

NEW MONTHLY SUBSCRIPTION AND ENTRANCE FEES

30 June 2023

Dear Member,

As announced in the President's Message of 15 May 2023, a number of measures have been taken by the Executive Committee(EC) 23/24 to improve the overall financial situation of the Club by 31 Dec 2023; along with these measures, the EC has had no choice but to review prices upwards, including membership entrance and subscription fees which have remained unchanged for many years.

Effective as from July 2023, the monthly subscription fees, and the entrance fees which were increased from June are found below.

With the assurances of my highest regards, and looking forward to work together with you in the vision to "Rebuild the Club".

Regards,

Madhav Meetarbhan Honorary Secretary Mauritius Gymkhana Club

		Entrance Fee (Excl. of VAT) Effective as from 1 June 2023	Premium	Total	Monthly (Ind. VAT) Effective as from 1 July 2023
A. Full Membership	A.1. For single persons between 18 years and 35 years inclusive (Young Member Single)	Rs. 175,000	Rs. 10,000	Rs. 185,000	Rs. 1,800
	A 2.For persons between 18 years and 35 years inclusive (Young Member Family)	Rs. 225,000	Rs. 15,000	Rs. 240,000	Rs. 2,000
	A 3. For single persons as from 36 years (Single Member)	Rs. 300,000	Rs. 20,000	Rs. 320,000	Rs. 1,800
	A.A.For married persons as from 36 years (Family Member)	Rs. 350,000	Rs. 25,000	Rs. 375,000	Rs. 2,000
B. Corporate Membership	B.1. For Mauritian Or Foreign Compa- nies or Corporations registered in Mauritius	Rs. 400,000			Rs. 5,000
	Fee per Hominee	Rs. 100,000			
C. Temporary Membership - Non- Resident (above 10)	C.1. For TM1 Catagory (max 6 months)	Rs. 75,000			Rs. 5,500
	C.2. For TM2 Category (Max 24 months/ non-renewable)	Rs. 60,000	8		Rs. 5,500
D. Special Cases	ALL Members On Leave				Rs. 200
	Monthly Subscription for Senior* Members				Rs. 1,000



Rules & Bye Laws

MAURITIUS GYMKHANA CLUB

MAURITIUS GYMKHANA CLUB

Bye-Laws

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I - INTRODUCTION

The Mauritius Gymkhana Club ("the Club") is a private club formed to further and enhance the well-being of its members.

The Club is governed by, and is run in accordance with, the Registrar of Association Act, its Rules and the present Bye–Laws as may be amended from time to time.

It is the member's duty to be informed of the Rules and Bye– Laws of the Club. The cooperation of all members is requested for the efficient and effective operation of the Club.

All members and their guests shall be bound by the Rules and the By Laws of the Club as may be amended from time to time.

II - THE MANAGEMENT

PURSUANT TO MGC RULE: SECTION 5.2: EXECUTIVE COMMITTEE

The Executive Committee

(a) The President

The President shall lead and motivate the Club, ensuring that Club Members feel valuable, inspired, and connected to each other.

The President together with the Executive Committee shall ensure that the Club remains at all times dedicated to a sense of well-being amid tranquillity and the enjoyment of friends and family.

The President shall have such other powers and duties as are prescribed by law, by these Bye–laws, by the Executive Committee from time to time.

(b) The Honorary Secretary

The Hon. Secretary shall keep the record of the proceedings of the Executive Committee of the Club and shall discharge such other duties pertaining to his office or are prescribed by law, by these Bye-Laws, or by the Executive Committee from time to time.

The Hon. Secretary has the legal custody of the books (except books of account) and records of the Club.

(c) The Honorary Treasurer

The Honorary Treasurer shall have such powers and duties as are prescribed by law, by these Bye-laws, or by the Executive Committee from time to time.

The Hon. Treasurer is responsible for the financial supervision of the Club. The Hon. Treasurer will have charge of and be generally responsible for all funds and disbursements of the Club.

All business transacted at a meeting of the Executive Committee shall be recorded by the Hon. Secretary. The proceedings of the Committee shall be treated as confidential and no Member of the Committee shall, without the previous permission of the Committee, disclose the same or any part thereof to any authorised person. This duty of confidentiality shall continue after the Member has vacated office.

A resolution agreed to in writing by all the members of the Executive Committee shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee duly called.

(d) Standards of Conduct

Serving in elected position on the Executive Committee of the Club is a privilege which carries with the upholding of the following affirmative standards of conduct :-

- use Club resources wisely;
- communicate and work together with common courtesy and collegial respect;
- -always represent the Club and its mission in a positive and professional manner;
- accurately present the Club's policies and positions when communicating on behalf of the Club; don't use a Club role or title to further personnel advancement

(e) Representation of the Club

No member of the Executive Committee shall make a statement or take a public position in the name of the Club that is contrary to, or creates a misimpression of a policy or position established by the Executive Committee of the Club.

