



Palm Garden Golf Club By Laws

Governing Policies, Rules,
and Regulations
Version 2025.1

Palm Garden Golf Club – Club By-Laws

Version 2025.1

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PALM GARDEN GOLF CLUB IS A PROPRIETARY CLUB OPERATED BY:

Resort Villa Golf Course Berhad

Registration No.199101005756 (216066-U)

(A WHOLLY-OWNED SUBSIDIARY OF IOI PROPERTIES GROUP BERHAD)

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1. GENERAL RULES

1.1 Scope and Application

These By-Laws establish and govern the rights, responsibilities, conduct, and obligations of all Access Cardholders, their dependents, and guests while utilizing the facilities and services of Palm Garden Golf Club (“the Club”). The Club operates as a proprietary recreational facility under the exclusive management and ownership of the Club’s appointed Management (“Management”). These By-Laws are binding and form part of the contractual agreement between the Club and its Access Cardholders upon acceptance of Access Cardholder.

1.2 Proprietary Status and Management Authority

The Club is a proprietary, management-operated entity and is not owned by its Access Cardholders or any Access Cardholder association. As such, all decisions relating to the operation, administration, development, and strategic direction of the Club, including but not limited to financial management, Access Cardholder policies, facility usage, and disciplinary matters, rest solely and exclusively with the Management. Access Cardholders acknowledge that they have no ownership interest, voting rights, or control over the Club’s governance or Management.

1.3 Amendment and Modification of Rules

The Club expressly reserves the full and absolute right, at its sole discretion and without prior notice, to amend, supplement, revoke, modify, suspend, or otherwise change any of these By-Laws, rules, regulations, policies, Access Cardholder terms and conditions, operational procedures, and related guidelines at any time. Such amendments or changes shall take effect immediately upon publication or communication by the Club and shall be binding and enforceable against all Access Cardholders, their dependents, guests, and any event organizers or third parties utilizing the Club’s facilities. It is the responsibility of Access Cardholders to remain informed of any such changes.

1.4 Compliance and Enforcement

All Access Cardholders, their dependents, and guests are required to comply fully with these By-Laws, all rules, posted notices, directives, and instructions issued by the Club’s Management and staff at all times while on Club premises or participating in Club-related activities. Failure to adhere to these requirements may result in disciplinary action, including suspension or termination of Access Cardholder privileges, denial of access to facilities, or other measures as deemed necessary by the Club Management.

2. OPERATING HOURS

1.1 Facility Hours

Clubhouse	7:00 a.m. – 10:00 p.m.
Golf Course	7:00 a.m. – 7:00 p.m. (last tee-off 5.30 p.m.)
Driving Range	7:00 a.m. – 12:00 midnight (last ball 11:00 p.m.)
Pickle Ball Courts	7:00 a.m. – 12:00 midnight (last court booking 11.00 p.m.)
Gymnasium	7.00 a.m. – 10:00 p.m.
Swimming Pool	7:00 a.m. – 8:00 p.m.
Pool Table	7:00 a.m. – 12:00 midnight
Palm Terrace Café	7:00 a.m. – 10:00 p.m. (last order 9.30pm)

Tee Café	7:00 a.m. – 12:00 midnight (last order 11.00 p.m.)
Pool Bar	7:00 a.m. – 12:00 midnight (last order 11.00 p.m.)
Event/Meeting Rooms	As per confirmed booking

- 1.2 The Club's operating hours for all facilities, amenities, and food & beverage outlets shall be determined and published by the Club Management and may vary depending on the day of the week, season, or special event.
- 1.3 The Club reserves the right to amend, modify, or temporarily suspend the operating hours of any or all facilities and outlets at its sole discretion, without prior notice to Access Cardholders. Such changes may be necessary for maintenance, safety, operational efficiency, or in response to external circumstances beyond the Club's control.
- 1.4 Access Cardholders are advised to refer to official Club communications, notices, or digital platforms for the latest information on operating hours.
- 1.5 The Club shall endeavour to minimize inconvenience to Access Cardholders and guests when adjusting operating hours and will provide notice of significant or prolonged changes whenever reasonably possible.
- 1.6 **Force Majeure:** The Club shall not be held responsible or liable for any failure or delay in operating any of its facilities or services due to circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, government directives, strikes, acts of terrorism, civil unrest, or any other force majeure events.
- 1.7 The Club shall not be liable for any loss, inconvenience, damage, or expense incurred by Access Cardholders arising from changes, suspensions, or closures of Club facilities caused by force majeure or any other reason.

3. PALM GARDEN ACCESS CARD

3.1 Type of Categories

(a) Privilege Access Card

- (i) **Eligibility:** Individual property owners of residential determined by IOI Properties.
- (ii) **Access Rights:** Full access to golf course, pickle ball courts, swimming pool, gymnasium and leisure amenities. Driving range, locker rooms, Palm Terrace Café, Tee Café, Pool Café, Pool Bar are available on a pay-per-use basis.
- (iii) **Conditions:** Subject to the prevailing terms and conditions stipulated in the residential agreement, and contingent upon full compliance with its provisions. These terms shall remain in force for the duration of the valid contract.
- (iv) **Transferability:** The Privilege Access Card is non-transferable, as it is registered to and linked with a specific residential unit.
- (v) **Family Privileges:** The Privilege Access Card extends access privileges to one (1) legal spouse and children below 18 years of age of each nominee. These dependents may use the Club's facilities when accompanied by the nominee and must abide by the Club's rules and etiquette. Family privileges require submission of supporting documents such as marriage and birth certificates for dependents.
- (vi) **Usage Regulations:** Access Cardholders must adhere to the Club's golf and sports booking policies, including tee time reservation limits, cancellation protocols, and guest policies. Guest play is allowed under conditions specified by the Club and is subject to additional fees.

