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BAY CLUB

CODE OF CONDUCT

1. PREAMBLE TO THE CODE OF CONDUCT:

- a) This Code of Conduct shall be applicable and binding on all Members. The Code of Conduct shall also be applicable to and be binding on, the Member's Guests, their Dependents, their Personal Attendants, Affiliate Members and Affiliate Member's Guests (all such persons shall collectively be referred to as "Member Group" for the purposes this Code of Conduct) Associated Persons, Affiliate Members Affiliate Member's Guests and Visitors (collectively and individually (as the context may require) be referred to as "Member Group") as if they were Members.
- b) This Code of Conduct details the manner in which Members and Member Group are required to conduct themselves within the Club and Club Premises to ensure the smooth functioning of the Club. This Code of Conduct, the Rules and The House Rules together form a part of the Club Charter Documents.
- c) IFCPL may modify, amend, alter, add, and change a part or whole of the Code of Conduct from time to time, at its sole discretion.
- d) Terms not defined in this Code of Conduct shall have the meaning ascribed to them in the Rules.

2. BINDING NATURE OF THE CODE OF CONDUCT:

- a) The Member and Member Group are bound to abide by and comply with this Code of Conduct whilst in the Club Premises. A violation of this Code of Conduct shall be deemed a violation of the Membership Agreement.
- b) A Member is responsible to ensure that their Associated Persons are well acquainted with this Code of Conduct and comply with the same.
- c) IFCPL shall have the right to take appropriate disciplinary action against any Member and/or person forming part of the Member Group whose conduct in the Club Premises is in violation to the Code of Conduct and/or is prejudicial to the interest and/or safety and/or well-being of the Club or its Members or any other Member Group in accordance with the Rules.

3. GENERAL:

- a) The Member and Member Group must behave responsibly and ensure that they conduct themselves in a manner which will not adversely impact the reputation of the Club, or IFCPL.
- b) The Member and Member Group must treat other Members and persons on the Club Premises, equally, with respect, and courtesy.

4. DRESS CODE:

The Member and Member Group shall follow and comply with the appropriate Dress Code in accordance with the House Rules. In the event of any violation of the Dress Code, IFCPL has the right, in its sole discretion to disallow such Member or Member Group who is in violation of the Dress Code access to any or all parts of the Club Premises.



5. NO DISRUPTIVE BEHAVIOUR:

- a) All Members and Member Group shall refrain from any conduct that impairs any other Member or Member Group's enjoyment of the Privileges.
- b) No Member and Member Group shall engage in:
 - i) any rude, vulgar, threatening, harassing, or otherwise offensive or inappropriate behaviour that disturbs others, interferes, with the planning or conduct of any activity at the Club activity, or event, or disturbs the enjoyment of the Privileges by any Member or Members Group;
 - ii) Using rude, vulgar, threatening, harassing, defamatory, ridiculing, or otherwise offensive or inappropriate language (written or oral) or using similarly offensive or inappropriate gestures in the presence of any person on the Club Premises;
 - iii) Interfering with, or disrupting the enjoyment of any Privileges by other Member and/ or Member Group;
 - iv) abusing or shouting at any other Person on the Club Premises in a threatening or insulting manner.
- c) Upon a complaint by any Member in this regard, the Club Staff is entitled to warn any offending Member and /or Member Group. If, despite being warned by the Club Staff, the Member and /or the Member Group does not abate with such behaviour, such Member and /or Member Group, may be asked to leave the Club Premises and may be subject to disciplinary action in accordance with the Membership Agreement.
- d) If a Member and / or Member Group is asked to leave the Club Premises for any of the reasons mentioned in this Code of Conduct and such Member and / or Member Group refuses to do so, then, IFCPL shall have the right to, without any liability whatsoever, have such Member and /or Member Group be evicted from the Club Premises by the Club Staff including by the security guards. Such act of the Member/Member Group will constitute a violation of the Membership Agreement by the related Member and IFCPL shall have the right to take appropriate disciplinary action in accordance with the Membership Agreement.

