



# TERMINAL CITY CLUB

## House Rules

February 11, 2025

# House Rules

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**1. Membership Category**

There will be the following categories of membership:

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**A) Honorary Members (Non-shareholder)**

The Board of Directors may offer the following persons Honorary membership to the Club for the duration of their service:

- I. The Governor General of Canada.
- II. The Lieutenant-Governor of the Province of British Columbia.
- III. The Premier of the Province of British Columbia.
- IV. The Mayor of the City of Vancouver; and
- V. Such persons as are appointed Honorary Members by the Board of Directors, in the manner hereinafter.

Where, in their opinion, the circumstances warrant the same, the Board of Directors may appoint to membership under paragraph (V) of this House Rule, such persons as they nominate, and such appointment will be for such period as they designate and will be subject to renewal or cancellation. If required by the Board of Directors, such Member will pay dues in such amount as they determine. The Members referred to in paragraphs (I) and (II) inclusive will be Honorary Members ex officio.

**B) Honorary Life Members (Shareholder)**

Honorary Life Members are those who, for signal service to the Club, have been made such by the Board of Directors. Honorary Life members enjoy all the privileges of the Club, are not billed dues, and are not obliged to meet the quarterly minimum food requirement.

All Club presidents are transferred to Honorary Life status upon completion of their term of presidency, unless determined otherwise by the Board of Directors.

Once a Life member achieves 50 years of continuous membership, they will be granted Honorary Life status.

### **C) Life Member (Shareholder)**

The Board of Directors may approve Life status to members who have met the following qualifications:

- I. are a Resident/Personal Member.
- II. have over 35 continuous years of membership.

Life status is available to 125 members. Once the Club reaches 125 Life members, eligible members will be placed on a wait list. When a current Life member resigns or passes away, that spot will be offered to the first person on the wait list.

Life members will be billed 25% of full dues, plus capital reserve payments. Life members are not obliged to meet the quarterly minimum food requirement.

Life membership is a privilege earned by an individual and not transferable.

### **D) Non-Profit and Associations (Non-shareholder)**

Any non-profit organization or association recognized as such by the Board of Directors may apply for up to two Non-Profit memberships, each to be represented by an individual on their senior leadership team. If the organization wishes to have additional memberships, it may apply for Corporate membership (see section 1(G)).

Non-Profit members are not required to pay a subscription fee and are not issued a share. They are billed full dues but not obliged to meet the quarterly food minimum. As a non-shareholder, Non-Profit members are not permitted to vote or take part in any ballot, hold office, or introduce candidates for membership as a proposer or seconder.

### **E) Diplomatic (Non-shareholder)**

The Board of Directors may approve Diplomatic status for:

- I. Any officer of the army, navy, or air force of any recognized country on active service or on temporary leave of absence from their corps or ship.
- II. Any consul or trade commissioner of any recognized country giving full-time duties as such while residing temporarily within the province of British Columbia.

The meaning of "temporary leave of absence", "recognized country," and "residing temporarily," is subject to the discretion of the Board of Directors.

Diplomatic members are not required to pay a subscription fee and are not issued a share. They are billed full dues but not obliged to meet the quarterly food minimum. As a non-shareholder, Diplomatic members are not permitted to vote or take part in any ballot, hold office, or introduce candidates for membership as a proposer or seconder.

### **F) Resident/Personal Member (Shareholder)**

A Resident/Personal member is one who resides or has a place of business within: the City of Vancouver, the City and the District of North Vancouver, the District of West Vancouver, the Village of Lions Bay, Bowen Island, the City of

Burnaby, the City of Port Moody, the City of Coquitlam, the City of Port Coquitlam, the Village of Belcarra, the City of New Westminster, the City of Richmond, the District of Delta, the City of Surrey, the City of White Rock, the City and the Township of Langley, the District of Pitt Meadows, the District of Maple Ridge, and such additional areas as the Board of Directors may determine.

Resident/Personal members will be billed dues based on their relevant age group: aged 34 & under or 35 & over.

Any member who has been elected as a Resident/Personal member of the Club may request a status change to a (1)(G) Corporate membership, for a fee determined by the Board of Directors.

### **G) Corporate Member (Shareholder)**

An entity other than an individual may apply for membership(s) to the Club, naming one individual employee representative per Corporate membership.

If elected, such entity and its representative (the "elected nominee") will be entered in the list of members as a Corporate member. As the legal owner of the Corporate membership, the entity may request to transfer the membership to a new individual employee representative. The prospective member representative must go through the formal election process and once accepted to membership, the individual will be entered in the list of members as a Corporate member in place of the original or previously elected nominee.

Any member who has been elected as a Corporate member representative, with the written consent of the entity which originally applied for the membership and with the approval of the Board of Directors, may have the membership changed to a Resident/Personal membership within six months after election.

A Corporate member representative may transfer to a Resident/Personal member status after six months, with approval of the Board of Directors, and upon payment of such transfer fee as the Board of Directors may determine.

### **H) Abeyance (Shareholder)**

If a Corporate member representative relinquishes representation of the account and the company does not have an immediate replacement, the Corporate membership may be placed on Abeyance while vacant. While the Corporate membership is on Abeyance, the account is billed half dues and the capital reserve, and the quarterly food minimum does not apply. The account may not be used while in Abeyance. When the company has found a suitable member representative for the account, they may initiate the Corporate transfer process.

