

Club Rulebook

JUNE 2019

By-law No. 1 • Membership Policies • House & Sports Rules



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By-law No. 1

BE IT ENACTED as the By-law of The Badminton and Racquet Club of Toronto (hereinafter referred to as the "Corporation" or the "Club") as follows:

1.0 Affairs of the Club

1.1 Head Office

The head office (the "Head Office") of the Corporation shall be in the City of Toronto, in the province of Ontario, and at such place therein as the Directors may from time to time determine. The Head Office may also be referred to in this by-law as the "Clubhouse".

1.2 Repeal

Upon confirmation of this by-law by the members, it will supersede and take the place of "By-law Number One" approved on December 12, 2006, without in any way invalidating any actions or proceedings taken or held under that earlier by-law.

1.3 Banking

The Board of Directors (the "Board") by resolution may appoint a chartered bank or bank(s) to be the bank(s) of the Corporation. The Board may, subject to the provisions hereof, authorize officers of the Corporation and other persons to make, draw, sign, and endorse cheques, promissory notes, and other instruments in the name of and on behalf of the Corporation; to borrow money from the bank(s) on the credit of and for the account of the Corporation; and to enter into agreements with the bank(s) with respect to the handling of the Corporation's count and the conduct of the Corporation's business.

1.4 Fiscal Year

Unless otherwise determined by the Board, the fiscal year of the Corporation shall terminate on the 30th day of September in each year.

1.5 Auditor

The members shall at each annual meeting appoint an auditor to audit the accounts of the Corporation for report to the members at the next annual meeting. The auditor shall hold office until the next annual meeting, provided that the Directors may fill any vacancy in the office of auditor. The remuneration of the auditor shall be fixed by the Board. The said auditor shall be duly licensed under the laws of Ontario and shall not be a member of the Board or an officer or employee of the Corporation or a partner, employer or employee of any such person.

1.6 Interpretation

In this by-law, unless the context otherwise requires, words importing the singular number or the masculine or feminine gender shall include the plural number or the masculine or feminine gender as the case may be.

1.7 Governing Law/Act

This by-law and any future by-laws or amendments thereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable there in. References to the "Act" shall be to the Corporations Act (Ontario) until such time as the Not-for-Profit Corporations Act, 2010 is proclaimed in force, at which time references to the "Act" shall be to the Not-for-Profit Corporations Act, 2010 ("ONCA").

1.8 Policy Statements

The Board may pass policies, terms of references, policy statements and the like from time to time, governing various aspects of the governance of, and operations at, the Club. These are referred to herein as “Policy Statements”.

1.9 Guests

The Board may establish Policy Statements, from time to time, regarding the admission of any person (“Guest”) who is not a member of the Club. Any debt or property damage incurred by a guest shall be the responsibility of the member(s) or associate(s) who requested or permitted the admission of such guest.

2.0 Members and Associates

2.1 General

Subject to the Act and this by-law, the Board shall establish Policy Statements governing membership in the Corporation.

2.2 Members and Associates

- a. The Club shall have one class of member (“members”). Subject to Section 5 of this by-law, each member shall be entitled to receive notice of, attend and vote at all meetings of members. Each member shall have one vote.
- b. Members shall apply for, be admitted to, and approved for membership in accordance with rules and processes set out in this by-law and as determined by the Board from time to time and set out in Policy Statements.
- c. The Board may from time to time:
 - i. limit the total number of members; and
 - ii. determine that applications for membership will not be received for such period or periods of time as it sees fit.
- d. In addition, individuals meeting the criteria set out for introduction, admission, and approval by the Board from time to time in Policy Statements may be designated as “associates” and receive certain rights and privileges at the Club. These rights and privileges shall not include the right to receive notice, attend or vote at meetings of members. Associates are not members under the Act.

2.3 Qualifications and Privileges

- a. Subject to the Act, the Policy Statements established by the Board pursuant to Section 6.1 setting out the fees (“Fees”) required to be paid by members may make distinctions between the Fees paid by members based on their age, years of membership, residency, and such other factors approved by the Board from time to time. These Policy Statements also may provide for certain qualifications, privileges or restrictions on the use of the Club by members based on Fees paid, although no such qualifications, privileges or restrictions shall be construed as conditions of membership. These qualifications, privileges, and restrictions may be varied from time to time by the Board.
- b. The Board may establish Policy Statements setting out fees for associates. These fees may vary based on various factors approved by the Board from time to time. The relevant Policy Statements also may provide for certain qualifications, privileges, and restrictions on the use of the Club by associates.

2.4 Nominations for Membership

The Board shall establish Policy Statements from time to time for the introduction, admission and approval of new members as well as the reinstatement to membership of any person who has ceased to be a member of the Corporation. No person shall become a member of the Corporation without the approval of the Board.

2.5 Resignations

- a. The Board shall establish Policy Statements from time to time regarding the resignation of members from membership. Membership in the Corporation shall automatically cease upon the death of the member. Membership in the Corporation may be terminated voluntarily on submission by the member of a written resignation provided such resignation is in accordance with this By-law and all applicable Policy Statements.
- b. The Policy Statements dealing with associates shall include provisions regarding the resignation and removal of associates.

3.0 Suspension or Expulsion of Members and Associates

3.1 Grounds for Suspension or Expulsion

- a. Any member or associate who wilfully infringes the By-laws or Policy Statements of the Corporation, or who is guilty of conduct in or out of the Club which, in the opinion of the Board, is detrimental to the character or interests of the Club shall, upon a vote of two-thirds (2/3) of the Board present at a meeting held for the purpose of addressing the member's or associate's conduct, be liable for suspension from all the privileges of the Club for such period as the Board may determine, or for expulsion from the Club.
- b. The Board may take cognizance of such conduct on the part of the member or associate through the Board's own motion, or through a written complaint filed with the Secretary by any ten (10) members.

3.2 Notice of Suspension or Expulsion

A notice in writing regarding suspension or expulsion of a member or associate shall be sent to the member or associate by registered mail at the member's or associate's last known address setting forth reasonable information including any details of any allegation and the right of the member or associate to present an objection to the Board by appearing in person or by submitting a written statement. The decision of the Board is final.

3.3 Consequences of Suspension or Expulsion

- a. A member or associate who is suspended shall not be entitled to any rights or privileges of the Club during the period of suspension and shall be prohibited from attending at the Club's premises.
- b. An expelled member or associate shall cease to be a member or associate, as applicable, from the date of expulsion. An expelled member shall thereafter have no interest in the Club. No member or associate shall have any right to the return of any Entrance Fee, subscription, obligation, or assessment paid or to any other amount whatsoever other than as explicitly set out in this by law or a relevant Policy Statement. Notwithstanding the foregoing, the Annual Fee for the year of expulsion of an expelled member or associate, except for a member or associate expelled for reasons including non-payment of Fees or other amounts owing, shall be repaid pro rata based on the number of months from the start of the relevant fiscal year of the Club to the effective date of expulsion. Any expelled member or associate shall be liable to pay outstanding Fees and all other debts, subscriptions, obligations and assessments then due to the Club.

- c. Any member or associate who shall be expelled shall thereafter be ineligible to be re-admitted as a member or associate or to be introduced as a guest without the prior approval of the Board upon a vote of two-thirds (2/3) of the Board present at a meeting of Directors, provided that no expelled member or associate may be reinstated unless all debts owed to the Club by the expelled member or associate have been paid in full.

4.0 Meetings of Members

4.1 Annual Meetings

An annual meeting (an "Annual Meeting") is a meeting of the members which shall be called by the Board not later than one hundred and twenty (120) days after the fiscal year end of the Corporation. At each Annual Meeting the report of the Directors, the financial statements and the report of the auditors shall be presented; Directors shall be elected and auditors shall be appointed for the ensuing year; and any other business shall be transacted.

4.2 General Meetings

- a. A general meeting (a "General Meeting") is a meeting of the members which may be called at any time by the Board wherein the members may consider and transact any business, either special or general.
- b. Members may request that the Board call a General Meeting by submitting a written requisition to the Board stating the general nature of the business to be presented at the meeting, which requisition must be signed by not less than 10% of the total number of members in good standing as of the date of the requisition and must be sent to each director and to the Head Office. The Board shall call the requested meeting within twenty one (21) days after receiving the requisition or a date that is not more than sixty (60) days after the date of receipt of the requisition.

4.3 Place of Meetings

The Annual Meeting and any General Meeting (each, a "Meeting") shall be held at the Head Office or elsewhere in Ontario on such day and at such time as the Board shall determine.

4.4 Notice of Annual or General Meeting

- a. Written notice of the date, time, and place of any Meeting at which Directors are to be elected, which shall also, if applicable, include the list of members nominated for election to the Board by the Governance and Nominating Committee of the Board, shall be sent at least forty (40) days prior thereto. Such notice shall, if applicable, advise members that they may nominate additional members for election to the Board in accordance with Section 7.4. A further written notice of such Meeting, which shall also set out items of business to be conducted, shall be sent at least fifteen (15) days prior thereto. Written notice of the date, time, and place of any other Meeting shall be sent at least fifteen (15) days prior thereto.
- b. Notices under paragraph (a) shall be sent by mailing a copy of such notice to each member at her or his last known post office address or by forwarding such notice by electronic means.

4.5 Notices of Motions

Subject to Section 7.4, notices of motions to be brought before all Meetings must be delivered to the Secretary no more than seven (7) days after the date that notice of the Meeting was sent. Failing such notice being given, no such motion may be brought before the Meeting.

4.6 Quorum of Members

A quorum of members at any Meeting shall be the presence in person or by proxy of one hundred (100) members. A quorum of members is necessary for the transaction of business.

4.7 Restrictions on Attendance at Meetings

- a. Any member may attend any Meeting.
- b. No associate is entitled to attend a Meeting but may attend as a guest with the approval of the Chair of the Meeting.

4.8 Adjournment of Annual or General Meetings

The chair ("Chair") of any Meeting may, with the consent of the Meeting and subject to such conditions as the members present decide, adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the members. Any business may be brought before or dealt with at any adjourned Meeting that might have been brought before or dealt with at the original Meeting in accordance with the notice calling the same.

5.0 Voting

5.1 General

Each member of the Corporation shall be entitled to one vote at all Meetings of members but no member who is in default in payment of Fees, dues, assessments, or accounts shall be entitled to vote.

5.2 Proxies

At any Meeting, a proxy duly and sufficiently appointed by a member shall be entitled to exercise the same voting rights that the member appointing her/him would be entitled to exercise if present at the Meeting, subject to any restrictions expressed in the instrument appointing such proxy. All proxies must be registered with the Secretary by 12:00 pm of the day prior to the Meeting.

5.3 Show of Hands or Poll

- a. Every question submitted to any Meeting shall be decided by a majority of votes of the members present in person or by proxy, given by a show of hands unless a poll is demanded by any member. Upon a show of hands, every person present who is entitled to vote shall have one vote.
- b. At any Meeting, unless a poll is demanded, a declaration by the Chair that a resolution has been carried or defeated by a show of hands shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.
- c. The demand for a poll may be withdrawn, but if a poll is demanded and not withdrawn the question shall be decided by the votes of the members present in person or by proxy entitled to vote. Such poll shall be taken in such manner as the Chair shall direct and the Chair shall have the power to appoint scrutineers in that regard. The result of such poll shall be deemed to be the decision of the members upon the matter in question.

