



# RULES & REGULATIONS BYLAWS

**Effective from 1st January 2021**

Please go through the Rules & Regulations carefully as they are applicable to all the members of the Club. You are deemed to have subscribed to the Rules & Regulations when you enroll for a membership in the club.

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## Section 1: General

### I. Preamble, Objective, Premises and Applicability

#### 1. Preamble

The Galaxy Club is fully owned and managed by Brigade Hospitality Services Ltd (BHSL), 29th Floor, World Trade Center, Brigade Gateway Campus, 26/1 Dr. Rajkumar Road, Malleswaram, Bangalore - 560055 (hereinafter referred to as the Management / Company).

No member in whatsoever category will have any right of ownership over the same.

#### 2. Objective

The objective of the Galaxy Club is to provide for use and enjoyment by the members of the club, facilities for recreation, entertainment, dining and / or such other activities as the Management may decide from time to time at its discretion.

#### 3. Premises

The place of business of the Galaxy Club is situated at the Brigade Gateway Campus, 26/1, Rajkumar Road, Malleswaram, Rajajinagar, Bangalore – 560 055.

#### 4. Applicability

- 4.1 The Club offers memberships to eligible persons, corporate and such other non-individual entities and organizations to use the facilities provided by it, at the prescribed fee and on such terms as laid down herein and as may be amended from time to time. The Club may enter into an arrangement to provide exclusive use of the facilities to select organizations, entities for limited hours and days, on terms and conditions separately agreed to between the two parties.
- 4.2 The members subscribing to the membership of the Club, in whatsoever category, agree to abide by the rules, regulations, guidelines, etc. as may be laid down and may be added / deleted / amended from time to time by the Management.

- 4.3 All decisions regarding management, constitution, membership, usage of facilities and any other issues relating to the club will be made by the Management at its sole discretion.
- 4.4 All rules, regulations, guidelines, etc. as applicable to the members shall be intimated to them from time to time and also displayed on the notice board at the club.
- 4.5 The Club Rules are subject to revision from time to time. During new revision members will be notified through the notice board.

## II. Definitions and Meanings

1. *“Club”* refers to the Galaxy Club, located in the Brigade Gateway Campus, 26/1, Dr. Rajkumar Road, Malleswaram, Rajajinagar, Bangalore – 560 055.
2. *“Management”* refers to the management of the Club, for the present with the Brigade Hospitality Services Ltd, 29th Floor, World Trade Center Brigade Gateway Campus, 26/1 Dr. Rajkumar Road, Malleswaram, and Bangalore 560055.
3. *“Brigade Gateway Apartment Owners”* refers to the Brigade Gateway Campus, unless the context clearly indicates otherwise.
4. *“Owner(s)”* refer to owner(s) of apartments (flats) in the Campus, and not owners of other buildings, shops, and establishments situated in the Campus. Owners could be individuals or non-individuals such as corporate and similar entities, collectively referred to as Corporate hereinafter.
5. *“Ownership”* is represented by the title to the apartment / buildings held by individuals either singly or jointly, or by corporate understood in the context of the Club to include non – individual entities.
6. *“Family”*, for the limited purpose of the rules and regulations of the Club membership, would be interpreted to include:
  - Owner / Joint Owners. (First named to be the Principal Member).
  - Any four residents of an apartment including principal member, as above, may be nominated, as long as they are related by blood and must be permanent residents in that apartment. This will include

spouse, children, brothers, sisters, dependent parents, parents- in-law, daughters - in - law & grandchildren of Principal Member. Maximum number of cards will however continue to be restricted to four.

- Third child in a family (of principal member) may be included in primary membership without extra charges. An additional fifth card will be issued. Applicable for 1a, 1b and 3a membership categories only.
- For 2a and 2b categories third child may be added by paying additional fifty percent (50%) of prevailing monthly subscription

Note:

- The management will ask for appropriate proof, supporting documents, certificate in the matter.
- Cousin, niece, family of brothers & sisters (i.e. spouse & children), brother/sister- in- law are not permitted.

7. *“Membership Categories”*: There are basically three categories \*

- Brigade Gateway Apartment Owners
  - 1a.** Individual and Senior Citizen over 65 years of age.
  - 1b.** Corporate
- Non Residents - Member.
  - 2a.** Non-Resident Individual.
  - 2b.** Non-Resident Corporate.
- Temporary.
  - 3a.** Tenants of Brigade Gateway.
  - 3b.** Miscellaneous.

8. *“Membership Types”*: There are three types of Memberships:

- Principal.
- Add-on.
- Additional.