(f) Conflict of Interest

Every member of the Executive Committee has a duty of loyalty to and must act in the interests of, the Club. A conflict of interest is a situation that exists when someone's loyalty may be divided between the Club and a second person or organization.

As part of their duty of loyalty to the Club, members of the Executive Committee have an obligation and responsibility to disclose any conflict or potential conflict of interest on any issue promptly as such conflict arises.

A conflict of interest situation exists when any member of the

Executive Committee or his/her immediate family, or any party, group or organization to which said person has allegiance, has a direct or indirect financial or other material interest in a proposed contract, transaction, or arrangement with the Club, or in a policy or position of in the Club.

The Executive Committee is the final arbiter on all matters involving conflict of interest situations.

III - INCOME AND FINANCIAL

Pursuant to MGC rule - Section 9: CLUB ACCOUNT AND AUDIT

- (a) The income and assets of the Club whenever derived shall be applied solely toward the promotion of the objects of the Club and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or otherwise by way of profit to the Members of the Club.
- (b) All club monies will be banked in an account held in the name of the Club.
- (c) General Fund. All Membership dues and income from regular operations are deposited into this account; and all general expenditures are paid from this account. Entrance fees shall be deposited into a separate account.
- (d) Restaurant and Bar. The restaurant and bar operation should be financially self-supporting (i.e., not subsidized by dues income) with profits from those operations dedicated to normal, regular capital needs of the Club and debt retirement.

(e) General. Dues and other operating revenue, excluding restaurant and bar, should cover costs for the clubhouse, swimming, tennis, and golf operations, administrative expenses, and occupancy. Dues income that exceeds these costs will be used to retire debt and fund capital expenditures

IV - MEMBERSHIP

Pursuant to MGC rule, Section 6: MEMBERSHIP

The Mauritius Gymkhana Club is a private Club.

Membership at the Club is a privilege, not a right.

(A) Membership Criteria

(1) Mode Of Application And Nomination:

Application for membership shall be in writing in the prescribed form in force at the time. It must be accompanied by: -

- (a) all the documentation required to be provided in the said application form; and
- (b) a letter of recommendation signed by the proposer and seconder

Each application will be accompanied with payment of the applicable entrance fee (which will be refunded in the event that the application is not approved).

The Club shall consider each candidate for membership strictly on merit.

No distinction, discrimination or restriction is or shall be made on account of a candidate's religion, sexual orientation, origin, or race.

In the event of the candidate being elected and it appears subsequently, at any time, to the satisfaction of the Executive Committee that any statement contained in the application form for membership was incorrect in any material particular or any material particular was omitted there from, the Executive Committee may cancel the election and the member shall thereupon cease to be a member of the Club, and shall not be entitled to receive any refund of any entrance fee, subscription and/or other charge paid by him.

The Executive Committee shall, subject to the Rules of the Club, review and vote on each application for membership in a manner determined by the Committee. The Executive Committee shall have full powers and absolute discretion to accept or reject a proposal for membership and the Committee shall not be bound to assign any reason for its decision.

(2) Applicant Profile:

(As Per Bye-Law 2000 Section 2.3.1)

The individual applicant should be:

- A professional, an executive or a person holding a responsible person
- Well known to the proposer and seconder
- Known to be of respectable behavior and good character
- Willing to participate and help in the sporting / social activities of the club
- An asset to the club.

(3) Class Of Members

(As Per Amendment To Bye Laws: New Membership Subsets Effective As From 01 July 2019.)

- There are several classes of membership. These are Full Membership, Temporary Membership, Corporate Membership and Honorary Membership.
- The prescribed entrance fee and monthly subscription fees for each class of membership are as follows: -

(A) Full Membership

A.1. For single persons between 18 years and 35 years inclusive (Young Member Single)

(i) Entrance Fee: MUR.125,000.-

(ii) Monthly Subscription Fee: MUR.1455.-

(iii) One year Payment Plan for Entrance Fee (optional – with the establishment of a promissory note):-

Entrance Fee: MUR.125,000.-

Premium: MUR.10,000.-

Total Payment: MUR.135,000.-

Initial Payment: MUR.50,000.-

Before end of 6th month at the latest: MUR 50,000.-Before end of 12th month at the latest: MUR 25,000.-

The full membership entrance fee and temporary membership subscription shall be settled by the intending member at the time of the lodging of the completed application form duly signed with the Club Manager.