(b) Golf Access Card

- (i) **Eligibility:** Individual applicants must be aged 18 years and above.
- (ii) **Access Rights:** Full access to golf course, pickle ball courts, swimming pool, gymnasium and leisure amenities. Driving range, locker rooms, Palm Terrace Café, Tee Café, Pool Café are available on a pay-per-use basis.
- (iii) **Validity:** Access Card is valid for a period of 360 days from the date of activation. Renewal is subject to prevailing fees and compliance with Club terms and policies.
- (iv) **Transferability:** Golf Access Card may be transferred to another eligible individual once during the validity period, subject to the approval of the Club Management with payment of a transfer fee at a prevailing rate payable to the Club. Transfers must comply with the Club's transfer policies and procedures.
- (v) **Usage Regulations:** Access Cardholders must adhere to the Club's golf booking policies, including tee time reservation limits, cancellation protocols, and guest policies. Guest play is allowed under conditions specified by the Club and is subject to additional fees.

(c) Corporate Golf Access Card

- (i) **Eligibility:** Open to legally registered companies or organizations. The Corporate Access Card is issued under the company's name and may be assigned to up to two (2) nominated individuals aged 18 years and above, subject to Club Management's approval.
- (ii) **Nomination Conditions:** Each Corporate Access Card permits up to two (2) active nominees at any given time. Nominee assignments are allowed within the same registered company or organization only, under the conditions stated herein. Companies or organizations may request to change either or both nominees during the access card validity period, subject to the Club's approval and payment of the applicable nomination fee at the prevailing rate. All changes must be submitted in writing using the prescribed form and are not retroactive.
- (iii) **Access Rights:** Each nominated cardholder shall enjoy full access to the golf course, pickleball courts, swimming pool, gymnasium, and other leisure amenities. Driving range, locker rooms, Palm Terrace Café, Tee Café, and Pool Café are available on a pay-per-use basis.
- (iv) **Validity:** Access Card is valid for a period of 360 days from the date of activation. Renewal is subject to prevailing fees and compliance with Club terms and policies.
- (v) **Family Privileges:** The Corporate Access Card extends access privileges to one (1) legal spouse and children below 18 years of age of each nominee. These dependents may use the Club's facilities when accompanied by the nominee and must abide by the Club's rules and etiquette. Family privileges require submission of supporting documents such as marriage and birth certificates for dependents.
- (vi) **Transferability:** The Corporate Access Card is may be transferred to another eligible companies or organization once during the validity period, subject to the approval of the Club Management with payment of a transfer fee at a prevailing rate payable to the Club. Transfers must comply with the Club's transfer policies and procedures.
- (vii) **Usage Regulations:** All nominees must comply with the Club's policies, including golf booking rules, tee time reservations, guest protocols, and cancellation terms. Guest access is permitted as per Club guidelines and subject to applicable charges.

- (viii) **Corporate Accountability:** The registered company or organization shall remain liable for the behaviour and compliance of all nominated individuals and their accompanying dependents or guests. Misconduct or policy violations may lead to suspension or revocation of corporate access privileges.
- (d) **Sports Access Card**
 - (i) **Eligibility:** Individual applicants must be aged 18 years and above.
 - (ii) **Access Rights:** Full access to pickle ball courts, swimming pool, gymnasium and leisure amenities. Driving range, locker rooms, Palm Terrace Café, Tee Café, Pool Café are subject to utilization charges payable by the card holder. Golf course is not included.
 - (iii) **Validity:** Access Card is valid for a period of 360 days from the date of activation. Renewal is subject to prevailing fees and compliance with Club terms and policies.
 - (iv) **Transferability:** Sports Access Card is non-transferable and non-assignable.
 - (v) Access Card Types:
 - (vi) **a) Individual Sports Access Card:** Open to individuals aged 18 years and above.
b) Family Sports Access Card: Includes one (1) primary Access Cardholder age 18 years and above, one (1) legal spouse, and up to two (2) children under the age of 18 years. The family unit shall consist of no more than four (4) individuals in total. All family Access Cardholders share equal access rights to the Club's non-golf facilities. Family privileges require submission of supporting documents such as marriage and birth certificates for dependents.