9. Every category of membership defined in Point no. 7 is eligible for Principal and Add – on membership except category 3b. Additional memberships can be considered for membership categories 1a, 1b and 3a only, and not for 2a, 2b and 3b.
10. *“Membership Fee”* refers to the one time Non-refundable fee collected at the time of granting membership to the Club.
11. *“Monthly Subscription”* refers to the subscription required to be made for maintaining the validity of the membership, irrespective of the usage of the facilities and the subscription is applicable from the date of possession of the apartment for Brigade Gateway Apartment Owner. ([Refer page no: 17](#))
12. *“Transfer Fee”* refers to the fee payable for transfer of membership arising out of change or ownership of apartment in the Campus, or in the case of Non-Resident individual members, by legal succession. (Transfer is not substitution). ([Refer Page no: 22 & 23](#))
13. *“Substitution”* allowable only in respect of Add on and Additional membership is subject to a substitution fee. ([Refer page no: 23](#))
14. *“Tariffs”* refers charges for use of different facilities in the Club as prevalent from time to time.
15. *“Tenure of Membership”* refers the period of time for which a member has been granted the membership at the club. The same has been mentioned in the tables under Section 3.
16. *“The mode of payment”* of bills will be either through credit / debit cards or by Cheque / Demand Draft. For all practical purposes, including payments, the Club will hold the Principal Member accountable. Cheque bounce will attract penalty charges as mentioned in Annexure 1.
17. *“Minimum Usage Charge (MUC)”* – Management may specify a minimum amount to be spent by a member each quarter on any of the paid facility of the club. Any differential amount not spent by a member during the specified quarter shall be debited to a members account as MUC and cannot be carried forward to the next quarter.
18. *“Minimum Deposit”* – Minimum Deposit is determined by the management from time to time (which at present is Rs. 5000/-) shall be maintained during

membership. Any bill outstanding will be debited from this deposit and member shall replenish to maintain mandatory balance.

*\* Quick Reckoner:*

1a- Brigade Gateway Apartment Owners – Individual Membership.

1b- Brigade Gateway Apartment Owners – Corporate Membership.

2a- Non-Resident Member- Individuals Membership.

2b- Non-Resident Members – Corporate Membership.

3a- Temporary Members - Tenants of Brigade Gateway.

3b - Miscellaneous.

## Section 2: Club Membership

- I. Membership Categories
  1. Brigade Gateway Apartment Owners.
    - 1a. Individual Owners (including joint owners and Senior Citizens).
    - 1b. Corporate (including Partnerships, Societies, Trusts etc.).
  2. Non- Resident Members
    - 2a. Non-Residents Individual
    - 2b. Non-Residents Corporate (including Partnerships, Societies, Trusts etc.).
  3. Temporary.
    - 3a. Tenants of Brigade Gateway Apartments
    - 3b. Miscellaneous.
      - Individuals (residing with members in Category 1a / 1b / 3a).
      - Corporate (including Partnerships, Societies, Trusts etc.)
      - BHSL Affiliated Club Members.
      - Honorary Members as invited by the Management.



## II. Principal Member and Add-On / Additional Members

### 1. The Principal Member and Add-on Members

The Principal and Add-on members for each category of members is as follows:

| Members Category and Eligibility |     |   |     |  |
|----------------------------------|-----|---|-----|--|
| Principal                        | 1a* | In the name of the Owner, or First of the Joint Owner                         | 1b* | In the name of the Company                                       |
|                                  | 2a* | In the name of the Individual   | 2b* | In the name of the Company                                       |
|                                  | 3a* | In the name of the Tenant, or   | 3b* | In the name of the nominee or Affiliated club member – applicant |
| Add-on                           | 1a* | Any three members of the family** (such as a spouse and 2 dependent children) | 1b  | Any three members of the family** of the resident nominee.       |
|                                  | 2a  | Spouse and 2 children   | 2b  | Spouse and 2 children for every nominee                          |
|                                  | 3a  | Three members of the family** living in the Brigade Gateway Campus            | 3b  | Not Permitted  |

\* “Family” refers to “Definitions and Meanings” (Page -3 and Point No - 6).

\*\* Add-on shall be conferred to family only.

#### Note:

- 1a – Category members (Principal and /or Add-on) may or may not live in the Brigade Gateway campus apartment owned by them, but they are liable to pay the monthly subscription. However, on permanent surrendering of the membership and upon returning of all the cards in their possession, the monthly subscription fee may be waived by the management at its sole discretion. The membership is along with their flat and Membership once surrendered cannot be revoked and nor membership amount is refundable. In the future if they opt for the membership, then new membership must be taken as per the prevailing fees.
- In the case of Non-Resident Member, (third dependent child/ dependant parents only) can be added as an additional member. An additional fifty percent (50%) of prevailing monthly subscription per month per additional member will be charged.

## 2. Additional Membership:

- Additional memberships will be allowed solely at the discretion of the management, subject to conditions regarding eligibility, the fee for admission, monthly subscription and tenure as may be decided from time to time.
- Parents of Principal Member & Spouse, family members of Principal Member (brother & sister only), if staying in the same apartment in Brigade Gateway Campus with club member, may be included as additional members on payment of separate monthly subscription i.e. fifty percent (50%) of prevailing monthly subscription or as prescribed for each such extra member.
- Senior citizens aged 65 years and above living in a Brigade Gateway Campus with a club member may be granted the additional membership on payment of a separate monthly subscription i.e. twenty-five percent (25%) of a prevailing monthly subscription or as prescribed for each such extra member.
- The number of additional memberships shall be restricted to a maximum of 3.
- Unless the Principal extends tenure of membership, the validity period of the additional membership will be restricted to one year or less, provided that the Principal Membership to which this is related is current. (effective)
- Additional membership will be considered only in relation to category 1a\*, 1b\* and 3a\* who reside in the Campus.

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*\* Quick Reckoner:*

1a\* - Brigade Gateway Apartment Owners - Individuals Membership.

1b\* - Brigade Gateway Apartment Owners - Corporate Membership.

3a\* - Temporary Members - Tenant at Brigade Gateway.