### **I) Spousal Member (Shareholder)**

Spousal membership is available to any Primary member's spouse (legally married or in a common-law relationship). Primary member is defined in these House Rules as a member elected under the following membership categories: Honorary Life, Life, Non-Profit, Diplomatic, Resident/Personal, Corporate, Country, Non-Resident, or Intermediate membership.

Once successfully elected to membership, a Spousal member enjoys all the same privileges and access as the Primary member their account is linked to.

- I. Upon the death of their spouse, a Spousal member will be requested to assume the primary membership, and be billed dues according to the updated status, without further payment of subscription fees.
- II. Any member elected as a Spousal member of the Club will, upon divorce or legal separation from their spouse, have the option of applying for a primary membership within six months from the date of the Decree Nisi or from the date of the Court Order as the case may be, and may be called upon to pay the difference in subscription fee then in effect, or such transfer fee as the Board of Directors may determine, for the primary membership. Dues will be billed according to the updated membership status.
- III. Any Member elected as a Spousal member and with whom the primary member is no longer living with, will have the option of applying for primary membership within six months from the determination of the Board of Directors and may be called upon to pay the difference in subscription fee then in effect, or such transfer fee as the Board of Directors may determine, for the primary membership. Dues will be billed according to the updated membership status.

**J) Country Member (Shareholder)**

A Country member is one whose primary residence and place of business is in the province of British Columbia but outside the boundaries set forth in House Rule (F) governing Resident/Personal members.

Use of the Club by a Country Member is limited to 90 days per calendar year. Use in excess of 90 days will be considered upon written request. A Country member may not retain a permanent fitness or liquor locker.

**K) Non-Resident Member (Shareholder)**

A Non-Resident member is one whose primary residence and place of business is outside the province of British Columbia.

Use of the Club by a Non-Resident member is limited to 45 days per calendar year. Use in excess of 45 days will be considered upon written request. A Non-Resident member may not retain a permanent fitness or liquor locker.

**L) Intermediate Member (Non-shareholder)**

Any current member's child between the ages of 19 and 24 may be eligible to apply for Intermediate membership.

Intermediate members are not required to pay a subscription fee and are not issued a share. They are billed half dues and are not obliged to meet the quarterly food minimum. As a non-shareholder, Intermediate members are not permitted to vote or take part in any ballot, hold office, or introduce candidates for membership as a proposer or seconder.

Upon turning 25 years of age, Intermediate members will be required to surrender their membership or assume a Personal/Resident membership for the cost of the share (\$1), at which time dues commensurate with the status and the quarterly food minimum will apply.

**M) Supernumerary Member (Shareholder)**

Any shareholding member, who, by reason of disability through natural causes, or from wounds received while on active service, is unable to utilize all the privileges of the Club, may, at the discretion of the Board of Directors, be transferred to the Supernumerary status for such period as the Board of Directors may determine. During such period, the member will not be billed dues or be obliged to meet the minimum food requirement.

Members with a Supernumerary status are subject to an annual review by management to ensure they are still eligible for this status.

**N) Moratorium Member (Shareholder)**

Any personal member (Corporate and non-shareholder statuses are excluded) who is experiencing ill health or financial difficulties, may request a hold on their membership for a minimum of six months to a maximum period of three years, once during the lifetime of their membership. Members must disclose the reason for the moratorium request. While their membership is on moratorium, the member may not access the Club facilities or services as a member and relinquishes their right to vote at the Annual General Meeting.

Members whose accounts are on moratorium will be billed the capital reserve fund only. A reinstatement fee of \$1,000 also applies when they re-activate their membership.

Moratorium, not exceeding three years may be offered to any eligible member as an alternative to resignation; this is subject to Board discretion.

**O) Ladies Privilege (Non-shareholder)**

Any member, who prior to December 20, 1989, requested that the privileges of the Club be granted to the spouse of such Member, until such time as the nominating Member or the Board of Directors at their discretion cancel such privileges. Any Member who nominated any of the foregoing will continue to be responsible for all indebtedness to the Club incurred by such person. The Ladies Privilege status is transferred to that of "Widow" once their spouse, primary Member, has passed away.

**P) Widow's Privilege (Non-shareholder)**

Any wife of a member or an elected nominee of a Corporate Member, who prior to December 20, 1989, was granted and currently holds Ladies' privileges and who is in good standing with the Club, and on becoming and remaining a widow, shall be permitted to retain these privileges, upon application to the GM & CEO. Such privileges are extended without payment of dues.

**Q) Onboarding Member (Non-shareholder)**

When a new member applicant submits an application for membership, they may be eligible for interim access (via the Onboarding status) to the Club while awaiting formal Board approval and balloting. Pre-authorized credit card or bank/debit payments is required to obtain Onboarding access to the Club. While Onboarding, the new member candidate must abide by the House Rules. The Onboarding status is a privilege and may be revoked by Administration or the Board of Directors any time.

### **R) Temporary Member (Non-shareholder)**

The Board of Directors will have the power to admit as a Temporary Member any person who temporarily resides, or whose temporary place of business is inside the area prescribed by House Rule (1)(F), who has been duly proposed and seconded by two (2) Members or elected nominees, and whose name has been placed on the Notice Board for at least three (3) days previous to admission as a Temporary Member. Temporary membership will be granted only upon proof of satisfactory evidence that such applicant's place of residence and business, prescribed in House Rule (1)(F), is for a limited period not exceeding two years.

