission of the Management and/or the Marina Manager. The Management may impose such terms and conditions as he or she deems fit for the use of the mooring, shed or open space.

19.1.6 Distinguishing marks on vessels and trailer.

19.1.6.1 All vessels, tenders and trailers shall be painted with the name of the vessel and the Port of Singapore license number.

19.1.6.2 It is recommended that the Club Burgee be prominently displayed.

19.1.6.3 Every vessel kept at the Club may carry the words "ONE°15 Marina Club" on the stern or such other part of the vessel in such colour and fonts as is approved by the Club.

- 19.1.7 The Club shall not be liable whether in contract, tort or otherwise, for any loss, theft or any other damage of whatever nature caused to any vessel or vehicle or other property of the Owner or others claiming through the Owner except to the extent that such loss, theft, or damage may be caused by the gross negligence or wilful act of the Club or those for whom the Club is responsible.
- 19.1.8 The Owner shall indemnify the Club against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Club or its employees or agents which may be caused by the Owner's vessel or vehicle or by the Owner, his servants, agents, crew, guests or sub-contractors except to the extent as may be caused by the gross negligence or wilful act of the Club or those for whom it is responsible.
- 19.1.9 The Owner shall insure his vessels adequately against loss or damage howsoever caused and shall maintain third party insurance in respect of himself and each of his vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than Singapore Dollars Twenty Five Thousand (S\$25,000) or the minimum insured sum required by the insurance broker, whichever is higher in respect of each accident or damage and in respect of each vessel adequate salvage insurance. Such insurance shall be effected and maintained at an insurance office of international repute and the Owner shall produce the policy or policies to the Club on demand. Notwithstanding that the minimum insurance cover is S\$25,000; it is recommended that Members maintain insurance cover of at least S\$50,000.

19.2 MARINA MANAGER

- 19.2.1 The Marina Manager or his nominee(s) shall be responsible for the day-to-day operations of the Marina Department.
- 19.2.2 All vessels and vehicles at the Club's Marina or premises may be relocated to any other part of the same Marina or premises as may be directed by the Marina Manager should the necessity arise.

19.3 VESSEL REGISTER

19.3.1 All vessels kept by Members at the Club must be registered with the Club in a vessel register.

19.3.2 The register shall contain the following information:

19.3.2.1 Name(s) of registered Owner(s) as per the vessel's registration;

19.3.2.2 Telephone numbers of Owner in case of emergency;

19.3.2.3 Name of vessel;

19.3.2.4 Copy of valid vessel license;

19.3.2.5 Copy of vessel's registration;

19.3.2.6 Crew details if crew pass is required;

19.3.2.7 Engine type;

19.3.2.8 Beam, draught and length overall (as measured by the Club); and

19.3.2.9 Valid insurance certificate as per Club requirements.

19.3.3 The Marina can refuse services, entrance, and/or berthing in the following instances:

a) When the person or entity soliciting such services refuses to sign the prescribed agreement;

b) In the event that the vessel does not meet the regulatory safety conditions determined in the sole discretion of the Marina;

c) When the person or entity soliciting such services, does not provide evidence of a valid insurance policy in accordance with the berthing agreement; or

d) When the vessel that requires the service do not comply with the minimum required standards of aesthetic image or environmental awareness, in the sole discretion of the Marina.

19.3.4 No vessel shall be allowed to compete in Club races unless registered with the Club and all current Membership subscriptions of the Member are fully paid.

19.4 WET BERTHS

19.4.1 Members shall seek advice from the Marina Manager and/or Dock Master on the availability of berths before occupying any berth in the Marina and shall sign the vessel arrival form and the berthing license agreement.

19.4.2 The berthing license is granted for leisure purposes only unless the Club has entered the vessel's particulars in a separate vessel register set up to record vessels that are involved with non-pleasure vessel activities and have complied with the Club's Non-Pleasure Craft Operator Regulations as determined by the Club from time to time. The number of vessels entered on this register is restricted and a waiting list will be maintained for Members who wish to engage in non-pleasure craft activities.

19.4.3 The Berth Rental Fee

The berth rental fee schedule is public and available for review in the Club Marina Office; this schedule is subject to change without prior notice. The applied berth rental fee in the berthing agreement cannot be changed during the given term unless otherwise noted in the berthing agreement.