Where the intending member intends to avail himself/herself of the One Year Payment Plan, the initial payment of membership entrance fee and the temporary membership subscription shall be settled by the intending member at the time of the lodging of the completed application form duly signed with the Club Manager. The intending member shall also remit to the Club Manager at the said time the promissory note for the full amount payment to be paid. The intending member shall settle the two other instalments by the expiry of the time limits referred to above failing which his or her membership shall lapse automatically and the amounts received by the Club as part payment of entrance fee shall remain for the Club.

If the Young Member Single gets lawfully married and provided he or she is in the age bracket of 18 to 35 inclusive, his or her spouse may avail himself or herself of the status of member on the condition that the payment of the one off spouse fee of MUR.50,000.- is effected. In the said case, the Young Member Single will upgrade to the Young Member Family subset and shall have to pay the monthly subscription applicable thereto

The Young Member Single category shall be a separate membership category where no discount shall be applicable on the Entrance Fee as is the case for the children of existing members who receive a fifty percent rebate on the Entrance Fees for Ordinary Members in the event an application is made prior to them attaining the age of 22 years. Such rebate shall not be applicable for applications made under the Young Member Single category.

A.2. For persons between 18 years and 35 years inclusive (Young Member Family)

(i) Entrance Fee: MUR. 175,000.-

(ii) Monthly Subscription Fee: MUR.1600.-

(iii) One year Payment Plan for Entrance Fee (optional – with the establishment of a promissory note):-

Entrance Fee: MUR.175,000.-

Premium: MUR.15,000.-

Total Payment: MUR.190,000.-

Initial Payment: MUR.90,000.-

Before end of 6th month at the latest: MUR. 50,000.-Before end of 12th month at the latest: MUR.50,000.-

The full membership entrance fee and temporary membership subscription shall be settled by the intending members at the time of the lodging of the completed application form duly signed with the Club Manager.

Where the intending members intend to avail themselves of the One Year Payment Plan, the initial payment of membership entrance fee and the temporary membership subscription shall be settled by the intending members at the time of the lodging of the completed application form duly signed with the Club Manager. The intending members shall also remit to the Club Manager at the said time the promissory note for the full amount payment to be paid. The intending members shall settle the two other instalments by the expiry of the time limits referred to above failing which their membership shall lapse automatically and the amounts received by the Club as part payment of entrance fee shall remain for the Club.

In the event of the divorce of spouses having membership privileges under a Family Membership, the members of the said Family Membership may, upon production of their final decree of divorce, request the division of the said Membership. Upon the approval thereof by the Executive Committee, both parties will be allocated a distinct account number and shall be individually responsible for their respective memberships.

The Young Member Family category shall be a separate membership category where no discount shall be applicable on the Entrance Fee as is the case for the children of existing members who receive a fifty percent rebate on the Entrance Fees for Ordinary Members in the event an application is made prior to them attaining the age of 22 years. Such rebate shall not be applicable for applications made under the Young Member Family category.

A.3. For single persons as from 36 years (Ordinary Single Member)

- (i) Entrance Fee: MUR.250,000.-
- (ii) Monthly Subscription Fee: MUR.1455.-
- (iii) One year Payment Plan for Entrance Fee (optional with the establishment of a promissory note):-

Entrance Fee: MUR.250,000.-

Premium: MUR.20,000.-

Total Payment: MUR.270,000.-

Initial Payment: MUR.100,000.-

Before end of 6th month at the latest: MUR.85,000 Before end of 12th month at the latest: MUR.85,000.- The full membership entrance fee and temporary membership subscription shall be settled by the intending member at the time of the lodging of the completed application form duly signed with the Club Manager.

Where the intending member intends to avail himself/herself of the One Year Payment Plan, the initial payment of membership entrance fee and the temporary membership subscription shall be settled by the intending member at the time of the lodging of the completed application form duly signed with the Club Manager. The intending member shall also remit to the Club Manager at the said time the promissory note for the full amount payment to be paid. The intending member shall settle the two other instalments by the expiry of the time limits referred to above failing which his or her membership shall lapse automatically and the amounts received by the Club as part payment of entrance fee shall remain for the Club.

A.3.1 Change Of Civil Status (As Per Section 2.2 – Bye Laws 2000)

- Marriage of single members:

Members must submit to the club manager a spouse application form duly filled in for approval at the next Executive Committee Meeting.

Divorce

Members must inform the club manager in writing of their divorce and request the division of their original membership. Upon approval by the Executive Committee, both parties shall be individually responsible for their respective memberships.

Remarriage

Members must submit a spouse application form duly filled in together with the nomination fee as below to the club manager. The Club manager shall process and submit the application to the Executive Committee for consideration at the next available meeting.

