

RULES & REGULATIONS FOR MEMBERS



THE GCC CLUB

GCC HOTELS PRIVATE LIMITED

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INTRODUCTION

GCC Club (formerly known as Green Court Club) is owned by GCC Hotels Private Limited Company (formerly known as Saini Hotels Private Limited Company), a Company incorporated under the provisions in The Indian Companies Act 1956, having its registered office of GCC Hotels and Club 92/1, Ghodbunder, off Mira Bhayander Road, Mira Road (E), Thane Maharashtra India.

GCC Club offers its members and their guests various Club facilities, which are provided from time to time at the discretion of the Management.

All members their families and their guests using the Club facilities shall be governed by the Rules and Regulations that are appearing here under and also that may be formulated, amended, altered or varied from time to time as the Club may its discretion deem fit and proper.

The following words / connotations shall convey and carry the meaning as under: -

Club :- means GCC CLUB

Management: - Includes the present owners of the GCC Hotels and Club or the person or persons, who are otherwise appointed for the Management of the Club.

Member: - Includes a person who has already been admitted as a member in any of the categories appearing hereunder or which may be introduced by the Management from time to time subject to the conditions appearing hereunder and also that may be formulated from time to time but does not include a person who has submitted his application for cancellation of membership and also the expelled members, as provided hereunder.

He: - Includes both the genders as well as singular and plural.

Year: - financial year commencing 1st April to 31st March.

Rules and Regulations

1. MEMBERSHIP

The membership of the Club is open to persons above the age of 18 years and who are well accepted in the general society. Any individual, corporate body, partnership or proprietary firm desiring to be a member of the Club and who agree to observe and perform and be bound by these rules and regulations can apply for membership of the Club by making an application in the prescribed form along with the payment towards memberships fees and any other fees as may be prescribed by the Management from time to time. The Management reserves to itself full power and absolute discretion to accept and reject membership application without assigning reason in that behalf.

TYPES OF MEMBERSHIP

2. HONORARY MEMBERSHIP

Any person of distinction or person elected in the state legislature or parliament or any other person holding post in the central, state, government or local authority as IAS/ IPS cadre, may be admitted as honorary member.

- A. No deposit and no subscription will be charged from honorary members.
- B. They shall hold their membership at the discretion of the Club Management.

3. COMPLIMENTRY / SERVICE MEMBERSHIP

All persons holding an officer rank in the local government office or any other person who is helpful in functioning of the Club.

- A. Membership shall be valid for a period of one year from the date of admission.
- B. The Club its own discretion decides membership fees, subscription fees and any other charges.
- C. The membership is not transferable.

4. SPORTS MEMBERSHIP

An outstanding sports person, irrespective of his age, as the Club may in its discretion deem fit and proper may decide membership, subscription fees and any other charges.

- A. A person shall be admitted for a period as decided by the Management.
- B. The membership is not transferable.

5. ASSOCIATE MEMBERS

In all categories of memberships the member's senior citizens parents and children below age of 18 years can be enrolled as associate members by paying the prescribed fees.

- A. The main members shall be responsible for all the acts of omission and commission of the associate members.
- B. In case of children upon attaining the age of 18 years the associated members may be admitted as a member, in that case he shall get preferences over the other membership applications and is entitled to 40% discount on membership fees prevailing at that time provided he has been associate member for the last two years.
- C. The male child is permitted to continue as associate member if he remains a student till the age of 25 years, upon submitting satisfactory documentary proofs to the Club. The female child is permitted to continue as associate member if she is not married till the age of 25 years.

6. GENERAL MEMBERSHIP: - REFUNDABLE CATEGORY

A person admitted for a period of eleven years from the date of admission.

- A. The membership deposit shall not carry any interest.
- B. The deposit shall be refunded after expiry of term of the membership at the discretion of the Management.
- C. Subjected to the approval of Club Management, a member can transfer remaining years of his membership to another person by paying the prescribed membership transfer fees.

7. ANNUAL MEMBERSHIP: - NON REFUNDABLE CATEGORY

A person admitted for a period of one year from the date of admission.

