

# RULES AND REGULATIONS

The Mountain Breeze Club is a unit of M/s Tereli Estates Private Limited. The Club or some of its services may be given to another company on management basis. However, the sole ownership of the Club will remain with M/s Tereli Estates Private Limited. A resort owned by M/s Tereli Estates Private Limited is being operated in the same premises as the club. The resort operation is being managed by M/s Cygnett Hotels & Resorts Private Limited. Their house rules (attached herein) will also be applicable along with the under mentioned rules

## 1. MANAGEMENT

- i. The Management of the Club will vest with the Board of Directors, who in turn at their sole discretion, empower, authorize and appoint such managers/officers or committees as it may deem fit for the day to day running of the Club.
- ii. The membership does not confer or vest any right, title or interest in the assets of the Club. The membership is a mere license to use the facilities of the club in accordance with its rules and regulations.
- iii. The Club is a private club belonging to a private limited company and is managed by its Board of Directors. The members shall have no role in the management or affairs of the Club except in an advisory capacity when appointed by the management in a committee or a subcommittee thereof.

## 2. MEMBERSHIPS

All memberships of the Club are fixed term membership. The term options shall be decided by the management from time to time. Membership is for the usage of family. Family includes spouse of member and children under the age of 21 and parents above the age of 60 who will be treated as dependents. When the child attains the age of 21 years they cease to be dependents and will have to apply as a new member. However, they can use the facilities of the club as a guest when accompanied by the member. The membership shall come to an end after the expiry of term of membership, and the members shall have to apply afresh, should they want fresh membership of the club.

All applicants for individual membership would go through a two-stage screening process. The management reserves the right to grant the membership or decline the same at its sole discretion, without assigning any reason. The membership of the club is transferable to any dependents. Only persons over 21 years of age may apply for membership. The persons applying for membership are requested to carefully read the terms and conditions. Applicants will also be required to fill in a detailed application form and to pay entry fee, membership fee, and all other charges for membership as per the "Schedule of fee" applicable at the time of application for membership. The management has the right to revise the entry fee, membership fee and all other charges from time to time at its sole discretion without assigning any reason. The management may introduce various types and categories of membership from time to time, as it may deem fit.

## 3. TYPES OF MEMBERSHIP

The management has the absolute right and authority to grant membership to individuals or corporates, for full or limited use of the club facilities on payment of entry fee, membership fee, annual subscription, dependent fee or any other fees as per "Schedule of fees" decided by the management from time to time.

- A. **Fixed Term Membership** – This membership is currently offered for a fixed term of 1 (One) year, 5 (Five) years, 25 (Twenty-Five) years.
- B. **Corporate Membership** – A minimum requirement for three nominees per corporate. The corporate can at their discretion nominate or remove any of their nominees. The club will charge a nominal transfer fee.

## 4. SUBSCRIPTION AND DEPENDANT FEE

Each member is liable to pay subscription and dependant fee in case of dependants. The subscription may be charged on a half yearly or annual basis, in advance as decided by the management from time to time. The subscription rate and dependant fee may be fixed and revised by the management at its sole discretion from time to time. All outstation members shall be charged annual subscription @ 50% of normal charges.

## 5. ENTITLEMENT

Members are entitled to use various club facilities subject to payment of charges as decided by the management from time to time. Guests, when accompanied by the Members are also permitted to use the facilities as per the conditions laid down by the management from time to time and on payment of charges as may be notified by the management from time to time.

## 6. CHARGES FOR VARIOUS FACILITIES AND SERVICES

The Management of the Club has the sole discretion to fix charges for use of various facilities and services of the Club by members and their guests including but not limited to charges for Food & Beverage, and revise them from time to time

## 7. CESSATION OR TERMINATION OF MEMBERSHIP

### A. Voluntary Termination – Resignation

A member may resign from the club at any time by giving thirty days prior written notice to the Club and return of membership cards to the Club.