If the Member Single gets married and provided he or she is in the age bracket of 18 to 35 inclusive, his or spouse may avail himself or herself of the status of member on the condition that the payment of the one off spouse fee of MUR.50,000. is effected. In the said case, the Young Member Single will upgrade to the Family Member subset and shall have to pay the monthly subscription applicable thereto.

The payment of the one-o spouse nomination fee applies only in case of remarriage. (Section 2.2 – BYE LAWS 2000 refers as above)

A.4. For married persons as from 36 years (Ordinary Family Member)

- (i) Entrance Fee: MUR.300,000.-
- (ii) Monthly Subscription Fee: MUR.1600.-
- (iii) One year Payment Plan for Entrance Fee (optional with the establishment of a promissory note):-

Entrance Fee: MUR.300,000.-

Premium: MUR.25,000.-

Total Payment: MUR.325,000.-

Initial Payment: MUR.125,000.-

Before end of 6th month at the latest: MUR.100,000

Before end of 12th month at the latest: MUR.100,000.-

The full membership entrance fee and temporary membership subscription shall be settled by the intending members at the time of the lodging of the completed application form duly signed with the Club Manager.

Where the intending members intend to avail themselves of the One Year Payment Plan, the initial payment of membership entrance fee and the temporary membership subscription shall be settled by the intending members at the time of the lodging of the completed application form duly signed with the Club Manager. The intending members shall also remit to the Club Manager at the said time the promissory note for the full amount payment to be paid. The intending members shall settle the two other instalments by the expiry of the time limits referred to above failing which their her membership shall lapse automatically and the amounts received by the Club as part payment of entrance fee shall remain for the Club.

In the event of the divorce of spouses having membership privileges under a Family Membership, the members of the said Family Membership may, upon production of their final decree of divorce, request the division of the said Membership. Upon the approval thereof by the Executive Committee, both parties will be allocated a distinct account number and shall be individually responsible for their respective memberships.

In case of remarriage, the above provisions under section 2.2 – Change of civil status of BYE LAWS 2000, will apply.

(B) Corporate Membership

B.1. For Mauritian Companies or Corporations

(i) Entrance Fee: MUR.300,000.-

(ii) Monthly Subscription Fee: MUR. 3475.-

(iii) One year Payment Plan for Entrance Fee (optional – with the establishment of a promissory note):-

Entrance Fee: MUR.300,000.-

Premium: MUR.25,000.-

Total Payment: MUR.325,000.-

Initial Payment: MUR.125,000.-

Before end of 6th month at the latest: MUR.100,000

Before end of 12th month at the latest: MUR.100,000.-

(iv) Fee per Nominee: MUR.100,000.-

The full membership entrance fee and temporary membership subscription shall be settled by the intending member at the time of the lodging of the completed application form duly signed with the Club Manager.

Where the intending member intends to avail itself of the One Year Payment Plan, the initial payment of membership entrance fee, the full fee for the nominees and the temporary membership subscription shall be settled by the intending member at the time of the lodging of the completed application form duly signed with the Club Manager. The intending member shall also remit to the Club Manager at the said time the promissory note for the full amount payment to be paid. The intending member shall settle the two other instalments by the expiry of the time limits referred to above failing which his

or her membership shall lapse automatically and the amounts received by the Club as part payment of entrance fee shall remain for the Club.

B.2. For Foreign Companies or Corporations registered in Mauritius

(i) Entrance Fee: MUR.300,000.-

(ii) Monthly Subscription Fee: MUR.3475.-

(iii) One year Payment Plan for Entrance Fee (optional – with the establishment of a promissory note):-

Entrance Fee: MUR.300,000.-

Premium: MUR.25,000.-

Total Payment: MUR.325,000.-

Initial Payment: MUR.125,000.-

Before end of 6th month at the latest: MUR.100,000 Before end of 12th month at the latest: MUR.100,000.—

(iv) Fee per Nominee: MUR.100,000.-

The full membership entrance fee and temporary membership subscription shall be settled by the intending member at the time of the lodging of the completed application form duly signed with the Club Manager.

Where the intending member intends to avail itself of the One Year Payment Plan, the initial payment of membership entrance fee, the full fee for the nominees and the temporary membership subscription shall be settled by the intending member at the time of the lodging of the completed application form duly signed with the Club Manager. The intending member shall also remit to the Club Manager at the said time the promissory note for the full amount payment to be paid. The intending member shall settle the two other instalments by the expiry of the time limits referred to above failing which his or her membership shall lapse automatically and the amounts received by the Club as part payment of entrance fee shall remain for the Club.

