

**NORTH SHORE WINTER CLUB
UPDATED
OCTOBER 1, 2019
MEMBERSHIP RULES**

PART 1 – INTRODUCTION AND DEFINITIONS

Introduction – R1

The following are the Rules adopted by the Board of the North Shore Winter Club (the “Club”) to govern the conduct of all Members and their Guests while at the Club. They shall remain in force until amended by the Board.

The Board, or its delegate, may, from time to time, add to, delete from or amend these Rules as they deem advisable for the conduct of the Members.

A copy these Rules shall be displayed on the Club’s website (www.nswc.ca) and a physical copy shall be kept on file in the Administration office.

Additional rules may be issued by various Committees of the Club for the information and guidance of Members participating in a particular activity.

In the event of any conflict between the Bylaws of the Club and these Rules, the Bylaws shall govern.

Definitions/Interpretations – R2

The definitions set out in the Club’s Bylaws apply in these Rules, as the context requires.

1. “Board” means the Club’s Board of Directors, elected by the Membership;
2. “Full Membership” means a Person(s), Single, Couple, or Family who has been granted Membership status by the Board, and paid the full Entrance Fee as stipulated at the time of joining, and enjoys full privileges and use of the facility;
3. “General Manager” means the person appointed by the Board to execute the mandates from the Board;
4. “Guest” means a Non-Member, Sustaining Member, or Social/Restricted Member accompanied by a Member, who uses Club facilities and/or equipment as listed under Rule R21;
5. “Member” means a person who is a Member of the Society under the Bylaws; and has multiple meanings, as defined individually below under Rule R2 - points 6 - 19;

6. "Primary Member" means a person who is a Member of the Society under the Bylaws; and is the Member designated under a Membership with authority to amend the Membership status, as well as be the age trigger for any age-related discounts. The Primary Member designation may only be amended with the permission of the existing Primary Member, or their legal guardian/power of attorney.
7. "Family Member" means two cohabitating people, 19 years of age or older, or one Single Parent and their children; This is a Voting Membership with one vote;
8. "Couple Member" means two cohabitating people, 19 years of age or older; This is a Voting Membership with one vote;
9. "Single Member" means an individual of minimum 19 years of age; This is a Voting Membership with one vote;
10. "Junior Member" means a child of a Member, or a Member's Spouse, under the age of 19, who has been granted Junior Membership status by the Board; this is related to the legal age of consent, and that a minor may not enter into agreement with a Society. This is a Non-Voting Membership;
11. "Intermediate Member" are those Full Members who are between the ages of 19 and 35 years of age, were Junior Members under a parent Full Membership, and exercise the option to become individual Members of the Club under Section R15; This is a Voting Membership with one vote;
12. "Senior Discount Member" are those Members where the Primary Member is at least 50 years old and have been Members for a minimum of 15 consecutive Membership years, or are Primary Members being at least 60 years old and have been Members for a minimum of 10 consecutive Membership years, or are Primary Members being at least 70 years old and have been Members for a minimum of five consecutive Membership years. These Members receive a discount off their Monthly Dues, but are still Full Membership Status; The Primary Member on this Membership is the qualifier; (for Primary Members aged 50 – 69 the discount is 25%; For ages 70 – 79 the discount is 50%; for those 80 and over the discount is 100%; These discounts apply only to the Monthly Dues, and do not include Additional Members, User Fees, or Participation Fees; This category does not apply to Corporate Memberships; This is a Voting Membership with one vote;
13. "Honorary Member" is a Member recognized by the Board for being (a) a founding Club Member; (b) a Club Member that has achieved global levels of achievement in sports; (c) an individual who has demonstrated exceptional, long time contribution or employment to the Club; or (d) an individual with unique global recognition in their sport that could enhance the value of the Club; This is a Voting Membership with one vote;

14. "Elder Member" are those Members being 80 years or older: This is a Voting Membership with one vote;
15. "Social Member" are those Members who have transferred their Full Membership status to Social, and accepted the limited use of the Club as defined herein (see Rule R17); Social Memberships are limited to Singles and Couples only; This is a Non-Voting Membership;
16. "Corporate Member" are Operating Corporations, with each Corporate Member having up to three designees as Single Memberships. The specifics, rights, and limitations of this Membership as defined herein (see Rule R13); This is a Voting Membership with one vote, regardless of number of designees;
17. "Sustaining Member" are existing Members temporarily relocated away from The Greater Vancouver Regional District for no less than one year; General Manager approval is required, as well as evidence of residence change (see Rule R19); This is a Non-Voting Membership;
18. "Specialty Memberships" are a limited time Membership offering with restricted privileges at a reduced Entrance Fee, which may be applied to Full Membership within five years at the end of the offering; These Memberships are limited by the Board; This is a Non-Voting Membership.
19. "Young Adult / Additional Member" means a child of a Member being between 19 years of age and 26, a Caregiver , or a child (under 19) living with and under the guardianship of a Member (Homestay): as defined herein (see Rule R14); Note: the Monthly Dues for an Additional Member are not discountable under any Membership level; This is a Non-Voting Membership;
20. "Caregiver" means a Non-Member who is a Caregiver or Child Minder to and custodian of a Child or Children of a Member while at the Club, including grandparents;
21. "Membership Year" means a full year commencing with the month of approval for admission and for which a Member has paid all Fees, Dues, Fines and Assessments.

Disputes - R3

Where disputes arise in respect of the interpretation of these Rules they are to be decided:

1. By the General Manager, whose decision may be appealed to The Board; or
2. On appeal, by the Board.

Context - R4

In these Rules, unless the context otherwise requires or stipulates, words importing the singular will include the plural as the case may be, and vice versa, words implying gender include all genders, and

references to persons will include corporations. Headings are for convenience only and will not be considered for the purpose of interpretation.

PART 2 – CLUB ADMINISTRATION

Control – R5

The Board has control and supervision of the Club through the General Manager and the Staff.

Club Business – R6

1. Only the General Manager, on Board authority, or a person authorized by the General Manager to represent the Club, may conduct Club Business. No Member, except as directed by the Board, will hold himself or herself out as representing the Club in any business matter, or issue statements to the media on Club matters.
2. Employees of the Club, or anyone appointed by the Board, shall have authority and responsibility to enforce these Rules. The Board will insist on their strict enforcement.
3. All complaints arising out of a breach of these Rules shall be dealt with by the House Committee.
4. No Member or group of Members shall organize or carry out any canvas or door to door solicitation in the name of the Club without written permission of the General Manager.