Such Temporary membership will be for a minimum period of six (6) months, and at the discretion of the Board of Directors, may be extended up to three (3) additional six-month terms. The Temporary Member will pay in advance such dues fixed from time to time by the Board of Directors. Temporary Members shall have and enjoy all the privileges of the Club, except those of voting or taking part in any ballot, holding office or introducing candidates for membership or visitors.

### **2. Election and Ballot to Membership**

Balloting for the election of new members to the Club will take place periodically, at such time, in such manner, and under such conditions as the Board of Directors may determine. The qualifications for membership of each candidate will be determined by the Board of Directors.

Each candidate must be nominated by any two shareholding members.

The following items must be submitted to the Board of Directors for approval: the candidate's name and company name (if applicable); the names of the proposer and seconder (two shareholding members nominating the new member candidate to the Club); and the subscription paid. Once the applicants are approved, the Ballot Notice, which contains the candidate's name, company name (if applicable), and the names of the proposing and seconding members, will be posted on the Notice Board for at least seven days before the ballot.

The ballot box(es) will be available in the Club from 9 a.m. to 7 p.m. for three consecutive days and the Board of Directors will make regulations as may be necessary for the protection and management of the ballot. If any individual candidate receives fewer than 25 votes in favour, their application will be null and void. One dissenting vote in seven will exclude. The result (election or non-election) will be announced, but no other particulars will be given in case of a deficiency of votes. The minutiae of the mode of balloting will be at the discretion of the Board of Directors.

### **3. Age Limit**

To be eligible to apply for membership, an individual must be at least 19 years of age.

### **4. Unsuccessful Candidates**

An unsuccessful candidate, with the exception of individuals who have failed to receive the minimum 25 votes in favour, may not be proposed a second time until six months have elapsed from the date of the first ballot, nor will such candidate be proposed a third time until six months from the date of the second ballot. If the candidate is still not successfully elected to membership, such unsuccessful candidate may not be proposed again unless the consent of the



Board of Directors is first obtained, and only then on such terms and conditions as the Board of Directors determine.

Unsuccessful candidates for membership will have their subscription payment refunded to them, less any potential charges made at the Club.

### **5. Notification to Successful Candidates**

Upon a candidate's successful election to membership, the Membership team will notify the new member and furnish them with an electronic or printed copy of the Articles and of the House Rules of the Club.

### **6. Transfer of Membership Category**

Any personal member who wishes to transfer their current status to that of a different membership category may do so by submitting a formal request in writing (email or letter) to the Club to be approved by the Board of Directors at their next scheduled meeting.

Corporate memberships and the resulting share are legally owned by a company and therefore cannot be transferred to a different status (other than to an eligible out-of-town category owned by the company, i.e., Corp. Country or Corp. Non-Resident). An exception may be granted by the Board of Directors if such entity provides written confirmation to the Club that the "elected nominee" may transfer the membership for their personal use (i.e., Corporate to Resident/Personal).

#### **I. Resident/Corporate to a Non-Resident or Country Member**

If transferring to a Country or Non-Resident status, the member or member representative must submit a completed declaration form, as provided by the Membership Administrator or Membership team. Once approved by the Board of Directors, the member will be billed dues based on the new status and be subject to the new terms of that membership category. Unless otherwise stated, the Club will backdate the members' fees to that of the new membership category on the last day of the month when the initial request was made.

#### **II. Living Legacy Program**

As a part of the Living Legacy program, members considering relinquishing their membership due to retirement, illness or other personal reasons, may be given the opportunity to gift their membership to a child or grandchild for a fee, as determined by Management. The Member must be in good standing and is required to resign their membership upon the successful election of the individual appointed to the Club in their place. The new member will be billed monthly dues in accordance with their membership status, which is determined by their place of business or residence.

#### **III. Legacy Program**

Upon death of a shareholding member, and up to one year after, their membership may be assigned as a Resident/Personal membership to the surviving spouse, or a child of the deceased member, provided that the applicant meets all the qualifications for balloting and pay a subscription, as determined by Management. The new applicant shall pay monthly dues in accordance with their membership status, which is determined by their place of business or residence.

### **7. Resignation of Membership**

Should a member wish to resign their membership, 30 days' written notice (via signed letter, email, or completed resignation form) must be provided. The resignation request will be reviewed by the Board of Directors at their next scheduled meeting. The membership will be closed upon Board approval.

No member in arrears of any payment to the Club will be allowed to resign from membership without the sanction of the Board of Directors.

### **8. Payment of Accounts**

Members' accounts are payable upon receipt and are overdue 30 days from the statement date.

#### **I. NSF Fee**

Bounced cheques and declined credit cards may be subject to a \$25.00 service charge. The Club will advise members when their card is declined via the email address on record. If, within seven days, the member has not contacted the Club with a resolution, the member may be subject to the \$25.00 service charge for insufficient funds.

#### **II. Suspension for Non-Payment of Account**

If a member does not submit payment in the period outlined above, the member's name will be posted on the Club's Notice Board, and will immediately be deprived of all membership privileges. The member will receive a suspension notice via email and mail advising that they have been placed on suspension and, that if payment is not made within the next 15 days, they will be expelled from the Club.

#### **III. Reinstatement of Members Suspended for Non-Payment of Account**

Any member suspended for non-payment of their account will be advised in writing that the reinstatement of their membership is only possible once their account has been settled in full, a reinstatement fee of \$250 is paid, and payment pre-authorization from a bank account provided to the Club.