### B. Involuntary Termination-Expulsion

Members will be responsible for their own good conduct as well as the good conduct of their dependants and guests. A member is liable to get expelled from his/her membership in case a member:

- Indulges in a fight, brawl or using abusive language or misbehaviour in the Club.
- Is in Possession of a firearm in the club.
- Is involved in an act of misdemeanor
- Is guilty of obscene/immoral act or behavior.
- Violates the rules and regulations of the club.
- Indulges in acts causing injury to self or others.
- Causes a nuisance by indulging in socially objectionable behaviour including shouting or using objectionable or offensive language or abusive language or gestures/body language with another member, guest or member of the staff.
- Takes matters in his/her own hands including but not limited to indulging in shouting, abusing, using aggressive body language/gestures against staff regardless of any service failure, delay, error by the staff.
- Defaults in timely payment of subscription, other club dues or payments due against co-branded credit cards.
- Fails to register his/her guest at the reception of the club or as notified by the club.

The management may appoint a disciplinary committee to look into such matters and take any necessary action including suspension/termination of membership. The decision of the disciplinary committee shall be final and binding upon the member(s).

### **C. Involuntary Termination-Death**

In the event of death of a member, the surviving spouse may apply for transfer of the membership in his/her name, or the legal heir for transfer of membership as per these rules & regulations, within 3 months from the date of death of member.

### **8. REFUND OF MEMBERSHIP FEE**

In all cases of termination of membership, pro-rata membership fee shall be refunded for unused period (months) of membership except in case of 1-year fixed term membership, where there would be no refund. While calculating the used period of membership, a part of month shall be treated as used for full month. The Entry fee, subscription and dependant fee charged is non-refundable.

### **9. MEMBERSHIP CARD**

All members will be issued membership cards which will be required to be produced for availing of any facility of the Club. Loss of the card must be reported to the Club immediately. For issuance of duplicate card in case of loss of card, a nominal fee shall be charged as may be notified from time to time. The card of the dependant must be surrendered to the Club as soon as the dependant ceases to be eligible.

### **10. PAYMENT FOR USAGE OF VARIOUS FACILITES AT THE CLUB**

Initially, the payment for various facilities has to be made by members by cash/credit card/debit card. The Club may, in due course, issue smart cards/prepaid cards to members and may make this card the only instrument of payment for all transactions within the club. Members shall be required to maintain adequate credit balance on their prepaid/smart cards in order to use this facility. The Club shall not be responsible for any payments made in cash unless such payments are made to the Management or the cashier and an official receipt obtained. For delayed payments i.e. payments made after fourteen days of presentation of the bill, an interest at the rate @ 12% pa may be charged.

### **11. SAFETY, DAMAGES OR INJURIES**

- The safety of the member is of paramount importance. Each member shall take due precautions while using the facilities. Members/dependants and their guests must also exercise due caution and take all steps required for their own well-being and every safety including consulting a medical practitioner before using the gymnasium, swimming pool or indulging in any other activity which may have an impact of their well-being and safety
- Every member will be liable for any damage caused to other members, their dependants or guests, property of the Club or to the property or person of any executives or employees of the Club or any user of the Club by the Member himself or by their guests, spouses and children/dependents.
- All users of the Club facilities are assumed to indemnify and hold harmless the Club, its directors, officers, employees and third-party service providers for any loss or damage caused by or resulting from their own bonafide acts or omissions.

### **12. USE BY NON-MEMBERS**

The Management shall have the absolute right to allow the use of Club facilities to any persons who are not members including but not limited to persons staying in the resort / service apartments, their guests and family members and members of other Clubs having reciprocal arrangement with the Club and also persons attending functions organised on the premises of the Club/Resort.

### **13. USE OF CLUB PREMISES AND FACILITIES**

- Entry of pets including dogs within the premises of the Club is strictly prohibited.
- Smoking and consumption of alcoholic beverages is permitted only in designated areas.
- Parking of vehicles within the premises of the Club is strictly regulated.
- Bringing of firearms, ammunition and weapons of any kind within the premises of the Club is strictly prohibited.
- Food and beverages will be supplied only by the Club at rates determined from time to time. Catering by outsiders within the Club premises is not permitted, except with the prior permission of the Management.
- Members of the Club may give tips or any monetary non-monetary benefits to the members of the staff only in the manner prescribed and permitted. A service charge may be debited to the bills relating to food, beverage, liquor and other items.