Hours of Operation – R7

1. The Club will be open for general use from 6:00 am to 11:00 pm seven days a week with the exception of Christmas Day, Boxing Day and New Year's Day, when the Club is closed. The Club may be closed on other days at the discretion of the Board or General Manager. For the Club's Holiday Operating hours, please refer to the schedule, which is included in the December Newsletter and posted at Member Services.
2. Hours of operation of the Lounge, Cafeteria, Administrative Offices, Member Services, Swimming Pool, Tiki Deck, Fitness Centre, and Ice will be posted and may vary from season to season. Please refer to the website or contact the Member Services desk for specific hours.
3. The Board or the General Manager may restrict the use of the Club in any way and at such times as they may deem proper.

Adult Areas – R8

1. The following areas of the Club are licensed: , the Lounge, the Café, the Jim Graham Room, the Upper and Lower Viewing Galleries, the Tiki Deck, the Adult Change Rooms, and the Hockey Training Centre Lounge. Alcohol may be consumed in these areas only.
2. Access to the Tiki Deck is restricted to adults only after 5:00 pm and after 7:00 pm in the Lounge.
3. An adult must accompany any Member or Guest under the age of 16 years in the Lounge at all times.
4. Members must be 13 years of age or older to access the Fitness Centre, unless attending a Club program designed for under-age users or under direct parental supervision. Members under the age of eight are not permitted to use the Fitness Centre.
5. Use of the Adult Change Rooms (Senior Men’s and Senior Ladies) is restricted to Members over the age of 19.
6. Members under the age of 19 are not permitted to use the Upper Viewing Area at any time. Guests are not permitted to use the Upper Viewing Area unless accompanied by an Adult Member.
7. Every Committee, Member or Guest must reserve any room to be used for activities, events and meetings at the Club.

Employee Relations – R9

1. Only the General Manager, or his/her delegates, will give orders or directives to Employees of the Club.
2. Comments or complaints regarding Employees should be addressed, in writing to the General Manager.
3. Members who demonstrate abusive behavior towards Employees are subject to disciplinary action.

Reports – R10

1. Incident Report - An “Incident Report” form is available at Member Services Reception. This form provides for the necessary details about an incident (bad manners or behavior, property damage, theft, or infraction of these Rules). Incident Reports may be filled out by Members or Staff.

2. Accident Report - An "Accident Report" form is available at Member Services Reception. This form is completed by the Staff member attending to the accident and will be kept on file in the Administration Office.

PART 3 – MEMBERSHIP

Membership – R11

The classes of Membership are set out in the Bylaws and this part of the Rules.

Identification – R12

1. Door entry fobs are required for Members to enter the Club. Members who arrive at the Club without their entry fobs will be required to sign in, and their Membership status may have to be verified before entrance to the Club will be permitted.
2. Misuse of Membership entry fobs renders Members liable to suspension and further discipline.
3. There will be a charge for additional Family Members and the issuance of duplicate entry fobs. Additional and duplicate entry fobs for Junior Members will only be issued at the request of a parent.
4. Purchase of additional and replacement fobs at Member Services.

Full Member/Corporate Member – R13

1. A Full Member is one who is part of a Membership which has been purchased at the rate of full Entrance Fee in force at the time of joining and paying Full Membership dues in the categories of Family, Couple or Single.
 - a) Each person within the Membership is considered a Full Member, either Adult or Junior according to the age regulations, as is any "Additional Member" to that Membership, and subject to the Club's Bylaws.
 - b) All Full Memberships are entitled to unrestricted use of all Club facilities within the confines of the Bylaws and Rules, and is entitled to one vote at all meetings of Members of the Club.
 - c) A Primary Member may elect to remove or change the person named as spouse or partner and the named children, upon written advice to the General Manager.
2. Corporate Members have up to Three Single Member designees they can assign as Members.
 - a) The Corporation is responsible for the Monthly Dues of each designee at the Single Member rate.
 - b) Each designee is responsible for additional charges including; Additional Member, User Fees, or food and beverage charges – those will be billed separately to the designee's

account. Each designee may choose to elevate his/her Membership Level to Couple or Family by paying the difference in Monthly Dues for each level (For clarity – posted difference between Full Single and Full higher level); Billing will be to the designee's personal account;

- c) A Corporate Single/Couple may have Additional Members, at the Monthly Dues level in effect; Billing will be to the designee's personal account;
 - d) The Corporation may amend one of or all of their designee(s) at any time, but no more than once per Membership Year;
 - e) Each new designee will need acceptance approval by the Board, as with all new Members;
 - f) New designees of a Corporation must be current Employees of the Corporation; designee's can be ex-Employees of the Corporation, so long as they were Members while employed.
 - g) Corporate Member is a Voting Membership with only one vote regardless of number of designees.
3. Alumni are those previous Members requesting to exercise the option to return as Full Members of the Club or were Junior Members under a parent Full Membership. The Entrance fee cost at a 50% discount of current Full category fees (Single, Couple, Family)

Young Adults/Additional Members – R14

- 1. Children of Active Family Members may participate in the Club between their 19th birthday and their 24th birthday without paying the Additional Member rate. They may participate in the Club between their 24th birthday and their 26th birthday as "Additional Members" by paying the Additional Member rate.
- 2. Children of Active Couple members may participate in the Club between their 19th birthday and their 26th birthday as Additional Members by paying the Additional Member rate.
- 3. Children of Active Single Members may participate in the Club between their 19th birthday and their 26th birthday as Additional Members by paying the Additional Member rate, with the permission of the General Manager. The intent of the General Manager's consent to a Single with Additional Member is to allow post-secondary school children to participate in Senior Men's Hockey, Tennis, Racquetball, Squash and/or Fitness workouts with their parent Member.
- 4. Caregivers employed by Members, as well as a child (prior to 19th birthday) living with and under the guardianship of a Member (Homestay) are also entitled to participate in the Club as an Additional Member by paying the Additional Member rate.
- 5. In the event that a Junior Member (prior to 19th birthday), in the pursuit of excellence in sport, should enroll in an outside league, academy, or program, and therefore not be using the regular leagues or programs of the Club, they may participate as an Additional Member by paying the Additional Member rate, **so long as they meet the criteria below:**

- a) The Junior Member must have been part of a Family Membership for at least five years or with General Manager's approval.
- b) The program the Junior Member is pursuing must meet the standard of "Pursuit of Excellence", meaning an Elite or high level of Skill in their sport.
- c) Evidence of enrollment in an outside program, league or academy must be provided.
- d) The Club does not offer an equivalent program, league or academy.
- e) The Full Member has written to the General Manager and received approval. Approval shall be for single year periods, reviewable annually.
- f) The Full Member retains Club Membership in a Voting Membership level, Single, Couple or Family.