3.2 Refundable Security Deposit

- 3.2.1 A refundable security deposit is required upon registration for each type of Access Card. The deposit amounts are as follows:
 - a) Golf Access Card and Corporate Access Card – RM1,000**
 - b) Sport Access Card – RM500**
- 3.2.2 This deposit serves as a safeguard against any damages to Club property or facilities caused by the Access Cardholder, their guests, or dependents during the validity period of the card. The Club reserves the right to deduct from the deposit any amount necessary to cover repairs, replacements, or penalties arising from such damage or misconduct. Any remaining balance, if applicable, will be refunded upon termination or cancellation of the Access Card, subject to final inspection and settlement of all outstanding dues.
- 3.2.3 If no deductions are necessary, the full deposit will be refunded to the cardholder at the end of the Access Card's validity period. In the event the card is renewed, the existing deposit may be carried forward to the new term, provided the amount remains sufficient.
- 3.2.4 If any deductions have been made during the previous term, the cardholder will be required to top up the balance to maintain the full deposit requirement.

3.3 Access Card Issuance

- 3.3.1 **Issuance:** Each cardholder will be issued a personalized Card upon successful registration and payment of prevailing fee.

- 3.3.2 **Usage:** Valid Card must be presented for access to Club facilities, services, and activities. Cardholders are required to carry their card at all times when on Club premises.
- 3.3.3 **Non-transferability:** Cards are strictly non-transferable and may only be used by the registered Access Cardholder or authorized dependents where applicable.
- 3.3.4 **Replacement:** Lost or damaged Cards must be reported immediately to Club Management. A replacement Card will be issued upon payment of the applicable replacement fee of the prevailing rate. The Club reserves the right to deactivate the lost card to prevent unauthorized use.

3.4 Access Card Privileges and Conditions

- 3.4.1 **Cardholder Rights:** It grants access rights to Club facilities and services as per the Access Card category but does not confer any ownership interest or equity in the Club. Cardholders have no right to vote or interfere in Club affairs unless specifically stated in these By-Laws or other governing documents.
- 3.4.2 **Conduct:** Cardholders are expected to conduct themselves in a manner that upholds the Club's standards of etiquette, safety, and community spirit. The Club reserves the right to suspend or terminate Access Cardholder for conduct deemed detrimental to the Club or its cardholders.
- 3.4.3 **Compliance:** All cardholders agree to comply with Club rules, policies, and any amendments made by Club Management or the Board of Directors. Failure to comply may result in suspension or cancellation of Access Card privileges.
- 3.4.4 **Benefits and Discounts:** Cardholders may be eligible for special rates, discounts, or invitations to exclusive events as determined by the Club. These benefits are subject to change at the Club's discretion.
- 3.4.5 **Guest Policy:** Cardholders may entertain guests within the parameters set forth by the Club's guest policy, including advance registration and applicable fees. The Cardholders remain responsible for the behaviour of their guests.

4. GENERAL CONDUCT & DISCIPLINE

- 4.1 All Access Cardholders and guests are expected to conduct themselves in a courteous, respectful, and responsible manner at all times while on Club premises or participating in Club activities. This includes treating fellow cardholders, guests, staff, and visitors with dignity and respect.
- 4.2 The following behaviours are strictly prohibited and will result in disciplinary action: harassment, intimidation, discrimination, theft, vandalism, verbal or physical abuse, disruptive conduct, violation of Club rules, or any action that compromises the safety, security, or enjoyment of others.
- 4.3 The Club reserves the right to take disciplinary measures it deems appropriate to maintain a safe and pleasant environment, including but not limited to the following actions:
 - 4.3.1 **Verbal Warnings:** Issued as an initial notice to inform the Cardholder and Guest of inappropriate behaviour or violation of Club rules.
 - 4.3.2 **Written Warnings:** Formal documentation of the Cardholder and Guest's misconduct, which will be recorded in the Club's records.
 - 4.3.3 **Temporary Suspension:** Suspension of the Cardholder's privileges and access to Club facilities for a specified period.

4.3.4 Termination of Access Cardholder's Access: Permanent revocation of Cardholder's access without refund, applied in cases of serious or repeated violations.

- 4.4 All disciplinary actions shall be carried out fairly and impartially, with consideration of the circumstances and severity of the conduct.
- 4.5 Cardholders subject to disciplinary action have the right to submit a written appeal to the Club Management within two (2) weeks from the date of issuance of disciplinary letter. Management will review the appeal and communicate the final decision in writing. The decision of the Club Management shall be final and binding.
- 4.6 The Club reserves the right to take immediate action in cases where behaviour poses an imminent threat to safety or the Club's reputation.