- vii. Children below the age of 8 years will not be allowed entry in the Club unless accompanied by an adult who is himself entitled to use the Club facilities.
- viii. All equipment belonging to the Club are the property of the Club and must remain on the Club premises at all times.
- ix. The management reserves the right to verify the identity of all person entering the premises to ensure that only authorised persons are admitted.
- x. Complaints and suggestions should ordinarily be made in a book which shall be kept for the purpose and which may be obtained by any member from the Receptionist.
- xi. Any member bringing guest/guests to the Club shall enter his/their names and other particulars and also his own name and membership number in the Guest Book. For the convenience of members, the Guest Book is kept with the Receptionist.
- xii. Members may park their cars in the car parking area designated outside the club. Parking space inside the Club shall be reserved for senior citizens and physically challenged members. Security staff shall ensure proper traffic control at entry/exit points.

**14. ALTERATION IN FACILITIES**

The Management shall have the absolute right to make additions, alterations, modifications or reductions in the facilities of the Club,

**15. RIGHT TO GRANT EXEMPTIONS**

The management shall have absolute power and authority to grant various exemptions from any or all the rules, regulations or policies to any person or a group of persons as may be deemed appropriate by the management.

**16. DRESS CODE**

The Club will have a dress code for different areas and facilities of the Club. Members shall have to adhere to the dress code policy of the Club as may be notified by the management from time to time.

**17. SAFETY RULES**

Safety rules to be followed at various areas of the Club as may be notified by the management from time to time and members shall have to adhere to the same.

**18. TEMPORARY OR PERMANENT CLOSURE OF CLUB**

The management has the power to close down the Club, temporarily or permanently at any point of time. In case of permanent closure, all the members shall be given pro-rata refund of the membership fees paid by them in accordance with these rules & regulations.

**19. TOTAL NUMBER OF MEMBERS**

The Management will be free to enroll as many members as it considers appropriate.

**20. RIGHT TO AMEND, ALTER OR ELABORATE THE RULES AND REGULATIONS, POLICIES ETC. AND RENAME THE CLUB:**

The Management shall have the absolute right and sole discretion to amend, alter or elaborate the rules & regulations, various policies and other terms and conditions from time to time and all such additions and amendments shall become immediately binding on all the members/users of the Club. Rules, Regulations and policies of the Club relating to various activities of the Club shall be notified from time to time. The management shall also have the absolute authority to rename the Club at any stage as may be deemed necessary.

**21. ARBITRATION**

All or any disputes arising out of or touching upon or in relation to the terms mentioned above including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through process of Arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held in Lucknow. Subject to Arbitration as referred above, the Courts at Lucknow shall have exclusive jurisdiction in case of any dispute.

**22. INTERPRETATION OF TERMS AND CONDITIONS:**

In these rules, unless there is anything repugnant in the subject or context:

- a) Words importing the masculine gender shall be taken to include females;
- b) Words in singular shall include the plural and vice versa

**23. DECLARATION:**

I have read and fully understood the rules and regulations and I agree to adhere to the same at all times including any modifications/additions/amendments etc made thereto.

## RESORT – HOUSE RULES

The following are the terms and conditions of the agreement under which rooms are permitted to be used by the Guests:

1. **Tariff:** Your room rate on the tariff card given to you by reception or as mentioned on your registration card signed by you on arrival, is for the room only or as per plan and is exclusive of any government taxes as applicable.
2. **Settlement of bills:** Bills must be settled on presentation. Personal cheques are not accepted.
3. **Company's lien on visitor's luggage and belonging:** In the case of default in payment by a guest, the management shall be entitled to a lien on the luggage and belongings and to detain the same and to sell or auction such property at any time after the day of departure without reference to the party, appropriate the net sale proceeds towards amount due from the guest.
4. **Check-in and check-out time:** The hotel's check-in time is 1300 hrs & check-out time is 11:00 hrs. Early check-in and late check-out is subject to availability of rooms. Additional charges will be levied as per the time and date of arrival/departure.
5. **Luggage storage:** Luggage should be stored in the left luggage room at the guest's sole risk as to loss or damage from any cause. Luggage may not be stored for a period of over 7 days. Guest shall hold the hotel harmless for the loss of or for giving away/selling any possessions of the guest left behind at the hotel upon failure to retrieve the same within 7 days of departure from the hotel.
6. **Guest's valuables:** The hotel will not be responsible for any valuables left by the guest in the room or accept any liability for the loss of same incurred during the stay.
7. **Visitor's belongings:** Visitors are particularly requested to lock the door of their room when going to bed. The company will not, in any way whatsoever be responsible for the loss of residents' goods or any other property not entrusted to the management or for the damage thereof, whether due to neglect of hotel employees or agents or any other cause whatsoever including theft or pilferage.
8. **Hazardous goods:** Guests shall ensure that no cinema films, raw or exposed, or any other article(s) of a combustible or hazardous nature are brought or kept in the hotel and shall compensate and indemnify the hotel for damage or loss caused to any person or property in the hotel by guest.
9. **Damage to property:** Guests will be held responsible for any loss or damage to the hotel property caused by them, friends or by any person for whom they are responsible.
10. **Management's rights:** The management reserves for itself the absolute right of admission to any person into the hotel premises, and to request any guest to vacate his or her room at any moment without prior notice, and without assigning any reason whatsoever. The guest shall be bound to vacate when requested to do so. In case of default the management will be entitled to remove the luggage and belongings from the room occupied by the guest and lock the room.
11. **Relation between company and visitors:** Nothing herein, above shall constitute or be deemed to constitute, any tenancy, sub tenancy or any right to tenancy or any right or interest, in the hotel premises or any part or portion thereof in favour of any guest, resident or visitor and the company shall always be deemed to be in full and absolute possession and control of the hotel premises.
12. **Government rules and regulations:** Guests are requested to observe the government rules and regulations in force from time to time in respect of registration, alcoholic beverages, fire arms etc.
13. **Use of hotel facilities:** Guest shall read and adhere to the instructions of the hotel in regard to the use of any of the hotel facilities and to use such facilities only in the manner stipulated and none other.
14. **Use of other facilities:** Guest shall visit/use facilities provided by independent agents on the hotel premises such as shops, car rentals etc, entirely at his or her own risk.
15. **Medical Advice:** Guest shall not engage in any activities organized by the Hotel such as tourist excursions that require physical exertion where the guest has been advised against the same by a doctor and shall hold the hotel free of any liability in the event that the Guest undertakes such exertion contrary to medical advice received.
16. **Food and Beverage:** Guests are requested to use only hotel facilities for any food and beverage requirements. Supply from any external source will not be permitted.
17. **Safety and security:** For the safety and security of guests, various people, products and systems are in place. In case of emergency kindly follow instructions. If required, a guestroom may also be opened for a safety / security check.
18. **Laundry:** Kindly follow instructions on the laundry sheet before use. In the event of any loss or damage to a garment in the laundry, the liability of the hotel shall be limited to a sum not exceeding five times the cleaning charges of the garment.
19. **Room key:** It is important to keep the room key safely.
20. **Pets:** As a hotel policy, pets are not allowed in the Hotel.
21. **Fire arms:** Guests are advised not to carry any fire arms or weapons of any sort inside the hotel premises. If you are carrying one, please deposit the same with the security officer of the hotel during your stay at the hotel.
22. **Visitors:** For security reasons, unregistered guests are not allowed in the guest room after 22:00 hrs. Post 22:00 hrs, outside guests / visitors may be entertained in public areas like lobby, restaurant, etc.
23. **Amendment of rules:** The management reserves the right to add, to alter or amend any of the above terms, conditions and rules, without any prior intimation or notice.