Upon reaching their 26th birthday, children of Members are no longer eligible to participate as Additional Members.

An Additional Member may stop and start their Membership intermittently, as often as they wish, so long as they continue to qualify; Additional Membership Fees are MONTHLY only, not pro-rated or retroactive, with a minimum of one month; **Please review Guest Fees for options of less than a month (Rule 21 7). The "Additional Member" option is not permitted under a Social and/or Single Membership level without permission of the General Manager.**

Intermediate Membership – R15

Adult children of Members between the ages of 19 and 35 (before 36th birthday) may exercise the option to become Intermediate Members at a reduced Monthly Dues rate (60% of Single dues, or 75% of Couple Dues), and no Entrance Fee so long as their parent(s) is an Active Member in good standing of the Club at the time of application; No additional Entrance Fees will apply when an Intermediate Member turns 36 and becomes a Full Member, though normal Monthly Dues will start to be applied. **Intermediate Members are only available in the Single and Couple category;** Intermediate Member may amend their status to Family at any time prior to turning 36 without additional Entrance Fees, though normal Monthly Dues will be applied. In the event the parent resigns from the Club after the adult child has exercised this option, it will not impact the status, Monthly Dues, etc. of the Intermediate Member.

Junior Members – R16

1. The responsibility for supervision and safety of the Junior Members on Club property rests entirely with the parents or guardians. They are expected to behave in an appropriate manner at all times (i.e. no running and yelling) and comply with all House Rules and directions from Club Staff.
2. Pre-school (under six) children must be accompanied by an adult or a responsible Junior Member over the age of 16 while remaining on the premises, including if that child is participating in Child Minding or a registered Club program.

3. When a Junior Member between the ages of six through 10 is on Club premises, a supervising adult or a responsible Junior Member over the age of 16 must be on Club premises at the same time unless the child is in a registered Club program.
4. Junior Members age 11 and older may use the Club facilities without adult supervision unless otherwise noted in the House Rules (i.e. Adult only areas).
5. All unaccompanied Junior Members must leave the premises by 10:00 pm unless they are attending a special function or Club event sponsored for their benefit.
6. Under no circumstances will the Club's premises or any of the Club's Staff be permitted to be used as a substitute for a Child Minder.

Social Members – R17

1. Eligibility - A qualifying period of one Membership Year of Full Membership is required before any Member may change their Membership status to Social. Social Memberships are limited to Singles and Couples Only.
2. Intent – The Social Membership category was created to embrace the desire of long-standing Members wanting to remain in the Club along with their life-long friends, but are of an age or desire as not to be an active participant. These Members wish to participate with other Members in fitness, swimming or leisure activities.
3. Privileges
 - a) Use of Changing and Locker Rooms, Saunas, Steam Rooms and Whirlpools.
 - b) Use of the Swimming Pool when open.
 - c) Participation in all social events including bridge, use of Food and Beverage Services and Child Minding Services.
 - d) Use of the Fitness Room upon payment of annual User Fee, if applicable.
4. Restrictions
 - a) Use is not permitted of skating rinks, HTC arena, tennis, racquetball or squash courts unless as a registered Guest, subject to the Non-Member access rules and Non-Member Fees in place at the time.
 - b) No Family Membership is permitted in this category and no children over the age of six years may use the Club for any purpose. The Intent of the children over six Rule is to permit grandparents bringing their under six grandchildren to the Club for a swim.

Temporary Leave – R18

1. Members may request temporary leave for medical or compassionate reasons. All requests must be in writing and are subject to approval by the General Manager. Temporary leave may be granted for up to six months, at which time the Member must, at a minimum, maintain a Social Membership, or resign. The intent of this Rule does not cover minor injuries from sports but focuses on hardship and unique disability.
2. Should Temporary leave be granted, Membership is suspended and the Member and his/her Dependents are not permitted access to the Club in any fashion, including as a Guest.

Sustaining Membership – R19

1. Sustaining Membership is intended for those Members who must temporarily relocate for a period of no less than one year.
2. Members applying for Sustaining Membership must do so in writing and have their application approved by the General Manager.
3. The Member must be relocating a minimum of 160 km from the Club.
4. Use of the Club is prohibited unless accompanied by a current Member as a Guest.
5. Sustaining Members are Non-Voting.
6. A Sustaining Member must pay reduced Monthly Dues, payable monthly at the starting date of becoming Sustaining as outlined in Current Fees, Dues, Fines, and Assessments attachment.
7. A Sustaining Member, upon returning to the Club, will automatically be reinstated to Full Membership and will be billed the applicable Full Membership Monthly Dues.
8. For those members that have officially retired and spend three to six months out of country, or more than 500 km away from the Club the General Manager may consider interim Sustaining Membership for periods of no less than three months, and no more than six months on an annual basis. Such Interim Sustaining Members must pay reduced Monthly Dues as outlined in the Current Fees, Dues, Fines, and Assessments attached.

Honorary Memberships – R20

Are founding Club Members; Club Members that have achieved global levels of achievement in sports; exceptional, long-time, contribution or employment to the Club; and individuals with unique global recognition in their sports that could enhance the value of the Club.

1. Have been approved by the Board to become an Honorary member for such period as the Board may determine.
2. Has Full Member privileges to use all Club facilities.
3. Whose immediate family has Full Member privileges which includes spouse and children.
4. Shall be exempt from the payment of all Dues for as long as he/she remains as Honorary Members.
5. Children of Honorary Memberships shall be exempt from the payment of all Dues until their 26th birthday so long as their parent remains an Honorary Member such children may apply for Membership upon their 26th birthday.