### III. Membership Cards

#### 1. Issue / Usage of Membership Cards:

- The management will issue a membership card to each member and upon application. A dependent member's card will be issued to each of the family member's viz., spouse and dependent children.
- Members shall carry their membership cards with them at all times while in the club premises. Cards shall be presented at the entry / reception desk on arrival. Membership cards shall also be presented while signing club bills, obtaining lockers and towels, and if so requested, to any executive staff of the management.
- The membership card is not transferable and shall be used only by the person whose name and photograph appears on the card. Using other member's cards will be considered as trespassing. Principal Member will be responsible for any misuse of club membership cards.
- Members must notify the management promptly in the event of a loss of the membership card. The replacement of the card will be subject to a charge as may be prescribed in Annexure 1. Until notification is made to the management in writing, the member will remain liable for any bills signed on the specified membership card.
- Upon a person ceasing to be a member, he shall return all membership cards to the management to avoid loss of card charges applicable per card
- A member shall carry his / her membership card at all times and will indicate his / her membership number while signing any invoices for supplies and services.

#### 2. Use of Membership Cards by Dependent Members:

- A dependent member shall carry his/her membership card at all times and will indicate his/her membership number while signing any credit vouchers for supplies.

- A dependent member shall not introduce guests to the club.
  - Dependent members who are issued membership cards may utilize the club’s amenities and sign all bills, which are to be in turn, paid by the respective principal member.
  - Dependent members do not have any guest signing privileges. The card is solely for their personal use at the club.
3. Maximum Number of Cards for each category:

| Member Category  | Membership Type |        |                |
|--|-----------------|--------|----------------|
|  | Principal       | Add-on | Additional     |
| Brigade Gateway Owners                                     |                 |        |                |
| -Individuals (1a)  | 1*              | Max 3  | Max 3**        |
| -Corporate (1b)  | 1               | Max 3  | Max 3**        |
| Non-Resident Member- Individuals Membership (2a)           | 1               | Max 3  | Not Applicable |
| Non-Residents Corporate (2b)                               | 1               | Max 3  | Not applicable |
| Temporary Members – Tenants at Brigade Gateway Campus (3a) | 1               | Max 3  | Max 3**        |

\* As stated in the Note on Page 8, the Principal Member may or may not live in the Brigade Gateway Campus.

\*\* The facility of additional membership is not available if the Principal Member does not live in the Brigade Gateway Apartment Campus.

Note: Membership Category 3b is not eligible for additional memberships.

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\* Quick Reckoner:

2a - Non-Resident – Individuals Membership.

2b - Non-Resident – Corporate Membership.

3b - Miscellaneous.

## Section 3: Membership: Terms and Conditions

### I. Brigade Gateway Apartment Owners

| Sl No | Salient Terms & Conditions   | Members Category  |   |
|-------|--|---|---|
|       |  | Brigade Gateway Apartment Owners- (1a)*   | Brigade Gateway Apartment Corporate-(1b)*                                     |
| 1     | Principal Membership in the name of  | Individual Owners   | Company   |
|       |  | Individual Owner who are Senior Citizen over 65 years of age.   |   |
|       |  | Owners including Senior Citizen or, in case of a joint owner, the first-named.                        |   |
| 2     | Numbers of Add-on members  | Three members of the family*  | Three members of the family* living with the resident nominee of the Company  |
|       |  | In the case of Senior Citizen only one Add-on   |   |
| 3     | Tenure of Membership   | Upto year 2050 from the month of commencement of the membership                                       | Upto year 2050 from the month of commencement of the membership               |
| 4(a)  | Transfer of Membership by Sale / Gift.   | Will be permitted subject to payment of a transfer fee, as specified by Management from time to time. | Not permitted. The new owner has to take a new membership on specified terms. |
| 4(b)  | By Inheritance or Legal succession by the joint owner or one legal heir of the first of the joint owners to whom the apartment/ villa is transferred | Will be permitted subject to payment of a transfer fee, as specified by Management from time to time. | Not applicable.   |
| 5     | Responsibility for payment of monthly subscription by  | Principal membership holder   | Resident nominee or Principal membership holder, as the case may be.          |

|   |  |  |   |
|---|--|--|---|
| 6 | Responsibility for all payments other than monthly subscription by | Principal membership holder              | Resident nominee or Principal membership holder, as the case may be. The club will not entertain any inter-se dispute and will hold the principal member responsible. |
| 7 | Responsibility for payment of Membership fee                       | Owner or first named of the joint owners | Owner   |

**Note:**

\* “Family” refers to “Definitions and Meanings” (Page -3 and Point No-6).

1. In case there are Co-Owners in an apartment and first of the Co- Owners does not want to be a member of the club, then he/she can nominate irrevocably other Co-owner (or if there is more than one, one of them as may be decided by the first of the Co-Owners) to be the club member by giving consent letter in writing.
2. Thereafter the other Co-owner (or such of the Co-Owners as may be designated by the first of the Co-Owners) will become the principal member and family definition as given in club rules & regulations will be applicable to him/her. The first of the Co-Owners who have thus opted out of the club membership will forfeit his/her right of club membership forever and he/she cannot withdraw the consent so given at any time.