- A. Membership fees is not refundable.
- B. Membership is not transferable

8. FIVE / TEN YEARS MEMBERSHIP: - NON REFUNDABLE CATEGORY (Discontinued w.e.f. 01.11. 2020)

A person admitted for a period of ten years from the date of admission.

- A. The membership fees is not refundable.
- B. Subjected to the approval of Club's Management, members can transfer remaining years of his membership to another person by paying the prescribed membership transfer fees

9. TWENTY ONE YEAR MEMBERSHIP:- NON REFUNDABLE CATEGORY (Discontinued w.e.f 01.06.2013)

A person admitted for a period of 21 years from the date of admission.

- 1. The membership fees is not refundable.
- 2. Subjected to the approval to Club's Management, members can transfer remaining years of his membership to another person by paying the prescribed membership transfer fees

10. CORPORATE MEMBERSHIP: - NON REFUNDABLE (Modified w.e.f. 01.11.2020)

Any executive or self-employed person or a company registered under Companies Act 1956 can apply for corporate membership as per the terms agreed upon them and the management. It is a tailored made membership as per the need of individual/firm.

- A. Club Management is entitled to screen the nominees and to decline or to accept any person as a nominee in which case the corporate member shall nominate another person. Each nominee shall be above the age of 18 years and hold an executive position in the firm.
- B. The corporate member may request a change of nominee by

submitting an application in writing for a new nominee along with i-card of the original nominee and the prescribed service charges.

- C. The corporate member shall be always liable for the payment of all the services/ facilities/ fees/ charges/ subscriptions extended to their nominees including their guests and also for all their acts.
- D. The subscription shall be charged according to number of nominees enrolled.

11. LIFE MEMBERSHIP: - NON REFUNDABLE (Discontinued w.e.f. 01.11.2020)

A person admitted for life time from the date of admission.

- A. The membership fees is not refundable.
- B. For every additional associate membership, the amount equal to 10% of the membership fees prevailing at that time shall be payable as a refundable membership fees.
- C. Life membership is not transferable. It is valid till the life of member. Upon the death of the member the spouse shall remain a member till death. There after the membership shall cease.
- D. In case of death/ divorce of nominated spouse and a subsequent remarriage the member can nominate the new spouse subject to the approval of the Club Management and upon payment of such fees as prescribed by the Club Management.
- E. In case a death of member the life membership can be transferred to the next of kin / nominee in which case the membership shall be valid till 30 years from the date of commencement of original life membership.

12. SENIOR CITIZEN MEMBERSHIP: -

A person above the age of 60 years and a wife of above the age of 55 years can be admitted as senior citizen member on the sole description of the Club Management.

- A. A person will get 40% discount on prevailing rack rate of membership price.
- B. Monthly subscription shall be charged at 50% of normal rate prevalent at that time.
- C. The membership is not transferable.

13. SINGLE LADY MEMBERSHIP: -

The Club Management in its sole discretion admits lady above the age of 35 years, who is widow / divorcee/ spinster as single lady member.

- A. A single lady get 40% discount on prevailing rackrate of membership price.
- B. Monthly subscription shall be charged at 50% of normal rate prevalent at that time.
- C. The membership is not transferable.
- D. Associate members will be charged as per the prevailing price of membership.

14. RIGHTS / CLAIM OF MEMBER: - The rights/claim of members is restricted to the use of facilities offered by the Club and to receive the refundable deposit (if any) to the terms and condition provided here under i.e., to say the member shall have no right to interfere in the Management of the Club or claim any property of the Club.

15. ADMISSION OF MEMBER

- A. Any person above the age of 18 years desiring to be a member of the Club shall make an application in the prescribed form and shall forward it to the office of the Club along with membership fees prescribed by the Management at that time. The person shall be considered admitted after approval from the Member screening interview and on complete payment to the prescribed membership fees.
- B. Admission of any member shall be at the sole discretion of the Club Management.
- C. The Club Management shall determine the total number of members who shall be admitted in each category of the memberships as mentioned above.

16. ATTENDANCE REGISTER

- A. All members entering the Club premises are required to mark their attendance by swiping there i- cards/ entry register at the reception and in every sports department used by the member.