5. GUEST & VISITOR ACCESS

- 5.1 All guests must be registered at the front desk or designated check-in point and must be accompanied by their host Cardholder at all times while on Club premises. Unaccompanied guests will not be granted entry under any circumstances unless specifically authorized in writing by Club Management.
- 5.2 The Club reserves the right to limit or deny guest or visitor access during peak periods, public holidays, weekends, or Club-hosted events where capacity is restricted or where guest presence may interfere with Cardholder enjoyment. Cardholders are advised to check guest access status in advance, especially during high-demand periods.
- 5.3 Each Cardholder may bring guests to the Club, subject to the maximum number of guests as determined by the Club's prevailing Guest Policy. The Club reserves the right to revise or impose guest limits at its sole discretion based on operational capacity, peak periods, or other considerations. Any exception to the prescribed guest limit must receive prior written approval from the Club Management. All guests must comply to the Club's rules, conduct standards, and applicable guest fees.
- 5.4 Guests and visitors must adhere to all Club rules, regulations, dress codes, and behaviour standards. It is the responsibility of the host Cardholder to ensure their guests are properly attired, observe Club decorum, and comply with all facility-specific rules (e.g., gymnasium, golf course, pickleball courts, F&B outlets).
- 5.5 Cardholders shall be held fully accountable for the actions and conduct of their guests. This includes but is not limited to any damage, misconduct, violation of Club policies, or non-payment of incurred charges.
- 5.6 Any misconduct, policy violation, or disturbance caused by a guest may result in disciplinary action against the host Cardholder, including but not limited to warnings, suspension of guest privileges, or temporary suspension of Access Cardholder.
- 5.7 The Club reserves the right to refuse entry or remove any guest or visitor whose behaviour is deemed inappropriate, disruptive, unsafe, or contrary to the Club's values and standards, at the discretion of Club Management.

6. DRESS CODE POLICY

<u>Area</u>	<u>Attire Guidelines</u>
Golf	Collared shirt, tailored pants or shorts, and soft spike golf shoes. Denim, singlets, and slippers are not permitted.
Pickle Ball Courts	Sports or activewear with non-marking court shoes. Slippers, sandals, or marking soles are not allowed.

Gymnasium	Proper sports attire with closed-toe athletic shoes. Open-toe footwear, sandals, or casual wear is not allowed.
Swimming Pool	Proper swimwear is mandatory. T-shirts, undergarments, cotton attire, sportswear, and denim are strictly prohibited. Children not toilet-trained must wear swim diapers.
Event spaces / Cafés	Smart casual or clean sportswear is required. Wet attire, towels, or barefoot access is not permitted.

7. GOLF RULES AND CONDUCT

7.1 General Rules

- 7.1.1 All play on the golf course shall be conducted in accordance with the official rules and regulations of The R&A and the Malaysian Golf Association (MGA), unless otherwise modified by local rules published by the Club.
- 7.1.2 It is the responsibility of all Access Cardholders with golfing access and their guests to familiarize themselves with these rules, including local rules, dress code, safety guidelines, and etiquette protocols.
- 7.1.3 The Club reserves the right to update or amend these golf rules and conditions at any time. Access Cardholders are advised to stay informed of all updates via the Club's official communication channels.

7.2 Handicap Requirements

- 7.2.1 All players must possess a valid and current MGA-recognized golf handicap.
- 7.2.2 Players without a valid handicap may only play with prior written approval from Club Management and may be subject to play restrictions, designated tee times, or pairing with flight partners of similar playing ability.
- 7.2.3 The Club reserves the right to group players based on skill level to ensure pace of play and on-course efficiency.

7.3 Booking & Cancellation Policy

- 7.3.1 Tee time bookings may be made up to five (5) days in advance via the Club's front desk, official website, or mobile booking application. Early booking is recommended, especially on weekends and public holidays.
- 7.3.2 Walk-ins will only be accepted subject to availability on the day.
- 7.3.3 Cancellations must be made at least:
 - (i) 24 hours in advance for weekday bookings, and
 - (ii) 48 hours in advance for weekends and public holidays.
- 7.3.4 Failure to comply may result in the imposition of administrative charges, forfeiture of booking privileges, or temporary suspension of access.

7.4 Guest Policy

- 7.4.1 Each Access Cardholder with golfing access may bring a maximum of three (3) guests per flight unless otherwise approved in writing by Club Management.
- 7.4.2 All guests must be registered at the Golf Reception prior to play. Guest fees and relevant terms apply.
- 7.4.3 The Access Cardholder shall be fully responsible for the conduct, attire, and observance of Club rules by their guests.

7.5 Etiquette, Dress Code & On-Course Conduct

- 7.5.1 All players must observe proper golfing etiquette and maintain a respectful, courteous attitude towards fellow players, Club staff, caddies, and marshals.
- 7.5.2 The following conduct requirements apply:

- (i) Club-issued bag tags must be visibly displayed at all times.
- (ii) Only soft-spiked golf shoes are allowed. Metal spikes are strictly prohibited.
- (iii) Golf attire must comply with the Club's dress code policy.
- (iv) Players must care for the course: repair divots, rake bunkers, and fix ball marks.
- (v) Avoid slow play. Players must maintain pace with the group ahead.

7.6 Suspension of Play & Rain Check Policy

7.6.1 In the event of adverse weather or course closure, the Club reserves the right to suspend or terminate play.

7.6.2 Rain checks will be issued under the following conditions:

- (i) 18-hole rain check if play is terminated before completing the 3rd hole.
- (ii) 9-hole rain check if play is terminated before completing the 9th hole.
- (iii) No rain check will be issued once the 9th hole is completed.

7.6.3 Rain checks apply only to green fees. Buggy and caddy fees are strictly non-refundable, regardless of the number of holes completed.

7.6.4 Rain checks must be redeemed within thirty (30) days, subject to tee time availability.

7.7 No-Show Policy

7.7.1 A no-show fee will be imposed on any Access Cardholder with golfing access or guest who fails to show up for a confirmed booking without proper cancellation notice as per Clause 7.3.3.