## Membership: Terms and Conditions

### II. Non-Resident Members

| Sl No | Salient Terms & Conditions   | Members Category   |   |
|-------|--|--|---|
|       |  | Non-Resident Members-(2a)  | Non-Resident Corporate-(2b)   |
| 1     | Principal Membership in the name of                                | The first applicant.   | The Corporate's principal nominee (includes partnerships, societies, trusts, etc.)  |
| 2     | Number of Add-on members   | Three members of the family*   | Three members of the family of each nominee of the corporate.   |
| 3     | Tenure of Membership   | As per the membership tenure   | As per the membership tenure  |
| 4(a)  | Transfer of Membership by Sale / Gift.                             | Not permitted.   | Not permitted.  |
| 4(b)  | By Inheritance or Legal succession :                               | Will be permitted for the balance unexpired period to the legal heir, subject to payment of a transfer fee, as specified by Club Management from time to time. | Not applicable.   |
| 5     | Responsibility for payment of monthly subscription by              | Principal membership holder  | Principal membership holder.  |
| 6     | Responsibility for all payments other than monthly subscription by | Principal membership holder  | Principal membership holder or respective membership holder, as the case may be. The club will not entertain any inter-se dispute and will hold the principal member responsible. |
| 7     | Responsibility for payment of Membership fee                       | Principal membership holder  | Corporate   |

\* "Family" refers to "Definitions and Meanings" (Page - 3 and Point - 6).

## Membership: Terms and Conditions

### III. Temporary Members

| Sl No | Salient Terms & Conditions   | Members Category  |   |
|-------|--|---|---|
|       |  | Temporary Members – Tenants at Brigade Gateway (3a)   | Miscellaneous (3b)  |
| 1     | Principal Membership in the name of  | Tenant (First named) as mentioned in the Lease / Rent Agreement   | Applicant.  |
| 2     | Number of Add-on members   | Three members of the family* living with the Principal Member   | Not applicable  |
| 3     | Tenure of Membership   | Upto Maximum of 3 years, subject to validity of lease, rental agreement.                                | Maximum of 1 year, except in the case of applicant of an affiliate club member this will be restricted. |
| 4(a)  | Transfer of Membership by Sale / Gift.   | Not permitted.  | Not applicable.   |
| 4(b)  | By Inheritance or Legal succession   | Not applicable.   | Not applicable.   |
| 5     | Responsibility for payment of monthly subscription and all other payment (single tenant)         | Tenant- Principal member**  | Member Concerned.   |
| 6     | Responsibility for payment of monthly subscription and all other payments (more than one tenant) | In case of more than one tenant they all will pay separate monthly subscription and all other payments. | Applicant.  |
| 7     | Responsibility for payment of Membership fee   | Tenant- Principal member.<br>All the individual tenants.  | Not Applicable  |



- \* “Family” refers to “Definitions and Meanings” (Page - 3 and Point - 6).
- \*\* Tenants have to submit the letter of consent from the member (owner) and fulfill all necessary formalities as notified to become a member to use the club facilities. The owner shall be responsible for any unpaid balance of the tenant.

Note:

On termination of Tenant’s membership, the owner should insist on No-Due Certificate from the tenant, obtained from the club.

## Section 4: Club Fees

### I. Membership Fee and Monthly Subscription

| Sl no | Membership Category                            | Membership Fee   | Monthly Subscription   |
|-------|--|--|--|
| 1a    | Brigade Gateway Owners<br>(I) Individuals      | As collected at the time of original purchase of flat.   | As notified by the Management from time to time.                     |
| 2     | (II) Individual Senior Citizen                 |  | Half of the any amount notified by the Management from time to time. |
| 1b    | Brigade Gateway Owners –Corporate              | As collected at the time of original purchase of flat.   | Any amount notified by the Management from time to time.             |
| 2a    | Non-Brigade Gateway Members - Individuals.     | Any amount prescribed by the Management from time to time  | As notified by the Management from time to time.                     |
| 2b    | Non-Brigade Gateway Members- Corporate         |  |  |
| 3a    | Temporary Members – Tenants at Brigade Gateway | <p>When Owner &amp; Tenant both use Club facilities:</p> <p>1). Tenant shall pay the amount (Refer Annexure 1) notified by the Management from to time as non-refundable membership fee.</p> <p>2). Both Owner &amp; Tenant should pay all applicable charges and subscription charges individually.</p> |  |

|    |   |  |  |
|----|---|--|--|
| 3a | Temporary Members<br>– Tenants at Brigade<br>Gateway Apartments | When only Tenant uses Club<br>facilities:<br><br>1). Refer Annexure 1<br>2). Tenant should pay<br>monthly subscription and all<br>applicable charges. Please<br>refer Annexure 1 & 2 |  |
| 3b | Miscellaneous:  |  |  |
|    | i) Individual   | As mentioned above   |  |
|    | ii) Corporate   | As mentioned above   |  |
|    | iii) Affiliate Club<br>Member                                   | As prescribed by<br>management from time to<br>time.   |  |

**Note:**

Where a Resident Member has more than one apartment in the campus, the subscription shall be charged for all apartments.

All payments to be made in favour of - **“Galaxy Club”**.

1. Membership fee once paid is NOT refundable under any circumstances.
2. Taxes applicable from time to time on the membership fee and monthly subscription or any other fee shall be levied at the rate prescribed.
3. Monthly subscription and taxes are payable whether or not using the facilities of the club.

## II. Minimum Usage Charge (MUC)

Where applicable, there shall be a minimum usage charge (MUC) applicable to all members at a rate prescribed by the Management for a block of every three months.