- B. All members are required to furnish the name, phone number and the relationship of the guest accompanied by them at the reception counter.

17. PAYMENTS / DEPOSIT

Each person admitted as a member, except honorary member, is required to pay refundable or non-refundable fees as per the category of membership as may be prescribed by the Club Management from time to time.

- A. ADMISSION FEES: - Each person admitted as a member, except honorary members, is required to pay admission fees as prescribed by the Club Management from time to time.
- B. ANNUAL SUBSCRIPTION: - Each person admitted as a member, except honorary member and annual member, is required to pay annual subscription fees prescribed by the club Management time to time.
- C. DEPARTMENTAL FEES: - Each member availing any Club facility shall pay the requisite fees as may be prescribed by the Club Management from time to time.

18. GUEST

The members have the privilege to introduce guests in the Club under the following rules

- A. No person can be introduced as a guest in the Club for more than four occasions in any calendar month either by one member or other members.
- B. A guest shall not sign for the member for any purpose.
- C. A guest shall not sign for any facility used at a Club.
- D. A member introducing a guest shall be personally responsible for all expenses incurred by his guest and for his observance and rules and regulations of the Club for his overall conduct.
- E. The Club is entitled to alter/vary/amend and add rules regarding the introduction of guests from time to time, including issuing of direction of controlling, restricting and/or suspending of rules etc.
- F. Each member introducing a guest in the Club required to pay the guest fees as prescribed by the Club Management from time to time.
- G. Member is required to pay the guest fees for the games

played by the guest. The member is required to be present in the department where his guest is playing games.

- H. Each member shall ensure that the guest introduced by him are person who are well received in the society and who otherwise in their personal capacity qualify themselves to be a member of the Club.

PROHIBITION: The following people are prohibited from being introduced as a guest in the Club.

- I. Whose application for membership has been rejected.
- II. Who has been expelled or suspended from membership of the Club.
- III. Who has been adjudged insolvent or is found guilty of any offence involving moral turpitude or which in the opinion of the Club is objectionable or prejudicial to the interest of the Club.
- IV. Permitting the entry of guest is the sole discretion of the Club Management.

19. MEMBERSHIP IDENTITY CARD

- A. Each member shall be provided with an identity card on payment of requisite fees as may be prescribed by the Club Management from time to time.
- B. I-card shall have to be produced at the time of entering the Club and/ or entering any department of the Club and also whenever demanded by staff on duty.
- C. I-card shall be used only by the person in whose favor it has been issued.
- D. Any misuse of I - card may result into cancellation of the membership.

20. DUPLICATE IDENTITY CARD

- A. Loss of i-card shall be intimated to the Club in writing.
- B. Duplicates shall be issued on the payment of the prescribed fees.
- C. In case the original it traced it shall be return to the Club forthwith.

- D. The Club shall not be responsible for any misuse of the loss of I-card.

21. RAISING OF BILLS

- A. Bills of annual subscription are raised and e-mailed in the 1st week of April every year.
- B. Monthly bills are raised and e-mailed in the first week of following month on the e-mail id of the member as per the Club record.
- C. Non receipt of bills cannot be taken as an excuse for non-payment. The members shall have the option of logging into their accounts on the Club website and viewing their statement of account and make on-line payment.
- D. Printed bills are hard copy format shall be sent on specific request on extra charges.

22. PAYMENT

- A. Annual subscription bills are payable by the 30th of April every year.
- B. Monthly bills are payable on or before the 30th of following month.
- C. Bills not settled in the above said period shall attract simple interest at the rate of 15% per annum plus applicable taxes.
- D. For bills not settled within 60 days of date of the bill, at the discretion of the Management, the names of such members shall be displayed at the Club notice board. The rights of using the Club facilities of such members shall be suspended till the member clears the entire dues.
- E. For outstanding amount above Rs.10000/- the Club Management at its sole discretion may debar the member for using any of the Club facilities till such time the member settles the entire dues on date.
- F. In the case the cheque issued by the member is dishonored, such member forfeits his right to make cheque payments and shall also be responsible for legal

action against him and cheque bounce charges shall be debited to the member's account

- G. All cheque shall be drawn on banks in Mumbai and for all outstation cheques collection charges shall be debited to the member's account.
- H. Members are required to obtain a receipt for each payment made failing which Club Management shall not be responsible.