(C) Temporary Membership

C.1. For TM1 Category

(i) Entrance Fee: MUR.50,000.-

(ii) Monthly Subscription Fee: MUR.5,500.-

C.2. For TM2 Category

(i) Entrance Fee: MUR.50,000.-

(ii) Monthly Subscription Fee: MUR.5,500.-

(D) Honorary Membership

Honorary membership may be conferred by the Executive Committee to an individual without the prerequisites or obligations of other memberships.

This status is awarded in recognition of achievements or service to the Club or to suitable dignitaries.

The duration of such membership shall not exceed 12 months but may be renewed annually at the discretion of the Executive Committee.

 The prescribed monthly subscription fee for ALL Members On Leave (MOL) shall be:

Single: MUR.500.-Family: MUR.600.-

Monthly Subscription for Senior Members:

Single/Family: Rs875.00

All above rates to take effect as from 1st July 2019.

(E) Full Membership Definitions

Single Membership

This membership consists of one person 18 years of age or older.

Family Membership

This membership is defined as a married couple with no or one or more dependent children or a single parent with one or more dependent children.

Dependent children under the age of 21 are members of the Club as part of a Family Membership. Dependent children of 21 years or older must either have their own membership or use the Club as a guest subject to the prescribed guest policy in force from time to time.

In the event of the divorce of spouses having membership privileges under a Family Membership, the members of the said Family Membership may, upon production of their final decree of divorce, request the division of the said Membership.

Temporary Membership

Temporary members must open an account with the Club by making a deposit in the prescribed amount.

A Temporary Member account shall be operated in accordance with Rule 7.2 of the Rules of the Club.

Temporary Members are not allowed to bring guests.

Temporary members are not allowed to take part in Club Championships. Temporary Members may be invited to partake in any sponsored private competitions or tournaments or golf open tournaments.

Temporary members must produce their HCP certificate prior to their round of golf.

Temporary Members must be accompanied by a caddy until the completion of the etiquette session and obtention of the HCP certificate.

Honorary Membership

Honorary membership may be conferred by the Executive Committee to an individual without the prerequisites or obligations of other memberships.

This status is awarded in recognition of achievements or service to the Club or to suitable dignitaries.

The duration of such membership shall not exceed 12 months but may be renewed annually at the discretion of the Executive Committee.

Senior Membership (BYE LAWS - 2000)

The members with at least twenty-five (25) years of membership and reaching the age of sixty (60) are termed "Senior "with a privilege of reduced subscription and waiver of green fee (golf only). Such privilege will become effective from the date of approval by the Executive Committee of the member's substantiated application. The privilege applies only to members who joined the club before 1st August 2000.

(F) Member's children

Children are defined as unmarried sons and daughters of Members under the age of twenty-one (21). Children shall have the same rights and privileges afforded the class of Membership to which the Member belongs, subject to all of the limitations set forth in the Rules and the Bye laws of the Club.

Members shall at all times supervise their children and minor guests so as to ensure that (i) they will not interfere with the enjoyment of Club facilities by adult Members and guests; (ii) they behave properly and in conformity with the Rules and By Laws of the Club.

Members are responsible and answerable for the behaviour of their children whilst on the Club's premises.

Member's children under 12 years old :-

(a) Children under twelve (12) are not permitted on the Club's premises unless accompanied by their parents, any one of them or an adult Member.

- (b) will not be allowed on the Club's premises past 21.00hrs from Monday to Thursday and past 22.00hrs on Friday to Sunday, except as may be otherwise approved by the Executive Committee.
- (c) are not allowed to sign chits
- (d) are not allowed in the Gym area of the Fitness Centre
- (e) are not allowed in the main bar and at the bar terrace
- (f) Children under twelve (12) must be accompanied by an adult in the Dining Room and restaurant terrace at all times.

Member's Children above 12 years old up to 21 years old:-

- (a) must abide by the Club Rules and By Laws
- (b) must abide by the Club's dress code
- (c) may sign chits with the written consent of their parents duly filed with the Club Manager
- (d) are not allowed into main bar if under 18 years of age
- (e) are not allowed to purchase alcoholic drinks / cigarettes if under 18 years of age.
- (f) are not allowed to introduce guests in the Club.
- (g) are not allowed to participate in any competition/ Tournament where money or drinks are involved.

V - GUESTS

Pursuant to MGC rule, Section 3: OBJECTS

The Club is a Member's place. Members are welcome to bring guests to the Club. Guests may use the Club, but only if accompanied by a Member.

The Club wants its Members to feel comfortable and eager to share their club with their guests, but as a private club, the Club wants to discourage any perception that our facilities may be used by simply accompanying a Member.

All Club policies, rules, and regulations, so far as are pertinent, shall apply alike to guest and Members of the Club. Members are responsible for the conduct and of their guests.