Should the same member allow their account to fall into arrears for a second time, Club Management will advise the suspended member that:

- I. Reinstatement to membership is only possible upon payment of the reinstatement fee, as determined by Management. Management is given full discretion to impose a reinstatement fee for suspended members, as may be appropriate under the individual circumstances.
- II. Should the member fall into arrears for a third time, the Board will not entertain any further requests for reinstatement from that member.
- III. A Member who is posted for default in payment of indebtedness to the Club will be deprived of all privileges of membership.

#### **IV. Expulsion of Non-Payment of Account**

If payment is not received within 15 days of suspension, the Board of Directors will expel the member, reverse the suspension fee, and terminate the membership share. A letter will be sent advising the member that their account will be sent to collections.

### **V. Reinstatement of Members Expelled for Non-Payment of Account**

Any member who wishes to be reinstated after expulsion is required to submit a formal request in writing to the GM & CEO for consideration of their request and explaining the reason they have been in arrears with the Club. The GM & CEO and Board of Directors may choose to approve or deny the member's request based on their individual circumstances.

Should the member's request be approved, the member would be required to carry out the following steps to reinstate their membership:

- the outstanding balance must be settled with the collection agency
- payment of the maximum \$500.00 reinstatement fee is received by the Club
- a new pre-authorization payment plan to a bank account is provided to the Club
- new membership agreement is signed and received by the membership team

### **VI. Delinquent Members/Accounts**

The names of those members who have been suspended and expelled from membership due to non-payment of account will be posted on the Club's Notice Board, and those members deprived of all privileges of membership. Members who fail to pay their accounts by the last business day of the month in which the account was rendered will be assessed a 2% per month interest penalty on all overdue accounts.

Effective November 1, 2001, a 2% interest charge will be applied against any Residential and Office Strata Council accounts that remain unpaid in excess of 60 days.

### **9. Control of the Club**

The GM & CEO will have general control and superintendence of the Club under the Board of Directors.

### **10. Communication**

All formal communications from a member to the Club are to be addressed to the GM & CEO or President.

### **11. Suggestions or Complaints**

Any complaint or suggestion must be made in writing (email or letter) and signed by the writer, to the GM & CEO and any such suggestion or complaint will be specifically noticed by the Board of Directors at their next meeting. The Board of Directors will not be called upon to take notice of any verbal suggestion or complaint.

### **12. Members' Visitors**

A visitor is defined as any non-member that is accompanying a member at the Club as their guest. Members are responsible for ensuring that any visitor is with them at all times, and that their guests abide by all rules outlined in these House Rules. Members are held accountable for the actions of their visitors or guests.

### **13. Guest Privilege Cards**

Any member of the Club may request a Guest Privilege Card for a non-member individual. The Guest Privilege Card entitles the approved cardholder to independent (i.e., unaccompanied) access to Club privileges during the periods

specified below, while their Guest Card is valid. Guest Cardholders are billed the Fitness Centre drop-in fee (as outlined in the Fitness Centre Policies on page 19) and are subject to guest and service fees on all charges placed at the Club.

### **I. Guest Privilege Card for Immediate Family Members**

Any member of the Club may request a Guest Privilege Card for immediate family members (siblings, parents, children, or grandchildren) over 19 years of age. The approved Guest Cardholder is entitled to Club access and privileges for a period not exceeding four days in any one month and not more than 14 days in a calendar year. Guest Cards are renewable for immediate family members only.

### **II. Guest Privilege Card for non-family members**

At the discretion of Management, any member of the Club may request a non-renewable Guest Privilege Card for any individual (i.e., a person other than an immediate family member). The approved Guest Cardholder is entitled to Club access and privileges for a period not exceeding 14 days within a 30-day period. Once the Guest Card expires, the Guest Card holder is not entitled to Guest Card privileges again on the introduction by the same or any other member of the Club. To continue enjoying the Club privileges, they must submit an application for membership.

### **III. Members introducing a visitor or guest to the Club via the Guest**

Privilege program are responsible for any debt incurred by their visitor or guest. Any Guest Member who abuses their visiting privileges or violates the Club's House Rules may be barred by the Board of Directors from applying for membership. Any person considered by the Board of Directors as undesirable to the general welfare of the Club will not be brought upon the Club premises as a visitor, guest, or future member.

## **14. Minimum Age of Visitors and Guests**

Members, affiliate members, and Guest Card holders, may bring visitors or guests of any age to the Club, except in the following areas:

- I. Cuvée, where the minimum age is 19 years.
- II. Business Centre, where the minimum age is 12 years; children aged 12 to 18 must be accompanied by a member (parent or guardian).
- III. Members' Lounge, where the minimum age is 19 years.

The proper conduct of children while in the Club is the responsibility of the member parent or Guardian.

## **15. Unseemly Behaviour by Guest Members**

That when a Guest Member has disgraced himself/herself with unseemly behaviour towards a Terminal City Club Member and has had his/her Guest Privileges permanently revoked, that reinstatement of Guest Privileges for such person would not be appropriate. Guest Members are required to abide by the Club's House Rule on Respect and Courtesy which governs bullying and harassment in the workplace.