6. OFFENSIVE OR DEFAMATORY BEHAVIOUR:

- a) No Member or Member Group shall make any statements, written or oral, in relation to the Club, IFCPL, its respective shareholders, directors, employees, agents, representatives, advisors, the Operator, Operator's employees, agents, representatives, Club Staff, or and all other Persons acting through any such persons ("**Club Representatives**"), including:
 - i) originating, forwarding, transmitting, or distributing emails or other written or electronic materials to any person or entity that contains any harmful gossip, erroneous, malicious, threatening, disparaging, disrespectful, defamatory, offensive, or non-constructive critical comments in relation to the Club Representatives or other Member or Member Group;
 - ii) engaging in, or supporting emails or other communications and activities that damage the reputation of the Club Representatives or other Member or any Member Group;



- iii) financing, promoting, or supporting individuals or groups who are perpetrating actions detrimental against the Club Representatives or other Member or Member Group; and
- iv) making any statements, written or oral, which, in the IFCPL's sole judgement, may damage the Club's and/or IFCPL or any other Club Representative's reputation.

7. PHOTOGRAPHY/VIDEOGRAPHY:

- a) Members and Member Group are strictly prohibited from taking photographs or videos in the Club Premises which may be considered as not being a public access area or which may infringe any other persons' privacy. No Member or Member Group shall take photographs of other persons on the Club Premises, including that of any children, without taking the specific approval of such person(s).
- b) Notwithstanding anything to the contrary, no photography/videography on any device whatsoever is permitted in the private spaces within the Club Premises (e.g., without limitation restrooms, changing rooms, etc.), with any other person in the background, without their specific consent for being included in such photograph/video. IFCPL reserves the right to take possession of, and confiscate any camera, video or recording device and delete any such photos, videos or other recorded images used or taken while on Club Premises.
- c) A Member and the Member Group shall not infringe on the privacy of other Members or Member Group persons unless the same is inadvertent in a public space within the Club Premises. Any Member or Member Group being identified as being responsible for such action, will be held in violation of the Club Charter Documents and may, without prejudice to any rights or recourse available under Applicable Law, be referred to the Disciplinary Committee for appropriate action.
- d) Notwithstanding anything contained herein, IFCPL reserves the right to take photographs and/ or videos of activities conducted within the Club Premises or by IFCPL, and utilise such photographs and/ or videos for its promotional activities or advertisement on any forum or for internal purposes, at its sole discretion. Provided that, such usage shall be in accordance with the Club Charter Documents and subject to restrictions under Applicable Law, if any.

8. PUBLICATION OF MATERIAL/INFORMATION:

- a) Any written material, advertisement, information may be permitted to be displayed on the Club notice board only with the prior written consent of IFCPL.
- b) No anonymous written material of any kind shall be circulated or distributed on the Club Premises by anyone. If any such material is found at the Club Premises, the Club/IFCPL, at its sole discretion shall confiscate and destroy the same. Any Member or Member Group being identified as being responsible for such action, will be held in violation of the Membership Agreement or the rules and regulations of the Club, as applicable and shall face disciplinary action. No Member or Member Group shall post or publish any written material which is political, religious, or prejudicial to any person or group (minority or otherwise).
- c) No Member or person forming part of the Member Group shall circulate any confidential information about the workings of the Club and/or IFCPL to any person who is not a Member.



- d) No Member or person forming part of Member Group shall publish or cause to be published any matter concerning the conduct and affairs of the Club and/or IFCPL in any public media or publicly criticize the conduct or affairs of the Club and/or IFCPL.

9. PUBLIC GATHERINGS:

No Member or Member Group shall organize any public gathering, other than for any social purpose (which shall only be with prior approval of IFCPL), on the Club Premises.

10. HEALTH AND SAFETY:

- a) Each Member/ Member Group shall take all reasonable effort to ensure that the Club Premises remain clean, hygienic, and safe for all other Members / Member Group.
- b) Any Member/Member Group suffering from any disease / illness which is, or may be contagious, transmittable, or infectious for other Persons on the Club Premises by virtue of such Member/ Member Group being present in the vicinity of other Persons, shall not enter the Club and use the Privileges or Club facilities. The Club Staff may ask any such Member/ Member Group to leave the Club Premises with immediate effect and the same shall be complied with.