Guest Rules – R21

1. Adult Members (19 years old and over) may introduce, without fee and without limitation, on any number of occasions, Guests who do not intend to participate in any Club activity, but simply to attend or participate in a social occasion. A social occasion for this purpose is considered to be a visit to the Cafeteria, Main Lounge, HTC Lounge, Tiki Bar, a Club social function, or to participate in a game of bridge or billiards.
2. Adult Members may introduce Guests to participate in certain activities of the Club upon payment of a Guest charge. The activities for which a charge is levied are as follows:
 - a) Swimming
 - b) General Skating or Ice Hockey
 - c) Tennis, Squash, Racquetball
 - d) Sauna, Steam, Whirlpool
 - e) Fitness Centre
3. With the consent of the Primary Member, Junior Members, aged 18 and under, are permitted to introduce Junior Guests to participate in the activities outlined for Junior Guest Fees.
4. Junior Members are permitted a maximum of two social Guests at a time. All junior Guests must be signed in and must be accompanied by the sponsoring Junior Member who is responsible for the behavior of their Guests in the Club.
5. All Rules applying to Members will apply to Guests.
6. Guest privileges are available on a daily basis for a Family (available through Member Services). Guest cards must be shown when using the Club.

7. Guest privileges are available on a weekly basis for out-of-town visitors (available through Member Services). There are per person or per Family rates per week up to a maximum period of eight weeks in any year. Guest cards must be shown when using the Club.
8. The names of all Guests must be entered in the Guest Register to provide a record of who is in the Club in case of phone calls, etc. Guests must be accompanied by their Member sponsor who is responsible for their deportment while in the Club. Guests not signed in may lose Guest privileges indefinitely.
9. Each Member is allowed a maximum of four participating Guests per month, none of whom may be introduced more frequently than twice per month in total – to clarify, no Non-Member individual may be granted Guest Privileges more than two times in any given 30 day period, whether by a single Member or multiple Members. In cases where a Guest has not been registered or a Guest Fee paid, there will be an unregistered guest charge of \$50.00 (See Current Fees, Dues, Fines, and Assessments attachment) for first offence, \$100.00 (see current Fees, Dues, Fines, and Assessments attachment) plus a week's suspension for a second offence.
10. Guests of a Member will not be permitted to find another Member to sign for him/her to prolong the visit. The Guest has to leave at the same time as the Member who initially accompanied him/her.
11. Members who resign from the Club will not be permitted to register for Club Programming and/or Private Lessons for a period of six months after cancellation.
12. Members are responsible for the behaviour of their Guests in the Club. Every Member introducing a Guest to the Club will be responsible for any damage or loss caused by the Guest. It will be the responsibility of the Member to recover the cost of any damage to the Club by a sponsored Guest. The costs for any such damage or loss will be posted to the Member's account.

Part 4 – FINANCIAL RULES

Cashing Cheques – R22

1. No cheques will be accepted by the Club, except as payment for accounts due to the Club. Member accounts may be paid by using the Club's automatic debit system from the Member's own bank account or by pre-authorized payment through the Member's bank account in the Club's discretion. Members joining the Club after January 1, 2018 shall be required to pay all Member account balances through pre-authorized payment.

Charging Privileges – R23

1. Members charging items to their accounts must sign their full name and Membership number. Spouses and Junior members must use their specific sub-number.

Payment of Members' Accounts – R24

1. Member's monthly invoices are sent out at the beginning of each month and are due for payment before the end of that month. A service charge of 2% per month will be added to all overdue balances. In addition, a late payment penalty of \$20 will be levied each month an account is overdue.
2. Members with Dues or Assessments in arrears over 40 days will have their charging privileges suspended and may be required to register for PAP at the determination of Management.
3. Members with Dues or Assessments in arrears over 60 days shall not be in good standing and are liable to suspension, at the discretion of the General Manager and/or Board, with no rights or privileges in the Club. Prior to reinstatement the Member must pay his or her account in full and agree to put and maintain his or her account on PAP.
4. Members who are in arrears with their membership dues or in default of payment of any other accounts owed to the Club are subject to sanctions at the discretion of the General Manager and/or Board.
5. Members with Dues or Assessments in arrears over 180 days may be referred to the Club's collection agency, at which time the Membership is cancelled. Should this become necessary, any charges incurred will be added to the Member's account. In the event of reinstatement of the Membership, an administration charge of \$100 will be made.
6. New Members are required to register for pre-authorized payment (PAP). With PAP, members have up to three weeks to review their statements, after which, the balance payable will be debited to the Member's bank account within the last three business days of the month.

Cancellation of Membership – R25

1. Notification of intention to cancel Membership must be received in writing, not less than 30 days prior to the effective date of cancellation. The "effective" date of the resignation must be the first day of the month.
2. Full Members who have resigned for a period less than one year and then request reinstatement may be readmitted as a Member upon payment of the current Monthly Dues for the Membership category they are reinstating in, for the time they were resigned from the Club, to a maximum of 11 months.
3. Members who have resigned their Membership while in good standing for a period greater than one year who wish to rejoin the Club, may do so with payment of the lesser of one-half of the Entrance Fee payable by applicants for Full Membership at the time of reactivation **or** all dues which would have been payable by such member between the date of their resignation and the date of their reactivation had the Member not resigned.

4. Members who resign from the Club will not be permitted to register for Club Programming and/or Private Lessons for a period of six months after cancellation.
5. In the event of reinstatement of any Membership, an administration charge of \$100 will be payable by the Member.

Changes in Status of Membership – R26

1. A Member may not normally change the status of their Membership more frequently than once in a 12 month period. Should a Member who has downgraded their Membership wish to upgrade their status before a period of 12 months has elapsed, payment of the retroactive dues must be made. The General Manager may review unique situations.
2. Notification of intention to change the status of Membership must be received in the Club office, in writing, not less than 30 days prior to the effective date of the change. The "effective" date must be the first day of the month.
3. Full Members must change their status to Full Family immediately once a Member's child has enrolled into a Club program.
4. In the event a Family Membership enter into a written separation agreement or become subject to a final divorce order, both previously cohabitating people shall be treated equally and offered the following Membership options:
 - a) Option One: The Members can agree in writing that one of the two can continue as a regular Member with all the rights and privileges of a regular Member, including the option to add a future cohabiting spouse without additional Entrance Fees. Under this option, the individual who does not continue as a regular Member shall be removed as a Member of the Club.
 - b) Option Two: The Members can agree in writing that each will become a regular Member at no further Entrance Fees to either of them provided each acknowledges and agree in writing with the Club that neither such regular Member may appoint an additional cohabiting spouse unless a fee equal to one-half of the then-current regular Member's Entrance Fee is paid. Children of these Members affected by the above options may, by written agreement between the Members, be assigned to the Membership of either Member or divided between the said Members.
5. In the event a Family Membership, whereas the Primary Member acquired their Membership as an "Intermediate Member", enter into a written separation agreement or become subject to a final divorce order, the Primary Member would acquire the regular Membership, including the option to add a future cohabiting spouse without additional Entrance Fees. The individual who was not the original Intermediate Member shall be removed as a Member of the Club.