## **16. Admission of Strangers**

Non-members (excluding affiliate club guests, member-accompanied visitors, and valid Guest Card holders) will not be admitted to any part of the Club on any pretext, nor are they permitted to access member benefits or privileges. Non-

member visitors may not purchase or be served food and beverage from the Club, unless they are accompanied by a member.

This rule excludes visitors to the Club who are attending a scheduled private function being held at the Club.

### **17. Affiliate Club Guests**

Affiliate guest privileges may be extended to any member of an approved affiliate club duly introduced by their Club for a period not exceeding 14 days in one calendar year. A valid credit card number is requested from affiliated club guests upon registration at Member Services.

In the event that an affiliate club guest is found to reside within the area set out herein covering Resident members, affiliate guest privileges may be refused.

### **18. Dress Code**

At Terminal City Club, we want our members to look and feel their best. Unless otherwise specified, the Club, with the exception of the Fitness Centre, has a minimum dress code of smart casual. Smart casual includes collared shirts, golf shirts, blouses, knee-length shorts, khakis, and solid-coloured denim. Denim with fading, tears, or patches are not permitted, regardless of value. T-shirts without large logos or slogans are permitted provided they are worn with a sports jacket. On game days, official league jerseys (NHL, MLB, MLS, NBA) are permitted in the Grill, Members Lounge and Cuvee as long as all other dress code requirements are met. Footwear must be clean and smart. Flip-flops are not permitted outside of the Fitness Centre. Ball caps are not permitted.

No person, other than a Commissioned Officer, or a person of equivalent rank, may be introduced as a guest or visitor to the Club while in uniform.

Members are responsible for ensuring their visitors and guests conform to the dress code. Members and/or guests who are not appropriately dressed may be refused service and/or access to the Club.

### **19. Cellphones and Electronic Devices**

Electronic device usage is permitted throughout the Club provided that all ringtones and notifications are set to silent. Talking on the phone is prohibited in all areas of the Club with the exception of lobby areas (Member Services and Fitness Centre), Business Centre, Cuvee, second floor hallway around the banister or in the phone room, private function rooms, and Club Rooms.

### **20. Photographs and Videos**

The taking of photographs, movies or videos in the Club is permitted for personal purposes, such as posting on social media, but should not include other members' or guests' faces, for privacy reasons.

### **21. Use of Club Address**

Members are not permitted to use the Club's address for any communication, mailing, or deliveries.

### **22. Notice of Advertisement**

No notice or advertisement may be posted up or published in the Club, except those approved by Management or the Board of Directors.

### **23. Club Property**

Members may not remove Club property from the premises without prior written permission from management. This includes books, magazines, and papers

from the Business Centre, towels from the Fitness Centre, glassware or serve ware from the restaurants, or any other article belonging to the Club.

### **24. Smoking Areas**

In accordance with provincial and municipal bylaws, smoking is strictly prohibited in all areas of the Club, including outdoor terraces, and within six meters (approximately 20 feet) of any outdoor service area, doorway, window, and air intake system.

### **25. Rules Governing the Playing of Games**

#### **I. Playing Poker**

The playing of poker in the Club is permitted in private function rooms only.

#### **II. Games of Chance**

No games of chance may be permitted in the Club except those authorized and approved by the Board of Directors, who also have the power to fix the limits of all stakes at any game played in the Club.

#### **III. Playing Dice**

The playing of dice in the Club will be permitted only in The Grill and for the sole purpose of determining who will be responsible for meal checks.

### **26. Service in the Business Centre**

No food or refreshments of any description may be served to members or guests in the Business Centre, except such as are sanctioned by the Board of Directors.

### **27. Breakages or Damages**

Any member, visitor or guest who damages Club property will replace or pay a replacement cost, determined by Management or the Board of Directors.

### **28. Gratuity**

An automatic service charge is added to members' chits in the Club, with the exception of the TC Lions Pub and Mink Chocolate Café, where gratuities are gratefully accepted. In the event a member wishes to add an additional gratuity above the service charge in the Club, they are entitled to do so. Members and guests may contribute to the employees' Club Fund, which is distributed to all staff (excepting the GM & CEO who manages the fund on behalf of the membership) at the end of each calendar year.

### **29. Employees Addressing Club Members**

No employee of the Club may address any member on Club premises on matters either personal or relative to the concerns of the Club. All communications concerning the Club should be made to the GM & CEO directly for the information of the Board of Directors.

### **30. Finding Fault with Employees**

No member may chide or discipline any employee of the Club. Members may report concerns relating to staff to the GM & CEO.

### **31. Members Requests of Employees**

Members may not solicit Club employees to conduct private business on their behalf without the explicit consent of the GM & CEO. Members may not request staff on duty to leave the Club premises.

### **32. Respect and Courtesy**

Members (including those who enjoy Club privileges, such as onboarding members, affiliate club guests, and Guest Card holders) and their visitors/guests must treat all other members, non-members, employees, and contractors, etc., of the Club with respect and courtesy. Any behaviour that constitutes discrimination, bullying or harassment is strictly prohibited.

Discrimination includes differential treatment directed against an individual that involves comments or actions based on any personal characteristic protected by the British Columbia Human Rights Code. Bullying and harassment include any conduct or comments that are likely to cause an individual to feel humiliated or intimidated.

Any individual who harasses another is in violation of this policy and is subject to disciplinary action by the Board of Directors, up to and including expulsion from the Club. Similarly, any individual who knowingly makes a false report of harassment, discrimination or retaliation will be subject to the same consequences.