Members inviting guest(s) to the Club must report to the Reception Desk and/or Sporting Outlet to register and sign their Guest into the Guest's Book prior to using the Club facilities. Members must accompany the Guests at all times whilst using the Club facilities or being present on the Club premises.

Any person not registered as a guest will be refused admittance and service and may be asked to leave the Club's premises. The management must be notified in writing should a Guest be signed in to partake in sporting activities not practiced by the Club member in which case the Guest may be allowed to take part in the specific sporting activity unaccompanied by the club member at the discretion of the Club Manager.

Suspended/Terminated Members, any person declared as ineligible as Member of the Club cannot be introduced as guests. Save where expressly provided otherwise herein, no guest Person will be allowed to partake in any sporting activity more than twice in one calendar year. Any expense incurred by a Guest will be debited to the account of the member who registered him/her in.

(VI) CONDUCT

Pursuant to MGC rule, Section 6.10 - DISCIPLINARY ACTION

(A) The Do's And The Don't's

Members must act in a respectful and safe manner at all times whilst at the Club.

Members are responsible for their own behaviour, as well as the behaviour of their dependents and guests.

Slurs, racial comments, or degrading remarks by members are prohibited. Likewise, obnoxious and abusive language and rude, boisterous, disorderly or discourteous behaviour are also prohibited.

Members acting irresponsibly, improperly, or disrespectfully on the premises of the Club will not be tolerated and will be sanctioned. Likewise abuse or vandalism of any kind to club facilities will also not be tolerated. Members and guests are to conduct themselves in a manner that will not interfere with other Members or their guest's enjoyment of the Club.

The Management has the right to notify members and their guests of club policy and Bye Laws infractions and take appropriate measures to ensure that the member or guest abides by club policies and rules. The Club Manager and designated employees shall have the authority to evict from the Club premises any person(s) whose conduct is disorderly or contrary to the best interests of the Club. Harassment, sexual or otherwise, of Club staff will not be permitted. Sexual harassment includes, but is not limited to, unwelcome sexual advances, verbal or physical conduct of a sexual or similarly offensive nature, offensive comments, jokes, innuendoes and other sexually oriented statements.

Members of the Club shall not reprimand Club employees. Any complaint should be addressed to the Club Manager in writing.

Disciplinary action on a perceived violation of Club Rules and Regulations shall be initiated by filling out a written complaint, signed and dated by the complaining Member or staff, identifying the Member(s) charged and the violation, which shall be forwarded to the Club Manager and/or the Executive Committee.

The Manager is required to notify Executive Committee of any violation of the Club Rules and By Laws. The Executive Committee reviews the incident and will determine whether further action is warranted.

In order to meet special unforeseen situations, it may be desirable from time to time for the Manager and/or the Executive Committee to allow variances of certain requirements of the Bye Laws and the policies set out thereunder. Any variances granted of these Policies shall be made for the welfare of the overall Club in mind and shall not be considered as precedent setting.

(B) Use of Club's Facilities

The use of the Club's premises is restricted to members of the Club and their invited guests.

None of the Club's facilities shall at any time or in any manner be made available to the general public or to any non-member group or organization without express authorization of the Executive Committee.

Except in the event of an emergency, the member will be notified in advance of the Club House or any Club facility is closed for any reason.

Hours of operation

The Executive Committee and the General Manager shall establish the hours of operation and fees for each Club facility or service.

Food and Beverages

All food and beverages consumed anywhere on the Club premises must be purchased from the Club with exceptions granted by the Club Manager and as otherwise set forth in these Bye Laws.

Service of Alcoholic Beverages

The Club reserves the right to refuse the service of alcoholic beverages to any Member or guest who (1) cannot provide satisfactory evidence that he or she is eighteen (18) years of age or (2) appears to be intoxicated.

Directing of Staff

No Member may give directions to any Club staff regarding the operation of the Club.

No Member may directly countermand any instructions issued by Club Management to any staff member.

Any request to Club staff, other than with respect to usual service or actions, must be channelled through Club Management. Members may not berate, belittle, reprimand or discipline any Club staff.

Any Member concerns regarding the conduct of the staff should be communicated to the Club Manager. Club staff shall not be asked or directed to leave the Club premises except by the Club Manager.

Dress Code

It is expected that Members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club.

It is also expected that Members will advise their guests of the dress requirements. It is in fact the responsibility of all Members to inform their guests concerning the appropriate attire at the Club to avoid any possible embarrassment.

The Club reserves the right to deny access to anyone improperly dressed. Dress for special events may be defined for that occasion and prevailing dress definitions may be waived. The Executive Committee has given the sole authority to Club Management and staff to enforce the dress code policy including refusal of service and requesting any person(s) not compliant to leave.