6. Before dealing with the Family Membership separation, the Club shall require a written statement signed by both Members, or an order of a Court of competent jurisdiction and until such written statement or Court order is received by the Club, the Membership privileges of the regular Member and the privileged Member may be suspended.

PART 5 – HOUSE RULES

Care of Property – R27

1. Members will be responsible for and pay for damages caused to facilities or equipment by them or their Guests.
2. Property of the Club must not be removed from its location or taken from the Club; nor shall any property be damaged, mistreated or defaced.
3. A Member seeing an act of vandalism must report such action immediately to the Club staff.
4. No loitering will be permitted inside or outside the main entrance, on the stairs or in the front main corridor. Parents are to arrange to meet their children in the viewing areas.
5. Sports gear, including hockey bags, is not to be kept in the front entrance or foyer of the Club. The Club provides storage area for sports gear and Members are required to make use of this space.

Private Property Responsibility – R28

1. While at the Club, valuables belonging to a Member are left at the Member's risk and should be placed in a locked locker if the Member is using the Club's athletic facilities. Lockers are available on a daily and yearly rental basis in the Change Room facilities. All abandoned articles will be turned into the Lost and Found.
2. Hockey equipment and skates must be stowed in the basement of the main building. Any equipment left in the reception area and corridor will be removed.

Towels – R29

1. The Club provides towels as a service to Members and Guests. Towels are available in designated change facilities and are not to be removed from the Club.

Pets – R30

1. Animals, excepting Service Animals, are not permitted in the Club, or left unattended on Club property.

Food and Beverage – R31

1. Food is available in the Club Cafe, Tiki Deck, Main Lounge and Function Rooms. Food is not permitted to be consumed in hallways, Change Rooms, Junior Lounge, Reception and athletic areas.
2. Beverages, both alcoholic and non-alcoholic, are available in the Club Cafe, Tiki Deck, Main Lounge and Function Rooms. Only Non-Alcoholic beverages are permitted in Adult Change Rooms and Lounge areas. Alcoholic beverages are only permitted in Licensed areas of the Club.
3. No food or beverage, other than food or beverage purchased in the Club, will be brought into or consumed on Club premises unless specifically authorized by the General Manager.
4. An adult must accompany Members/Guests under 16 years of age when using the Lounge.
5. Eating and drinking on the ice and/or immediate pool area is prohibited.

Smoking – R32

1. Smoking of any substance (including electronic smoking devices) is prohibited at all times within the Facility, on all outdoor patios, and within six meters of all Club entrances and stairwells.

Entertainment and Special Events – R33

1. The booking of any and all entertainment requires the advance permission of the General Manager.
2. Special events of the Club will be posted as they are arranged and displayed for general information.
3. All special events and activities shall, in advance of any publicity, be discussed with the General Manager and if he/she deems necessary approved by the Board of Directors.
4. Unauthorized raffles, lotteries, and gambling are forbidden.

Liquor – R34

1. Alcoholic beverages served in the licensed areas are to be consumed in those areas only. Licenced areas include: Main Lounge, Function Rooms, Upper/Lower Rink Viewing, Tennis Viewing, HTC, Adult Changerooms, and Café.

2. No Employee, Member, or Guest of the Club will furnish, sell, serve or supply outside liquor on Club property, including parking areas. Staff members have absolute authority and discretion to enforce this policy.
3. All Members must be out of all licensed areas one hour after the bar closes.

Illegal Drugs and Substances – R35

1. No illegal substances shall be permitted on Club property. Any Member found to be in possession of, selling, or distributing illegal drugs or substances on Club premises is subject to discipline, including expulsion.

Goods for Sale – R36

1. No articles except those sold by the Club shall be advertised, exposed, or offered for sale unless authorized by the General Manager, with the exception of privately booked events in the confines of the function room
2. No subscription, petition, announcement card or matter of any kind not pertaining to Club matters, shall be distributed, circulated or posted in the building or sent out through the Club unless authorized by the General Manager.
3. No NSWCL logoed or branded items may be sold outside of the Club unless authorized by the General Manager and/or the Board.

Dress Code – R37

1. All Members are required to observe the rules of dress and conduct applicable to each organized sport within the Club while engaged in that sport.
2. No skates, with or without guards, bare feet, or uncovered bathing suits are permitted to be worn in the Club common areas above the ground floor entry levels or in the indoor lounges and cafeteria areas.
3. The minimum dress in all Club common areas, including all lounge and cafeteria areas, is a clean short-sleeved shirt or blouse, shorts or slacks, and some form of clean footwear other than work boots. The only exception will be on the Tiki Deck and adjacent pool areas where swim wear and bare feet will be permitted. All persons must be clean and, in every way, presentable. Vulgar and offensive T-shirts are not allowed in the Club.
4. Proper athletic footwear with non-marking soles is required at all times on the tennis courts, squash courts and racquetball courts. Proper athletic footwear is required in the Fitness Centre at all times; no open-toed shoes, sandals, or bare feet.

5. Certified helmet with full face visor or cage, shoulder pads, elbow pads, hockey pants, jock strap with appropriate cup, shin pads, skates, neck or throat guard and hockey gloves. Adults over the age of 21 are required to wear skates, a certified helmet and hockey gloves.

Special Restrictions on the Use of the Club & Premises - R38

1. While using the main pool and dive tank, children under the age of eight years must be accompanied in the water and stay within arm's reach of a responsible person of at least 16 years of age.
2. Whenever there are sticks and pucks on the ice, anyone under the age of 19 is required to wear full hockey safety equipment, including a certified helmet with full face visor or cage, shoulder pads, elbow pads, hockey pants, jock strap with appropriate cup, shin pads, skates, neck or throat guard and hockey gloves. Persons over the age of 19 are required to wear skates, a certified helmet and hockey gloves.

