LOTUS HILL GOLF RESORT

The following Rules shall comprise the Lotus Hill Golf Resort Bye-laws: -

- 1. The ten (10) rotational HKFC Memberships in Lotus Hill Golf Resort permit any ten (10) HKFC Golf Society Members ("GS Members") on any day to be designated as Nominees to use the HKFC Golf Membership Account Cards relative to the Memberships. Each Nominee may be accompanied by up to three (3) Playing Guests. In addition, each married Nominee is entitled to a "Spouse Card" which confers on the spouse the same rights and obligations as the Nominee (with the exclusion of the right to take Playing Guests). Eligibility to play golf shall at all times be subject to conditions set out in the Lotus Hill Golf Resort Rules and Regulations and by any restrictions set from time to time by Lotus Hill Golf Resort, or the HKFC Golf Society and approved by the General Committee.
- 2. Playing Guests who are not GS Members shall pay a Standard Fee for weekdays and twice the Standard Fee for weekend days and public holidays or such sums as may be determined from time to time by the Golf Society Committee and agreed to by the General Committee. All Playing Guests shall also be liable to pay Green Fees. Although expenses incurred at Lotus Hill Golf Resort may be "charged" to a Nominee by Lotus Hill Golf Resort, each player shall be responsible to settle their share of such expenses incurred before leaving Lotus Hill Golf Resort
- 3. Bookings will be accepted from noon, fifteen (15) weeks prior to a Playing Date until such bookings close in accordance with Rule 5 (a "Booking Period"). During a Booking Period, bookings may only be made by GS Members, and must be made by submission of the appropriate Booking Form containing the details of the GS Member concerned and their Playing Guests (if any) which must be handed in or faxed to Reception. Booking Forms must specify whether HKFC and Lotus Hill Golf Resort are requested to arrange ferry tickets, caddies, trolleys, accommodation, etc. No telephone bookings will be accepted. No GS Member may appear on more than one (1) Booking Form for any Playing Date.
- 4. Up to five (5) consecutive Playing Dates may be booked at the time of booking the first Playing Date of the consecutive days concerned.
- 5. Bookings will close at noon fifteen (15) days preceding Playing Dates where the Playing Date is a weekday, or the first Playing Date of any consecutive Playing Dates is a weekday and the consecutive Playing Dates do not run onto a weekend or public holiday. Bookings will close at noon thirty-one (31) days preceding Playing Dates where the Playing Date is a weekend or public holiday or any of consecutive Playing Dates is a weekend or public holiday.

Following the closing of the Booking Period all Booking Forms received will be checked and placed in the order received. Memberships will then be allocated one per flight to each booking in the order the Booking Forms have been received for each category until no Memberships remain or all GS Members have been allocated a Membership, whichever occurs first. Therefore, one Membership will be allocated to:

- (a) the Booking GS Member in each flight containing four (4) GS Members.
- (b) the Booking GS Member in each flight containing three (3) GS Members.
- (c) the second listed GS Member in each flight containing four (4) GS Members.
- (d) the second listed GS Member in each flight containing three (3) GS Members.
- (e) the Booking GS Member in each flight containing two (2) GS Members.
- (f) the third listed GS Member in each flight containing four (4) GS Members.
- (g) each of the GS Members making an individual booking.
- (h) the fourth listed GS Member in each flight containing four (4) GS Members.
- (i) the third listed GS Member in each flight containing three (3) GS Members.
- (i) the second listed GS Member in each flight containing two (2) GS Members.

Any Memberships remaining unallocated after all the above procedures have been carried out, or Memberships becoming available as a result of cancellations under Rule 9, will be available to any GS Member submitting a Booking Form after the closing of the Booking Period (but will not be allocated within twenty four (24) hours after the end of a Booking Period) irrespective of flight size or composition. Bookings for the unallocated

Membership can be made up to 2pm on the working day (Monday to Friday excluding public holidays) before the playing day