6.0 Fees, Assessments, and Accounts

6.1 General

- a. Members shall pay any and all Fees required to be paid by members, which Fees shall include but not be limited to Entrance Fees, Annual Fees and Sports Fees, in such amounts and at such times as are set out in the Policy Statements established by the Board. The Board may in any fiscal year increase any of the Fees by a maximum of fifteen percent (15%) of the amount of the Fees to be increased at the time of such increase. This restriction shall not apply to Entrance Fees. Any increase of any of the Fees shall be effective from such date as the Board shall determine.
- b. The Board may impose special assessments on members when additional funds are required by the Club to meet general operating or non-discretionary capital expenses. Such assessments will be due and payable at the time and in the amounts determined by the Board.
- c. Special assessments arising from or relating to projects that qualify as major changes pursuant to Section 9.2 may only be imposed in accordance with Section 9.2.
- d. Associates shall pay any and all Fees required to be paid by associates in such amounts and at such times as are set out in the Policy Statements established by the Board.

6.2 Non-Payment and Arrears

If the Fees, including the Entrance Fees or any instalment thereof, or the house account, or any other debts or obligations due to the Club by any member or associate, are not paid within thirty (30) days after they become due, the Secretary may forthwith post the name of such member or associate and the amount due in the Clubhouse. If any member or associate continues in default for a further period of thirty (30) days, such member or associate may forthwith be expelled if the Board shall so decide. No member or associate shall be entitled to exercise any membership or associate rights and privileges including, in the case of members, voting at any Meeting, while in arrears by more than thirty (30) days in respect of any payment due to the Club.

6.3 Payment of Accounts

- a. House accounts shall be due on the last day of the month following the month in which they have been incurred.
- b. The Policy Statements governing associates may prescribe that a member must be responsible for the house accounts and accounts for Fees or other dues owed by certain types or classes of associates. In such event, all such accounts shall be rendered to the members who have undertaken to be responsible for the debts of such associates, and the Policy Statements governing the payment of Fees, accounts, and dues shall apply to the member.

7.0 Board of Directors

7.1 Composition of Board

The affairs of the Corporation shall be managed by a Board of Directors (the "Board") consisting of twelve (12) Directors. The authorized number of Directors may be changed from time to time to a number between a maximum of eighteen (18) Directors and a minimum of nine (9) Directors with the approval of two-thirds (2/3) of the votes cast at such a Meeting by the members present, in person or by proxy (a "special resolution").

7.2 Qualifications

Each director must be a member.

7.3 Term of Office

The initial term of office of a Director shall be no longer than three (3) years, or until a successor is elected. A Director's term of office may be extended by the members pursuant to Section 7.5 beyond the initial term in increments of up to two years to a maximum of four (4) additional years.

7.4 Nomination of Members

At least forty five (45) days prior to each Annual Meeting, the Governance and Nominating Committee shall provide a list of members nominated for election to the Board for approval. At least forty (40) days prior to each Annual Meeting, this list of members shall be provided to members in accordance with Section 4.4 (a). In addition, any twelve (12) members of the Corporation may nominate a member or members of the Corporation for election as a Director by submitting to the Secretary at any time up to the date which is twenty-five (25) days before the date of the Annual Meeting, the said nomination, signed by the nominee and all the nominators. The Board shall send out, with the notice of the Annual Meeting, the names of members nominated for election.

7.5 Elections of Directors

At each Annual Meeting, the requisite number of members nominated for election shall be elected to fill the positions of those Directors who have retired or whose term of office has otherwise expired. The election shall be by a majority of voting members who are present at the meeting in person or by proxy. The election may be by a show of hands if the number of Directors nominated is the same as the number of Directors to be elected. If there are more directors nominated than there are Directors to be elected, the election shall be by ballot.

7.6 Vacancies

Where there is a vacancy on the Board, however caused, the remaining Directors may exercise all the powers of the Board so long as a quorum of the Board remains in office. Any such vacancy occurring on the Board may be filled until the next Annual Meeting in accordance with the provisions hereof by the Directors then in office. In the event that there is not a quorum of members on the Board, the Directors then in office shall call a General Meeting to fill the vacancy from amongst members. Any Director elected to fill such vacancy shall hold office until the next Annual Meeting and shall be eligible for re-election at that time.

7.7 Termination of Office

A person ceases to be a Director of the Corporation, if the Director:

- a. becomes bankrupt;
- b. is found by a court to be mentally incompetent or of unsound mind;
- c. ceases to be a member;
- d. is convicted of a criminal offence;
- e. if by notice in writing to the Corporation she/he resigns from office; or
- f. is removed as an officer in accordance with Section 11.5.

7.8 Remuneration of Directors

The Directors of the Corporation shall serve without remuneration and shall not directly or indirectly receive any profit from their position as such, provided that Directors may be reimbursed for reasonable expenses incurred by them in the performance of their duties.

8.0 Meetings of the Board of Directors**8.1 General**

Meetings of the Board may be called by the President or any two Board members at any time.

8.2 Place of Meeting

- a. Meetings of the Board may be held either at the Head Office of the Corporation or at any place within Ontario.
- b. A meeting of the Board may be held by telephone, electronic, or other communication facilities to permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. A Director participating in the meeting by any of these means is deemed to be present at the meeting.
- c. A resolution in writing, signed by all of the Directors entitled to vote on that resolution, is as valid as if it had been passed at a meeting of the Board.

8.3 Notice

- a. The first meeting of the Board may be held immediately following the termination of the Annual Meeting at which the Board is elected. Notice of such meeting is not required to be given to the Directors so elected, provided that a quorum of Directors is present.
- b. The Board may meet at any time without notice if all the Directors are present or if those absent have provided their written consent to such meeting being held.
- c. Notice, including electronic notice, of the meeting of the Board, shall, unless waived, be delivered to each Director not less than twenty-four (24) hours before the meeting is to take place or shall be mailed to each Director not less than two (2) business days before the meeting is to take place.

8.4 Chair

The President shall be the chair of the Board and shall preside at all meetings of the Board and shall act as Chair at all Annual Meetings and General Meetings. In the absence of the President, a Vice-President shall act as chair of the Board or, if there is no Vice-President in attendance, the Board members present at the meeting shall appoint a Director to act as Chair.

8.5 Quorum of Directors

A quorum at any meeting of the Board shall be the presence of two-fifths (2/5) of the authorized number of Directors. A quorum of the Board is necessary for the transaction of business.

8.6 Voting

- a. Questions arising at any meeting of the Board shall be decided by a majority of votes, unless otherwise provided in this by-law or the Act.
- b. At any meeting of the Board, unless a poll is demanded, a declaration by the Chair that a resolution has been carried or carried unanimously or by a particular majority or defeated or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.

9.0 Powers of Directors

9.1 General

- a. The Board shall, subject to the provisions hereof, have the authority and may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation including make rules; adopt courses of action; enter into contracts in the name of the Corporation; and generally conduct the Corporation's management and operations so as to promote the best interests of the Corporation, provided that such acts, things, rules, courses of action, contracts, and conduct are lawful and not contrary to or inconsistent with the Act or by-laws and provided that if any By-law of the Corporation or the Act expressly directs or requires that approval be obtained by the Board at a meeting of members, such prior approval must be obtained.
- b. Subject to the provisions hereof, the Board may from time to time:
 - i. borrow money upon the credit of the Corporation in such amounts and upon such terms as may be deemed necessary;
 - ii. issue bonds, debentures, or other securities of the Corporation for its lawful purposes for such amounts and upon such terms as may be deemed expedient and pledge or sell the same for such sum and at such price as the Directors shall determine; and
 - iii. charge, mortgage, or pledge the real or personal property of the Corporation or both to secure any such bonds, debentures, or other securities or any money borrowed for the purposes of the Corporation. Without in any way derogating from the foregoing but subject to the provisions hereof, the directors are expressly empowered, from time to time, to purchase or otherwise acquire, alienate, sell, exchange, or otherwise dispose of shares, stocks, rights, warrants, options, and other securities and personal property owned by the Corporation, for such consideration and upon such terms and conditions as they may deem advisable.

9.2 Approval of Major Changes

In addition to the requirements of the Act, any proposed action that would involve major change to the Corporation shall be presented at a Meeting of members called to consider such action. In Section 9.2, "major change" means:

- a. the acquisition, lease, or disposition of lands, buildings, and other real property or any right or interest therein;
- b. merger, sale, or closure of the Club;
- c. major discretionary special expenditures that would result in a capital assessment;
- d. the addition or elimination of a material core service or activity; or
- e. any change that involves the cessation of a material core service or activity for a significant period of time. Subject to the Act, any such action shall require the approval of at least sixty percent (60%) of the votes cast at such a meeting by the voting members present, in person, or represented by proxy.

9.3 By-laws

The Directors may any time repeal or amend the by-laws of the Club, save and except for Section 9.2, or enact new by-laws, at any meeting of the Board, but such change or changes in the by-laws shall remain in force only until the sooner of a General Meeting called for the purpose of considering the same and the next Annual Meeting. Any such action shall require the approval of the members by way of special resolution at such a Meeting. If not approved at such meeting, such change or changes shall cease to be in force from the date of such Meeting. No act done prior to the subject Meeting under any such new amended or repealed by-law shall be prejudicially affected by such lack of confirmation.

9.4 Execution of Documents

- a. Deeds, transfers, and licences as well as contracts and agreements that are not in the ordinary course of the Corporation's operations, that are entered into on behalf of the Corporation shall be signed by any two of the President, a Vice-President, the chair of the Finance and Audit Committee and the General Manager. The Secretary shall affix the seal of the Corporation to such documents as required.
- b. Contracts in the ordinary course of the Corporation's operations may be entered into on behalf of the Corporation by the General Manager or by any other person authorized and designated by the General Manager.

9.5 Conflict of Interest

- a. Any Director who is in any way directly or indirectly interested in a proposed contract or a contract with the Corporation shall declare that interest at a meeting of the Directors.
- b. In the case of a proposed contract, the declaration required shall be made at the meeting of the Directors at which the question of entering into the contract is being taken into consideration or, if the Director is not at the date of that meeting interested in the proposed contract, at the next meeting of the Directors held after that Director becomes so interested and, in a case where the Director becomes interested in a contract after it is made, the declaration shall be made at the first meeting of the Directors held after that Director becomes so interested.
- c. A general notice given to the Directors by a Director to the effect that the Director is a shareholder of or otherwise interested in any other company, or is a member of a specified firm and is to be regarded as interested in any contract made with such other company or firm, shall be deemed to be a sufficient declaration of interest in relation to a contract so made, but no such notice is effective unless it is given at a meeting of the Directors or the Director takes reasonable steps to ensure that it is brought up and read at the next meeting of the Directors after it is given.
- d. If a Director has made a declaration of the interest in a proposed contract or contract in compliance with this section and has not voted in respect of the contract, that Director is not accountable to the Corporation or to any of its members or creditors for any profit realized from the contract, and the contract is not voidable by that reason only.
- e. Notwithstanding anything in this section, a Director is not accountable to the Corporation or any of its members or creditors for any profit realized from such contract and the contract is not by reason only of his interest considered voidable if it is confirmed by a majority of the votes cast by voting members at a General Meeting of members called for that purpose and if the Director's interest in the contract is declared in the notice calling the meeting.