7.7.2 The Club reserves the right to charge a no-show fee of RM100.00 per ball, which will be billed to the responsible Access Cardholder's account.

7.7.3 For prepaid guest bookings, no refund will be issued for no-shows. Such payments will be forfeited as a penalty.

7.7.4 Repeated no-shows may lead to suspension of golf booking privileges or access to the golf course at the discretion of Club Management.

8. PICKLEBALL COURTS RULES & CONDUCT

8.1 Use of the pickleball courts is strictly by advance booking only. Reservations may be made through the Club's front desk, official website, or mobile application, subject to availability and in accordance with the Club's booking procedures.

8.2 Each Access Cardholder is entitled to book a maximum of one (1) court per day. In the case of Access Cards with family privileges, the entitlement is limited to one (1) court per household per day, regardless of the number of cardholders under the same family account. This policy is intended to ensure fair and equitable access for all users.

8.3 Split bookings made under different family Access Cardholder names or grouped arrangements for the purpose of extending playtime beyond the allowed duration are strictly prohibited. The Club reserves the right to cancel such bookings and take appropriate disciplinary action.

8.4 Each booking is limited to a maximum of one (1) hour per day and must be made in advance. A second hour of play may be permitted on the day of play, subject to court availability at the time of registration and approval by the Club.

8.5 Bookings may be made up to five (5) days in advance. Cancellations must be made at least twenty-four (24) hours prior to the scheduled session. Failure to cancel on time may result in a temporary suspension of booking privileges or applicable penalties.

- 8.6 All players must wear appropriate sportswear and non-marking court shoes. Bare feet, slippers, sandals, and inappropriate clothing are strictly prohibited. The Club reserves the right to deny access to those who do not comply with the dress code.
- 8.7 A maximum of four (4) players is allowed per court at any given time. Only individuals whose names appear on the confirmed booking list are permitted to access and use the court. Substitutions are not allowed without prior notification and approval.
- 8.8 Each court booking may include guests, subject to a guest fee of RM5.00 per person. Guests must play on the same court as the Access Cardholder who made the booking. No additional court allocation will be provided for guests under this arrangement. Should guests wish to play on a separate court, the standard visitor booking policy shall apply, along with prevailing guest charges.
- 8.9 Spectators must remain outside of the court area at all times. Children under the age of twelve (12) must be supervised by a responsible adult and may not be left unattended within or around the court premises.
- 8.10 Only approved pickleball paddles and balls are permitted on court. Equipment must be appropriate for court use to prevent damage to the playing surface. The Club provides rental options upon request and subject to availability.
- 8.11 Coaching, private lessons, or group training sessions are not permitted unless prior written approval is obtained from Club Management. Unauthorized coaching may result in suspension of facility use or further disciplinary action.
- 8.12 No food or open beverages are allowed on the court. Only sealed water bottles or sports drinks in non-glass containers are permitted. Any spillage must be cleaned immediately by the players.
- 8.13 Access Cardholders must vacate the court promptly at the end of their allotted time to ensure the smooth transition of bookings and avoid encroaching on the next group's time.
- 8.14 The Club reserves the right to cancel, reassign, or modify bookings at its absolute discretion due to operational needs, maintenance requirements, Club events, or policy enforcement. Affected Access Cardholders will be notified where possible.

8.15 Outdoor Court – Rain Policy & Rain Checks

- 8.15.1 Please note that the pickleball courts are outdoor facilities and are not covered. In the event of rain or wet surfaces, Club staff will not mop, dry, or otherwise prepare the court for play.
- 8.15.2 The drying and playability of the courts are entirely subject to natural weather conditions. Access Cardholders are advised to inspect the courts and use their discretion before play.
- 8.15.3 Requests for accelerated drying or special treatment of the courts will not be entertained under any circumstances.
- 8.15.4 Rain checks will be provided only for guest or visitor bookings that have been paid in advance, and are issued on the basis of the hour of disruption. Club Access Cardholders are not eligible for rain checks.
- 8.15.5 Rain checks are non-transferable and valid only for similar facility use (pickleball court) within thirty (30) calendar days from the date of issue.

8.16 No-Show Policy

- 8.16.1 A "no-show" is defined as any confirmed booking where the Access Cardholder, guest or all registered players fail to appear for their reserved session without proper cancellation in accordance with Clause 8.5.

- 8.16.2 A no-show fee of RM10.00 per court booking shall be imposed on the Access Cardholder responsible for the reservation.
- 8.16.3 For guest-inclusive bookings, any no-show guests shall forfeit their guest fee. No refund or credit will be provided.
- 8.16.4 For prepaid guest bookings, no refund will be issued for no-shows. Such payments will be forfeited as a penalty.
- 8.16.5 Repeated no-shows may result in temporary suspension of court booking privileges for up to thirty (30) days, at the discretion of Club Management.