Child Care – R39

1. If Club Childminding service is available, such service will be conducted for a fee and for certain hours only. The service may not be used except during supervised hours. Absent such service, under no circumstances will the Club's premises or any of the Club's Staff be permitted to be used as a substitute for Childminding.
2. Children six years of age and under, accompanying adult Family Members engaged in athletic activities, must either (a) be registered in the Club's Childminding service, or (b) be appropriately supervised by either a Member over the age of sixteen 16 years or a Caregiver.
3. A parent or Caregiver of a child aged 10 and under must remain on Club premises while their child is using the Child Minding Service, unless arrangements have been made with the General Manager or his/her designate.
- 4.
5. A parent or Caregiver of a child aged 10 and under may leave Club premises while their child is registered in a scheduled program.

Outside Coaching – R40

1. Outside personal trainers, coaches or instructors are not permitted to provide their services in NSWC facilities unless approved by the Sports Director and General Manager. Club trainers, coaching Staff, and instructors are available through the Athletics Departments and must be on the approved coaching list prepared annually.

Private Functions – R41

1. Upon application to the Food & Beverage Manager, private dining rooms may be assigned to Members for private functions. Non-Member functions may be booked, provided the group is sponsored by a Member and adheres to the Rules and Guidelines of the Food and Beverage Department.

Parking – R42

1. Every vehicle and its contents, while on Club premises, will be left at the owner's risk.
2. The turnaround in front of the Club's main entrance is for immediate loading and unloading only, and not waiting. A Member must attend their vehicle in the turnaround at all times. Unauthorized parking in fire lanes, handicapped parking stalls or in front of the entranceway is prohibited and will result in the vehicle being removed at the owner's expense.
3. All Members are required to display the Club's parking decal (the "Decal") on their vehicles as directed. A single Member is assigned one Decal and a Member paying Family Dues or Couple Dues is assigned two Decals. A Member may purchase an extra Decal.
4. The Board and/or General Manager may, on occasion, authorize the temporary suspension of parking regulations to provide for a major event or special function hosted at the Club. Upon such occasions, appropriate signage will be placed at the Club entrance and at Reception.

Safety and Security – R43

1. Fire doors must be closed at all time.
2. During fire drills, everyone present in the Club must proceed immediately to the nearest exit, or as directed by Staff members, and remain outside the Club until the drill is ended.
3. CCTV, video, and audio services may be used throughout the Club for the safety and protection of the Club's Members and Guests.

Behaviour and Conduct – R44

1. **All Members** – All Members and Guests must behave in a respectful and courteous manner to all persons while at the Club and in any matters relating to the Club. The ordinary rules of etiquette and speech shall be observed at all times on the Club premises. Unnecessary noise, rowdy behaviour, defacement or misuse of Club property, incivility to other Members, Management or Staff is strictly forbidden. Any infraction shall render the offender liable to disciplinary action by the House Committee.

2. **Serious Infractions** - Examples of serious infractions would be physical or verbal abuse, bullying, and/or threats towards Members or staff, vandalism or theft of Club property or the property of other Members, underage drinking on Club premises, presentation of false credentials, and fraudulent signing of chits, and liable to immediate suspension and disciplinary action by the House Committee.

Lost and Found – R45

1. The Club maintains a Lost-and-Found area and all items left on the premises are placed in that area. The Club takes no responsibility for lost or stolen items and does not assign Staff time to maintain the Lost-and-Found area. Members must retrieve their own belongings. The Club will remove items that have been left for 60 days and be disposed of as Management sees fit.

Telephone Protocol – R46

1. Key personnel have been assigned voice mailboxes. A telephone directory of Club personnel is published on the Club's website (www.nswc.ca).
2. The Club permits the quiet, discreet use of mobile electronic devices in designated areas (i.e. hallways, lobby, an empty room, outdoors) so long as other Members and Guests are not adversely affected by this activity. Cellular phone usage is not permitted in the Lounge, Viewing areas or Fitness Centre. The silent use of various technologies including e-mail, text, images, e-readers and similar application is permitted. The use of electronic devices should be discreet and never negatively impact the Club experience of Members.
3. The Management and Staff are authorized to implement this policy with the expectation that it will be accepted by Members and Guests with courtesy and common sense.

Privacy Policy – R47

1. The Club's Privacy Policy was developed in compliance with British Columbia's *Personal Information Protection Act (PIPA)*, as amended which sets out the rules for how organizations, such as the Club, can, and may, collect, use and disclose your personal information. The Club is committed to maintaining the highest standards with respect to personal information and as such, this policy is subject to review to ensure currency and compliance with PIPA, as amended from time to time.
2. Responsibility for compliance with the provisions of the Policy rests with the Club's General Manager who is designated as the Club's Privacy Officer. Other individuals within the Club may be delegated to act on behalf of the General Manager to take responsibility for the day-to-day collection and/or processing of personal information.

3. The Club has adopted the definition of personal information provided by PIPA. PIPA defines “Personal Information” as: “information about an identifiable individual and includes Employee personal information but does not include: contact information, or work product information.”
4. The Club collects, uses and discloses Personal Information for the following specific purposes:
 - a) to review and select prospective Members;
 - b) to review and select prospective Staff;
 - c) to facilitate the provision of services necessary for it to maintain and operate the Club as an organization and business in British Columbia;
 - d) to manage ongoing relationships with Members and Staff;
 - e) to verify identity;
 - f) to enroll a Member in a specific program;
 - g) to comply with requirements established by applicable Federal and Provincial Legislation
 - h) to comply with the requirements of professional and regulatory bodies
 - i) to monitor and assess program and course performance; and
 - j) to provide necessary financial information to accountants, auditors, and other professional advisers as required.

The Club does not collect, use or disclose Personal Information other than for the purposes outlined above, save and except as required by law or as such collection, use and/ or disclosure is permitted by PIPA without consent. While a Member is generally required to consent to the collection, use, and disclosure of Personal Information, such consent is not required in certain circumstances, and in such circumstances, consent will not be sought. The Club shall specify orally, electronically, or in writing the identified purposes for which Personal Information is being collected at or before the time of collection. Upon request, persons collecting Personal Information shall explain the identified purpose(s) or refer the Member to a designated person within the Club who will explain the purpose(s) for which the Personal Information is collected. When Personal Information that has been collected is to be used or disclosed for a purpose not previously identified, the new purpose shall be identified prior to use. Unless the new purpose is permitted or required by law, or is implied in the previously granted consent, a Member’s consent will be sought and obtained before the Personal Information is put to a new use.