1. All members are expected to spend generally a minimum of this amount at the club on services (specified by the club) other than the subscription, transfer fee and other club fees over a period of three months.
2. In the event however of a member not having spent this amount over a period of three months, the difference between the amount spent and the MUC shall be debited to his account.
3. For the purpose of operation of this MUC, the club will not entertain any cash transactions.
4. Members are supposed to keep a minimum deposit of Rs. 5000/- in their respective account and can avail of the paid facility against this deposited amount. They are required to pay their dues on or before the specified date on receipt of monthly bills. Members are advised to keep sufficient balance in their accounts (Rs.5000/-) with the club to use the facilities. No cash transactions are permitted at any point of sale.
5. Temporary exemption may be considered for such members who leave Bangalore for a minimum period of 3 months during the relevant quarter. Members are required to apply for such exemption in the prescribed manner along with the submission of relevant documents.

### III. Non – Payment of Monthly Bills and Defaulters Payment of Dues.

1. All subscription fees and other dues shall be paid at the rates fixed from time to time by the management and shall commence from the month of induction as a member.
2. Principal Members are required to pay the prescribed monthly subscription irrespective of whether the facilities are used or not. Usage of the facilities, except those marked “free”, is subject to the tariff as may be notified from time to time.
3. Billing month will be a calendar month and dues must be paid within 15 days from the date of the bill, failing which penal interest of 3% per month will be charged. Any non-receipt of the bill must be intimated to the management. Non-receipt of the bill will not be entertained as an excuse for non-payment of the bill and also any dispute with regard to the amounts of the bill should not be a reason for non-payment.
4. After 30 days from the date of the bill if the dues are not paid, the member will be suspended from membership for a period as determined by the Management, such members shall not be allowed to use any facilities of the club.
5. If the dues are not cleared even after three reminders and if 90 days have elapsed from the date of the bill, the membership shall be terminated / suspended.
6. Re-activation of terminated / suspended membership is subject to payment of all dues including accumulated monthly subscription charges, interest charges, re-activation fees, 1 year subscription charges in advance and any other charges as may be decided by the management.
7. Cases where the club has omitted to bill any of the charges to a member’s account due to an oversight or error does not exempt the member from paying such charges on the ground it was not charged earlier.
8. Payment shall not be withheld for any objection or want of clarification.
9. A member suspended from membership may apply for revocation of

suspension subject to payment of all dues including penalty and management may at its sole discretion, revoke the suspension/ termination at such terms as may be decided by the management. Memberships terminated on disciplinary grounds are not eligible for re-activation.

10. Members under no circumstances shall be eligible to seek re-activation of their membership after expiry of 3 years from the date of termination/suspension of membership.
11. Without prejudice to the rights of the management as provided herein above, the management shall have the power to restrict or insist on a deposit or additional deposit from a member who is in its opinion irregular in payments of his / her dues to the club.
12. A member's failure to clear the arrear even after the third final reminder may result in termination of his/ her name being permanently struck off from the members' register.

#### IV. Suspension and / or Termination of Members

##### 1. Suspension of Members:

The membership of the club shall be suspended in the following situations:

- i) For non-payment of dues as provided above.
- ii) For any alleged misconduct in the club or outside the club, which in the opinion of the management is injurious to the reputation and interest of the club or is likely to disturb the order or harmony of the club and management is satisfied.
- iii) The period of suspension could vary from three months to six months.

##### 2. Termination of Members:

The membership of the club shall be terminated under the following situations:

- On resignation.
- For non-payment of dues as provided above.

- On death.
- On being declared of unsound mind.
- On being adjudicated as insolvent.
- On being convicted by any Court of Law and sentenced to imprisonment.
- For any alleged misconduct in the club or outside the club, this in the opinion of the management is injurious to the reputation and interest of the club or is likely to disturb the order or harmony of the club.
- In the situation mentioned in clause above i.e. **on being convicted by any Court of Law & sentenced to imprisonment**, if the management is satisfied that there is a prima facie case against such member, it may order a suspension of the member for a period as deemed fit or until the management takes appropriate decision whichever is earlier.

## V. Transfer and Substitution Fee

### 1. Temporary Members – Tenants at Brigade Gateway

In the event of an owner renting out the apartment, he may either retain the club membership for his usage or alternatively transfer his membership temporarily to his tenant.

When the Owner retains the Club Membership

- He shall continue to pay all monthly and related charges to the club as applicable.

When Tenant & Owner both use the Club Facilities.

- Owner shall continue to pay all monthly and related charges to the club as applicable.
- The tenant shall pay the non-refundable amount and all applicable charges prescribed by management from time to time

When Owner transfers the Club Membership to Tenant.

- The owner will forfeit his entitlement to use of the club till he allows tenant to use.
- The tenant will pay a one-time transfer fee amount prescribed by management. This transfer fee is not refundable irrespective of the tenure of the tenancy agreement. The tenant will pay a monthly subscription & all charges as per rules.
- The maximum tenure of such Tenant membership will be 3 years. The membership must be renewed after 3 years by paying the transfer fee again and other charges as per the prevailing rate.
- In the event of tenant/ tenants defaulting on clearing club bills, subscription or any other charges, the concerned owner shall be required to clear the bills including all the penalties.
- In case of an apartment being rented out to more than one tenant, each tenant will take separate membership and pay the separate transfer fee, monthly subscription fees and related charges.
- In case a tenant shifts apartment within Brigade Gateway Apartments he will be required to pay Flat Interchange processing fee & prevailing cost of new membership cards as mentioned in [Annexure 1](#).