9. SWIMMING POOL

- 9.1 Only proper swimwear is permitted in the pool. Swimwear must be made of suitable materials such as Lycra or nylon. Cotton clothing, T-shirts, undergarments, denim, or other non-swim fabrics are strictly prohibited as they may compromise water hygiene, damage filtration systems, or pose a safety hazard.
- 9.2 Children under the age of twelve (12) must be accompanied and actively supervised by a parent or responsible adult at all times while in or around the pool area. The supervising adult assumes full responsibility for the child's behaviour and safety.
- 9.3 For the safety and enjoyment of all pool users, the following are strictly prohibited:
 - (i) Diving into the pool
 - (ii) Running on the pool deck
 - (iii) Pushing, roughhousing, or any form of aggressive play
 - (iv) Bringing glassware or sharp objects into the pool areaFailure to observe these rules may result in injury or disciplinary action.
- 9.4 There is **NO LIFEGUARD on duty**. All Access Cardholders and guests use the swimming pool entirely at their own risk. The Club shall not be held liable for accidents, injuries, or fatalities arising from the use of the swimming pool. Individuals with medical conditions should consult a doctor before swimming.
- 9.5 The Club reserves the right to temporarily close the swimming pool at any time without prior notice for safety, maintenance, cleaning, water treatment, or inclement weather. Notice will be provided, when possible, but emergency closures may be implemented immediately as needed.
- 9.6 All swimmers must shower before entering the pool to maintain hygiene and water quality. Persons with open wounds, contagious skin conditions, or signs of illness should refrain from using the pool.
- 9.7 Pool furniture and amenities must be used with care and returned to their original position after use. Reserving chairs or loungers with towels or personal belongings for extended periods is discouraged.
- 9.8 Food is not allowed within the immediate pool deck area. Drinks must be in non-breakable containers. All litter must be disposed of in designated bins.
- 9.9 Outside food and beverages are strictly prohibited within the swimming pool area and all surrounding facilities. All food and drink must be purchased from the Club's designated outlets or approved providers. If any Access Cardholder or guest is found to have brought in outside food or beverages, the Club reserves the right to impose corkage or cleaning charges at its sole discretion. Repeated violations may result in disciplinary action or suspension of facility access.

- 9.10 Coaching, private lessons, or group training sessions are not permitted unless prior written approval is obtained from Club Management. Unauthorized coaching may result in suspension of facility use or further disciplinary action.
- 9.11 The Club reserves the right to enforce all pool rules and to remove or restrict access to any Access Cardholder or guest who fails to comply. Repeated violations may result in suspension of pool privileges.

10. GYMNASIUM

- 10.1 The gym facility is strictly for use by Access Cardholders aged eighteen (18) years and above. Individuals below this age are not permitted to enter or use the gym, even under adult supervision, to ensure safety and liability compliance.
- 10.2 Proper gym attire must be worn at all times. This includes athletic wear and appropriate closed-toe sports shoes. The following are not permitted: sandals, slippers, bare feet, jeans, office attire, or any clothing that may compromise safety or hygiene.
- 10.3 Access Cardholders are required to use a clean towel while using any gym equipment, benches, or mats. After use, Access Cardholders must wipe down all equipment with the provided sanitizing materials to maintain hygiene and prevent the spread of germs.
- 10.4 Loud music, shouting, or disruptive behaviour is strictly prohibited in the gym. Access Cardholders are requested to use personal headphones when playing music and to maintain a respectful, quiet environment conducive to focused workouts. Loitering or occupying equipment unnecessarily is discouraged, especially during peak hours.
- 10.5 Any form of personal training, coaching, or instruction by non-Club staff is not permitted unless approved in writing by Club Management. Unauthorized commercial activity or solicitation within the gym premises is strictly prohibited.
- 10.6 The use of the gym is at the sole risk of the Access Cardholder. The Club shall not be liable for any injuries, health conditions, accidents, or damages arising from the use of gym equipment or participation in physical activity. Access Cardholders are encouraged to consult a physician before beginning any exercise program.
- 10.7 Equipment must be used only for its intended purpose. Access Cardholders are expected to handle all equipment with care and report any malfunctions or damages to Club staff immediately.
- 10.8 Bags and personal belongings should be kept in lockers or designated storage areas. Items left unattended in the gym area may be removed by staff for safety reasons.
- 10.9 The Club reserves the right to temporarily close the gym or restrict access for maintenance, cleaning, private sessions, or safety inspections. Notice will be given in advance whenever possible.
- 10.10 Repeated violations of gym rules may result in temporary suspension or permanent revocation of gym access privileges.

11. POOL TABLE

- 11.1 Use of the pool table is restricted to Access Cardholders aged eighteen (18) years and above. Access Cardholders under the age of eighteen may only access the facility under the direct supervision of a parent or responsible adult Access Cardholder. The supervising adult shall be fully accountable for the conduct and safety of the minor.
- 11.2 The pool table is available on a first-come, first-served basis or by advance booking, where applicable. Booked sessions take precedence. Access Cardholders are

encouraged to be considerate of others and limit playtime during peak hours if others are waiting.