Some examples of personal harassment include:

- Insults or verbal aggression, such as yelling, swearing, name-calling, and intentional humiliation.
- Multiple or destructive "pranks" or "practical jokes" directed towards an individual, or targeted group of individuals, including harmful hazing or initiation practices.
- Vandalizing or otherwise damaging or defiling personal property.
- Spreading malicious rumors, regardless of whether they are believed to be true.

Some examples of sexual harassment include:

- Making or threatening reprisals after a negative response to sexual advances.
- Making unwelcome sexual advances, propositions, flirtations, or repeated unwelcome requests for or efforts to make social contact, including asking questions about sexual conduct or sexual orientation or spreading rumors about such information.
- Making unwelcome comments about an individual's body, sexual prowess, sexual orientation, sexual deficiencies, or using sexually degrading or vulgar words to describe an individual or making derogatory sexual comments.
- Displaying or distributing sexually suggestive or gender-based objects, pictures, posters, cartoons, letters, or e-mails.

Some examples of harassment on the basis of other enumerated grounds of discrimination include:

- Offensive jokes related to race or nationality; and
- Racial slurs or commentary.

Any person considered by the Board of Directors as undesirable to the general welfare of the Club will not be brought upon the Club premises as a visitor, guest, or future member.

### **33. Affiliation with Other Clubs**

The GM & CEO has the power to affiliate with other clubs, except those in British Columbia, which require approval from the Board, upon such conditions and privileges as deemed fit.

### **34. Gifts (including Trophies) and Bequests**

All gifts or bequests, whether cash or other assets, to the Club will be accepted with the understanding that the Board of Directors have absolute discretion to utilize the gifts or bequests in any manner they feel is in the best interest of the Club and membership.

A fund has been established under the control of the Board of Directors to receive gifts or bequests of cash designated by the donor. This fund will be invested and the income it, from time to time, will be utilized by the Board of Directors with their absolute discretion, in such a manner as they feel is in the best interests of the members of the Club. Undesignated gifts or cash bequests may be designated by the Board of Directors to become part of such fund, on such terms and conditions as the Board of Directors see fit. The manner of investment of such fund will be in the absolute discretion of the Board of Directors.

Gifts or bequests, whether cash or assets, accepted for a specific use designated by the donor is permitted provided that the Board of Directors are satisfied that the acceptance of such a gift and its terms of use are in the best interest of the Club and membership.

Any member wishing to donate a trophy to the Club will be accepted only on the stipulation that the trophy is named for the event, and not for the donor. The donor's name, however, could be displayed with the title of the event.

### **35. Consumption of External Food and Beverage**

No externally purchased food or beverage may be consumed on Club premises without prior written consent from Management.

### **36. Animals in the Club Premises**

No animals are permitted on any part of the Club premises, except seeing-eye dogs.

### **37. Investment Policy**

The GM & CEO is authorized to invest the Club's surplus funds in Guaranteed Investment Certificates, Treasury Bills, or Bankers' Acceptance Notes, by contacting two retail banks and the Peoples Trust Company, and accepting the best rate. Investments are limited to \$100,000.00 per institution.

### **38. Infringement of the House Rules**

Any member infringing or contravening any House Rules will, at the discretion of the Board of Directors, be liable to suspension or expulsion from membership to the Club.

Any member infringing or contravening House Rule 32, Respect and Courtesy, with respect to discrimination, bullying or harassment of another may be subject to immediate temporary suspension, at the discretion of the GM & CEO and Board President, while pending the outcome of the disciplinary process overseen by the Standards Committee and the Board of Directors.

Any employee of the Club infringing or contravening any House Rules will, at the discretion of the GM & CEO, be subject to immediate suspension without notice.



### 39. Disciplinary Process

- I. The GM & CEO reports the incident(s) to the Standards Committee.
- II. The Standards Committee reviews the case and makes recommendations on next steps.
- III. If action is necessary, two members of the Standards Committee will conduct an investigation, including interviews with the individuals involved. This may include members, non-members, employees, or contractors, etc.
- IV. The Standards Committee will report their findings and recommendations to the Board of Directors.
- V. The Board will discuss and decide on the appropriate disciplinary action, if any.
- VI. The President will formally notify the individual(s) involved, in writing, of the disciplinary action and provide them with the opportunity to appeal the decision to the full Board.

### 40. Waiving of the House Rules

The Board of Directors, at their discretion, may on occasion waive or amend any of the House Rules.

## Policies Relating to Membership Fees

### Capital Reserve Fund

A capital reserve fund contribution will be billed to members monthly. The fee will be reviewed annually with an expected increase of 2-3% per annum. The capital reserve fund contribution will be prorated for members who pay dues on an annual basis.

### Membership Dues

The following membership dues and capital reserve fund contributions will apply as of January 1, 2025:

MEMBERSHIP CATEGORY	DUES	CAPITAL RESERVE FUND
Resident / Personal (35 & over) & Corporate	\$345.00 / month	\$44.50 / month
Non-Profit & Diplomatic	\$345.00 / month	\$44.50 / month
Resident / Personal (34 & under)	\$234.75 / month	\$44.50 / month
Spousal	\$525.00 / annum	\$249.00 / annum
Country / Corp. Country NR	\$172.50 / month	\$22.25 / month
Non-Resident / Corp. NR	\$1,203.00 / annum	\$249.00 / annum
Life	\$1,035.00 / annum	\$133.50 / annum
Intermediate	50% of regular dues	50% of category
Corporate Membership held in Abeyance	\$172.50 / annum	\$22.25 / month
Ladies Privilege	\$252.00 / annum	N/A

Resident or Corporate members who are billed dues monthly may choose to pre-pay their dues for the upcoming year and benefit by being billed the previous year's rate. Arrangements must be made with the Membership Administrator in December for the year ahead.