9.6 Policy Statements

The Board shall have the power to create, issue, amend, or repeal any rules, regulations, and policies (individually and collectively, the "Policy Statements") that pertain in any way to the Corporation. The Policy Statements may address matters including but not limited to: the composition of Committees; membership (including membership qualifications, nominations, resignations, suspensions, and expulsions); Fees; admission of Guests; and such other items as the Board may deem relevant or necessary in its reasonable discretion. Any such creation, issuance, amendments, or repeal of or to the Policy Statements shall be confirmed by a majority of Directors present at a meeting of the Board duly called for such purpose. Such Policy Statements shall be made available to the members from time to time.

10.0 Protection and Indemnity for Directors, Officers, and Others

10.1 Limitation of Liability

No Director, Officer, or Committee member shall be liable for the acts, receipts, neglects, or defaults of any other Director, Officer, or Committee member of the Corporation or for any loss, damage, or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects of the Corporation shall be lodged or deposited or for any loss, conversion, misapplication, or misappropriation of or any damage resulting from any dealings with any moneys, securities, or other assets belonging to the Corporation or for any other loss, damage, or misfortune whatever which may happen in the execution of the duties of the Director's, Officer's, or Committee member's respective office or in relation thereto unless same shall happen by or through such person's wilful misconduct or gross negligence.

10.2 Indemnity

Every Director, Officer, and committee member of the Corporation, their heirs and personal representatives shall, from time to time and at all times, be indemnified and saved harmless out of the funds of the Corporation from and against the following:

- a. all costs, charges, and expenses whatsoever that such Director, Officer, or committee member sustains or incurs in or about any action, suit, or proceeding that is brought, commenced or prosecuted against the Director, Officer, or Committee member for or in respect of any act, deed, matter or thing whatsoever made, done, or permitted by such person in or about the execution of the duties of such person's office; and
- b. all other costs, charges, and expenses that the Director, Officer, or committee member sustains or incurs in or about or in relation to the affairs of the Corporation, except, in each case, such costs, charges, and expenses as are occasioned by such person's own wilful misconduct or gross negligence.

11.0 Officers

11.1 Appointment of Officers

The Board shall appoint the following Officers of the Corporation:

- a. President: The Board, at its first meeting after the Annual Meeting, shall appoint from among its members a President, who shall be the Chief Executive Officer of the Corporation and may hold office for up to two (2) years or until the first meeting of the Board after the second Annual Meeting following such appointment.
- b. Vice-President: The Board, at its first meeting after the Annual Meeting, may appoint from among its members one or more Vice-Presidents who may hold office for up to two (2) years or until the first meeting of the Board after the second Annual Meeting following such appointment.
- c. General Manager: The Board shall appoint a General Manager who shall be the Chief Operating Officer of the Corporation.
- d. Secretary and Treasurer: The Board shall appoint a Secretary and a Treasurer. The offices of Secretary and Treasurer may, at the discretion of the Board, be held by the same person.
- e. Other Officers: The Board may appoint such other Officers as the Board sees fit, and may prescribe their term, duties and responsibilities.

11.2 Qualification of Officers

Except in the case of the President and any Vice-President(s), no Officer of the Corporation is required to be a Director or member of the Corporation.

11.3 Vacancies

If the office of the President, Vice-President, General Manager, Secretary or Treasurer, shall be or become vacant by reason of death, resignation, disability, disqualification or otherwise, the Board shall or may, as the case may be, elect or appoint an Officer to fill such vacancy.

11.4 Remuneration of Officers

The Board may fix the remuneration, if any, to be paid to Officers of the Corporation who are not Directors.

11.5 Removal of Officers

All Officers, in the absence of an agreement to the contrary, shall be subject to removal by resolution of the Board at any time with or without cause.

12.0 Duties of Officers

12.1 General

Each Officer shall sign such contracts, documents, or instruments in writing as require her/his signature and shall have such other powers and duties as may from time to time be assigned to her/him by the Board.

12.2 President

The President shall, when present, preside as Chair at General Meetings and Annual Meetings of the Corporation and at any meetings of the Board. The President with the Secretary or another Officer appointed by the Board for that purpose, shall sign all by-laws.

12.3 Vice-President

The Vice-President, if any, or if more than one, the Vice-Presidents in order of seniority, shall be vested with all the powers and shall perform all the duties of the President in the absence, inability or refusal to act of the President. In the absence of any Vice-President, the Chair of the Finance and Audit Committee shall fulfil such role.

12.4 General Manager

The General Manager shall be the Chief Operating Officer of the Corporation, shall report to the Board and shall have such responsibilities as are assigned by the Board. The General Manager shall be a non-voting member, ex officio, of the Committees of the Corporation and shall assist in the coordination of the activities of said Committees. In addition, assistance required of the staff of the Corporation by the Committees shall be approved by and coordinated through the General Manager.

12.5 Secretary

The Secretary shall be the custodian of the seal of the Corporation and of all books, papers, records, correspondence, contracts, and other documents belonging to the Corporation and shall keep Minutes of Board and member meetings.

12.6 Treasurer

The Treasurer shall ensure that full and accurate records be kept in proper books of account, that appropriate accounting and internal control policies and procedures are established and maintained, that timely financial reports are prepared, and that investments are maintained in accordance with the investment policy of the Board.

12.7 Assistant Secretary

The Board may appoint one or more Assistant Secretaries as it deems necessary in its own discretion.

13.0 Committees**13.1 Appointment of Committees**

The Board shall appoint such committees (the "Committees") as it deems necessary to assist in carrying on the affairs of the Corporation and may prescribe the duties and responsibilities of any such Committees and delegate to them such business as the Board sees fit. All Committees shall report to the Board unless the Board specifies otherwise. The Committees of the Club shall include a Finance and Audit Committee and a Governance and Nominating Committee, which shall have the following responsibilities:

13.2 Finance and Audit Committee

The Finance and Audit Committee shall be the financial advisory body to the Board, advising on all matters affecting the financial viability of the Corporation. A majority of the members of the Audit Committee must not be officers or employees of the Corporation.

13.3 Governance and Nominating Committee

The Governance and Nominating Committee shall be charged with the duty of seeking members willing to serve on the Board (including as President or Vice-President) and to monitor and evaluate the Corporation's governance structures and policies.

ENACTED by the Board of Directors this 26th day of November, 2012

Per: "John Fauquier" Per: "Cathy Bolla" Chair Secretary

APPROVED this 8th day of January, 2013, by a two-thirds (2/3) Resolution of the voting members present in person or represented by proxy.

Membership Policy Statements

1. These Policy Statements have been established by the Board of Directors of The Badminton and Racquet Club of Toronto (the "Club") pursuant to By-law No. 1 of the Club (the "By-law").
2. Terms defined in the By-law and used in a Policy Statement shall have the meaning given to them in the By-law unless defined in the Policy Statement or unless the context otherwise requires. In the event of an inconsistency between the By-law and any Policy Statement, the provisions of the By-law shall prevail.
3. The By-law provides the Board with the authority to pass Policy Statements from time to time governing various aspects of the governance of, and operations at, the Club. All Policy Statements and any amendments to the same must be approved by the Board or by a Committee of the Board to which the Board has delegated that authority.

Policy Statement on Membership

1. Members are those persons who have been duly elected and have paid the applicable entrance fee as required by the By-law, this Policy Statement and the Policy Statement on Fees.
2. **Nominations for Membership**
 - a. A Proposer, Secunder, and an introduction to a Board member are required for all applicants for membership. Nominations for admission must be accompanied by the material called for in the application form and filed with the Secretary of the membership committee. Proposers and Seconders may obtain the prescribed forms online at www.thebandr.com. Some exceptions apply to the application process, such as in cases of reinstatement.
 - b. Members of the Board may not propose or second a candidate for membership.
 - c. If at the time a nomination comes forward for posting as provided for below, the Proposer or Secunder has ceased to be a member or is not otherwise qualified to oppose or second an application, a new Proposer and/or Secunder, as applicable, must be substituted.
 - d. An applicant's name must be posted for ten (10) days in the Club and in a members' - only section of the Club's website. If a member has an objection regarding a candidate, the member should contact the General Manager before the expiry of the posting period. Upon receipt of an objection the General Manager shall investigate the objection and prepare a report of his/her findings for the Board.
 - e. Following the posting period, the Board must vote on the admission of the applicant. No vote to admit an applicant shall be valid unless at least [a majority of/five] Directors participate[s]. An applicant shall not be admitted if two or more Directors object.

Resignations

- a. No resignation shall be accepted until all fees, dues, and house accounts, and any other debts or obligations to the Club have been paid by the member tendering his or her resignation.
- b. All resignations shall be submitted in writing to the Secretary of the membership committee, who will in turn submit the resignation to the Board. A three-month notice period is required, with the notice period commencing on the first day of the month following the month in which a notice of resignation is received; provided that resignations submitted in September are effective at the end of that month.

Policy Statement on Associates

1. Associates

- a. The Board may from time to time in its discretion create one or more categories of associates. The eligibility requirements for each category of associate shall be prescribed by the Board and may include requirements based on age, background, intended use of Club facilities, and any other requirement or criteria that the Board determines in its discretion.
- b. The Board from time-to-time may prescribe the use of the Club facilities and premises, by one or more categories of associates.
- c. The Club shall maintain and make available to the members a current list of all categories of associates

2. Nominations

- a. All applicants to become an associate must be duly proposed by a member in good standing or as specified below in Section 4 and fulfill such other requirements as may be prescribed from time to time by the Board.
- b. In the case of applications for those under the age of majority, the nomination must be accompanied by a written undertaking of the sponsoring member to be responsible for all debts and obligations to the Club that the associate may incur.
- c. Unless otherwise determined by the Board or specified below in Section 4, an associate belonging to a category that is conditional upon the associate being under a specified age or is otherwise subject to annual renewal shall cease to be an associate on the 30th day of September next succeeding the date of the associate is first admitted, but the associate may be re-admitted without formally reapplying for the next following year or for such additional period as the Board may from time to time determine.

3. Resignations

- a. No resignation shall be accepted until all fees, dues and house accounts, and any other debts or obligations to the Club have been paid by the associate tendering his or her resignation.
- b. All resignations shall be submitted in writing to the Secretary of the membership committee, who will in turn submit the resignation to the Board. A three-month notice period is required, with the notice period commencing on the first day of the month following the month in which a notice of resignation is received; provided that resignations submitted in September are effective at the end of that month.

4. Associate Qualifications

(a) Sports Builder Associate

- i. The B&R's mission statement, strategic plan, Director of Athletics, Professionals, and Sports and Activities Committee of the Club all recognize the need for, and importance of, Sports Builders in specific areas of our sports program in order to fill voids in our membership. Additionally, Sports Builders may enhance the reputation of the Club's sport they play. Sports Builders are interviewed by the relevant Club Professional, Athletic Director, and Sports & Athletic Committee representative and subject to approval by the Sports and Athletic Committee.