1. Owners – Transfer / Sale Fees:

Please refer [Annexure 1](#)

2. Substitution Fee:

- Substitution is not permitted for Principal Member, except in case of corporate nominees.
- Substitution & Replacement are same for the purpose of club membership.
- Substitution is permitted for Add-on & Additional membership, subject to the prescribed maximum number and on payment of fee as prescribed in [Annexure 1](#) for each substitution.



## Section 5 – General Rules

### I. Members

#### 1. Minors

- Minors are to be accompanied by adult members at all times.
- Children above the age of five are to use gender-appropriate changing rooms.
- Children below the age of ten (10 years) must be accompanied by their parents / adult member / attendant at all times.

#### 2. Guests

A person shall not be introduced as a guest who has been:

- Terminated / suspended from the membership of the club shall not be introduced as a guest of the club.
- Has been declared as a defaulter by the club.
- Whose conduct or presence in the Club may be considered by the Club Management to be objectionable or prejudicial to the interest of the Club.
- Found guilty by a competent court / tribunal of an offence involving moral turpitude or any criminal offence.
- If a member introduces a guest into the Club who is not eligible for admission the Management may withdraw such member's privilege to introduce guests into the Club and he may even be penalized or suspended at the discretion of the Management.
- During weekends and national and state declared holidays guests are not permitted to use any sports facility of the Club.
- Every member who introduces a guest shall pay the prescribed guest charges and both member and guest shall sign the guest book. The introducing member shall be responsible for his/her guest(s) strictly

observing the club Rules & Regulations and must not leave the club premises before his/her guest(s) leave.

- Members' children above the age of 21 years, who are not registered as dependent members with the club, shall be introduced as guests on each occasion they visit the club.
- Guest using the sports facilities will be charged extra as per charges (Refer Annexure 2) determined by the Management from time to time

### 3. Personal Attendant

The personal attendant/Maids/Drivers of members must restrict their movement within designated areas only. They are not permitted to use the facilities of the club.

### 4. Dogs and Pets

No member is permitted to bring dogs or other pets to the club, unless specified otherwise by the club management.

### 5. Address / Telephone No. / E-Mail

It shall be the duty of a member changing his address and contact details including E-mail id to inform the Club in writing of the address and contact details to which all communications and notices are to be sent to him / her.

In case the member fails to inform the change of his /her address / contact details, he / she himself / herself will be responsible for non-receipt of any communication forwarded by the Club to him / her at the address / E-mail id on record, and thus will be responsible for all the consequences arising out of non-receipt of any mail so forwarded by the Club.

### 6. Club Hours

The main club shall be open to members from 6:00 A.M to 9:30 P.M every day. Each facility will have its timings for opening and closing as specified in the section under 'Facilities'. ([Annexure 2](#)).

## 7. Dress Code

In keeping with fine tradition of our Club, all gentleman, including male children of 12 years of age and older, are requested to be properly attired. All Members and their guest shall avoid wearing attire which is in the opinion of fellow members is objectionable.

### Club Premises:

On entering the club premises, members / guests shall be appropriately dressed at all times. Members will be notified if they are required to adhere to any specific dress code for any special occasion at the club. Guests of the member should also be attired accordingly.

### Sports Facilities:

- Gymnasium and Health Studio: Proper workout / sports clothing and shoes must be worn at all times.
- Swimming Pool: Proper swimming attire has to be worn at all times. (Ladies /Gentlemen with long hair must wear swimming caps).
- Tennis, Badminton and Squash Courts: Proper sports gear is mandatory on these courts with non- marking sole shoes to be worn at all times.
- Billiards Room: No one is permitted to play billiards in shorts and chappals.

### Members Lounge and Restaurant:

Members should be properly attired. Ladies/girls/gentlemen/boys are not permitted to wear slippers or shorts in the Restaurant/Café.

## 8. Food Facilities

- The operating hours of the various food facilities shall be as determined by the management.
- No outside food / beverages are permitted in the club premises.
- The last food order shall be placed 30 minutes before closing time or such other duration, as may be determined by the management.

## 9. Outside Refreshments

No member shall be allowed to bring into the club any outside food, drinks or refreshments for consumption whether such food or beverage is available in the club or not.

## 10. Club Bar Usage and Usage of Drugs inside Club

- Bar staff may refuse to serve drink to any Member or visitor whom they deem to be intoxicated or abusive. Disciplinary action may be taken by the Management against any Member who purchases drinks for a Member or visitor who has been refused service by the bar staff.
- Excise rules in the club are stringently followed. Alcohol consumption is only permitted in the excise approved facilities and areas of the club. The closure timing of the bars is also strictly adhered to and members are expected to follow these rules without exception.
- No Member shall be allowed to bring into the Club nor consume any Outside Liquor, or refreshment. If any member or his guest brings or consumes Liquor or Food or refreshment inside the club, the member shall be liable for disciplinary action by the management.
- Use of narcotics and other contraband by members and their guests is strictly forbidden by Law within the Club premises. Any member found to be indulging in any such activities shall be immediately suspended and matter shall be reported to the Law enforcement agencies. The Management may also take action to terminate membership of such member

## 11. Disturbance

- There shall be no speeches or singing in any part of the club, unless with the explicit permission of the Manager on occasions of special entertainment. No member shall cause disturbance of whatever nature to any of his fellow members through any acts which are unbecoming of a member.

## 12. Gambling

Gambling of any form whatsoever in the Club is forbidden, except authorized cards games such as bridge, rummy and tambola. The Club House shall not be used for gambling and/or games that are unlawful and the management shall have power to prohibit any gambling or games which in its opinion are unlawful or the playing of which would be injurious to the interests of the Club.

