

# Club Rules & By-laws

GWADAR GYMKHANA has established the following rules ("Club Rules") to govern the use of all Club facilities and to promote the health, safety, welfare, and enjoyment of Members using the Club facilities. The objects of the Club shall be the furtherance of Social and Sporting activities (non-political). A Member shall be entitled to all the privileges of the Club subject to the limitations imposed by these Rules herewith (and By-Law). The Club may, in its sole discretion, amend these Club Rules from time to time. Amendments will be effective once the members are notified through the office. These Club Rules shall apply to all persons using the Club facilities, whether a Member, other authorized user or guest. The Club Manager shall be the Club's representative for the purpose of implementing and enforcing these Club Rules. In case of infringement of these Rules, or if the conduct of any Member in the premises of the Club is, in the opinion of the club Managing Committee, injurious to the reputation and wellbeing of the Club, the Committee may take such action as it may deem fit. Should such action take the form of expulsion, the Member shall forthwith cease to be a Member of the Club. The Club shall consist of such Members as the Managing Committee may from time to time evaluate applicants who have paid all outstanding dues. A waiting list of applicants desirous of becoming Member may be kept.

### I. Hours of Operation:

- a. The facilities of the GWADAR GYMKHANA are available for use only during such operating hours as the Club determines and publishes from time to time.
- b. The Club may restrict or reserve the use of portions of the Club facilities for maintenance, special events or private parties during normal operating hours from time to time.

#### II. Membership Status:

- a. The applicant member is a life time permanent member with spouse(s) and children.
- b. At applicant member's discretion spouse member is a life time permanent member, additional fee maybe applicable if more than one spouse.
- c. Children of applicant member below 18 years of age will hold child membership.
- d. Children of applicant member between 18 to 30 years of age will hold household membership, additional fee maybe applicable at the time of applying and based on the membership plan.
- e. Existing household member with age above 30 will be required to apply for temporary membership, additional fee maybe applicable and will be required to pay monthly subscription fee.
- f. After the marriage of existing household member, the member will be required to apply for temporary membership, additional fee may be applicable and the member will be required to pay monthly subscription fee.
- g. Once eligible for temporary membership due to marriage or turning 30 in age, the member must apply for temporary membership within the next two years or else, the full membership fee at the time will have to be paid.
- Existing Temporary member after using 3 years of club facilities will be required to apply for permanent membership, additional fee
  maybe applicable.

### III. Membership Cards:

- a. The Club may issue membership cards to each Member, and at Applicant Member's discretion to Spouse(s), Child/Children (age up to 30 and un-married) and authorized users, identifying the authorized holder and the sponsoring member, if applicable, the category of membership, and the member's account number & duration.
- b. Membership cards shall be carried at all times while using the Club facilities. A membership card may be used only by the person to whom it is issued.
- c. To issue membership cards to children, the members will charged with a fee as prescribed by the Club.
- d. If membership cards are lost or stolen, the members must report to the Club immediately. The Club will issue the new card(s) once the prescribed new card fee is paid by the members.

#### IV. Club Accounts:

- a. All food, beverage and other purchases charged to a Member's Club account will be paid through Gwadar Gymkhana's electronic membership card.
- b. A monthly subscription fee and a security deposit for food and beverages will be notified to the Members for payment.

#### V. Notices:

a. Each Member shall give a written notice to the Club of the Member's mailing address to which the Club should redirect all notices and receipts.

### VI. Food and Beverage Services:

- a. Food and Beverages will be sold and served and may be consumed on the Club premises only as permitted under the city law of Gwadar.
- b. The Club reserves the right in its sole discretion, to refuse service to any person who appears to have an intoxicated behavior.
- c. Outside catering, are not permitted.
- d. No person shall bring or consume food or beverages on the Club premises except those furnished by the Club.
- e. Club Members will not deliver food or beverages to locations away from the immediate authorized areas of the club.

#### VII. Advertisements and Solicitations:

a. No member or person shall post or circulate commercial advertisements or petitions on the Club premises or use the Club's membership roster for any purpose other than official Club business without the Club's prior approval.

#### VIII. Club Personnel and Operations:

- a. No person other than the Club and its designees shall supervise, give direction to, or reprimand Club Members.
- b. Verbal or physical abuse or harassment of Members will not be tolerated.
- No Member shall request special favors or special series from Club Employees or send any Employee off of the Club premises for any reason.
- d. No Member shall request use of Club equipment, supplies, or services that are not normally made available for use by Members.
- e. To facilitate the proper management of the Club facilities, all complaints, criticisms or suggestions of any kind relating to any Club operations or personnel should be in writing, signed, addressed and delivered to the Club Manager.