(C) Clubhouse

Casual clothes, to include denim and appropriate golf and tennis attire, may be worn.

Golf shoes (no metal spikes) may be worn, but Members are strongly encouraged to clean their shoes before entering the dining area.

NO short shorts, cutoffs, swimsuits, bare midriffs or men's tank tops.

Shirts and shoes must be worn at all times.

"Courtesy" suggests that men remove their hats and caps while seated in the Clubhouse.

Golf Course

Men. Shirts must be with collar at all times. Shirts with sleeves must be tucked in. Pants or shorts must have a zipper or buttons.

Ladies. Pants or skirt/shorts of acceptable and appropriate golf length.

Prohibited Attire. Tank tops, halters, midriff baring shirts, short shorts, mini skirts /shorts, blue jeans, and metal spikes on shoes.

Shoes. Only soft spiked golf shoes permitted. Other shoes (such as tennis shoes) must be approved by the Golf Staff.

Loss or damage of Property

No property of the Club shall be removed from the premises. Damage to or loss of property of the Club, or of its Members or Guests, caused by a Member or a Member's Guest or Family, will be the responsibility of the Member and shall be charged to the Member.

The Club will not be responsible for any loss of, or injury to, any property of Members or Guests. The Club will not be responsible for loss of valuables, clothing, golf bags, clubs or other property.

Mobile Phones

For the comfort and enjoyment of your fellow Members, use of mobile phones are not permitted in the Dining Room, Fitness Center and during the classes in the Ballroom.

Automobiles

The Club will not be responsible for loss of or damage to any automobile or motorcycle on Club property

Pets

Pets will not be allowed at any time anywhere on the Club's premises.

(VII) GENERAL CODE OF CONDUCT IN SPECIFIC AREAS

(A) Main Hall And Dining

Smoking in the Main Hall and the Dining Area is prohibited.

Liquor and wine may be served with a pre-arranged corkage fee.

Tipping to any Club employee is prohibited and will cause immediate disciplinary action to the employee accepting such a tip.

For the comfort and enjoyment of Members, use of mobile phones and laptops are not permitted in the Dining area.

Children under twelve (12) are not permitted in the Clubhouse unless accompanied by an adult.

Anyone under the age of eighteen (18) is not allowed to sit at the Bar and in the Bar area. This area is intended for adults only.

(B) Tennis

The Club Manager shall have the authority to make decisions as to the Tennis Courts opening and closing.

All players must check in and register with the attendant in charge with before starting play. Members must indicate any guest that is playing. Play will be limited to one hour per group unless otherwise posted

Courts are not to be used when nets are lowered. Courts are not to be used for any purpose other than tennis save where expressly authorized by the Club Manager.

Players are required to wear proper tennis attire and shoes on the court at all times. Shirts must be worn at all times. Men must wear polo shirts or T-Shirts without collar but sleeveless shirts or polo are not allowed. Women are allowed to wear sleeveless Polo Shirts. Attire not permitted includes running shoes, black soled shoes, sports bras or cut-off jeans.

No food or beverages, other than water, are permitted on the Courts. At certain times designated by the Club Manager, other beverages may be permitted. Glass containers are not allowed on the courts at all times.

All trash is to be placed in the containers provided. Smoking is prohibited on the Courts and no game other than tennis may be played on the courts save if allowed by the Club Manager.

Excessive noise, racquet throwing, and profanity will not be permitted at any time. Persons not playing tennis are to remain outside the fence for their own protection.

Guests may play tennis no more than three times per calendar month. All guests must be accompanied by a Member and pay the appropriate guest fee.

The Tennis Captain and the Club Manager may prohibit any player from playing in case of misconduct or misbehaviour on the tennis courts at any time.

(C) Fitness Center

The Club Manager shall have the authority to make decisions as to the Fitness Centre golf opening and closing.

Members exercise at their own risk.

Children below the age of 12 are not allowed to use the Fitness Center.

Shirts and closed-toe shoes are required at all times.

Weights and mats must be returned to their designated areas. Dumbbells and weights must not be slammed or thrown on the floor when finished.

Trash and towels must be placed in the appropriate receptacles.

Cardio workout must be limited to 30 minutes when others are waiting for a machine.

Members are expected to be courteous to staff and other Members while working out.

No food or drink (except water and sports drinks) are allowed in the fitness area.

The Fitness Centre will be cleaned, maintained and restocked at regular intervals throughout the day. All Members are required to wipe down cardiovascular and strength equipment after each use. Paper towels and disinfecting spray are available for use.

