

# THE INDIA CLUB INC.

## BYE-LAWS (Jan 1, 2014 onwards)

### **A. MEMBERSHIP**

#### **MEMBERSHIP PROCESS (As per Article 7 of AOA)**

Applications for membership (excluding Honorary Membership) shall be filled in full and submitted to the President of the General Committee, and are subject to approval by the General Committee. The General Committee has the right to approve or reject any application for membership without explanation to the applicant.

#### **TYPES OF MEMBERSHIP (As per Article 6 of AOA)**

1. **Regular Membership (As per Article 6(1) of AOA)** There are two categories of Regular Membership - Individual Full Membership and Corporate Membership.

##### **1.1) Full Individual Membership**

Persons aged 20 or over may apply for Regular Membership. The privileges of said Regular Membership shall extend to his/her spouse, unmarried child(ren) or dependents aged 25 or below, and any dependent female family member of a Regular Member. Any exception will be at the discretion of the General Committee. Once accepted by the General Committee, a Full Individual Member shall pay the stated entrance fee and a deposit (See Section B – Entrance Fee & Monthly Subscription).

##### **1.2) Corporate Membership**

Any corporation may apply for Regular Membership. A corporation may sponsor one or more employees as nominees of its membership for a minimum term of one year. Once accepted by the General Committee, the corporation shall pay the stated entrance fee and a deposit as per the

number of nominees registered in the Corporate Membership (See Section B – Entrance Fee & Monthly Subscription). The General Committee must accept each nominee. All nominated employees must be working at the same physical premises as the corporation, and/or must be engaged in the same business activities as the corporation, as determined by the General Committee. In the case that a corporation's employee works from a remote location (i.e. from home), the General Committee may use its discretion to consider said employee as a nominee of that Corporate Membership. In the event that a nominee of a corporation defects from said corporation, it is the duty of said corporation and said nominee to inform the Club to remove the nominee from said Corporate Membership. Failing to do so in a timely manner may result in penalties, as determined by the General Committee. Each nominee of the corporation shall enjoy the same privileges as a Full Individual Member. The corporation, regardless of the number of nominees, accounts as one Regular Member, and therefore receives the right to one vote.

## 2. **Honorary Membership (As per Article 6(2) of AOA)**

Honorary Members shall enjoy the same privileges as Full Individual Members, except they:

- Do not have the right to vote
- May not attend any general body meetings or committee meetings, unless specifically invited by the President of the Club
- Shall not be counted as any part of any quorum of the Club
- May not hold any position or office in the management of the Club
- May not take the podium to express an opinion unless invited by the President of the Club

Their monthly subscription and entry fees are waived as long as they remain Honorary Members.

## 3. **Associate Membership (As per Article 6(3) of AOA)**

Any individual or organization in support of the Club's activities and businesses (as stated in Article 5 of the AoA) may apply for Associate Membership. Associate Members:

- Shall have no voting rights
- May not attend any general body meetings or committee meetings, unless specifically invited by the President of the Club
- Shall not be counted as any part of any quorum of the Club
- May not hold any position or office in the management of the Club
- May not take the podium to express an opinion unless invited by the President of the Club

### **3.1) Short Term Membership**

Persons aged 20 or over, residing outside of the Hanshin (Hyogo/Osaka) region, that are temporarily posted to reside in or visiting the Hanshin (Hyogo/Osaka) region for up to six months, may apply for Short Term Membership. The privileges of said Short Term Membership shall extend to his/her spouse, unmarried child(ren) or dependents aged 25 or below, and locally residing dependent parent(s) that is/are unable to support himself/herself, as determined by the General Committee. The six month membership period shall begin from the day said individual's membership has been accepted by the General Committee and said individual has been informed of his/her acceptance. Short Term Members shall be exempted from paying the entrance fee of the Club. Short Term Members shall enjoy the same privileges as all Associate Members.

The General Committee holds the right to demand a deposit from a Short Term Member, on a case by case basis. In the case of a Short Term Member extending his/her stay beyond six months, said Member shall be obliged to pay the stated entrance fee within the first week of the seventh month of his/her membership and his/her membership status shall be converted to Full Individual Membership status. If said Member fails to pay the stated entrance fee within the first week of the seventh month of his/her membership, his/her membership shall be expelled.

## **4. Absent Membership**

No Member shall be eligible to be listed as an Absent Member.