Selection is based on one or more qualification parameters:

- Top 10 Provincial Junior and Senior Ranking
- Top 20 National Junior and Senior Ranking
- Experienced professional or coach
- Exceptionally good fit for sections of our program which lack depth
- Skill base (Rating 5 or above)
- Age compatibility with Club members
- Extreme value to the Club in terms of connection to specific sport membership
- Those who qualify are entitled to a Sports Builder membership (no entrance fee, annual Sports Builder Fee applicable).
- Fee year is October 1- September 30 and is based on the semi-annual reviews with the relevant Professional and Athletic Director.
- Accounts must be current at all times
- Use of the Fitness Centre is permitted during non-prime time only
- A Sports Builder is eligible to play other racquet sports (badminton, squash, platform tennis only), as a guest of a member, no more than once a month up to eight times per year.
- Bridge, squash, badminton, and platform Sports Builders are only eligible to play on the tennis courts at the discretion of the Director of Athletics.
- Upon approval, the new Sports Builder is sent a confirmation letter with a list of goals and responsibilities which is created by the Sports Professional and Sports Representative and approved by the Director of Athletics.

Goals and Responsibilities may include one or more of the following:

- To improve the caliber of play within the membership, and to raise the level of participation in the sport.
- To increase membership participation, which allows for more compatibility and interest.
- Playing with members at various playing levels.
- To honour such responsibilities as: coaching clinics, training with leagues, and helping run Club tournaments.
- To assist with junior supervised play periods, parent/child events, weekly round robins, and special events.
- To play the sport at least once a week during their sport's season.

Quota:

Squash	maximum of 8
Badminton	maximum of 8
Platform Tennis	maximum of 8
Bridge	maximum of 1
Tennis	maximum of 1

b. Elite Associate

This membership category offers the Club the opportunity to attract, as an associate, a person who:

- has attained a level of accomplishment in a sport higher than that required of Sports Builder (i.e. have played at a national and or international level); and
- brings name recognition to their sport; and
- has demonstrated that he or she is a great ambassador of the sport.

Those who qualify receive a complimentary membership (no entrance fee and no dues) and must remain a member in good standing in order to retain their membership status.

- i. A decision to designate a person as an Elite associate must be made by the Sports & Activities Committee and approved by the Board. Unlike Sports Builders, Elite associates are not required to fulfill goals and responsibilities.
- ii. Approval of a nomination shall last until the end of the Club's fiscal year.
- iii. Elite associates shall be assessed by the Sports & Activities Committee prior to the end of the Club's fiscal year to determine if the associate continues to meet the criteria set out in the clause. A decision to extend Elite associate status for a further year requires Board approval upon the recommendation of the Sports & Activities Committee.

Elite Family 1

Elite Family 1 has a combination of one or more of the following:

- i. spouse or children that would enhance the Club's racquet program reputation and add to its pursuit of racquet excellence,
- ii. the elite member possesses a career accomplishment that warrants their immediate family a complimentary membership;
 - Those who qualify for this category are entitled to receive complimentary memberships (no entrance fee and no dues)
 - Elite Family 1 must remain a member in good standing in order to retain their privileges.
 - Children in this category are required to start paying an entrance fee and dues at the age of 30, if they choose to continue their membership at the Club.
 - These memberships are reviewed annually but can be terminated if recommended by Director of Athletics and approved by the Sports and Activities Committee.

Elite Family 2

Elite Family 2 (spouse and children if applicable) will receive a membership for their personal use only and their status is subject to the continued membership of the Elite member.

- Those who qualify will receive a special membership (no entrance fee but regular dues applicable) based on the recommendation of the Sports & Athletic Committee.
- Elite Family 2 associates must remain a member in good standing in order to retain their privileges.
- These memberships are reviewed annually, but can be terminated if recommended by Director of Athletics and approved by the Sports and Activities Committee.

c. Junior & Intermediate Associates

In order to qualify for these categories, a person must be of a certain age, as determined by the Membership & Communications Committee from time to time.

d. Summer Student

A full-time student enrolled in a post-secondary educational institution who wishes to utilize the Club's facilities during the summer months from May to September may qualify as a Summer Student Associate upon proof of enrollment. Applicants must be nominated by an immediate family member who is a parent, sibling, or grandparent of the applicant. Sponsoring member guarantees payment of applicants account if delinquent for more than 30 days. Summer students will have full access to the Club's facilities but no guest privileges during this time. Summer student memberships are not eligible towards legacy credits.

e. Introductory Associates

- i. An Introductory associate is permitted to use the Club on a trial basis for a fixed term as determined by the Board from time to time before becoming a member
- ii. Applicants for this category must be proposed and seconded by a member or another Introductory associate, in accordance with procedures determined by the Board from time to time.
- iii. If, prior to or at the end of associate's term, the associate elects to become a full member, he or she may do so upon payment of the applicable fees without having to undertake a new application process.

f. Affiliate Club Associates

A member of a club that is affiliated with the B&R and who is temporarily resident in the Toronto area may apply to use the Club's facilities on a monthly basis for a period not to exceed 12 months, upon payment of the required fees, delivery of confirmation from the applicant's home club that the applicant is a member in good standing and completion of any other application requirements that the Club may apply from time to time.

g. Dignitary Associates

- i. This category is designed for a person who:
 - Is an ambassador, consul general or trade commissioner representing a country other than Canada that has been designated by the Club for this purpose;
 - Is stationed in Canada for a period not exceeding three years; and
 - Wishes to use the Club's facilities while stationed in Canada.
- ii. Association shall cease to exist if the Club ceases to designate the country that the associate represents.

Policy Statement on Fees

1. **Fee Schedules**
 - a. Prior to the commencement of each fiscal year of the Club, the Board of Directors shall approve a fee schedules (“Fee Schedules”) setting out all Fees (entrance, annual, activity, usage, or otherwise), charges and other amounts payable by members or associates for that year.
 - b. The Fee Schedules shall be sent or otherwise made available to all members.

2. **Discounts**
 - a. The By-Law provides that the Board may make distinctions between the Fees paid by members based on their age, years of membership, residency, and such other factors approved by the Board from time to time. The Board may also provide for certain qualifications, privileges or restrictions on the use of the Club by members based on Fees paid, although no such qualifications, privileges or restrictions shall be construed as conditions of membership. These qualifications, privileges and restrictions may be varied from time to time by the Board.
 - b. The By-Law also provides that the Board may establish a Policy Statement setting out fees for associates and that these fees may vary based on various factors approved by the Board from time to time. The Policy Statement also may provide for certain qualifications, privileges, and restrictions on the use of the Club by associates.
 - c. The Fee Schedule shall set out all applicable categories of discounts for members and the applicable qualifications, privileges, and restrictions for each category. The Fee Schedule shall also set out all qualifications, privileges, and restrictions on the use of the Club by associates.
 - d. All applications by members for fee discounts shall be directed in writing to the Secretary of the Membership and Communications Committee (Director of Membership). Multiple Discounts may apply.
 - e. Types of member Discounts:
 - (i) **Spousal Discount** - If two persons are spouses of each other or are in a Common Law relationship together and are both members they shall be entitled to a spousal discount as prescribed in the Fee Schedule, provided that both members shall be jointly and severally liable for the Fees payable by both of them.
Common Law Status Definition:
 - shelter – did you and your partner live together;
 - sexual and personal behaviour;
 - services – did you and your partner help each other the way a traditional family would;
 - social – did you and your partner portray yourselves as a couple;
 - societal – how did the community view your relationship;
 - economic support – was one partner support the other financially, or were your finances combined; and
 - children – did you interact parentally?

- ii. **Life Exemption** - Members who have been duly elected and have paid the Life membership fee as prescribed by the Board shall be exempt from all annual Fees and assessments.
- iii. **Honorary Member Discount** - The Board upon unanimous approval, may approve any member to receive an honorary membership for life. The election of a member as an Honorary member should be an extraordinary event reserved for those members who have made an outstanding or significant contribution to the Club on a sports and/or other club activity basis and presents an exceptional fit at the Club.
The process for nomination:
 - a. The nomination of an Honorary member must be signed by a significant number of Club members (i.e. 5% of voting members).
 - b. The nomination must be supported in writing demonstrating how in the opinion of those nominating the candidate, that he/she has contributed such outstanding service to the Club, and why in their opinion, feel that this individual deserves this type of status for life.
 - c. The nomination and supporting documentation must be submitted in advance of a board meeting for consideration.
 - d. Those who qualify will receive a complimentary membership and must remain a member in good standing in order to retain their status.
 - e. Those who qualify receive the opportunity to join their spouse/children with no entrance fee or dues with the exception of their children who are required to pay an entrance fee and dues starting at the age of 30 in order to maintain a membership at the Club (at the discretion of the Board whether legacy program would be offered to an individual).
- vi. **Fifty Year Member Discount** - A member in good standing for a total of fifty continuous years and who has attained the age of seventy may be entitled, upon approval by the Board, to a Fifty Year Discount as follows:
 - a. Members first entitled to the discount prior to calendar year 1995 (so-called "Life 1 membership") shall pay no Annual Fee.
 - b. Members first entitled to the discount in 1995 or 1996 (so-called Life 2 members) shall be entitled to a 75% discount of the Annual Fee payable by members for the applicable year.
 - c. Members elected in year 1997 and thereafter shall:
 - i. if they are under the age of 80 years (so-called Life 3 or 5 members), be entitled to a 50% discount of the Annual Fee payable by members for the applicable year; and
 - ii. If they are 80 years or older, (so-called Life 2 or 4 members) be entitled to a 75% discount of the Annual Fee payable by / members for the applicable year.

Members entitled to the fifty year discount after 1996 are not exempt from special assessments on members. A person who is granted a fifty year member discount and then resigns shall be immediately eligible for such discount if the person is readmitted as a member.

- v. **Non-Resident member Discount** - Members whose primary location of residence and place of employment is located further than 100 km from the Clubhouse may be entitled to a non-resident discount. This is intended only for members who will be living away from the immediate Toronto area either permanently, or temporarily for a period of minimum one year, and with limited access to the Club facilities up to 18 days per year. Non-Resident members can access the athletic areas up to 8 times per year and pay the guest fee.
- vi. **Discount for Full Time Students** - The Board may grant a non-resident discount to any member or associate who is enrolled in full-time studies at a college or university located more than 70 km from City Hall.
- vii. **Associate Credit for Membership Entrance Fee** - An associate enrolled in a program of full-time study may continue to accumulate credits towards the associate's membership entrance fee. Proof of enrollment is required.

3. Instalment Fees

- a. The Board may from time to time permit members to pay Entrance Fees by instalments. Any such instalment arrangements in effect from time to time shall be set out in the Fee Schedule.
- b. If a member:
 - i. defaults on the payment of an Entrance Fee instalment, or
 - ii. tenders her or his resignation or for any other reason ceases to be a member before having paid all instalments of the Entrance Fee, then the member shall cease to be a member, and
 - iii. if the member is age thirty-three (33) or older, the unpaid balance of the Entrance Fee shall forthwith become due and payable as a debt owed to the Club, and
 - iv. if the member is under age thirty-three (33), the member may elect to either (1) complete a payment plan prescribed by the Board to qualify for the "Welcome Back Former member Program" or (2) not pay the unpaid balance of the entrance fee, in which event payment of the full entrance fee then in effect would be required if the member were to apply to rejoin the Club in the future.