## TCC House Rules

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### Share Subscriptions & Membership Fees

As of January 1, 2025, new member subscriptions are as follows, and subject to change:

MEMBERSHIP CATEGORY	CURRENT SUBSCRIPTION
Resident/Personal	
35 & over	\$6,000.00
34 & under	\$4,500.00
Spousal	\$1,200.00

### Immediate Family Offer

Members' immediate family (see page 19 to see what relationships qualify as "immediate family") may access a \$1,000 discount on their subscription.

MEMBERSHIP CATEGORY	CURRENT SUBSCRIPTION
Immediate Family	
35 & over	\$5,000.00
34 & under	\$3,500.00
Non-Resident & Country	\$6,000.00
Corporate	\$6,000.00
Non-Profit / Associations	NIL
Intermediate (children, aged 19-24, of an active member)	NIL
Group Applicants (4 or more)	\$5,000.00
Returning Members	\$2,400.00 (60% off full Resident Membership)

### Quarterly Minimum Food Spend

The quarterly minimum food requirement is \$275 per calendar quarter for Resident and active Corporate members only. (Corporate memberships held in Abeyance are not required to meet the quarterly food spend.)

### Corporate Transfer Fees

The following transfer fees will apply when a Corporate member wishes to transfer the membership from one elected nominee to another:

Corporate Transfers (10 or less memberships)	\$500.00
Corporate Transfers (10 or more memberships)	\$50.00

### Membership Category Transfer Fees

The following transfer fees will apply when a member requests to transfer their existing membership category to another category:

Living Legacy Transfer	\$500.00
Legacy Transfer	\$1.00
Other Transfers	\$500.00

## TCC House Rules

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### Request from a Corporate Member to Obtain a New Personal Membership

The following transfer fees will apply when a member requests to transfer from a Corporate member to a Resident/Personal member:

After Six Months (provided corporation retains membership)	\$500.00
Over 35 years of Continuous Corporate Memberships	\$1.00

## Policies Relating to Catering

### Pricing

The GM & CEO is authorized to make adjustments in menu prices from time to time to reflect variances of beverages, food, wages and other related costs.

### Service Charge

- I. A 20% service charge is assessed to members on all food and beverages consumed in the Club.
- II. A 20% service charge is assessed to affiliate club guests in addition to a 15% affiliate guest fee.
- III. For non-members, separate non-member pricing is in effect, to which a 22% Service Charge applies.

### Deposit Schedule

Event payment is due upon receipt of the final bill. If an alternate method of payment is not received by the end of the month, the member account will automatically be charged. All paid deposits on file are non-refundable. Failure to pay scheduled deposits as required may result in the forfeit of the event space.

- **For all event bookings that are under \$5,000:** A deposit is not required.
- **For all event bookings that are over \$5,000:** A non-refundable deposit of 20% of the estimated event value is required 90 days prior to event date in order to secure the booking.
- **For all event bookings over \$10,000:** A non-refundable deposit of \$2000 is due upon signing the preliminary event contract in order to secure the booking.
- A non-refundable deposit of 20% of the estimated event value is required 90 days prior to event date.
- Full event pre-payment is due, based on balance of event two weeks prior to event date.
- All billing adjustments will take place within two weeks following the event date.

### Non-refundable Deposits and Private Event Cancellation Policy

Cancellation charges will apply as follows:

#### A) Weddings

- Fourteen (14) to ninety (90) days' written notice: \$50.00 per anticipated guest count indicated on contract. The deposit of \$2,000.00 is non-refundable.
- Fourteen (14) days or less written notice: Full payment of estimated event cost.

#### B) Christmas

- Sixty (60) days' written notice: \$50.00 per anticipated guest count indicated on the contract. The \$2,000.00 deposit is non-refundable.

### C) Private Events

Cancellation charges will apply if written notice of cancellation is not received a minimum 45 days prior to the event date. A date transfer or postponement is considered a cancellation of the date for which this contract states. The new date (subject to availability) will be considered a new booking and will require its own deposit.

- 31–45 days' notice: Full room rental charges will apply.
- 16–30 days' notice: 20% of estimated food and beverage and room rental charges will apply.
- 11–15 days' notice: 50% of the estimated food and beverage and room rental charges will apply.
- 0–10 days' notice: 100% of the estimated food and beverage charges will apply. If no food and beverage was to be ordered for the event, the full room rental will apply.

Estimated food & beverage charges equal the estimated number of guests multiplied by the minimum menu prices. This will be calculated for each meal period and then multiplied by the lowest price in that meal period.

#### **Cancellation Policy for Private Events**

For all organized Club events (e.g., Members Wine Tasting, Dickens Brunch, Mother's Day Brunch, etc.), the Member must give at least 72 hours' notice to cancel or reduce the confirmed number of attendees. If less than 72 hours' notice is given, the member will be charged in full based on the confirmed number of attendees.