The Owner irrevocably agrees to pay the berth rental fee as agreed in the berthing agreement in full, in accordance with the following:

- a) If the applicable berthing term is "Day stay", "Daily", or "Monthly", the Owner shall pay the applicable berth rental fee at the beginning of the term and for the whole term; or
- b) If the applicable berthing rate is "Half-yearly" or "Yearly", the Owner shall pay the applicable berth rental fee on a monthly basis in advance and on the first day of each calendar month.

In addition to the berth rental fee, the Owner agrees to pay all utility charges for electricity and water supplied, and waste collection services, in accordance with the Club Marina's published policy and rates.

The berth rental fee and other sums payable by the Owner to the Marina under this Agreement are exclusive of such applicable goods and services tax in force from time to time, which shall be payable by the Owner. Members Berth rental fees and other charges owing by Members will be debited to the Members' Account.

The berth rental fee for the wet berth and hard stand are based on the length of the berth or the overall length over of the approved vessel, whichever is greater with a minimum chargeable length of 30ft. The berth rental fee for the dry storage and lockers is charged based on the Marina's schedule of fees. The Club shall determine the monthly berthing charges payable by Members from time to time in its sole discretion.

In the event of non payment of berth rental fees and utility charges by the Member or Transient Vessel, the Club will have the right to sell the vessel or to discard items in order to reimburse the Club for the marina and berthing expenses incurred.

- 19.4.4 The Member shall ensure that their vessel is moored in a safe, proper and seaman-like manner and shall ensure that no loose ropes are allowed to obstruct in any way the berths or pontoons and that all halyards, lines, ropes, rigging and sheets on their vessels are secured so as not to create a nuisance or hazard to others.
- 19.4.5 Members shall provide adequate mooring lines and fenders and maintain them in good order.

- 19.4.6 Vessels under power making way passing the berths, slipways or the fuel dock are to do so at safe speeds that will not create wake and to endanger other vessels using the Marina facilities. The speed limit shall be such speed as does not create a wake or 3 knots. The Owner shall be liable for any damage caused by their wake and wash of their vessel whether intentionally or unintentionally caused, or arising from their negligence.
- 19.4.7 A person shall not operate a vessel in a dangerous or careless manner without consideration for other people or vessels in the vicinity.
- 19.4.8 No vessel shall proceed under sail in the Club's Basin.
- 19.4.9 Swimming, fishing, diving and underwater activity is prohibited in the Marina without prior written permission from the Marina Manager and/or Dock Master.
- 19.4.10 The placing of fishing traps, nets, etc., in the Marina is strictly prohibited. All such fishing traps, nets etc. will be confiscated without compensation.
- 19.4.11 No oil, fuel, paint, chemical, pollutant, dangerous, inflammable, poisonous or obnoxious substance shall be discharged or deposited into the Marina or its vicinity.
- 19.4.12 Except for vessels having a re-circulating or holding tank lavatory system, lavatories aboard vessels shall not be used or discharged while the vessel is in the Marina basin. The Club provides lavatory facilities at the Clubhouse.
- 19.4.13 The ramp is to be used for launching and retrieving only. Repairs, loading and washing down are not to be carried out on the ramp or its approaches without prior written permission from the Marina Manager.
- 19.4.14 Tenders to vessels berthed in the Marina shall not be stored on the pontoons, fingers, ramps or walkways. Neither shall they be stored at the dry storage area unless prior written permission has been obtained from Marina Office. All tenders stored at the storage area will be charged as per the scheduled rates.

- 19.4.15 Dock boxes and/or storage boxes shall not be used to store flammable liquids. The Owner shall not overload the box to such an extent that the storage box is damaged. The Owner is responsible for the condition of the storage box including any damage incurred when entering or departing from the berth.
- 19.4.16 The Owner shall take particular care to ensure that his shore-power connection is properly wired and connected. It is strictly prohibited to alter and/or modify the electrical pedestal. The Owner shall be responsible for any damage caused to the electrical facilities due to poorly executed or negligent connections.
- 19.4.17 The Owner is to ensure that the water-hose is kept neatly coiled on the pontoon finger or in the dock box provided.
- 19.4.18 Rubbish is to be disposed of in the containers provided. Any waste oil is to be placed in a properly sealed container and taken directly to the allocated oil disposal area near the bins centre. Waste oil is not to be placed in the rubbish bins.
- 19.4.19 No fires for barbecues or otherwise are allowed without prior written permission from the Marina Manager and/or Dock Master and shall be carefully controlled at all times so as to ensure that they do not cause any nuisance or annoyance to any other users of the Marina or Club premises or to any person residing in the vicinity.
- 19.4.20 No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the Marina or Club premises so as to cause any nuisance or annoyance to the Club, to any other users of the Marina or Club premises or to any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend as aforesaid.
- 19.4.21 Pets must be kept on a leash at all times and transported directly from the Club's car park to the vessel. Owners are to exercise discretion at all times so as to ensure that pets do not become a nuisance or danger to other Members or guests. Owners are to pick up after their pets.