### IX. Gratuities:

- a. For the convenience of all Members and authorized users of the Club facilities, a 10% gratuity may automatically be added to all food and beverage sales (15% banquet sales) and will be distributed to the service personnel. Members should feel free to increase this gratuity as they feel appropriate.
- b. Cash tipping of golf cart personnel and locker attendants (if applicable) is a matter of personal discretion within reasonable limits. For tipping suggestions, please consult the Club Manager.

# X. Children:

- a. The Club may post policies at each facility prohibiting use by persons under a specified age, or restricting use by children under a specified age unless accompanied and supervised by an adult, which policies shall be observed at all times unless otherwise approved by the Club Manager.
- b. Children under 18 years of age are not allowed to use the Club facilities after 10:00 p.m. without the express permission of the Club Manager unless accompanied by an adult.
- c. Any person who brings a child onto Club facilities is responsible for the child's conduct and safety while on the premises.

### XI. Attire:

- a. All persons using the Club facilities are expected to dress in a manner consistent with the specific dress policies published or posted by the Club from time to time for particular areas and activities.
- b. Members are responsible for advising their guests as to dress appropriately.
- c. Shirts and shoes shall be worn at all times on the Club premises, except in pool areas.
- d. No bathing suits are permitted outside the pool unless covered with appropriate attire.

#### XII. Animals:

a. Dogs and other pets are not permitted on any portion of the Club premises, except under special circumstances when authorized by the Club

#### XIII. Club Property:

a. No person shall remove any Club property or furniture from the Club premises or the area in which it belongs without permission of the Club.

### XIV. Personal Property:

- a. Each Member, as a condition of membership, and each designee, authorized user and guest, as a condition of invitation to the Club facilities, assumes the sole responsibility for his or her personal property.
- b. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club premises.
- c. Any such personal property which is left in or on the Club facilities for six (6) months or more may be disposed of, and the proceeds, if any, shall belong to the Club.

### XV. Liability for Use of Club Facilities; Assumption of Risk:

- a. Members of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Member, authorized users or guests. The cost of repairing any such property damage shall be charged to the responsible Member's club account.
- b. Any Member, authorized user or guest who, in any manner, makes use of or accepts the use of any apparatus, equipment, facility, privilege, or service whatsoever owned, leased or operated by the Club, or who engages in any tournament, game, function, special event, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, does so at his or her own risk and agrees that the Club shall have no liability for personal injury or damage to personal property occurring in the course of or arising out of such use.

# XVI. Parking:

a. Vehicles shall be parked only in paved areas designated for parking. "No Parking" signs and reserved parking designations must be observed. Violators may be towed at the vehicle owner's expense.

### XVII. Smoking:

a. Smoking is not permitted inside the clubhouse or in any area where food and beverage is serviced. Designated areas outside have been provided for smoking.

#### XVIII. Fireworks:

a. Absolutely no fireworks are permitted anywhere on the Club premises except as part of a fireworks exhibit organized and conducted by the Club.

#### XIX. Weapons:

a. No firearms or other weapons of any kind are permitted on the Club premises at any time.

### XX. Baseless Allegations Against the Club

a. Any member found making baseless allegations against the club, whether through social media, public platforms, or verbally within their community, shall be subject to immediate termination of their membership. The club reserves the right to take legal action

against such members for defamation or any other applicable charges.

### XXI. Non-Discrimination Policy:

a. Club members shall not discriminate against any individual on the basis of race, color, religion, marital status, age, national origin, ancestry, physical or mental disability, medical condition, pregnancy, genetic information, gender, sexual orientation, gender identity or expression, veteran status, or any other status protected under federal, state and city law of Gwadar.

### XXII. For Provisional Memberships:

- a. All Club Rules & By-Laws will be applicable on Provisional Members.
- b. The allocation of Membership shall remain provisional until all outstanding dues are received by the club.
- c. The applicant must within company's specified time make full payment of membership. If the payment is not received by the club by the notified dates, the provisional allocation of membership will be cancelled.

### XXIII. Reciprocal Members:

- a. The privileges granted will be subject to presentation of the membership card, or a letter of introduction addressed to Secretary/Manager on each occasion that a Reciprocal Member wishes to use the facilities of the Club.
- b. Reciprocal Member is entitled to enjoy all the facilities available subject to their availability.
- c. Privileges extended may be cancelled without notice for failure to comply with the host Club's rules and regulations.
- d. Reciprocal Member will be permitted to book rooms on request subject to the availability.
- e. Reciprocal Member shall pay visit to maximum 120 days per year and for a period of not more than fourteen consecutive days. Specific Committee approval would be required for a stay longer than fourteen days. The use of all the facilities of the Club during normal business hours is extended to Reciprocal Members. The use of a Club for functions outside normal business hours must be arranged for in advance with the Club.
- f. Reciprocal Members will settle their account prior or upon departure. Payment will be made in cash or credit card.
- g. Existing Club rules at any time on use of Club are binding on Reciprocal Members.
- h. The Reciprocal Member and his/her family (spouse and children) would be allowed to avail the facilities of the Club. For larger groups Secretary's approval would be required.
- Reciprocal Members using the Gwadar Gymkhana's lodging facility will pay the Room Charges as per Gwadar Gymkhana members' prescribed tariff.
- j. For Reciprocal Members wishing to use the reciprocal facilities at Gwadar Gymkhana for buffet lunch on Sunday/Holidays, an advance booking will be required. Tariff as applicable to Gwadar Gymkhana members will be charged.
- k. Reciprocal Members are to strictly maintain discipline adhere to the dress code. Any violation of discipline will be reported to the Club's discipline committee for necessary action as per Club rules.