4. Sports Fee

- a. Except as set forth in the guest rules, below, all resident Members and Associates 18 years of age and over wishing to have full sports privileges must pay the annual Sports Fee as approved by the Membership. The Sports Fee is an annual commitment and there are no cancellations during the year whether the fee is paid annually or monthly.
- b. The Sports Fee covers badminton, the Fitness Centre, paddle tennis, squash, and tennis.
- c. The Sports Fee does not cover Pro Fees (for lessons, clinics, leagues, events, and personal training) or fitness classes. Members and Associates who participate only in group exercise classes are not required to pay the Sports Fee.

- d. Juniors are not required to pay the Sports Fee for access to the facilities.
- e. Non-Resident Associates are not eligible to utilize the Sports Fee option. Non-Resident Associates are restricted to using the Club's courts a maximum of eight times throughout the year and must pay a guest fee.
- f. A Member or Associate of the Club who has elected not to pay a Sports Fee may play as a guest up to four times in the summer season and four times in the winter season for each racquet sport.

Policy Statement on Guests

- a. A member or associate may introduce one or more Guests to the Club. The member or associate shall be responsible for any debt such guest may incur and for any damage done by the guest to Club property. Guests shall have such privileges only as are specifically allowed to them by the guest Regulations.
- b. The Board may adopt regulations ("Guest Regulations") regulating the use of the Club by Guests. The Guest Regulations may restrict the number of Guests that may be introduced at one time by a member or associate, the number of times in a given period that a guest may be introduced, and the use of the Club's facilities that a Guest may enjoy. A member or associate introducing a guest should accompany the guest at all times when the guest is in the Club's premises.
- c. The Board may make reciprocal arrangements with other Clubs located outside of Metropolitan Toronto, whether in Canada or elsewhere, for the occasional use of the respective club's facilities by each other's members.
- d. A member or associate may, with approval by the General Manager, introduce a guest who is normally a resident outside of Ontario for use of the Club's facilities for any period up to two weeks. Guests under this provision are given same day court privileges by calling the Pro Shop and paying a guest fee as set by the Club. The member or associate introducing the guest shall pay a weekly fee of \$80 and shall be responsible to pay to the Club any debt or obligation to the Club incurred by the guest. The guest may not be introduced for this two-week period more than once a year. Requests for exceptions may be sent to Management in writing.

Club Rules and Regulations

The Club's House and Sports Rules are set by the Board of Directors, based on the input received from the standing committees, which are Finance & Audit, Membership & Communications, Special Events, Arts & Dining, and the Sports & Activities Committee. On behalf of the Board, Club staff are required to enforce these rules. Should a member or associate have any concerns pertaining to these rules, their interpretation or enforcement, they should be directed to the Board via the Main Office.

Privacy

The Badminton and Racquet Club of Toronto is committed to protecting the privacy of its members and associates.

The personal information collected through applications, surveys, and other forms of questionnaires shall be used strictly for internal use and for Club purposes only, and shall not be divulged to non-members of the Club, nor be made available to a third party for any purposes whatsoever. The Club does not sell, lease, rent, or barter its membership list.

The Badminton and Racquet Club of Toronto is responsible and accountable for the personal information under its control and observes relevant laws in this regard.

House Rules

1.0 General

1.1 Hours of Operation

Unless otherwise directed by the Board, the Club shall normally open Monday - Friday at 5:30 am and close at 12:00 midnight, Saturdays from 5:30 am and close at 10:30 pm, and on Sundays and statutory holidays when it will open at 6:00 am and close at 9:00 pm. On Sundays and holidays, members and associates may use the Fitness Centre and courts until 9:00 pm; however, there will be no service provided after 8:00 pm on these days. The only exceptions to these rules are: Christmas Day when the Club is closed all day and Christmas Eve, Boxing Day, New Year's Eve, and New Year's Day when the Club is closed at 3:00 pm. Any deviation from these rules shall be communicated to the membership in advance.

The Hours of Operation of the Club's food and beverage services are set by the Club and will be communicated on the Club's website and from time to time in *the Racquet*.

1.2 Use of Electronic Devices

- a. Until the east side is completed, members and associates are permitted to work on electronic devices such as laptops, tablets, and cell phones in the Courtside Lounge, if these devices are silenced or headphones are used. Members and associates working on electronic devices in the Courtside are asked to remember the social nature of the Club, and as such may be asked to vacate their table if other members and associates are waiting for a table for dining purposes.
- b. Cell phone conversations are permitted only in lounge areas in front of the singles squash courts on the first floor of the Club or on the second floor overlooking the tennis courts. Cell phone conversations are not permitted in any other area of the Club.

- c. Until the Business Centre is completed, members and associates may have brief meetings regarding Club business in the Courtside Lounge, and are permitted the use electronic devices for these meetings. Outside business meetings must be held off-site until the east side is completed.
- d. Use of cameras of any device having photographic or other video properties is strictly prohibited in all locker room areas.
- e. Electronic devices may be used in the Fitness Centre to facilitate exercise (i.e. music or exercise app). Please keep these devices on mute or use headphones so as not to disturb others. No cell phone conversations are permitted in the Fitness Centre.

1.3 Big Screen TV Policy

- a. Requests for equipment must be submitted to the Food & Beverage Manager and a decision will be based on the suitability of the event, potential F&B opportunity and membership participation. A consultation with the Board may be required.
- b. Criteria for accepting requests will consider time and day of the week along with potential conflicts with other events requiring access to the Courtside Lounge
- c. Details of upcoming events will be posted monthly.
- d. Events that will be broadcasted on the big screen will generally be reserved for major television events. Regular season sporting events generally will not qualify.
- e. From time to time, there might be situations that warrant an immediate decision that may have not been planned in advance. such requests can be directed to the Food and Beverage Manager or Manager on Duty.

1.4 Property

- a. The Club is not liable for any loss or damage to any property belonging to members, associates, or their guests, which may occur when such property is used or left upon premises owned, occupied, or leased by the Club.
- b. Members and associates are discouraged from leaving their property in the care and custody of Club staff and are further advised that, in such instances as they do so, the provisions of Rule 1.4 (a) apply.
- c. Any member or associate damaging, defacing, or destroying Club property, including, but not limited to, magazines, newspapers, periodicals, furniture, and fixtures, shall be personally liable for the costs of repairing or replacing same, and shall render himself/herself liable to suspension or expulsion in accordance with By-Law No. 1.

1.5 Personal Injury

The Club accepts no responsibility for any accident or injury, which may occur on Club owned or rented property, no matter how caused.

1.6 Pets

Dogs or other pets are not allowed on Club premises with the exception of animals working on behalf of individuals with disabilities. Furthermore, dogs or other pets are not permitted to be left unattended in parked cars while on Club premises.

1.7 Advertising & Soliciting

No outside advertisement, subscription, promotion, or announcement, unless authorized by the Board or Management, shall be posted on the Club's notice boards, newsletter, or website. Advertising is for Club activities, programs, and events only. No Club or staff member is permitted to solicit another club or staff member for any reason including charitable contributions.

1.8 Cancellation Policies

- a. 48-Hour Event Cancellation Policy – members and associates will be charged for any event if not cancelled at least 48-hours prior to the event.
- b. Two-week Special Events, Bus & Theatre Trips Cancellation Policy – members and associates will be charged for any trips if not cancelled at least two weeks prior to the event.
- c. Kidz Korner 24 Hour Advanced Bookings – only applies to reserved times.
- d. Catering Events/Functions – as per contractual agreement.

1.9 Support Persons

- a. Members, associates, or guests with a disability are permitted to be accompanied by a support person while at the Club. If attending a social event, the support person will only be charged for food & beverage consumption only.
- b. Members and associates will be required to have their caregivers/nannies registered with the membership Office.

1.10 Staff may not be sent off Club premises on personal errands for members and associates.

2.0 Parking

- 2.1 Due to the construction on the property, cars are not permitted to park in the laneway or anywhere outdoors on Club property.
- 2.2 Members, associates, and guests are permitted to use the Manulife underground parking garage after 6:00 pm on weeknights, and during Club hours on weekends & holidays.
- 2.3 Members, associates, and guests are not permitted to use the Manulife underground parking lot while not on Club premises.
- 2.4 Members, associates, and guests may not take up two parking spaces in the underground parking.
- 2.5 Members, associates, and guests are forbidden to leave their cars overnight in the underground parking garage. Unauthorized cars will be towed away at the owner's expense. A \$50 administration fee will be charged to member and associates' account any time they park in an unauthorized spot or overnight in the Manulife underground parking garage.
- 2.6 Members and associates are reminded that, pursuant to Rule 1.4 (a) and (b), the Club is not responsible for damage caused to vehicles owned or leased by members, associates, their guests or other visitors to the Club, no matter how caused.
- 2.7 Any abuse of the above rules will result in a \$50 administration fee on the third warning.
- 2.8 Members, associates, and guests are asked not to block traffic on St. Clair waiting to enter the laneway to the Club. Cars exiting the Club should reverse down the laneway to make way for the cars entering the laneway.
- 2.9 All members are to provide proof of parking offsite at a Green P which will be validated by the Club before reimbursement is authorized upto maximum of \$7 per day. Reimbursement amount is subject to change and at the discretion of the Board of Directors. Members are reminded that the Club only reimburses receipts that show parking within 30 days of parking proof submission. Members are required to sign in and out at the B&R reception desk. Offsite parking is only eligible before 6:00 pm Monday - Friday.

3.0 Smoking, Food & Beverage, Smart Serve, and Cannabis Usage

Any member, associate, or guest who violates these rules shall be personally liable to the Club for any penalty, fine, expenses, damage, or loss which the Club may incur by reason of such breach and shall render themselves liable to suspension or expulsion.

3.1 Smoking, Electronic Cigarettes & Vaping

Smoking, vaping, use of electronic cigarettes, or holding lighted tobacco is prohibited throughout the Clubhouse and in any enclosed space on the Club premises, including outdoor spaces. Members, associates, or guests may only smoke, use electronic cigarettes, or vape at the designated outdoor smoking area and are encouraged to use the ashtrays provided.

3.2 Alcoholic Beverages & Illegal Substances

Members, associates, and guests are not permitted to bring, distribute, store, or sell any alcoholic beverages or illegal substances on Club property with the exception of wine under the restrictions of the Bring-Your-Own-Wine (BYOW) legislation which is to be consumed only in food and beverage licensed areas. A corkage fee will apply.

No spirituous liquor, including wine or beer, shall be consumed on Club premises by any members, associate, or guest except such liquor as is lawfully purchased from the Club in accordance with the provisions of the *Liquor Licence Act of Ontario*.

3.3 Cannabis Usage

Medically-prescribed marijuana ("medical marijuana") will be treated in the same way as all other prescribed medications, but with the understanding that its use may result in impairment of judgement, physical ability, and coordination, with a consequent effect on an individual's safety. Members, associates, or guests must be able to present a current prescription or license from a licensed physician and can only use medical marijuana in the designated outdoor smoking area and will be subject to the same rules as tobacco smoking and electronic cigarette use. If a further accommodation is required, members, associates, and guests are encouraged to speak to the Chief Operating Officer.