23. LOCKERS

- A. Lockers are provided on day use basis only.
- B. Usage of lockers is at the sole risk of the members.
- C. Club Management shall not be responsible for any loss or pilferage from the locker under any circumstances.
- D. Storing of prohibited/ inflammable/ objectionable articles are not permitted. The member shall be fully responsible for any illegality in the respect.

24. MEMBER'S SERVANTS

- A. The servants, ayahs, drivers and attendants of members while they are in the Club premises shall be subjected to the direction and controls of the Club Management.
- B. Members are not allowed to introduce their servants as guests.

25. DRESS CODE

- A. Generally it is expected by the Club that every member and his guest turn out in the Club premises properly and dressed.
- B. Members or their guests not properly dressed, in the opinion of the Club Management, shall be stopped entry in to the Club or shall be asked to leave the Club immediately.
- C. Members are also required to strictly follow the dress code of the respective departments of sports.

26. PETS

Bringing of pets inside the Club premises is strictly prohibited.

27. COMPLAINTS AND SUGGESTIONS

- A. Complaints and suggestions can be made in the register specifically provided at the reception.
- B. A member may, if he so desires, address his complaint/ suggestions directly to the in charge of the Club.

28. CONDUCT

- A. It is expected that each member and their guests maintain due decorum and decency within the premises of the Club. They shall use the Club facilities without causing nuisance/ annoyance or inconvenience to others and conduct themselves in an orderly and decent manner.
- B. Playing of musical instruments, transistors and tape recorders are prohibited.

29. SUBSPENSIONS OF CLUB FACILITIES

- A. Club Management reserves its right to suspend, in full time or in part, any of the facilities at its discretion, for such period as it may deem fit and proper in its sole discretion, without assigning any reason or on account of any exigencies beyond its control.
- B. Member shall not be entitled to demand any rebate/ remission for such suspended periods any circumstances.

30. RESPONSIBILITY OF THE CLUB

- A. The Club Management shall not, under any circumstances whatsoever be responsible for any injury, hurt, damage, harm, loss of life, that a member or his guests or his children may sustain when in the Club premises. The Club Management shall not be liable for any claim damages in respect of such injury hurt, pain, and loss of life.
- B. THEFT: - The Club Management shall not be responsible

- for any loss of cash, valuable or personal belongings of the member and their guests within the Club premises.
- C. SPORTS DEPARTMENT:- Members and their guests should use sports facilities after proper medical advice
 - D. Members and their guests should accompany their children below 12 years age when using any sports facility.
 - E. Members and their guests should not allow their children below 12 years of enter gymnasium and health Club.
 - F. Members and their guests should not use any gym equipment without approval of gym instructor.
 - G. SWIMMING POOL : -
 - I. Members and their guests with skin/ ear/ eye infections or open cuts/ wounds are not allowed to use the pool.
 - II. Members and their guests should not allow their children to go beyond demarcated area of the swimming pool.
 - III. Members and their guests shall accompany their children below 12 years and should not allow them to go in to deep water without the permission of swimming coach.
 - IV. Members and their guests and residents are not allowed to enter the swimming pool when life guards are not on duty and obey their instructions strictly.
 - V. In case of any injury or loss of the life of the swimmer, the Club Management shall not be responsible for any damage on any account.
 - VI. Members and their guests residents shall not be allowed to use the swimming pool if found under the influence of alcohol/ any other intoxicant.

30. FIRST AID:-

First aid is available in the Club premises for minor injuries and complaints.

31. PHOTOGRAPHY:-

No photography is permitted in the Club premises without specific permission from the Club Management.

32. ALCOHOLIC DRINKS

- A. Bringing of alcoholic drinks from outside is prohibited.
- B. Consumption of alcohol is permitted only in specific places arranged by the Club.
- C. Anyone consuming alcohol in the Club premises should have valid liquor permit.

33. OUTSIDE Eatables: -

No outside eatables are permitted in the Club premises.