## 5. **Members of Reciprocal and Affiliate Clubs & Institutions**

Any member of any club or institution that has a reciprocal agreement or affiliation with the Club shall, having followed the proper procedures and with the necessary documentation, be allowed to use the facilities of the Club free of charge for a limited period, as agreed upon by the respective clubs. Reciprocal and affiliated club members:

- Shall have no voting rights
- May not attend any general body meetings or committee meetings, unless specifically invited by the President of the Club
- Shall not be counted as any part of any quorum of the Club
- May not hold any position or office in the management of the Club
- May not take the podium to express an opinion unless invited by the President of the Club
- Are not permitted to introduce any guests to the Club

Reciprocal and Affiliate club members must pay for all goods and services provided by the Club using a pre-paid system (i.e. coupons). They may be excluded from some of the Club's 'Members only' events.

(See the India Club website for a list of clubs that the India Club has affiliation or reciprocal agreements with)

## **B. ENTRANCE FEE & MONTHLY SUBSCRIPTION**

- The Club's entrance fees and subscriptions shall be in accordance with the bye-laws available to the public at the time of the application.
- Although Honorary Members are exempt from payment of the entrance fees and monthly subscriptions, they are obliged to pay for all goods, services, and events provided or hosted by the Club.
- Once paid, all entrance fees and subscriptions shall be nonrefundable under any circumstances.

- The General Committee shall have the discretion to hold short-term campaigns to waive the entrance fees in order to attract and obtain new memberships.

**Entrance Fee: Yen 50,000**

**Monthly Subscriptions Fees:**

<b>Full Individual Membership</b>	<b>Yen 8,000/mo (+ consumption tax)</b>
<b>Corporate Membership</b>	
<b>Single nominee</b>	<b>Yen 8,000/mo (+ consumption tax)</b>
<b>Two nominees</b>	<b>Yen 12,000/mo (+ consumption tax)</b>
<b>Three nominees</b>	<b>Yen 14,000/mo (+ consumption tax)</b>
<b>Four nominees</b>	<b>Yen 16,000/mo (+ consumption tax)</b>
<b>Five nominees</b>	<b>Yen 18,000/mo (+ consumption tax)</b>
<b>Six nominees and above</b>	<b>+ Yen 2,000/mo (+ consumption tax)</b>
	<b>per nominee</b>
<b>Short Term Membership (max 6 months)</b>	<b>Yen 8,000/mo (+ consumption tax)</b>

**Deposit (per nominee): Equivalent of 6 months' monthly subscription**

In the event that a Member decides to withdraw his/her membership from the Club within the first six months of membership, the balance of the deposit will be forfeited.

**C. ACCOUNTS DUE AND PAYABLE**

- All Members shall be obliged to pay the Club's monthly subscription fees, Bar & Mess charges, usage fees, event participation fees, and any other charges/fees announced and/or deemed necessary by the General Committee; monthly subscription fees shall be stated separately from all other fees and charges on the statement of accounts presented to the Member each month.
- All statements of accounts shall be made up at the end of each month and presented to the Member for payment on or before the 10<sup>th</sup> day of the following month, and

shall be paid by the 10<sup>th</sup> day of the month following that in which the account was presented to the Member for payment.

- If by 90 days from the date the invoice was presented to the Member for payment, the account is still unpaid, the General Committee holds the right to revoke said Member's membership from the Club (as per Article 11(1) of the AoA).

## **D. GUEST RULES**

### **1. All Guests (except Non-local Family Guests)**

- A Member, his/her spouse, and his/her dependents aged 12 or above may introduce to the Club as a guest any person of good character or standing, as adjudged by the General Committee.
- Guests may only be introduced to the Club during official Club hours or during any India Club sponsored events.
- The name and address of each guest shall be entered into a Guest Book and signed by the introducing Member, spouse, or dependent on arrival to the Club.
- The guest may only be on Club premises or use the Club's facilities when accompanied by the introducing Member, spouse, or dependent.
- The guest may not sign for any goods or services offered by the Club; charges must be signed for by the introducing Member, spouse, or dependent.
- The same guest may not visit/use the Club more than twice in the same calendar month and/or more than five times in a calendar year.
- Members, spouses, and dependents introducing guests shall be jointly and fully liable to the Club for the payment of all amounts which may be due from such guests to the Club.

### **2. Non-local Family Guests (Direct family members visiting from out of Hanshin area) Direct family members include parents, children, siblings, and siblings' spouses and children of Members, their spouses, and their dependents.**

- Non-local Family Guests must be introduced to a member of the General Committee (verbally or in writing) before visiting or using the Club for the first time, and on each separate visit to the Hanshin area.
- Non-local Family Guests shall not be charged any entrance fee, monthly subscription, or guest fees for up to six months from said guest's 1<sup>st</sup> visit to the Club on any given trip to the Hanshin area within the same calendar year.
- At the discretion and with the approval of the General Committee, non-local family guests may have access to the Club's facilities unaccompanied by the Club member that introduced the guest.
- At the discretion and with the approval of the General Committee, non-local family guests may be allowed to sign for (on the account of the Member that introduced the guest) any goods, services, events attended, or any other charges related to usage of the Club's facilities or services.
- Non-local Family Guests may not introduce guests.
- In the case of a non-local family guest extending his/her stay beyond six months, normal guest rules would begin to apply for said guest from the 1<sup>st</sup> day of the seventh month, unless said guest applies for full membership or is nominated by a corporate member, in which case the relevant terms shall apply.