Members, associates, and guests are not permitted to sell or share their medication, including medical marijuana, with any other member, associate, employee, or guest, even those who may have a similar prescription. Members, associates, and guests are reminded that although recreational marijuana is legal, they are not permitted to use recreational marijuana in any public place or motorized vehicle; therefore, members, associates, and guests will not be permitted to use recreational marijuana on Club premises, including motorized vehicles.

3.4 Food

No food may be brought into the Club with the exception of junior camps.

4.0 Code of Conduct

General Statement - The Badminton and Racquet Club of Toronto (the "Club") has developed the following Code of Conduct Policy on Abuse, Bullying, Discrimination, Harassment, Sexual Harassment, Sexual Violence and Violence for members to provide a fair and equitable environment in which everyone is treated with respect and dignity.

Discrimination, Harassment, Sexual Harassment and Sexual Violence are recognized as violations of the Human Rights Code.

It is the policy of the Club to comply with all provincial, municipal, and human rights legislation. Members whose conduct does not comply with the Club's rules, regulations including this Code of Conduct (collectively "Club Policies") may be subject to suspension of member privileges and expulsion in accordance with By-Law No.1, Section 3.0, Suspension or Expulsion of members. The Club will not permit, condone, or tolerate incidents of abuse, bullying, discrimination, harassment, sexual harassment, sexual violence, or violence of any kind, and members are prohibited from engaging in such conduct.

All members, upon admission into the Club, are deemed to have agreed to be bound by the Club's Policies as a condition of their membership. Members are required to comply with Club Policies. Members shall also ensure that their guests comply with Club Policies. Management and/or the Board of Directors are to take appropriate steps in the event of a contravention by a member or guest of Club Policies.

Scope - Members and guests of the Badminton and Racquet Club of Toronto. Employees of the Club will refer to the Employee Code of Conduct Policy pertaining to harassment, sexual harassment, sexual violence, violence, abuse, bullying, and discrimination.

Definitions:

For purposes of this policy, unless otherwise stated, the following definitions shall apply:

- a. **"Club"** means The Badminton and Racquet Club of Toronto.
- b. **"Governance Committee"** includes; President, Vice-President, Chairs of the Finance & Audit Committee, Membership & Communications Committee, Special Events, Arts, and Dining Committee, and Sports & Activities Committee.
- c. **"Harassment"** under the Ontario Human Rights Code is defined as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome." "Sexual Harassment" can include, but is not limited to:
 - i. Unwanted touching, patting, rubbing, hugging, kissing or pinching;
 - ii. Verbal threats or abuse;
 - iii. Demands for sexual favours;
 - iv. Sexually degrading words used to describe an individual;
 - v. Demands for dates;
 - vi. Display of sexually offensive pictures; or
 - vii. Verbal or written conduct that includes making, using or writing sexual or gender-based comments, epithets, slurs, or jokes.

- d. **“Racial/Ethnic Harassment”** can include but is not limited to:
 - i. Unwelcome remarks, jokes or innuendos about a person’s racial or ethnic origin, colour, place of birth, citizenship, or ancestry.
 - ii. Refusing to speak to or work with someone or treating someone differently because of their ethnic or racial background.
- e. **“Discrimination”** under the Human Rights Code states that, "every person is free and equal in dignity and rights without regard to citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, gender expression, receipt of public assistance (in housing), and record of offences".
- f. **“Violence”**:
 - i. the exercise of physical force or attempt to exercise physical force against another person(s) that causes or could cause physical injury to a person(s), including sexual violence; or
 - ii. a statement or behaviour that is reasonable for a person(s) to interpret as a threat to exercise physical force against the person(s), that could cause physical injury to the person(s), including sexual in nature.
- g. **“Bullying”** use of superior strength or influence to intimidate a person(s), typically to force them to do what one wants. Usually occurs over a long period of time.
- h. **“Physical Abuse”** is defined as, but is not limited to, the use of force that is likely to result in physical harm or injury to an individual and can include bite marks, fractures, hitting, etc.
- i. **“Sexual Abuse”** is defined as behaviour of a sexual nature without consent, or with or without consent where minors or person incapable of providing consent are involved, even if initiated by the minor or person unable to provide consent. It includes any act or interaction whether it involves genital or physical contact, molestation, sexual exposure, or sexual exploitation.
- j. **“Emotional Abuse”** is defined as, but is not limited to, a course of conduct that is likely to demean, belittle, or emotionally harm another individual.
- k. **“Verbal Abuse”** is defined as, but is not limited to, humiliating remarks, name calling, swearing at, taunting, teasing, and continual put downs.
- l. **“Psychological Abuse”** is defined as, but is not limited to, communication, whether written or verbal, of an abusive nature, sarcasm, exploitive behaviour, intimidation, manipulation, and sensitivity to race, sexual preference, or family dynamics.

Policy Guidelines

- a. **General Code of Conduct**
 - i. Members and guests should treat other members, guests, and employees with courtesy and respect at all times. The Club will not condone any behaviour unbecoming of a member; therefore, members of the Club, their guests, and all other persons, using the Club premises and facilities shall conduct themselves at all times in a manner consistent with the character or interests of the Club.
 - ii. Members shall not be disruptive to other members.
 - iii. Members shall at all times act in a manner in compliance with the rules and regulations of the Club and all governmental legislation, including Human Rights legislation.
 - iv. Members are required to maintain an appropriate professional relationship with employees and management. Members are to avoid entering into romantic or intimate relationships with any employee of the Club.
 - v. Members do not have the authority to instruct employees on duties or job performance or to discipline employees of the Club.

- vi. The conduct of an employee or member shall not be made the subject of personal reprimand by a member or their guest. The Club encourages open and respectful dialogue about the Club and its operations. Comments, suggestions, and complaints regarding the Club's betterment, its members and employees are welcome; however, the Club requests that members refrain from making (whether verbally or in writing) any unprofessional, inflammatory, or disparaging remarks about the Club, its members, guests, or employees. Complaints or disputes arising from the interpretation, application, and enforcement of the house and sports rules shall be communicated, in writing, to management and/or the Board of Directors.
- vii. Members or guests are not permitted to bring alcoholic beverages, (unless under the Bring Your Own Wine Program) or illegal substances onto Club property.
- viii. Members are expected to ensure that their guests are informed of, and instructed, to abide by Club Policies prior to visiting the Club and govern themselves accordingly during their visit.

b. Smart Serve Policy

- i. The Club's bartending, catering, and service staff have "Smart Serve" training. This mandatory program is designed to promote responsible alcohol beverage service and covers a wide-variety of related issues. Staff are trained to recognize signs of intoxication. In the event that a member is denied service, they are required to abide by the staff decision understanding that the staff and the Club are governed by strict legal guidelines. Members who dispute a staff decision will be asked to leave the Club at that time. The Club encourages responsible drinking and designated driving for onsite or offsite Club related events or dining and will gladly help arrange for a taxi.

c. Harassment, Sexual Harassment, Violence, Sexual Violence, Abuse, and Discrimination

- i. Members, guests, and employees have the right to enjoy an atmosphere free of harassment, sexual harassment, violence, sexual violence, abuse, and discrimination whether implied or perceived.
- ii. There could be circumstances in which a single incident of inappropriate behaviour may be substantial enough to constitute harassment by creating a "poisoned environment". Even if the comments or conduct are not directed at any one person, someone may still experience a poisoned environment. It is important to remember that it is the perception of the receiver that determines whether the potentially offensive communication or conduct is acceptable or not, be it spoken, gestural, pictorial, or some other form of communication which may be deemed objectionable or unwelcome. It is always best to err on the side of caution.
- iii. Members, guests, and employees may report any act of harassment, abuse or intimidation to the Chief Operating Officer, Human Resources, and/or the Board of Directors, at which time, the Club will institute an investigation in accordance with this code of conduct. Furthermore, employees or members will not be reprimanded for reporting, unless found guilty of the accusation or falsifying information. Management is committed to investigating reports of misconduct and documenting such incidents in a timely, objective, and confidential manner.

d. Whistleblower Process

A member or employee, acting in good faith, and on the basis of reasonable belief, who has knowledge or a concern that a breach of Club Policies (misconduct) or any of the following has occurred, or is likely to occur, should report (a “complaint”) such misconduct immediately to:

Steps:

1. Chief Operating Officer;
2. Human Resources;
3. President;
4. Vice-President; or
5. Current Board member;

If the complaint is against one of the above individuals, members, guests or employees may report the incident to any of the others listed above.

Investigation Process:

- a. Complaints may be resolved informally depending on the severity of the action. More formal procedures may be warranted, in which case, an investigation into the claim shall be conducted.

General Steps for Investigation:

1. Gather evidence
2. Interview
3. Document
4. Assess evidence
5. Report
6. Recommend Corrective Action

Behaviour Unbecoming a Member and/or their guest(s) Includes, but is not Limited to:

- a. Malicious or harmful statements about others;
- b. Public disclosure or solicitation of another’s private information;
- c. Possession of dangerous, illegal, or unauthorized materials;
- d. Solicitation, purchase, or selling of illegal substances or other unauthorized materials;
- e. Discriminatory, derogatory, inflammatory, degrading, or unprofessional remarks or gestures;
- f. Harassment and/or sexual harassment;
- g. Sexual violence or violence;
- h. Inappropriate relationships with employees; and
- i. Excessive drinking.

Violations:

- a. The Chief Operating Officer reserves the right to suspend a member or guest from accessing services as a consequence of violating this policy until an investigation is complete. Furthermore, a member in violation of this policy may face expulsion from the Club premises, suspension of rights and privileges, or legal action as sanctioned by the Board of Directors or third-parties as required. All fees and finance charges will continue to accrue to the account of any member suspended from the Club during the period of suspension.
- b. Recommended Disciplinary Process (depending on severity of the incident):
 - i. Chief Operating Officer determines what action is required i.e. verbal warning, written warning, suspension or expulsion.

- ii. Chief Operating Officer determines if the action needs to escalate to the President and Vice-President who will determine if the Governance Committee needs to be involved.
- iii. Chief Operating Officer can, where warranted, suspend member privileges until the Governance Committee is able to meet.
- iv. If the Governance Committee becomes involved, a report will be submitted to the Board of Directors. The report may include recommendations.
- v. All violations deemed unlawful by the Chief Operating Officer must be reported to the Governance Committee and the Board of Directors.
- vi. Normal disciplinary action process will include:
 - a. Verbal warning
 - b. Written warning
 - c. 2nd written warning with suspension
 - d. Expulsion

All investigations and disciplinary actions taken must be documented.

Confidentiality will be taken seriously. Only those parties needing to be involved will be privy to the information, subject of a complaint or investigation.

5.0 Changes to House Rules

- 5.1 The House Rules have been established by the various committees and approved by the Board of Directors. They are subject to review from time to time and may be amended or repealed as may be determined by the Board. Revisions will be posted on Club notice boards and website.

Guests

6.0 General

- 6.1 Members and associates may introduce one or more guests to use the social facilities of the Club by entering their names in the Visitors' Book. The same guest including non-member spouses can't be guests of the Club more than eight times per year.
- 6.2 Members and associates introducing a guest to the Club are responsible for the conduct of the guest while on Club property any damages which may be caused by the guest to Club property and any debt such guest incurs.
- 6.3 By special arrangement with the COO, members and associates may introduce someone normally a resident outside of Ontario to the privileges of the Club for a period of not more than two weeks once every six months. The guest privileges and rates are explained in the Guest Policy Statement (page 26). The Board of Directors may, at its discretion, grant privileges beyond those outlined above.