## 13. Firearms

Firearms and other harm-inflicting weapons / material are not permitted within the club premises.

## 14. Club Property

No club property shall be removed from the club by any member. Concerned members will be liable for damage or losses to club property and penalized.

## 15. Restricted Areas

No person is permitted in the kitchen, plant rooms and any other areas of the club designated as "Restricted Areas".

## 16. Parking

No parking is permitted other than in specified areas only.

## 17. Private Parties / Functions

- Subject to availability, members may reserve banquet spaces / rooms as decided by the Manager from time to time for private functions, provided they are not religious or political in nature. There should be no disturbance to the other members of the club.
- All guests should be dressed appropriately, as laid down. Advance payment as prescribed is to be made to confirm the booking. The advance booking should be done as per the reservation policy. It will be on first-come-first-serve basis. Cancellation charges as decided by the club shall be paid for bookings cancelled by the member. The charges for private parties will be as decided by the management from time to time.

- No private catering is permitted unless there are special reasons for the Club to permit it. It is obligatory for all members and guest to utilise club's catering services.

#### 18. Loss / Theft and Injuries

- Members, their dependents and their guest will be responsible for loss or theft of their cash, valuable or any property.
- Management will not be responsible under any circumstances.
- Any property of the members or his / her guest found in the Club premises or grounds will be maintained in a Lost and Found register at the club. Unclaimed items of such property upto 60 days, shall be disposed of by the Management at their discretion.
- The Club shall not be responsible for any injuries, accidents or death to the member or his family member or his guests while using any facility of the clubs or visiting any areas of the Club, and accepts no responsibilities under any circumstance.
- Breakages, if any, by the children or by any dependent member or guest of the principal member, the breakages will be charged to the principal member.

#### 19. Non-Smoking Zone

Complete club premises have been declared as Non-Smoking Zone. Members are requested to comply.

#### 20. Copies of Rules & Regulations

A copy of the Rules & Regulation is available at Reception, Admin Office and shall also be hosted online.

#### 21. Complaints and Grievances

- No member shall misbehave with any employee of the club. If any member has any grievance against any employee, he/she shall enter such complaint in the member's complaint book or send such complaint in writing to the Club manager only.

- Any complaint or suggestion pertaining to the affairs of the Club shall be addressed only in writing to the Club Manager.

## II. Facilities

### 1. Facility Charges and Timings

The charges for the use of different facilities in the club will be as given and shall be revised as decided by the Management from time to time.

### 2. Facility Usage

#### (a) Swimming Pool

- The depth of the pool is 4ft only.
- The Swimming Pool may not be used by children below the age of 14 years unless they are accompanied by an adult member.
- The Activity Pool is exclusively for the use of children between the ages of 3 to 6 years. Depth is 2 ft.
- Diving is not permitted.
- All members must be dressed in proper swimming gear.
- Ladies / gentlemen with long hair must wear swimming caps.
- Guests may swim only when accompanied by their hosts on payment of guest charges as prescribed per guest.
- Individuals with injuries / infectious diseases will not be allowed to enter the pool.
- Swimmers must shower and wash feet before entering the pool.
- Parents are responsible for the safety of their children at all times while they are in or near the Swimming Pool and whether or not lifeguard / attendant is on duty. Parents must ensure that their children behave properly in and around the pool and that they are not a nuisance to other persons using the pool.

- Games may not be played in or near the pool, unless organized by the management.
  - To avoid contamination of the pool, swimmers must not bring into the pool any article, except swimming aids such as goggles etc., also no member or their guests are permitted to come near water of the pool in shoes / chappals.
  - Swimmers must, at all times, comply with the instructions laid out by the club's lifeguards or other staff on duty at the pools.
  - No food or beverages are to be brought into the pool.
  - These are to be consumed only in designated areas.
  - Pets are not to be brought in the premises.
  - Due to limited number of chairs, members and their guests are requested not to reserve them while participating in other activities.
  - The pool attendants are instructed to remove towels and personal belongings from chairs that are deemed not to be in use.
  - The management will not be responsible for the safe custody of any items in the Swimming Pool premises.
  - The Swimming Pool may be closed by the management at any time for any repairs, cleaning, or maintenance.
  - Driver, domestic help, maids / servants are not permitted in the Swimming Poolarea.
- (b) Racquets Sports: Badminton, Squash, Tennis & Table Tennis
- All members and their guests who intend to play racquet games must register at the reception desk before play.
  - Members should observe court timings.
  - Junior members / dependent members may reserve court time during off – peak hours subject to existing policies / practices / rules.
  - The court may be closed by the management at any time for repairs or maintenance.



- No food or drink may be brought onto the court.
- The management may, through notification on the club notice board, reserve the court for approved tournaments or for any other sports or recreational activities and classes from time to time.
- Only non-marking shoes are permitted in Badminton, Tennis and Squash Court.
- Proper sports gear is a must for Gym and other facilities. Members are required to bring their own racquets / balls / shuttlecocks.

(c) Instructors / Coaches

Members are not permitted to bring in their coaches to provide instruction for sports and recreational facilities. Only instructors who have been contracted through the sports and recreation department of the club are eligible to conduct lessons at the club.