#### **Room Charges for Private Dining**

That room charges be eliminated for all private functions meeting the minimum number of guests required for the space rented that require full meal service or cocktail buffet receptions, excluding continental breakfast buffets. However, it is understood that the cost of preparing the room for such functions will be included in the cost assessed for the meal or buffet reception. Private functions not requiring meal or buffet service will be assessed a full room charge.

#### **Steward and Corkage Charges Assessed on Private Functions**

Steward charges will apply to any function where bar revenues do not meet the minimum beverage revenue requirement. For parties of 25 or more, a cashier charge of \$150 per attendant is also required. Steward charges are applicable to all functions where full bottle liquor and / or full bottle wine service is requested. Applicable taxes and service charges are not included.

#### **Bottle Pricing**

The pricing structure for bottles will be set at a \$20 markup per bottle for said bottle costing \$49.99 or less, \$35 per bottle for bottles costing \$50 to \$99.99 and \$45 per bottle for said bottle costing \$100 or more.

Non-members will be charged a 30% beverage cost on price of product, applicable on wine only. Spirits and beer for non- members are billed on a per drink basis.

#### **Corkage**

Members are permitted to bring their own wine for service at their table. Corkage, as determined by the Board of Directors from time to time, will apply. Service guidelines as outlined by BC Liquor Control and licensing must be adhered to. Members bringing their own wine must notify the staff prior to arriving at the Club. The corkage rate for 750 ml bottles of wine brought in by the member for table service will be \$45 regardless of bottle value. For

## TCC House Rules

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members with wine lockers, the corkage fee for wines not purchased through the Club will be reduced to \$25.

### **Pricing of Wine and Spirits**

The sale of wines and spirits by the bottle will be to the next \$1.00 of replacement cost.

### **Private Wine Orders**

A levy on private wine orders will be charged as follows:

- \$6.00/bottle on individual bottle purchases
- \$3.00/bottle for 6–11 bottles
- \$1.50/bottle for a case of 12 bottles

\*All private wine orders exceeding \$500.00 after tax must be authorized by the Controller.

### **Extension of Member Pricing – Private Functions**

With the consent of the member, those individuals who qualify under the Club's definition of immediate family (see page 19) will be entitled to member pricing for private functions. Those individuals who do not qualify as immediate family will be required to pay non-member pricing.

To qualify for member pricing, the member must have submitted their application and subscription.

## **Policies Relating to Various Matters**

### **Guest Fees for Fitness Centre**

Fitness Centre Guest Fees will be waived on weekends for the spouse or common-law partner of a Club Member. Guest Fees will also be waived for members' children and grandchildren under the age of 19. Non-member guests visiting the Club must always be accompanied by the member. The non-member user fee for the Fitness Centre is \$32.50 (GST included) per visit for adults and \$18.75 (GST included) for children under 19 years of age. Members will be limited to six guests per visit.

#### **1) Immediate Family**

Immediate family is defined as parents, siblings, children, children-in-law, grandchildren, mothers/fathers-in-law, brothers/sisters-in-law. Adopted and step-family members are also included.

#### **2) Fitness Centre Locker Room – Age Restrictions**

Any child over the age of five (5) years must use the same gender change room/washrooms. Exceptions will be made for disabilities, impairments, etc.

#### **3) Fitness Centre Locker Room Charges**

Fitness Locker	\$699.00 / annum
Cube Locker	\$381.00 / annum

#### **4) Guests Playing in the Members' Lounge**

Only members and those guests accompanied by a member are permitted to utilize the pool tables in the Members' Lounge.

### **Liquor Lockers**

Liquor bottles are permitted in the Grill and Members' Lounge. When in Cuvée, a member requesting cocktail preparation using spirits from their Liquor Locker will be charged a cocktail prep charge of \$3 plus the cost of any Club ingredients. All Liquor Locker-holders must enter into the Liquor Locker Agreement and adhere to safe beverage practices.

## TCC House Rules

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### (A) Liquor Locker Charges

The Liquor Locker annual rental for January to December 2025 is as follows:

Liquor Locker	\$315.00 / annum
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### (B) Wine Locker Charges

The Wine Locker annual rental for October 2024 to September 2025 are as follows:

12-bottle Wine Locker	\$555.00 / annum
24-bottle Wine Locker	\$1,032.00 / annum

### Parking

Members receive complimentary parking over the weekend, as well as weekdays before 9 a.m. and after 4 p.m. Members may access complimentary parking by registering their primary vehicle's license plate with Member Services. Complimentary parking is not transferrable to any other party, including family members.

### Recognition of Members' Birthdays

A non-transferable \$50 Gift Certificate is forwarded to all categories of members except Non-Resident members. The Gift Certificate is valid for a four-month period and may be redeemed for food only in the Grill, Cuvée or the Members' Lounge. Food and beverage credits have no cash value and do not include tax or service charge.

### Terminal City Club Foundation

The Terminal City Club Foundation fund has been established by the Terminal City Club (TCC) and managed by Vancouver Foundation. The purpose of Terminal City Club Foundation is to provide ongoing financial support to a variety of local projects and charities throughout the year under the guidance and direction of Terminal City Club employees and Board of Directors. A committed and collaborative group of individuals, the TCC community is focused on making a difference on local issues that we are passionate about, including education and supporting youth in need.



## Top 100 City Clubs 2024-2025



**Distinguished Club**<sup>™</sup>  
from  
**BOARDROOM**  
magazine

# TERMINAL CITY CLUB

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