- 11.3 Appropriate attire is required at all times while using the pool facility. Access Cardholders and guests must wear smart casual or sportswear. The following are strictly prohibited: slippers, sandals, bare feet, wet clothing, or any attire deemed unsuitable by Club staff.
- 11.4 No food or beverages are allowed on or near the pool table. Spillage or contamination may result in damage to the playing surface and equipment. Any damage resulting from such negligence may be charged to the responsible Access Cardholder.
- 11.5 All equipment, including pool cues, balls, triangle racks, chalk, and other accessories, must be handled with care and returned neatly to the designated storage area after use. Access Cardholders must report any missing or damaged items to Club staff immediately.
- 11.6 The Club reserves the right to close the pool table temporarily for maintenance, cleaning, Club-organized events, or private functions. Advance notice will be provided where possible, but the Club retains discretion to make immediate closures in cases of urgency.
- 11.7 Access Cardholders are expected to maintain a quiet and respectful environment in the pool area to preserve the recreational atmosphere and avoid disrupting others.
- 11.8 Misuse of the facility, equipment damage, or inappropriate behaviour may result in disciplinary action, including suspension of pool privileges.

12. CHANGING ROOMS

- 12.1 All guests shall register at the designated counter prior to using the Club's facilities, including the changing rooms.
- 12.2 One towel shall be provided in each locker; any request for additional towels shall be made at the Registration Counter and is subject to availability.
- 12.3 All used towels shall be returned to the designated towel return baskets located within the changing rooms.
- 12.4 Smoking is strictly prohibited within the air-conditioned changing rooms.
- 12.5 No toiletries, slippers, or any other items belonging to the Club shall be removed from the changing room.
- 12.6 Valuables shall not be stored in the lockers; the Club shall not be held liable for any loss, theft, or damage to personal belongings.
- 12.7 Bath towels **SHALL NOT BE USED** to wipe shoes or any other equipment.
- 12.8 All lockers shall be properly secured before the user leaves the changing room.
- 12.9 The Club shall not be responsible for any loss of items kept in lockers or left unattended within the changing room premises.

13. FOOD & BEVERAGE OUTLETS

- 13.1 The Club's food and beverage (F&B) outlets, including but not limited to the Palm Terrace Café, Tee Café and Pool Bar, are open to all Access Cardholders and their invited guests during operating hours. Guests must be accompanied by a Access Cardholder unless prior arrangements have been approved by Management.
- 13.2 All patrons are expected to adhere to a smart casual or appropriate sportswear dress code while dining at the Club's F&B outlets. Sleeveless shirts (for men), torn clothing, or

attire deemed inappropriate may result in refusal of service. Proper footwear is required at all times.

- 13.3 Wet attire, swimwear, towels, and soiled sportswear are strictly prohibited within the dining premises. Patrons are requested to ensure they are dry and appropriately dressed before entering any dining facility.
- 13.4 Outside food and beverages are not permitted within the Club's F&B outlets unless expressly approved by Club Management. Corkage fees will apply to any alcoholic beverages brought in by Access Cardholders, subject to prior approval. The Club reserves the right to refuse any items that may disrupt the outlet's operations or compromise health and safety standards.
- 13.5 To ensure the best possible service and seating arrangements, Access Cardholders are strongly encouraged to make reservations in advance for dining groups of eight (8) persons or more. Walk-in groups may experience longer wait times or limited availability.
- 13.6 All Access Cardholders and guests are expected to behave in a respectful and courteous manner towards Club staff and other patrons at all times. Rude behaviour, aggressive conduct, or verbal abuse will not be tolerated and may result in disciplinary action.
- 13.7 The Club reserves the right to allocate seating, modify service hours, close sections of the outlets for private events, and adjust menus without prior notice.
- 13.8 Service charges and prevailing taxes may apply to all food and beverage purchases, and tipping is not required as service is included.

14. BANQUET EVENT SPACES & MEETING ROOMS

- 14.1 All banquet event spaces and meeting rooms are available for use by Access Cardholders, guests, and approved external parties strictly by advance booking with payments. Availability is subject to prior reservation and confirmation by the Club.
- 14.2 A deposit, as stipulated in the booking agreement, is required to confirm any reservation. Full payment and final confirmation must be completed within the timelines specified by the Club to secure the booking.
- 14.3 Audio-visual equipment, catering services, and any special arrangements are available upon request and must be booked in advance. Additional charges may apply depending on the services required.
- 14.4 Event organizers are responsible for ensuring that the venue is returned in a clean, orderly condition and without any damage to the property, furnishings, or equipment. The Club reserves the right to charge for any cleaning, repair, or replacement costs resulting from negligence or misuse.
- 14.5 Noise levels must be maintained at a reasonable level at all times to avoid disturbance to other Access Cardholders, guests, and neighboring properties. The Club reserves the right to require adjustments or termination of activities if noise levels exceed acceptable limits.
- 14.6 Cancellations and amendments to bookings must comply with the terms outlined in the event agreement. Failure to adhere to these terms may result in forfeiture of deposits or additional charges.
- 14.7 The Club reserves the right to implement, modify, or enforce any terms and conditions deemed necessary in relation to any event held on Club premises. These may include, but are not limited to, health and safety protocols, capacity limits, and conduct guidelines.

- 14.8 The Club retains absolute discretion to reject or decline any event request or proposal that is considered inappropriate, inconsistent with the Club's values, policies, or operational guidelines, or that may adversely affect the Club, its Access Cardholders, guests, or reputation. The Club is under no obligation to disclose the reasons for such decisions.
- 14.9 Event organizers shall comply with all applicable laws, regulations, and Club policies while using the facilities. The Club may require proof of necessary permits or licenses prior to approval of certain events.
- 14.10 The Club is not liable for any loss, damage, or injury arising from the use of event spaces or meeting rooms. Event organizers assume full responsibility for the conduct of their guests and any associated risks.