7.0 Athletics

- 7.1 A member or associate may bring two different guests in any one-month or three guests at the same time to complete a doubles booking consisting of the member or associate and the three guests. The same guest is permitted to use the racquet facilities up to four times in the summer season and four times in the winter season.

Members booking a court with guests shall:

- a. enter the name of each guest on the on-line booking system, or provide the name to the Pro Shop;
- b. the Director of Athletics will monitor all guest usage for potential abuse.

Guest Rules apply to members and associates of the Club.

- a. The sports seasons that apply to the Guest Rules are as follows:
 - i. Summer — May tennis courts opening through September closing.
 - ii. Winter — October tennis courts opening through April closing.
 - b. A guest registration to any sports facility is considered as one visit.
 - c. Junior guests are only permitted to participate in Holiday and Summer Camps. Registrations for guests are accepted two weeks after the initial opening registration date.
- 7.2 Guests are not permitted to participate in Club tournaments, lessons, clinics, round robins, etc.
- 7.3 Guest may use the Fitness Centre however a member may only have up to two different guests in a month. The same guest cannot use the Club more than eight times a year. All members must register guests with the Fitness Centre at least 24 hours in advance and must sign in at the fitness desk upon arrival.

- 7.4 All Non-Sports Fee participants age 22 and up are permitted to access the Fitness Centre as a guest a maximum of eight times per year.
- 7.5 The sponsoring member or associate must ensure that guests conform to dress, footwear, and eyeguard rules.
- 7.6 The Club reserves the right to adjust Guest Fees from time to time:
 - a. The guest fee for all sports except tennis is \$15 / guest, up to \$30 / court.
 - b. The guest fee for the Fitness Centre is \$15 / guest.
 - c. The guest fee for tennis is \$25 / guest, up to \$50 / court.
 - d. The non-sports fee paying members' fee to use the Fitness Centre is \$10. Such members may use the Fitness Centre no more than eight times a year.
- 7.7 Family of members and guests may use the Club's Sports Therapy and Wellness Centre onced opened, with the discretion of the Wellness Manager and a moderate surcharge. Guests may have booking privileges eight times a year during non-peak hours, or within 24 hours for peak times.
- 7.8 Any requests for exception to these rules must be made in writing to Management.

Attire

8.0 Social Areas

- 8.1 The dress code for Courtside Lounge is neat casual clothing, including jeans, workout wear, and tennis whites. Members, associates, and guests are asked to remember the Club's traditions and standards when interpreting this code. Torn or frayed jeans, inappropriate or revealing workout gear, and excessively sweaty whites do not fit the spirit of this rule.
- 8.2 Members and associates are encouraged to wear cover-up sweats when not in the Fitness Centre unless they are wearing court whites.

9.0 Athletic Areas

- 9.1 All players using any of the courts must be dressed in white, except for platform tennis. This rule extends to warm-up suits and clothing accessories. A small amount of coloured trim (10%) is permissible with one logo not to exceed 7.5 cm by 12.5 cm, with the exception of our Club logo, which can be larger. Advertisements or corporate logos on t-shirts or court clothing exceeding the required dimensions are not acceptable. Non-white shoes are permitted on all courts.
- 9.2 White attire required when participating in table tennis leagues, tournaments and other formal programs and activities. If a badminton court is open and members are interested in "walking on" casual play, relaxed attire permitted however, indoor non-marking shoes are required.
- 9.3 For protection of the tennis, badminton, and platform tennis courts, as well as the Fitness Centre, participants must wear appropriate sports shoes. Non-marking and grit-free shoes are required for badminton, squash, and fitness. Shoes with excessive treads or heels are inappropriate and not acceptable.
- 9.4 Eye guards are mandatory for all members and associates and their guests using the squash courts. Formal written requests for an exception to this rule, by recognized 'A' level singles players 19 years and older, must be made in advance of play to the Director of Athletics. Any violation of this rule will result in an automatic two-week suspension of all playing privileges. Eye guards are also highly recommended for badminton and platform tennis.
- 9.5 Hats may be worn in the Fitness Centre, on all playing courts, in the Courtside Lounge or in transit to and from sports facilities. White hats are required on the tennis, badminton, and squash courts, while coloured hats may be worn in the Fitness Centre and on the platform tennis courts.
- 9.6 Members and associates are requested to wear suitable attire in the Fitness Centre — basic warm-up suits, apparel for racquet sports, appropriate-fitting t-shirts, and workout shorts and tights. Cut-offs are not permitted. Running shoes must be clean and free of snow, slush, and dry dirt from the outdoors. Tennis shoes are not permitted in the Fitness Centre. Running shoes must be worn in the Fitness Centre at all times.

Athletics

10.0 General

10.1 Changes to Sports Rules

The Sports Rules have been established by the Sports & Activities Committee and approved by the Board of Directors. They are subject to review from time to time and may be amended or appealed as may be determined by the Board. Revisions will be posted on Club notice boards and Club website.

10.2 The Club accepts no responsibility for injury or mishap sustained by a member or associate while using the athletic areas. Each participant must sign a release of responsibility waiver.

10.3 Registration

Bridge, court bookings, Kidz Korner reservations, and social and athletic programming reservations may be made through logging into the B&R website, www.thebandr.com, using the booking computer in the Courtside Lounge or the Pro Shop.

10.4 Teaching Professionals

If a teaching professional is required to complete a foursome because of a No Show or Late Cancellation, that member will be charged a Hitting Fee, unless the three remaining players wish to share the cost. Teaching professionals are also available for lessons at fees set by the professional.

10.5 Court Booking Periods

Tennis - 60 minutes
Singles Squash - 40 minutes
Doubles Squash - 60 minutes
Badminton - 60 minutes
Platform Tennis - 60 minutes
Pickleball - 60 minutes
Table Tennis - 60 minutes

10.6 Closure of Courts

The Director of Athletics, Sports and Activities Committee, and/or Facilities Manager, may at their discretion, close any or all courts for a special purpose or repairs.

11.0 Tennis Rules & Court Bookings

11.1 Court Hours of Operation

Bubble Up

Monday - Saturday - open at 6:00 am and close at 11:00 pm

Sunday & Statutory Holidays - open at 6:00 am and close at 9:00 pm

Bubble Down

Monday - Saturday - open at 7:00 am and close at 11:00 pm

Sundays & Statutory Holidays - open at 7:00 am and close at 9:00 pm

11.2 Tennis Court Maintenance

The tennis courts will be closed daily from 12:00 noon to 12:15 pm and from 3:15 pm to 4:30 pm when the bubble is down and 3:15 pm to 3:30 pm when the bubble is up for maintenance purposes.

11.3 “Feet on the Court” counts as a booking

Members are permitted a maximum of three bookings at any one time. It will include all lessons, clinics, leagues, Club matches, team games and practices, and individual member games.

- a. a booking is further defined as one-hour of court time, with the exception of Club matches and team practices, each of which are allowed to be two hours, but will only count as one hour.
- b. no member may be on the courts for more than one booking per day unless:
 - i. a pro or pro shop staff have asked them to fill an open slot; or
 - ii. a court is visibly open, then members may “walk on” without being charged a booking or two hours before the game time.

11.4 Court Monitoring

Court sheets are printed every day at 8:00 am for court monitoring purposes. “Same Day” is now the measure of short-term booking privileges, and is used to define any changes to court bookings made after 8:00 am that day.

11.5 Changing Singles to Doubles

“Same Day” singles to doubles switching will result in a \$10 / member charge for all players on the court.

11.6 Clinics and Scheduled Events

All clinics and scheduled events will be open in the system for a 21-day advanced booking.

11.7 No Shows and Late Cancellations

- a. No Show: Player does not show up for their booked court time resulting in a charge of \$25 / player.
- b. Late Cancellation: Court is cancelled after 8:00 am on the same day resulting in a charge of \$10 / player on the court booking sheet.

11.8 Player Names on Court Booking Sheets

It is the responsibility of the member whose name appears on the booking sheet to notify the Pro Shop prior to play if they are being replaced; failure to follow this procedure will result in a “No Show” fee for the booked member (see 11.7).

11.9 The TBD and JOIN Features

The TBD feature was developed to allow Members to hold a court to assemble a game. **1 hour prior to Club House closing**, the TBD will be switched to JOIN which will enable any player, at a similar or better rating, to complete this court.

Generally, players with a similar or better rating (to the highest ranking player currently on court) are welcome to join a match; if you are unsure, please contact the player(s) and ask if they would mind if you joined the court, or phone the Pro Shop for advice.

Please note, if you have not found a partner up to 4 hours prior to your given court time with a JOIN/TBD, you may be asked to surrender your court to an awaiting completed group.

11.10 Edits to Court Bookings

The onus is on the member changing a booking to specify whether one or more names are being changed, and to notify the other members affected by the change. Changes can be made on-line, by email, or over the phone. Changes must be made within the parameters of the tennis rules (i.e. TBD, JOIN, etc.)

11.11 Booking of Specific Court Numbers

- a. A tennis booking is not for a specific court number, but only for a specific time;
- b. The numbers in the booking system do not refer to the numbers on the court; and
- c. Courts are generally first-come, first-served.

Exceptions :

- a. In the event that a court is out of play (rain outs, maintenance, or weather), court numbers will be used to identify the players who will, unfortunately, be unable to play (i.e. if court 2 is closed, those players booked on court 2 will not be able to play).
- b. Every effort will be made to notify players of a potential court being taken out of play. If a court time for a championship match is overrun, court numbers will be used to determine which players will need to wait for their court to become available (i.e. if court 2 has a Club Championship match that runs overtime, those players listed on court 2 will need to wait).

11.12 Restrictions to Court Bookings

- a. Members may not advance-book singles tennis at 5:30 pm from Monday to Thursday.
- b. All courts are restricted to Doubles Play Only at 12:15 pm from Monday to Friday.
*Available 12:15 pm and 5:30 pm courts may be booked on the same day for any purpose from 8:00 am on.

11.13 Club Championships and Summer Club Championships

Club Championship matches have preference and, from time to time, it may be necessary for the Tennis Pros to bump advanced bookings. Club Championship and Summer Club Championship matches will be permitted to overrun the booked time to be completed (see 9.12 for Booking of Specific Court Numbers).

11.14 Violations

A violation to any court booking will result in:

- a. An email from the Sports Department;
- b. A call from the Tennis Professional and/or Director of Athletics – with a reminder that this escalated violation is subject to going before the Sports and Activities Committee; and/or
- c. The Committee Chair to suspend tennis booking privileges/play for up to two weeks.