34. DRUGS & DOPING : -

Use any drug or dope in the Club premises by any person is strictly prohibited.

35. CLUB ADDRESS: -

Members are prohibited from using Club address for their personal use.

36. COMPLAIN AGAINST CLUB EMPLOYEE/STAFF MEMBERS

- A. Any complaints against any of the employees of the Club is to be made in writing/email to the in charge of the department maintaining reasons of complaint in detail.
- B. No member is permitted to enter into an argument or altercation with any staff.

37. DAMAGE TO CLUB PROPERTY

Any damage/ loss/ pilferage caused to any of the Club properties by any members or his guest, the Club Management shall be entitled to recover such loss or compensation from such members. The loss and compensation so decided by the Club Management in this regards shall be conclusive and binding on such member.

38. LOST & FOUND

- A. Members are required to report any loss of their personal belonging at the reception immediately, in their own interest.
- B. Article found by the member/ guest not belonging to them are required to be deposited at the reception.
- C. Any unclaimed article shall be kept at the reception for the period of two months and their after disposed of by the Club.

39. BEHAVIOUR

No member shall create disturbance or any nuisance in the Club premises, which may interfere with the enjoyment of the Club facilities by other members or their families or guests. No member shall abuse the Management or any staff member, which make create ill impression about the Club or the

Management. If any member or their guest is found against the above mentioned rule or advice of the Management he/ she may be asked to leave the premises of the Club.

40. POWER OF MANAGEMENT

- A. It shall be incumbent on the part of the Club Management to add, cancel, change, alter, vary, modify or substitute any rules in its sole discretion from time to time and the same shall be binding on the members.
- B. The members shall not, under any circumstances, dispute or challenge such modifications.
- C. It shall be also incumbent on the part of the Club Management to vary/enhance various fees, charges, contributions or subscription in respect of the facilities from time to time.
- D. Management shall also be entitled to cancel/ extinguish the existing types of memberships at its sole discretion and be further entitled to introduce new types of membership from time to time.

41. SERVICES SUBJECTED TO CONTINGENCIES

The services offered to be provided by the Management to the members as per the rules of the Management are subject to any circumstances beyond the control of the Management including any act of law or notifications or ordinance passed by the government or any public body or authority or any circular, directive or order issued or passed by any authority or authorities having powers to issue the same in India or any judgment or order passed by any judicial forum having jurisdiction in India.

42. ACCOUNTABILITY

No member shall be entitled to ask any question regarding the utilization of the funds collected by the Club Management under any circumstances and create any dispute in this respect.

43. CHANGE OF ADDRESS

Each member is required to intimate, in writing, about any change of address immediately. The Club Management shall

deem the last address as per the Club records as proper and correct address.

44. DISCIPLINARY ACTION

The Club Management and its sole discretion is entitled to take/ initiate, disciplinary action against erring members including warning, censor, suspension or expulsion under the following reasons:-

A. WARNING/ CENSOR/ SUSPENSION : -

- I. Members and his guest willfully and deliberately fail to comply with the direction/ instruction given by the Club Management.
- II. Member or his guest willfully and deliberately fails to comply with the rules and regulations of the Club Management.

B. CESSATION : -

- I. Member is found guilty of any offence involving moral turpitude.
- II. Member is found guilty by the Management of any serious misconduct involving Management, staff, employees, co-member, guests or any other persons.
- III. Member refuses or neglects persistently to comply with rules and regulations of the Club for the time being in force.
- IV. Member act/ behaves/ conducts in a manner which in the opinion of the Management is likely to cause disharmony amongst the members or adversely affect the reputation, goodwill and interest of the Club.
- V. Members commit defaults in making payments to the Club on more than three occasions.
- VI. Member is found undesirable in the opinion of the Club in the larger interest of the Club and its members.
- VII. A member may re-open his membership by giving a satisfactory explanation for non- payment of Club dues, and by clearing the dues and other charges as prescribed by the Club at the sole discretion of the Club.
- VIII. In case where a member's Club dues equal to his refundable membership deposit, it shall be incumbent of the Club Management to appropriate the Club dues against the deposit and to terminate the membership without giving any notice to the defaulting member.
- IX. A member shall be liable for expulsion by the Club Management

without assigning any reason for there going so. On such expulsion the member shall forthwith cease to be the member of the Club and shall not have any claim against the Club or the Management of the Club in any manner whatsoever.