19.4.22 The Owner shall take all necessary precautions against the outbreak of fire on or upon his vessel. The Owner shall provide on the vessel at least the number of fire extinguishers as stipulated by the MPA boat license of an approved type and size fit for immediate use in case of fire. Owners shall not refuel vessels in the Marina or anywhere on the Premises other than at the Club's refuelling facilities.

19.5 DRY STORAGE FOR VESSELS OF OVERALL LENGTH 10 METRES OR BELOW

- 19.5.1 Land storage is permitted on a space availability basis.
- 19.5.2 Application for storage of vessels may be made by submitting an application form together with a copy of the MPA vessel license and valid insurance policy to the Marina Department.
- 19.5.3 Upon acceptance of the application, a Member will be required to sign the Club's berthing license agreement. This license is granted for leisure purposes only unless otherwise authorized by the Club in writing.
- 19.5.4 Owners are to provide suitably sized and well-balanced trailers in good and safe working condition for the launching and recovery of their vessels.
- 19.5.5 The Club shall determine and review the monthly storage charges payable by Members from time to time in its sole discretion.
- 19.5.6 The storage will be determined solely on a first come, first served, space availability basis and at the discretion of the Club taking into account safety and weight considerations. Nothing in the berthing agreement shall entitle a Member to the exclusive use of a particular storage area or space.
- 19.5.7 All trailers may be fitted with guide bars to assist with the launch and recovery. Owners are to maintain them in good working conditions.
- 19.5.8 Owners are to keep their vessels for storage at the allocated areas only and are to keep the area tidy and clean.

- 19.5.9 Washing of vessels or flushing of engines is not permitted in the vessel sheds. Such works must be carried out in the allocated washing areas.
- 19.5.10 Members shall ensure that inflammable materials (other than the contents of the fuel tank) together with equipment or other items are properly secured or removed. The Club shall not be liable for the loss of or damage to the vessel or any item in the vessel as a result of any inflammable materials, equipment or other item being left in the vessel. The Member shall also ensure that the vessel stored in the shed is equipped with a battery cut-off switch, which is easily accessed and clearly identifiable.
- 19.5.11 Members shall not alter or modify any adjacent structures or make any additions without the prior written approval of the Club.
- 19.5.12 Use of water and electrical facilities are provided in common with other Members and on an occasional and non-permanent basis only. Written authorization for the use of these services is to be obtained from the Marina Office prior to using these facilities.
- 19.5.13 Vessel trailers may only be stored at the Premises by prior written arrangement with the Club and charged as per the scheduled rates.
- 19.5.14 Request for the launch and/or recovery of vessels shall be made at least twenty four (24) hours in advance. Late requests will only be entertained at the discretion of the Marina Department.
- 19.5.15 The launching and recovery of vessels rests solely in the discretion of the Marina Manager. Launching or recovering of a vessel will be based firstly on safety considerations, MPA Port Safety Regulations and approval may be withheld in the event of inadequate documentation or the failure of a Member to settle his account.
- 19.5.16 No vehicle shall enter the dry storage area.
- 19.5.17 Additional terms and conditions for vessels with heavier displacements are stated in Bye-law 19.6.
- 19.6 VESSELS WITH HEAVIER DISPLACEMENTS
- 19.6.1 Only vessels less than ten (10) meters in length may be hauled out for minor maintenance and repair purposes for a short period of time provided this can be done safely.

19.7 VESSEL OWNERSHIP

- 19.7.1 Owners or co-owners of vessels must be Members for the vessel to be registered at the Club.
- 19.7.2 When ownership of a vessel is transferred to a non-member, the following procedures shall apply:
 - 19.7.2.1 The new owner is given thirty (30) calendar days from the date of change of ownership to apply for Membership in the Club and to submit the required Entrance fee. Alternatively, he may remove the vessel from the Marina after settling any outstanding charges with the Club in respect of the vessel.
 - 19.7.2.2 The new owner shall be required to pay immediately the visitor fees for use of the Club facilities, i.e. the monthly dues as well as the mooring fees and other charges as may be necessary, during the said thirty (30) calendar days period.
 - 19.7.2.3 Should the new owner's application for Membership be rejected by the Club, the new owner shall be required to remove the vessel immediately from the Marina.