(d) Locker Rooms

- Members are to restrain their children from lingering in the locker rooms.
- A member using the swimming pool, fitness and spa facilities will be granted the use of a locker for the safekeeping of his / her belongings, subject to availability at their own responsibility.
- The lockers are for use only during the time the members are utilizing the club facilities.
- If the locker key issued is lost, a charge will be levied for replacing the lock and key tag.
- Drying of clothes is not permitted in the locker rooms.

(e) Gymnasium

- Members must be attired in proper sports gear with clean sports shoes.
- Children below the age of 18 years are not permitted to use the Gym as per medical advice.

- Members are requested to use the equipment for the specified duration not depriving others in the waiting.
  - Keeping the safety of children in mind, they are prohibited from entering the gym without parents / guardians.
- (f) Billiards /Snooker
- Two Billiards / Snooker / Pool tables are available to members for use. Members are requested to contact Leisure Assistants for the purpose. Members should be properly attired for the game.
  - No one is permitted to play billiards in shorts and chappals.
  - Novices are not permitted to play billiards / snooker except under expert supervision to avoid damage to the tables.
  - Management reserves the right to recover cost of damage to the equipment from concerned member and to ban his/ her entry to the Billiards Room.

### III.Feedback / Suggestions

#### 1. Complaints and Suggestions

All complaints and suggestions shall be sent in writing to the Manager, who shall take such action on the same, as may be deemed necessary, if in his opinion the complaint / suggestions are justified.

#### 2. Complaint Against Club Employees

If a member has any grievance against a staff member, he shall report the same to the Manager of the club for further action. No member shall directly reprimand or punish any of the staff on any account, whatsoever.

#### 3. Notices

For the purpose of clarifying these Rules & Regulations, a specific notice board shall be kept in the club where notices giving details of supplementary subscription and changes in Rules & Regulations will be displayed for the benefit of the members.

#### IV. Amendments

These Rules & Regulations are subject to revision from time to time at the discretion of the management. During such revisions, members will be notified via the notice board.

#### V. General

- The Club Management shall be the final authority to decide on all questions that arise as to the interpretation of the Rules & Bylaws and shall have sole discretion to adjudicate on matters not covered in these rules.
- All the applicable tariffs/ fees/ charges/ rates are subject to change from time to time at the sole discretion of the Management.

## Annexure 1

### Schedule of Fees & Charges

- 1) Monthly subscription – Rs. 1464 + Taxes or as may be notified by club periodically.
- 2) Transfer fee:
  - a) Flat Ownership Transfer fee
    - (1) By Sale / Gift – Rs. 1,00,000 + taxes, effective from 1<sup>st</sup> October 2020.
    - (2) By Inheritance / Succession – Rs. 10,000 + taxes
    - (3) Transfer fee (from Owner to Tenant):
      - a) Where only Tenant uses the club: Tenant should pay Rs. 5,000/- for 3 years OR Rs. 2,500/- per year or any amount notified by the Management from time to time as non- refundable membership fee.
      - b) Where both Owner and Tenant use the club: Tenant shall pay Rs. 9,000/- per annum + Taxes
  - b) Tenant Flat Interchange Processing fee - Rs. 500 + taxes
- 3) Substitution fee - Rs. 10,000 + taxes
- 4) Minimum Usage Charges - Rs. 750 + taxes expect for 1-year Non-resident membership.
- 5) Any other Tax as applicable from time to time
- 6) Re-activation Fee – Rs. 10,000 + taxes
- 7) Interest rate - 18% per annum
- 8) Guest Entry Charges - Rs. 50 + taxes
- 9) Replacement of membership card charge - Rs. 200 + taxes per card.
- 10) Cheque Bounce Penalty Charges - Rs. 500 + taxes on first instance and Rs. 2000 + taxes for any repeat instance during financial year starting 1st April – 31st March.

## Annexure 2

### Facility Usage Tariff and Timings

| Facility            | Members | Guests                      | Timings        |
|---------------------|---------|-----------------------------|----------------|
| Squash              | Free    | Rs.125 (+taxes) per session | 6 am – 1 pm    |
|                     |         |                             | 3 pm – 9:30 pm |
| Badminton           | Free    | Rs.125 (+taxes) per session | 6 am – 1 pm    |
|                     |         |                             | 3 pm – 9:30 pm |
| Billiards / Snooker | Free    | Rs.200 (+taxes) per session | 1pm – 9:30 pm  |
| Table Tennis        | Free    | Rs.75 (+taxes) per session  | 6 am – 1 pm    |
|                     |         |                             | 3 pm – 9:30 pm |
| Lawn Tennis         | Free    | Rs.200 (+taxes) per session | 6 am – 1 pm    |
|                     |         |                             | 3 pm – 9:30 pm |
| Gym                 | Free    | Rs.150 (+taxes) per session | 6 am – 1 pm    |
|                     |         |                             | 3 pm – 9:30 pm |
| Swimming pool       | Free    | Rs.200 (+taxes) per session | 6 am – 1 pm    |
|                     |         |                             | 3 pm – 9:30 pm |

**Notes:**

- Facility usage during all days will be 6 A.M. - 1 PM and 3 P.M- 9:30 P.M.
- Guests are not permitted on weekends and public holidays.
- Duration of one session may differ facility wise. It will be posted on the respective notice boards.
- All equipment such as racquets, balls, shuttlecocks and similar items will be brought by the member.
- Subscription includes usage of all sports facilities, by all members of the family.
- Taxes as applicable.

All rates specified above are subject to change from time to time.