- 6. Memberships will be allocated separately for each Playing Date and may be subject to change to another Nominee during a period of consecutive Playing Dates.
- 7. The list of Nominees and their Playing Guests for Playing Dates will then be advised by HKFC to Lotus Hill Golf Resort forthwith by the Sports Manager or his appointed representative (the "Co-ordinator") by fax and tee-off times, booking of ferry tickets, caddies, trolleys, accommodation, etc. will be confirmed to the Nominees. Booking or cancellations made after the end of a Booking Period, and all arrangements in respect of all matters subsequent to a Booking Period, will be made by and through the Co-ordinator only. Nominees may only make contact to Lotus Hill Golf Resort for tee-off times, booking of ferry tickets, caddies, trolleys, accommodation, etc., or changes thereto, through the Co-ordinator.
- 8. In the event that a Nominee who has been allocated a Membership for a Playing Date cancels their booking after the allocation of Memberships, then that Membership will be re-allocated to the next qualifying GS Member in accordance with Rule 5
- 9. Cancellations without penalty will be accepted up to twenty-four (24) hours after allocation of Memberships at the end of a Booking Period and may be made by telephone to HKFC Reception. Cancellations made more than twenty four (24) hours after such time, or "noshows", will be liable to a Standard Penalty per GS Member per day for weekdays and twice the Standard Penalty per GS Member per day for weekends and public holidays and all Playing Fees will remain payable (unless there is another GS Member who confirms their availability, with Lotus Hill Golf Resort agreeing to their substitution) together with the cost of all unused ferry tickets and any other charges contracted for at the time of the booking. In addition, if the cancellation or "no-show" is by a Nominee (and no other GS Member holds a Membership in that flight or confirms their availability, with Lotus Hill Golf Resort agreeing to their substitution), the Nominee will become liable to a Penalty of either the difference between any Visitors Fee and any Green Fee payable as a consequence, in respect of each Playing Guest who is permitted to and must play as a Visitor only, or the cost of all ferry tickets and other charges contracted for at the time of the booking if any such Playing Guest does not or is not permitted to play.
- 10. In the event that a Nominee cancels a booking, and no other member of that flight has been or is entitled to be allocated a Membership, then the bookings of all proposed Playing Guests of that person who are not GS Members will also be cancelled. In the event of a "no-show" by a Nominee, the Playing Guests of that person may not be entitled to play other than as Visitors. Cancellations will be deemed to apply to all Playing Dates where consecutive Playing Dates have been booked.
- 11. Any GS Member who makes a late cancellation on more than three occasions or is a "no-show" on more than two occasions in any one calendar year shall be considered to be in contravention of these Rules and liable to disciplinary action.
- 12. Any charges becoming payable in respect of playing fees, cancellation penalties, unpaid charges incurred at Lotus Hill Golf Resort and the like which are attributable to a particular flight shall be the responsibility of the person making the booking for that flight irrespective of which member of the flight has incurred such charges.

- Each Nominee for a Playing Date shall be responsible to produce their own HKFC Membership Card on arrival at Lotus Hill Golf Resort and sign in their Playing Guests as guests at Lotus Hill Golf Resort, to acquaint themselves and such persons with the Lotus Hill Golf Resort Rules and Regulations, to ensure that all charges incurred by themselves or their Playing Guests at Lotus Hill Golf Resort for caddies, trolleys, accommodation, food and beverage and other purchases are settled in cash or by credit card before leaving Lotus Hill Golf Resort, to report to HKFC any "no-shows" or substitutions within their flight and any other flights on the Playing Date concerned and to report to the HKFC Golf Society any improper behaviour or breach of Lotus Hill Golf Resort Rules and Regulations. No Playing Guest maybe substituted for the person named on a Booking Form other than in accordance with these Rules: any Nominee breaching this stipulation may be barred from future use of these Memberships. Nominees shall also be responsible for distribution of ferry tickets acquired by HKFC for any of their Playing Guests who are not HKFC Members.
- 14. Subject to Lotus Hill Golf Resort Rules and Regulations, GS Members may play in such groups as they wish (provided at least one Nominee is in each group), but the Playing Guests who are not GS Members must be accompanied by the GS Member who is their host. In the event that a Nominee is left as the sole player in their flight, failing other arrangements, the flight with the highest Membership Account Card number which has a vacant place must accept that person as a Player in that flight (if no vacancy exists, failing other arrangements, at least one player from the 4-ball flight with the highest Membership Account Card number must play with the Nominee affected). Any players wishing to play more than one round on any one day may only do so if they are Nominees or form into a group or groups (not exceeding a 4-ball) inclusive in each case of at least one Nominee, and provided that such extra rounds shall not prejudice the tee-off time for the round for which any Nominee shall have responsibilities towards Playing Guests relating to that Membership.
- 15. A breach of these Rules or of the Lotus Hill Golf Resort Rules and Regulations by any HKFC Member or their Guest shall be deemed to be a breach of HKFC Bye-laws and actionable accordingly
- 16. Playing Fees, Green Fees, Penalties, ferry ticket charges and caddy fees (if contracted for) and any other charges which the Club may be required to pay to Lotus Hill Golf Resort will be debited as appropriate to each HKFC Member's account in respect of their own and their Guests' liabilities. HKFC Members affected by circumstances set out in Rules 9 and 10 in respect of Visitors Fees will have their HKFC account credited as appropriate.
- 17. The HKFC Golf Society may block book any Playing Dates for tournaments or matches at any time provided that a minimum one month's notice is given to any GS Member that has already submitted a Booking Form for that Playing Date.
- 18. Coaching for players must be arranged only with coaches approved or appointed by the General Committee in conjunction with Lotus Hill Golf Resort.
- 19. All persons utilising these Memberships, whether as Nominee, Playing Guest or otherwise, do so at their own risk. HKFC will not be responsible for any injury, accident, damage or loss to persons utilising these Memberships and Lotus Hill Golf Resort or whilst travelling to or from Lotus Hill Golf Resort.

APPENDIX I

SUMMARY OF KEY DATES

	Booking Open	Booking Close	Subsequent Bookings Closing
Weekday	15 weeks before	15 days before	2pm on the working day before
Weekends/ Public Holidays	15 weeks before	31 days before	2pm on the working day before