11. DRINKING, SMOKING:

- a) The Member or Member Group shall abide by the Club's smoking policy then in effect. The Club reserves the right to prohibit or limit smoking in any area of the Club Premises at any time at its sole and absolute discretion.
- b) The Member or Member Group shall not consume alcohol at any place other than designated areas within the Club Premises.

12. ILLEGAL DRUGS:

The Member/Member Group shall not use, ingest, possess, or distribute illegal drugs while on Club Premises. Any Member/ Member Group in breach of this restriction shall be liable for legal action. Further, no Member/Member Group shall purchase, sell, use, or possess any object which is illegal or offensive while on Club Premises or in the immediate vicinity thereof. If any such objects are found, the item will be confiscated and the relevant Member and/or the Member Group will be liable for legal action.

13. ARMS, AMMUNITION, EXPLOSIVES, FLAMMABLE SUBSTANCES:

No Member / Member Group shall be permitted to:

- a) bring or carry arms, ammunition, explosive and/or flammable substances into the Club Premises;
- b) bring armed security guards within the Club Premises except with the prior written approval of IFCPL and in the area specified for this purpose by IFCPL.

14. NO WAGERING OR GAMBLING:

Members and Member Group shall not indulge in any activity which in the opinion of IFCPL would be considered wagering or gambling and not in compliance with Applicable Law.



15. NO ILLEGAL OR IMMORAL ACTIVITY:

No Member or Member Group shall take part in any illegal or immoral activity on the Club Premises. All Members and members of the Member Group are duty-bound to report to IFCPL/Operator any such activity being undertaken on the Club Premises which comes to their knowledge.

16. NO GRATUITY/TIPS, INFLUENCING:

- a) A Member or Member Group shall not attempt to give bribe or gratuity to any other Member or Member Group or Club Staff in order to induce them (A) to do any actions which are prohibited either under law or as per the terms of their engagement or not in accordance with the Membership Agreement or rules and regulations of the Club, as applicable; or (B) to not do any actions which are prohibited either under law or as per the terms of their engagement or not in accordance with the Membership Agreement or rules and regulations of the Club, as applicable.
- b) No Member or Member Group shall interfere with, contact, or attempt to unduly influence by any means the suppliers or service providers to the Club, vendors, or other entities doing business with IFCPL and/or the Club or in respect of providing any additional benefits in relation to any Privileges over and above such Member Group's entitlement basis their Membership.
- c) No Member or Member Group shall entice, make any offers to, engage or coerce, any staff, employee, consultant, vendor, or any entity associated with the Club in any manner to provide any services to any person outside their engagement with the Club without the prior written approval from IFCPL.

17. COMPLAINT BY MEMBERS/ MEMBER GROUP:

- a) Any complaint to the Club/IFCPL shall be made only through a Member. Any other complaint shall not be actionable.
- b) Any complaint by a Member or the Member Group against any other Member Group should be made in writing to IFCPL. Any such complaint made is deemed to be confidential and shall not be circulated by any Member or any other person or institution or body (unless such complaint is in relation to any breach of Applicable Laws, for which such person has legal remedies) until IFCPL has considered the complaint and dealt with the same in accordance with the Membership Agreement.
- c) Any Member Group shall make any complaint only through the related Member. Any direct complaints, written or otherwise, by the Member Group shall not be considered or be actionable by IFCPL. Any complaint by an Affiliate Member can only be routed through the Affiliate Club.

18. DISCIPLINARY ACTION:

Members shall be responsible and answerable to IFCPL for any violation and/or breach of this Code of Conduct either by themselves, or their Member Group and any such violation and/or breach shall be considered as behavior unbecoming of a Member and such Member and/or relevant Member Group will be subject to disciplinary action in accordance with the Membership Agreement.