19.8 VESSELS REGISTERED UNDER COMPANY OR COMMERCIAL USE

- 19.8.1 Vessels under Commercial License Vessel (CLV)/ SZH/ SP/ SC must obtain special written permission from the Management for mooring at the Marina.
- 19.8.2 All CLV/ SZH/ SP/ SC vessels registered with the Club and the Marina must be owned by Members and must meet all MPA regulations.
- 19.8.3 A Member who is the Owner of a CLV/ SZH/ SP/ SC vessel shall be responsible for the proper conduct of their passengers. Additional fees shall apply for non-member's use of the facilities.
- 19.8.4 The Club reserves the right to refuse the entry of any passenger without assigning any reason whatsoever.

19.9 PRIVATELY EMPLOYED PERSONNEL

19.9.1 A Member who employs a boatman/crew shall be responsible for ensuring that the said boatman/crew fully understands and complies with the applicable Rules and Regulations and Bye-laws and shall be held fully responsible for any acts or omissions resulting in the breach of the Rules and Regulations and/or Bye-laws by the said boatman/crew. Boatman / crew must be registered with the Club prior to entering the Club premises.

19.10 BUGGY SERVICE

19.10.1 The operating hours of the buggy service for Members to and from the Clubhouse to the Marina shall be determined by the Management and is subject to change from time to time. The latest operating hours are shown in the Schedule of Operating Hours available at the Club Reception and in the Marina Office.

20. MISCELLANEOUS / CLUB

20.1 The Management shall select, retain, supervise, direct, fix the compensation of, and discharge, in its sole discretion, all professionals and other personnel, agents, and/or independent contractors which the Management deems necessary or desirable for the smooth and efficient operation and maintenance of the Club.

20.2 No Member shall give any gratuity to any Club employees other than by subscribing to a fund officially authorised by the Club.

20.3 No Member shall induce or attempt to induce any of the Club employees to leave the Club's service in order to enter into the service of that Member in question.

20.4 No Member shall personally reprimand or discipline any Club employee. If a Member has any cause for complaint against a Club employee, he shall address such complaint to the Management in writing. Errors in billing charges should be directed to the attention of the Club's Finance Department.

20.5 Employees of the Club shall not be requested to carry out errands for the Member or guest whether within or outside of the Club's premises. Any complaints regarding such personnel shall be directed in writing to the Management.

21. LOST PROPERTY

21.1 Any article (s) of value found on the Club premises will be kept in the Club Security Office. If any article (s) is not claimed within three (3) months of it being found, it may be disposed of in any manner in the sole discretion of the Management.

22. NOISE

22.1 All persons should respect the comfort of other persons using the facilities of the Club and residents adjacent to the Club facilities and should keep noise to acceptable levels as directed by the Management. In particular, no radios, tape recorders, record players or musical instruments may be brought or used in the Club's premises without the prior written permission of the Management.

23. AMENDMENTS

23.1 The Management reserves the right, in its sole and absolute discretion, to amend these Bye-laws at any time and in any manner which it deems appropriate.

24. ASSUMPTION OF RISKS AND INDEMNIFICATION

24.1 In consideration of a Member's membership and as a condition of using the Club facilities and Marina, each Member and each of the Member's authorized guests and visitors irrevocably agrees to bear all risks associated with the use of the Club facilities, including risks associated with the use of the car park, parking space, and the risks associated with and proximity to the Marina (e.g. lightning and other acts of God) and irrevocably agrees to release and indemnify the Club and its employees, servants and agents from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind for death, personal injury, property damage or any other liability, damages, fines, or penalties, including costs, legal fees on a full indemnity basis and settlements, resulting from, arising out of or in any way connected with the use of the Club facilities and/or Marina

and any other entities with which the Club may in the future become affiliated, by Members, Member's authorized users, guests and visitors.

25. RECIPROCAL AND/OR AFFILIATE CLUBS

25.1 The Club may enter into agreements with other clubs or associations in and outside of Singapore as it deems appropriate for providing interchange courtesies, club access and preferred pricing on use of facilities for Members.