# XXIV. Use of Reciprocal Clubs:

- a. Members visiting reciprocal clubs will require an introduction letter from Gwadar Gymkhana. Request for introduction letter must be submitted in hard copy or via email stating the following:
  - Name
  - · Membership number
  - · Contact number
  - · Reciprocal club of intended visit
  - · Start date of usage
  - End date of usage
- b. The Club will require at least one week's notice to prepare the letter for local reciprocal clubs and two weeks' notice for overseas reciprocal clubs.

#### XXV. Guests:

- a. Club members are allowed 10 guests per membership. For more guests, special club approval would be required.
- b. Guests will only be allowed to use dining facilities of the club subject to the presence of the Member.
- c. Only Founder Members can have one of their guests use the club's sports facilities subject to the presence of the Founder Member.

- d. Guests will only be allowed the sports and business facilities If they have lodged at the club.
- e. Rooms for Guests can only be booked by Members subject to the presence of the Member throughout the Guest's stay.
- f. All payments related by the guests will be against the Club member's membership number.

### XXVI. Unacceptable behavior:

a. The club expects all members to conduct themselves in a professional manner when interacting with other members, reciprocal members or club employees. All members should consider their own behavior and the impact that it can have on others. Any unacceptable behavior will lead to termination of membership. Unacceptable behavior (including bullying, harassment and victimization) may involve actions, words or physical gestures that could reasonably be perceived to be the cause of another person's distress or discomfort.

### XXVII. Transfer of Membership:

- a. Only memberships with Permanent Membership status can be transferred.
- b. If applicant member has a child / children (if any) who are married or above the age of 30, the membership will be non-transferable. This is because married children and children above the age of 30 will be beneficiaries in applying for separate memberships.
- c. Applicant member cannot transfer their own membership to their children (if any).
- d. Transfer fee will be 5% of the current membership fee.

## XXVIII. Honorary Memberships:

- a. The membership will only be extended to the Honorary Member, and will stay until the lifetime of the Honorary Membership.
- b. The Honorary membership is non-saleable and non-transferable.

### XXIX. Payment Guidelines and Policy:

- All payments made by the applicant are non-refundable.
- b. Gwadar Gymkhana does not engage with agents or dealers.
- c. The membership fee and processing fee are subject to change without prior notice. Applicant must pay the current membership fee as indicated on our official website.
- d. All payments are to be remitted solely to the designated bank account provided herewith. Any payments directed to an account other than the aforementioned will be deemed non-compliant and, accordingly, not accepted.

Title: Gwadar Gymkhana Pvt. Ltd - Bank Al Habib Limited (Clifton) Branch Code 1241 Account number: 1241-0981-063986-01-1 - IBAN number: PK22 BAHL1241098106398601

Title: Gwadar Gymkhana Pvt. Ltd - Bank Alfalah (Sea View) Branch Code 0163 Account number: 0163-1008382404 IBAN number: PK29 ALFH0163001008382404

### XXX. Departmental Contacts and Correspondence Details:

Please direct all communication to the following departments

- Member Services Department: For correspondence regarding membership approval and membership cards. Email: member.services@gwadargymkhana.com.pk
- b. Reciprocal Department: For introduction letters for reciprocal clubs. Email: reciprocal@gwadargymkhana.com.pk
- c. Finance Department: For matters relating to bank payments and monthly installments. Email: finance@gwadargymkhana.com.pk

### XXXI. Application of Club Rules & By-Laws:

a. All Club Rules & By-Laws will be applicable on all types of Members.

**XXXII.** The Club Rules & By-Laws are subject to change, as deemed appropriate by the Club.

Secretary, Gwadar Gymkhana

Helpline: +9221-111-947-111 Email: info@gwadargymkhana.com.pk Club Address: 1, Club Road, North Darbela, Gwadar, Pakistan. Karachi Office: Suite 207, The Plaza, Khayaban-e-Iqbal Block 9 Clifton, Karachi, Pakistan.