5. The Club can be expected to collect the following Personal Information with respect to Members:
 - a) name;
 - b) birth date;
 - c) home mailing address;
 - d) names, ages, and contact information of family members;
 - e) personal telephone numbers and email addresses;
 - f) photograph and biometric data;
 - g) product and course preferences;
 - h) health information; and

- i) credit information.

The Club may also collect Personal Information from other sources including credit bureaus, employers or personal references, or other third parties who represent that they have the right to disclose the information.

6. The Club may collect, use, and disclose Personal Information as set out above. Should the Club retain a third party to provide services to the Club and should that third party require access to Personal Information, the Club will ensure that an agreement is in place that commits the third party to adhere to this Policy. The Club will never disclose, deliver up, rent, or sell Personal Information to any outside organization unless consent to such use is specifically granted in advance of such disclosure.
7. In order to protect the confidentiality of Personal Information, the Club employs various reasonable security safeguards appropriate to the format and sensitivity of Personal Information. However, because risks such as loss or theft, unauthorized access, disclosure, copying, use, modification or destruction cannot be eliminated, the Club cannot guarantee the security of Member information and will not be liable for its release and any consequences of its release. With the exception of the on-line Member directory, which is accessible only to Members and Staff, only the Club's Staff with a business need-to-know, or whose duties reasonably so require, are granted access to other Personal Information about Members.
8. By submitting Personal Information to the Club, a Member agrees that the Club may collect, use and disclose your Personal Information in accordance with this Policy and as permitted or required by law. Subject to legal and contractual requirements, a Member may refuse or withdraw your consent to certain of the identified purposes at any time by contacting the Club's General Manager. If a Member refuses to deliver necessary Personal Information to the Club or if the Member withdraws their consent, the Club may not be able to continue to provide the Member with certain services and/or information which may be of value to the Member; please contact the Club for more information regarding the implications of withdrawing consent.
9. The Club is dedicated to ensuring that Personal Information it collects is accurate. The Club will make reasonable efforts to ensure that all Personal Information is accurate and complete. The Club will, upon its receipt of a written request, provide a Member with a statement detailing the contents of the Personal Information held about the Member. The Club will further provide the Member with a summary how that information has been used or disclosed by the Club.
10. Member files will be kept in the Club's records for up to seven years for accounting purposes after resignation.
11. The Club reserves the right to change its Privacy Policy, within the limitations of PIPA, without prior notice.

Social Media – R48

1. Publication and commentary on social media carries similar obligations to any other kind of publication or commentary. Social media comments are instantly published and usually available to the public and media.
2. Members are expected to exercise good judgment when using social media and electronic tools to communicate about the Club as an organization, its Staff, coaches/team managers, teams and athletes.

Private Photography & Video Recordings – R49

1. Photographic imaging or video recording is prohibited in the following areas: Changing Rooms, Sport Dressing Rooms, Men's & Ladies Locker Rooms, and washrooms.
2. Personal photography or video recording is permitted in other areas of the Clubhouse for personal use, or specific Club purpose.
3. Taking photos/videos of family and friends is a valuable part of Club life. Members are asked to be considerate of fellow Members/Guests who are in the vicinity. If another Member/Guest expresses discomfort or objects to photos or videos being taken of themselves or their children, Members are asked to refrain from doing so.

PART 6 – FEES, DUES, FINES, DISCIPLINE AND ASSESSMENTS

Please refer to the Schedule of Fees, Dues, Fines and Assessments for up to date pricing. All amounts are reviewed periodically by the Board of Directors and are therefore subject to change without notice. Be sure to check with the Member Services before assuming the accuracy of any sum.

Fees, Dues and Fines – R50

1. Subject to the right of the Board to vary and add to Fees, Dues, Fines and Assessment, the following will apply; **See Current Schedule of Fees, Dues, Fines, and Assessments**
2. Fines and Penalties
 - a) Failing to sign in a Guest:
 - b) NSF Cheques
3. Registration & Miscellaneous Fees – **See Current Schedule of Fees, Dues, Fines, and Assessments**

4. All prices are subject to GST. The North Shore Winter Club reserves the right to change its prices and programs without prior notice.

Discipline and Expulsion – R51

1. Members may be disciplined and expelled from the Club in accordance with the Bylaws and these Rules.
2. The General Manager or the Board may suspend or expel a Member in accordance with the Bylaws if:
 - a) the Member fails or refuses to pay Fees, Dues, Assessment or other charges within 30 days after such charges are levied by the Board;
 - b) the Member breaches the Constitution, the By-Laws, the policies of the Society, or these Rules;
 - c) the conduct or action of the Member is prejudicial to the welfare and interest of the Club;
 - d) the conduct or action of the Member is improper, unbecoming, or likely to endanger the interest or reputation of the Club; or
 - e) the suspension or expulsion is, in the opinion of the General Manager, necessary to ensure the health or safety of a Member, a Guest, an Employee or contractor or a member of the public.
3. Before making any decision to suspend or expel a Member, the General Manager or the Board shall:
 - a) send the Member written notice of the proposed sanction, including reasons; and
 - b) give the Member a reasonable opportunity to make representations to the Board respecting the proposed suspension.
4. A Member wishing to make a complaint about a Staff member must file a written Incident Report with the General Manager (the “Staff Complaint”) within a reasonable timeframe of the incident. If the Staff Complaint concerns the General Manager, it should be directed to the Chair of the Board. The Staff Complaint will be addressed by the General Manager or the Chair of the Board as appropriate.
5. A Member wishing to make a complaint about a Member must file a complaint with the General Manager (the “Member Complaint”) within a reasonable timeframe of the incident. The Member Complaint will be addressed in accordance with the House Committee Terms of Reference.
6. For a Member Complaint to be considered, it must set out:
 - a) the name, address and phone number of the Complainant;
 - b) the name of the Member or Staff member against whom the Complaint is made; and

- c) a detailed summary of the Complaint, including the date, time, location and a description of what occurred.