- X. Associate child members who have attained the age of 25 years shall cease to be members forthwith.

45. REFUND – DEPOSIT

- A. In non-refundable category memberships, no refunds shall be allowed to any member.
- B. In refundable category memberships admitted before 01.01.2000 deposit would be refunded after 365 days from the date of submitting membership withdrawal application along with the original provisional receipts/ original membership deposit receipt and i-cards and after adjusting any dues payable to the Club.
- C. Refundable category memberships admitted after 1.01.2000 deposit shall be refunded after the expiry of membership tenure after adjusting any dues payable to the Club.
- D. Expelled member only of refundable category membership is entitled to a refund after the expiry of the membership tenure after adjusting any dues payable to the Club.
- E. Defaulters: - Any member who has enrolled by making a part payment and who defaults in making the balance payments shall not be entitled to any refunds of the part payment.
- F. Non-refundable member should not be entitled to any refunds of membership fees of associate child member who ceases to be a member upon attaining 25 years of age.
- G. General members who have renewed their membership in the same category in 2008 and thereafter can withdraw their membership but shall be entitled to the refund of their deposit after expiry of the renewed eleven years membership term.
- H. Fees:- No fees, annual subscription, admission fees or advance payment of any departmental charges is refundable under any circumstances.

46.DEATH OF MEMBER

Upon the death of member, the nominee of the member has the option of continuing or transferring to the next of kin subject to the approval of the Club.

47.EXPIRY

Membership shall expire on the completion of membership period.

48. RENEWAL OF REFUNDABLE CATEGORY MEMBERSHIP

Renewal of refundable category membership shall be done at the prevailing terms at the sole discretion of the Club Management.

- I. Eleven years refundable membership enrolled / renewed after 1.12.2006 shall have the option to renew their membership at the discount of 40% of the prevailing rates at the time of renewal subject to the rules and regulations of the Club applicable at that time.

49.NOMINATIONS

Each member is required to appoint the nominee. Failure to do so the Club Management reserves the right to refuse to recognize and admit any claims by one after the death of member.

50.CAR PARKING

Member's vehicle parked inside the Club compound or outside shall be at their own risk.

51.GENERAL CLAUSE

- A. For all matters/ issues which are not covered under rules and regulations it shall be dealt with the sole discretion of the Club and the same shall be final and binding on the member.
- B. The members and their guests shall be subject to the instructions, directions, supervision and control of the Club Management and its employees while they are within the premises of the Club.

52.APPLICABILITY

A.These rules and regulations made herein above shall take effects from 1.11.2020 and shall stand amended, altered, varied and substituted allthe previous rules and regulations and for all practical purposes rules and regulations as contained hereunder shall be binding on all the members.

B.Whenever any amendments are made in the rules and regulations it shall become binding upon such amendments being displayed on the Club notice board 7 days thereafter.

53.JURISDICTION

Any dispute which may arise between the member and the Club in any manner what so ever shall be subject to exclusive jurisdiction of the court at Thane only.

54. ASSOCIATION/ UNION

The members of the Club have no right to form any sort of association/ unions for the purpose of raising any demand/ issue on Club. If formed such association/ union shall be liable to be expelled from membership.

55.STATUS OF MEMBER

No member of Club of any category has any right to interfere in the Management or affairs of the Club.

56.PROPERTY OF THE CLUB

The property of the Club moveable or immoveable belongs to GCC Hotels Private Limited, no member of any category shall make any claim whatsoever against it.

57.RIGHTS OF ADMISSION

No person has right to enter the Club premises except as provided in the rules and regulations. The right of admission in the Club is reserved. The Management of the Club can expel any person from the Club premises.

I. The use of all facilities by the member is subject to rules and regulations by the Management of the Club from time to time.

58.ARBITRATION

All disputes between members and the Club Management shall be settled by an arbitrator appointed by the latter.