15. PARKING REGULATIONS

15.1. General Parking Use

- 15.1.1 Parking facilities are provided for the convenience of Access Cardholders, guests, and visitors during their use of the Club's premises only.
- 15.1.2 All vehicles must be parked in designated bays. Parking in front of fire exits, loading zones, drop-off points, or other non-designated areas is strictly prohibited.

15.2. No Overnight Parking

- 15.2.1 Overnight parking is strictly prohibited.
- 15.2.2 Vehicles remaining in the parking area after 1:00 AM are subject to clamping or towing at the owner's expense.
- 15.2.3 In the event of a vehicle breakdown, the driver must notify Security immediately.

15.3. Clamping & Towing

- 15.3.1 Vehicles found parked in violation of Club rules (e.g., obstructing access, parked overnight) may be clamped without warning.
- 15.3.2 A clamping release fee of RM100.00 will be charged.
- 15.3.3 The Club reserves the right to tow vehicles at the owner's expense in cases of repeated or serious violations.

15.4. Liability

- 15.4.1 The Club is not responsible for any damage, loss, or theft involving vehicles or vehicle contents while parked on Club property.
- 15.4.2 Owners are encouraged to lock their vehicles and not leave valuables inside.

15.5. Conduct in Parking Area

- 15.5.1 Access Cardholders and guests must drive cautiously and adhere to posted speed limits and signage.
- 15.5.2 Reckless driving, sounding of horns, or other disruptive behaviour is prohibited.

16. SMOKING & PROHIBITED ITEMS

- 16.1 The Club strictly adheres to the laws and regulations of Malaysia, under which smoking is strictly prohibited within the club premises. Smoking, including the use of electronic cigarettes, vaping devices, cigars, and other tobacco products, is strictly prohibited within all indoor areas of the Club premises. This includes lounges, changing rooms, meeting rooms, dining outlets, and any enclosed facility.

- 16.2 Smoking and vaping are permitted only in clearly designated outdoor smoking zones as determined by the Club. Access Cardholders and guests must ensure that they dispose of cigarette butts and related waste in the receptacles provided. Failure to comply may result in disciplinary action or cleaning charges.
- 16.3 The use or consumption of chewing gum, betel leaves/nuts (sirih), or any other similar substances is not permitted within any part of the Club's premises due to hygiene and cleanliness considerations.
- 16.4 Illicit drugs, controlled substances, or items prohibited under Malaysian law are strictly banned. Possession or use of such items on Club property will result in immediate suspension, reporting to the relevant authorities, and permanent revocation of Access Cardholders or visitor access.
- 16.5 The use of portable loudspeakers, amplifiers, or any personal audio equipment that emits loud or disruptive noise is not allowed within the Club grounds unless approved in writing by Club Management for a sanctioned event.
- 16.6 Access Cardholders and guests are expected to respect the peace and enjoyment of others. Any item or behaviour deemed disruptive, offensive, or inappropriate—including but not limited to noisemakers, laser pointers, or offensive banners—may be confiscated or result in removal from Club premises at the discretion of the Management.
- 16.7 The Club reserves the right to inspect bags or personal belongings upon reasonable suspicion of a violation involving prohibited items. Access Cardholders and guests are expected to cooperate fully with Club staff in such instances.

17. LIABILITY & DISCLAIMER

- 17.1 All Access Cardholders and guests acknowledge that the use of the Club's facilities, including but not limited to sports courts, dining areas, recreational zones, and parking, is entirely at their own risk. The Club shall not be held responsible for any accidents, injuries, illnesses, or death that may occur while on Club premises or during participation in any Club activities.
- 17.2 The Club expressly disclaims any liability for loss, theft, or damage to personal property belonging to Access Cardholders or guests while on the Club's premises, including vehicles, equipment, and personal belongings. Access Cardholders and guests are advised to take necessary precautions to safeguard their belongings.
- 17.3 Lockers are provided for convenience and security, but their use is at the sole risk of the Access Cardholder or guest. The Club accepts no responsibility for any loss or damage to items stored in lockers.
- 17.4 Access Cardholders shall be fully responsible and liable for any damage, loss, or injury caused by themselves, their guests, or invitees to the Club's property, facilities, staff, or other persons. Access Cardholders agree to indemnify and hold harmless the Club, its management, and employees from any claims, demands, or actions arising from such damage or injury.
- 17.5 The Club may capture and retain personal data, images, or recordings of Access Cardholders and guests for purposes related to Club operations, security, marketing, or promotional activities. The collection, use, and retention of such personal data shall be governed by the Personal Data Protection Act (PDPA) and the Club's Privacy Policy. Access Cardholders and guests consent to the Club's use of their personal data in accordance with these provisions and acknowledge their rights under the PDPA.

- 17.6 The Club shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of the use or inability to use the Club's facilities or services, whether arising in contract, tort, negligence, or otherwise.

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