Assessments – R52

1. From time to time, the Board may levy special assessments for special purposes, and may establish policies respecting overdue accounts and any other matter.

PART 7 – COMMITTEE GUIDELINES

General – R53

1. The purpose of the Committee System of the Club is to reduce the work load of the Board while, at the same time, interest Members in being involved with Club activities. The Committees' also provide an avenue through which Club members can express their views on the Club's operations.

Types of Committees – R54

2. The following Committees of the Board are standing Committees at the Club: Membership, Governance, Nominating, House, and Finance and Audit.
3. The following Committees of the Society sit at the pleasure of the Board:
 - a) Tennis;
 - b) Aquatics;
 - c) Minor Hockey;
 - d) Senior Men's Hockey;
 - e) Fitness;
 - f) Facilities;
 - g) Food & Beverage;
 - h) Long Range Planning; and
 - i) Relocation

Committee Rules – R55

There are two types of Committees:

1. Committees of the Board composed of selected Members and Directors, by the Board;
2. Committees of the Society composed of such Members as the Board thinks fit.

The following are the guideline Rules for the Society Committees:

1. Committees of the Society shall be composed of Voting and Social Members, which may include Non-Voting Members of the Board, as the Board may direct.
2. Society Committees are governed by Terms of Reference which are approved by the Board. Society Committee members must be Members in Good Standing.
3. A Member, excepting a Board Member, is not allowed to sit on more than three Committees unless approved by the Board.
4. The General Manager shall ensure that the Society Committees are operating within these Rules and their Terms of Reference.
5. All Society Committees elect their own Executive, except for the Chair and Vice Chair (and in the case of the Minor Hockey Committee, the Female Representative) who are appointed by the Board having received advice from the Committee and the General Manager.
6. Any Society Committee Member absent three meetings or more without just cause, may be replaced by the Chair of that Committee with a Member selected from the general Membership, subject to approval by the Board.
7. All Society Committees shall be limited to a maximum of 12 Voting Members unless approved by the Board. 50% of a Society Committee is to be elected each year for a two year term (or may be appointed by the Board, at the Board's discretion). Society Committee nominations must be submitted to the General Manager.
8. All Society Committees normally meet once per month on Club premises during their activity season. A minimum of 50% of the elected Members must be in attendance to constitute an official meeting.
9. The Board normally meets once per month. Society Committees that would like the Board to consider a submission must submit a written motion to the General Manager not less than one week prior to the next scheduled Board meeting.
10. All Committees must keep minutes of all meetings and copies of all correspondence on file at the Club. These files will be available to any Member during normal office hours.
11. The Club shall maintain a record of funds raised by a Society Committee. Expenditures from a Society Committee account will be made as authorized by the Society Committee and General Manager. The Chair and Treasurer of any Society Committee may examine these records during normal Club office hours.
12. 25% of Entry Fees generated from external open events such as tournaments, competitions, etc., which are sponsored by Society Committees or other Member groups, are to be paid into

Club revenue. Waiver of a portion of this fee may be granted by the General Manager, provided the Society Committee or Member group can guarantee other substantial direct financial benefit to the Club.

13. All Society Committee special events and registration fees require approval of the Board of Directors in advance. A detailed budget showing both revenue and expenditures must also be submitted to the General Manager for Board approval.

Expenditures – R56

1. The Club Administrative office will maintain a record of funds raised by a Committee. Expenditures from this account will be made as authorized by the Committee concerned and Club Management. The Chairman and Treasurer of any Committee may examine these records during normal office hours.
2. All catering and/or food requirements must be arranged directly through the Club Management or Manager of Food Services.
3. Unless otherwise authorized by the Board, Committees are not permitted to commit the Club to any expenditure unless a properly authorized purchase order is obtained before the purchase is actually made and the expenditure approved by Club Management for amounts over \$500.00.

Sport Activity Fee – R57

1. A fee per registrant for sports activity usage is an annual charge and Committees are requested to build this charge into their yearly sports activity registration. The sports activity usage fee shall be set and reviewed annually by the General Manager with the approval of the Board.

External Event Fee – R58

1. 25% of Entry Fees generated from external open events such as Tournaments, Competitions, etc., which are sponsored by the Committees or other Member groups, are to be paid into Club revenue. Waiving of a portion of this fee may be granted by the General Manager, provided the Committee or team can guarantee other substantial direct financial benefit to the Club. Budgets must be submitted to the General Manager in advance of the event for approval.
2. All Committee special events and registration fees require approval of the Board of Directors in advance. A detailed budget showing both revenue and expenditures must also be submitted to the General Manager for Board approval.

Facility Rentals – R59

1. Members may rent facilities at the Club for personal use; inquire at the Member Services Desk.
2. Subject to approval by the General Manager, Members may not rent facilities at Member rates under any condition where a profit is made through the use of those facilities. Non-Member rental rates would prevail.
3. Outside personal trainers, coaches or instructors are not permitted to provide their services in Club facilities unless approved by the Sports Director and General Manager. Club trainers, coaching Staff and instructors are available through the Athletics Departments and must be on the Club's approved coaching list which is reviewed annually.

SCHEDULE "A" – SPECIALTY MEMBERSHIPS

"Specialty Memberships" are a limited time Membership offering with restricted privileges at a reduced Entrance Fee, which may be applied to Full Membership within five years at the end of the offering; These Memberships are limited by the Board and are Non-Voting Memberships.

1. **"Summer Memberships"** are limited time, four month Membership with full privileges that run from May 1 to August 31; Entrance Fee may be applied towards Full Membership within five years from the end of your Summer Membership; This is a Non-Voting Membership;
2. **"Trial Memberships"** are a one-time, one year Membership with restricted privileges at a reduced Entrance Fee, that may be applied to Full Membership within five years of the end of the trial year; Limitation - No REP Minor Hockey permitted (Female Program exempt); This is a Non-Voting Membership;
3. **"Trial Goalie Memberships"** are limited time, eight month Membership with restricted privileges that run from August 1 to March 31, at a reduced Entrance Fee, that may be applied to Full Membership within five years of the end of the trial year; Limitations – (1) subject to Board approval if there is a demand for goalies in a particular age group; (2) No Sibling REP Minor Hockey permitted (Female Program exempt); This is a Non-Voting Membership.