12.0 Pickleball Rules & Court Bookings

- 12.1 Due the nature of the game, stray balls and angled shots can carry play into adjacent courts. For this reason, pickleball requires booking two free indoor courts, #2 and #3. Please remember, when crossing any racquet court in play, wait until there is a break in the rally and then cross behind the back lines.
- 12.2 Pickleball play occurs on court #3 - court #2 will serve as a buffer court - which will allow badminton to still be played on court #1. If two or more courts of pickleball are being booked, all three badminton courts must be blocked off. If two or more badminton courts are booked for badminton play, pickleball will not be available.
- 12.3 One pickleball net is always set up and ready for use. If you require more nets, please contact our Front Desk and they will coordinate the assembly of additional nets for you. Our Front Desk Staff can assist in changing back and forth between sport nets (badminton/pickleball).
- 12.4 The Front Desk has a supply of racquets and balls for loan. Please sign out equipment and return when finished.
- 12.5 Contact the Front Desk via email at proshop@thebandr.com or 416-921-2129 x 222 to book the required court(s).
- i. Regular booking and cancellation rules apply to all sports.
 - ii. Advanced bookings are limited to three per sport. Pickleball, table tennis and badminton are considered separate sports.
 - iii. Courts may only be reserved for one hour time slots. Back-to-back court booking are not permitted.
 - iv. You may only book one court per day. Same-day bookings and walk-ons are encouraged.

13.0 Table Tennis Rules & Court Bookings

- 13.1 Our table tennis tables are portable and can be booked for use during one of the non-prime time hours on either the badminton courts or squash courts #1 or #2.
- 13.2 Non-prime time hours on the badminton courts and squash courts #1 and #2 are: Monday to Friday after 8:00 pm, and weekends after 12:00 pm.
- 13.3 Table tennis can be played between a pickleball game (on court 3) and a badminton game (on court 1) on the middle court. We encourage "walk on" use of table tennis on any of the above empty courts.
- 13.4 The Front Desk has a supply of racquets and balls for loan. Please sign out equipment and return when finished.
- 13.5 Contact the Front Desk via email at proshop@thebandr.com or 416-921-2129 x 222 to book the required court(s).
- i. Regular booking and cancellation rules apply to all sports.
 - ii. Advanced bookings are limited to three per sport. Pickleball, table tennis and badminton are considered separate sports.
 - iii. Courts may only be reserved for one hour time slots. Back-to-back court booking are not permitted.
 - iv. You may only book one court per day. Same-day bookings and walk-ons are encouraged.

14.0 Doubles Squash Rules & Court Bookings – WINTER-2020**14.0** Doubles Squash Court Booking

Members are permitted a maximum of **THREE** bookings at any one time. It will include all lessons, clinics, club matches and individual member games.

a) a booking is further defined as one hour of court time;

b) no member may be on the courts for more than one booking per day unless:

i) a pro or pro shop staff has asked them to fill an open slot; or

ii) a court is visibly open, then members may “walk on” without using an available booking; if a court is open, then **NO MORE THAN TWO HOURS PRIOR TO THE COURT TIME**, you may book the court or add your name to a “JOIN” court.

14.1 Court Monitoring

Court sheets are printed every day at 8:00 am for court monitoring purposes. “Same Day” is now the measure of short-term booking privileges, and is used to define any changes to court bookings made after 8:00 am that day.

14.2 Guests

You may bring the same guest up to 8x/year, but no more frequently than 2x/month, as per Clubhouse Rules.

Members booking a court with guests shall:

a) be charged \$25 per guest for a single guest, and \$50 for two or three guests;

b) enter the name of each guest on the online booking system, or provide the name to the Pro Shop;

The Director of Athletics will monitor all guest usage for potential abuse.

14.3 No Shows and Late Cancellations

No Show: Player does not show up for their booked court time resulting in a charge of \$25/player.

Late Cancellation: Court is cancelled after 8am on the same day resulting in a charge of \$10/player on the court booking sheet.

14.4 Player Names on Court Booking Sheets

It is the responsibility of the member whose name appears on the booking sheet to notify the Pro Shop prior to play if they are being replaced; failure to follow this procedure will result in a “No Show” fee for the booked member (see 14.3).

14.5 The TBD and JOIN Features

The TBD feature was developed to allow members to hold a court to assemble a game. **One hour prior to Club House closing**, the TBD will be switched to JOIN which will enable any player, at a similar or better level, to complete this court. If you are unsure, please contact the player(s) and ask if they would mind if you joined the court, or phone the Pro Shop for advice.

Please note, if you have not found a partner up to four hours prior to your given court time with a JOIN/TBD, you may be asked to surrender your court to an awaiting completed group.

14.6 Edits to Court Bookings

The onus is on the member changing a booking to specify whether one or more names are being changed, and to notify the other members affected by the change. Changes can be made online, by email, or over the phone. Changes must be made within the parameters of the above rules (ie. TBD, JOIN, etc.) between game breaks (2 mins). weeks.

14.9 Hitting Fee

If a teaching professional is required to complete a foursome because of a No Show or Late Cancellation, that member will be charged a Hitting Fee of approximately \$48, unless the three remaining players wish to share the cost.

14.10 Club Championships

Club Championship matches have preference and, from time to time, it may be necessary for the Squash Pros to bump advanced bookings. Club Championship matches will be permitted to overrun the booked time to be completed. Please be respectful of the following court times. Please begin on time and limit warm ups (2.5 minutes/team) and between game breaks (2 mins).

14.11 Closure of Courts

The Director of Athletics, Sports and Activities Committee, and/or Facilities Manager, may, at their discretion, close any or all courts for a special purpose.

14.12 Violations

A violation to any doubles court booking will result in progressive discipline as follows:

1. an email from the Athletics Department;
2. The appropriate fine accompanied by a call from the Head Squash Professional and/or Director of Athletics and Member Services – with a reminder any addition violation may be subject to going before The Sports and Activities Committee for review.
3. The Sports and Activities Committee Chair to suspend squash court booking privileges/play for up to two weeks.

15.0 Fitness Centre

- 15.1 The Fitness Centre is open during Club hours (see 1.1).
- 15.2 A fitness consultation is recommended before members and associates use the Fitness Centre. This consultation is complimentary and will provide the members and associates with an overall orientation of the centre. Additionally, an introduction to the safe and proper use of the equipment will be covered. Members are encouraged to adopt a customized fitness program based on their consultation.
- 15.3 For reasons of health and safety, participating members and associates are urged to consult with their personal physician prior to using the fitness facilities, and if deemed necessary, are to ask him or her about the suitability of their proposed program. The fitness staff and personal trainers are not responsible for designing rehabilitation programs for members and associates recovering from a physical injury.
- 15.4 A fitness staff may ask a member or associate to terminate his or her workout if it appears unsafe, or if he or she is utilizing the equipment inappropriately.
- 15.5 The Club accepts no responsibility for injury or mishap sustained by a member or associate while using the athletic areas. Each participant must sign a release of responsibility waiver.
- 15.6 Food and beverages are not permitted in the facility with the exception of water and protein drinks.
- 15.7 The fitness staff will set the Fitness Centre's stereo system to one station and volume. Members and associates are not permitted to change the station or volume at any time.
- 15.8 To avoid injury and expensive repairs, equipment should be used as instructed by the fitness staff. Members and associates are asked to put away free weights and other accessories after use. To ensure proper hygienic conditions. Members and associates are encouraged to wipe down equipment after each use. Cleaning solution and cloths are available.
- 15.9 External Personal Trainers are not permitted in the Club.

Infants, Children, and Juniors

16.0 General

- 16.1 Children nine years of age and under must be accompanied by a sponsoring adult at all times when using the Club. The only exceptions to this rule is when they are changing in a locker room and their sponsoring adult cannot accompany them or if they are attending a supervised program or activity.
- 16.2 Children six years of age and older must use their appropriate locker rooms to change clothing. Children aged five and under may use the locker room of a parent of the opposite sex.
- 16.3 Junior associates 10 years of age and older may use Club facilities without adult supervision unless otherwise noted.
- 16.4 Parents are responsible for the conduct and safety of their children at all times on Club property, except when they are in the care and custody of Club staff (during childcare and sports programs).
- 16.5 All juniors must be registered juniors of the Club. All registered juniors will be assigned their own membership account number which will be linked to their parents/guardians membership number.
- 16.6 Children of members who are not registered associates may not sign at the Club.
- 16.7 Members and associates are responsible for all charges incurred by their children at the Club.
- 16.8 Children of all ages are welcome to use the Courtside Lounge. Early seating is recommended for members and associates with younger children.
- 16.9 Members and associates are reminded that childrens' use of Club facilities should not impinge upon adult members and associates' enjoyment of the Club. Where, in the opinion of the Board, a child is unable to conduct himself/herself in the spirit of these rules, any or all of these privileges may be withdrawn for such time as the Board may deem fit. Early seatings are recommended for members and associates with young children.
- 16.10 The bar stools in the Courtside Lounge are restricted to members and associates nineteen years of age and older.

17.0 Athletic Privileges

Category/Age	Sports Fee Paying (18+)	Non-Sports Fee
Junior Associate age 6-14	n/a	<ul style="list-style-type: none"> • have the privilege of booking courts within 2 hours of the desired court time; with the restriction that there must be an adult on the court if they are under the rating of 3.0. • Fitness Centre access is available starting at age 12. A special privilege form is required, contact the Director of Athletics before admission. • advance booking privileges at UCC with no restrictions to court times.
Junior Associate age 15-17	n/a	<p>General Privileges</p> <ul style="list-style-type: none"> • full privileges for badminton and platform tennis. • non-primetime squash access. • Fitness Centre when staffed and in accordance with Fitness rules and guidelines. <p>Tennis Bookings</p> <ul style="list-style-type: none"> • 2 advanced bookings restricted to Monday - Thursday 8:30 pm onwards, Friday 7:30 pm onwards, weekend and holidays after 12:15 pm, and walk on privileges. • advance booking privileges at UCC with no restrictions to court times.
Intermediate Associate age 18-21	Sports Fee - full tennis access only	<p>General Privileges</p> <ul style="list-style-type: none"> • Fitness Centre and all racquet sports <u>with the exception of tennis, unless a sports fee paying associate.</u> <p>Tennis Bookings</p> <ul style="list-style-type: none"> • 2 advanced bookings restricted to Monday - Thursday 8:30 pm onwards, Friday 7:30 pm onwards, weekend and Holidays after 12:15 pm, and same day bookings at any court time.
Intermediate member / Associate age 22+	Sports Fee - mandatory at this age	<p>Sports Fee paying privileges:</p> <ul style="list-style-type: none"> • full privileges for Fitness Centre and all racquet sports. <p>Non-Sports Fee paying guest privileges:</p> <ul style="list-style-type: none"> • court usage is limited to four times during the summer and four times during the winter as a paying guest. • fitness usage is limited to eight visits anytime throughout the year as a paying guest.

18.0 Kidz Korner

18.1 General

- i. Members and associates booking Kidz Korner services are required to be on Club premises at all times;
- ii. Members and associates are required to reserve a spot on-line in advance to ensure the appropriate ratio of attendants to children are met. Your child may be turned away if we are at capacity;
- iii. Kidz Korner fee applicable for use of service;
- iv. The maximum allowable booking time is three hours unless under special organized events such as PA Day, Camps, etc.
- v. We recommend parking strollers, outside the Kidz Korner along the glass squash court walls (not obstructing the walkway);
- vi. Any special accommodations regarding your child should be communicated to Kidz Korner Manager or one of the attendants on duty.

18.2 Age Range

Kidz Korner is available for children ages 3 months to 8 years (inclusive).

18.3 Child / Attendant Ratio

For safety reasons, the attendant on duty is authorized to limit the number of children at any time. We allow five to seven children at one time, depending on ages and behavioural mix.



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