It is the duty of each Member to sign guests into the Club Guest Book. Members that fail to follow the proper procedures will be warned by the General Committee. If necessary, the General Committee reserves the right to revoke any Members' right to introduce guests to the Club and the right to ban any individual guest to visit the club in the future.

## **E. CLUB FACILITIES AND ROOM CHARGES**

The following club facilities are available for use by Members as per the following rules:

### **1. Main Hall & Stage**

- The Club's main hall may be used by all Members free of charge and without prior permission during official Club hours for any activities other than private events, parties, seminars and any commercial activities such as group classes, exhibitions, fund raising events, etc.
  - Permission from Club management or a member of the General Committee is required to use the stage, audio system, and any games or recreational sports facilities offered by the Club at any given time. Charges may apply in certain cases.
  - Once permission is obtained, the stage may be used by all Members over the age of 16 without supervision and all Members below the age of 16 if supervised by an adult Member
  - The pasting, taping, or hanging of any objects on the walls, windows, floors, or other furniture is not permitted without prior permission in writing from Club management or a member of the General Committee
  - Items that can damage the floor of the Hall shall not be permitted, including wheeled vehicles such as bicycles, strollers, scooters (i.e. Razors), toy cars, roller skates/blades, etc.
  - No ball playing or such activities are permitted under any circumstances
  - No pets are permitted under any circumstances
  - For all private, commercial, or 'after-hours' uses of the main hall and stage, prior permission must be taken in writing from a member of the General Committee. Charges may apply (see India Club website for Hall and Stages Charges)
2. **Restaurant and Dining Facilities** (excluding use of the Main Hall for any other purposes)
- Open to all Members free of charge during Club operating hours
  - Charges apply for purchases of food and beverages
  - Members may not enter the kitchen or designated 'Staff Only' areas unless authorized by Club management or a member of the General Committee.
3. **Sports Bar and Pool Table**
- On weekdays, open to all Members **over the age of 12 free of charge during Club operating hours**
  - On weekends and holidays, open to all Members **over the age of 12 free of charge up to 6:00pm and all Members over the age of 18 after 6:00pm**



- Charges apply for purchases of food and beverages
- The audio/video system may be used free of charge and without prior permission by all responsible adults over the age of 18
- The pool table and related equipment may be used free of charge and without prior permission by all responsible Members

#### 4. **Cards Room**

- Open to all Members over the age of 18, **on a first come first serve basis, at a charge of Yen1,000 per day, during the Club operating hours**
- Charges apply for purchases of food and beverages

The following sections of the Club may be reserved for, at a charge, by Members and Non-Members, for private events, parties, seminars, or any commercial activities. Permission must be taken in writing from a member of the General Committee. Guest charges will apply accordingly (see Section D - Guest Rules). No bar and mess services to be offered outside of Club official hours, unless permission is granted in writing by a member of the General Committee.

##### 1. Sports Bar

Members & Non-Members: Charges apply and to be determined on a case-by-case basis by the General Committee

##### 2. Cards Room

Members: Yen1,000 (standard food/beverage charges apply during official Club hours)

Non-Members: N/A

##### 3. Hall & Stage

See the India Club website for details on Hall & Stage Charges

If additional staff and service is required, corresponding charges shall apply, as deemed necessary by club management and/or the General Committee.

Outside Food/ Beverages are not permitted at the Club unless previously authorized by Club management or a member of the General Committee.

The India Club is fully non-smoking at all times. Smoking shall not be permitted anywhere in the Club house under any circumstances.

The General Committee reserves the right to change the rules and/or charges of usage of any section of the Club at any time, as seen fit by the General Committee.

## **H. SALE OF THE CLUB'S ASSETS & DISSOLUTION**

In case the Club's assets are sold for any reason, from the funds remaining after paying all liabilities, 50% of the proceeds from the sales of its assets will be donated to an orphanage in Japan and the balance 50% to an orphanage in India after a resolution of a General Body Meeting (as per Article 18 of the AoA). Any distribution of funds shall be done under the guidelines and rule of the AoA of IPPAN SHADAN HOJIN INDO CLUB.

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