The Club reserves the right to deny the use of the Fitness Center to anyone not willing or able to properly and safely use fitness equipment or if etiquette is not followed

All guests must be accompanied by a Member and pay the appropriate guest fee. A person may utilize the fitness facilities as a guest no more than 1 (one) time per calendar month, and may not come as a guest of multiple Members in the same calendar month. Members are responsible for knowing the status of their guests under this rule and should contact the Club Manager if they are unaware of a guest's status.

(D) Swimming Pool

The Club Manager shall have the authority to make decisions as to the swimming pool opening and closing.

All Members and guests of Members using the Mauritius Gymkhana Club Pool and pool area do so at their own risk and Mauritius Gymkhana Club assumes no responsibility for accidents of any kind.

All Members are required to register themselves and their quests at the pool entrance before entering the Pool.

All children under eight (8) years of age must be accompanied, at all times, by a responsible adult.

Showers must be taken before entering the Swimming Pool.

Persons having any skin disease, sore or inflamed abrasion, nasal or other discharge, or any communicable disease, open blisters, cuts, etc., shall not use the pool.

Spitting, spouting of water, pushing, running, throwing an individual into water, towel popping, profanity and all other dangerous objectionable conduct is prohibited.

Toys may be restricted at the discretion of the Management.

Proper swimming attire shall be worn in the pool and pool area at all times.

Swimming cap must be worn at all time whilst in the Swimming Pool.

Outside food and drink will not be allowed in the pool area.

All food and beverage must be purchased from the Mauritius

Gymkhana Club.

If the Club Manager deems it in the best interest of the Club, he may reserve the use of the swimming facilities for swim meets, exhibitions, special functions, or any other appropriate purpose. The Executive Committee shall be informed of all such events at lease 2–3 day in advance,

(E) Golf

The Golf course is opened throughout the year on Mondays through Sundays, unless the Golf Manager declares the course or part thereof unplayable. Play may be suspended for an indefinite period of time if weather conditions merit such action. If the golf course is closed, any Member not ceasing play immediately will be subject to disciplinary action.

The Golf Manager shall have at all times the authority to make decisions as to the golf course opening and closing. All players must report to the Caddy Master before starting play.

No persons other than Members and their guests engaged in regular play and properly registered may use or be on any part of the golf course during the golf season. Employees of the Club may use the golf course only on such days and at such times as expressly permitted by the Executive Committee.

Any player on the golf course may be required to identify him or herself and show proof of his/her Member or guest status to the Golf Professional Staff or other Club representative.

Guests must be accompanied by a caddy and should have a handicap. Members shall be responsible for the conduct of the guests at all times as well as any food, beverage and other purchases made by their guests at the Club.

The Mauritius Gymkhana Club desires to maintain a standard of dress and appearance on the golf course consistent with a private club for ladies and gentlemen. When using the golf course or practice areas, Members and guests are required to dress in an appropriate manner. Gentlemen are required to wear slacks or mid-length shorts and collared shirts including mock, turtle neck or knit shirts or sweaters at all times. Ladies are required to wear slacks, shorts or skirts which are appropriate for golf use and are not overly revealing.

All play and use of the golf course will be governed by the R&A Rules. All Members must observe the said Rules of golf with the exception of such local rules as may be put into effect, from time to time.

Players are required to observe the Rules of Etiquette as set forth in the MGC Local Rules and Etiquette.

Every effort shall be made by the players to respect the course at all times.

Trash must be placed in the waste containers at the teeing areas and restrooms. While smoking materials are allowed on the golf course, proper care must be exercised to prevent littering and the danger of fire. Pick up broken tees and loose spikes which can cause serious damage to mowers.

Greens must not be scuffed while walking or turning.

Only soft-spiked or soft-soled golf shoes or tennis shoes are permitted on the golf course. Other turf-type, metal spikes, or street shoes are not allowed. The use of good judgment should prevail in order to preserve the golf course in fine playing condition.

All caddies are to be treated with consideration, respect and understanding. Members may provide routine instruction and direction to caddies but may never berate, belittle, reprimand or discipline any caddie. If a caddie's performance is not satisfactory, any problems should be reported to the Golf Manager.

A visitor may play golf subject to the payment of the prescribed Visitor's Green Fees and strict compliance with the Club Rules and By Laws. A Visitor must always be accompanied by a caddie on the golf course. Golf bookings may be made one day in advance. A visitor may only play during off peak hours and are not allowed to play on week- ends.

(F) Children's Play Area

The Club Manager shall have the authority to make decisions as to the Children's Play Area opening and closing.

The Club accepts no liability for any accident to children and/ or adults occurring within the children's play area.

No child under eight years old is allowed in the children's play area unless accompanied by an adult.

The Management reserves the right to restrict access to the play areas during important Golf Competitions.

