



# CONSTITUTION

Updated 04 November 2020  
Incorporates amendments passed up to  
and including Annual General Meeting 24 June 2018.

CONSTITUTION OF THE  
SERANGOON GARDENS  
COUNTRY CLUB

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## 1. DEFINITIONS

- 1.1 In this Constitution and in any Bye-Laws hereunder, unless the context otherwise requires:

“The Club” means the Serangoon Gardens Country Club;

“The Committee” means the General Committee of the Club;

“The Executive Committee” means the President, Vice-President, Honorary Secretary and Honorary Treasurer;

“The President” means the President of the Club;

“The Secretary” means the Honorary Secretary of the Club;

“Member” or “Members” shall mean the categories of Members set out in Clause 6.1 and such other new categories as may be created under Clause 6.2 herein.

“Budget” shall have the meaning ascribed to it in Clause 26A.1;

“Capital Expenditure Prioritization Matrix” shall have the meaning ascribed to it in Clause 26B.1;

“Crisis” shall have the meaning ascribed to it in Clause 26C.9;

“Crisis Annual Operating Expense” means regular Annual Operating Budgeted Expense with reduced variable expenses due to no patronage of Club’s facilities and banquet business. It is estimated that the food material shall be reduced to 10% of budgeted expense, and no incurrence of costs for temporary staff and material meant for banquet and events.

“F&B Business” shall mean the food and beverage businesses of the Club;

“Financial Reserve” shall have the meaning ascribed to it in Clause 26C.1;

“Financial Reserve Balance” shall have the meaning ascribed to it in Clause 26B.3;

“Minimum Financial Reserve Threshold” shall have the meaning ascribed to it in Clause 26C.4;

“Non-Operating Income” shall mean Income derived from non-operating activities and shall include Income generated from the collection of the Entrance Fees, and the residual value recovered from the disposal of equipment and assets and such other sources of Income as the Committee may decide;

“Operating Income” shall mean all Income which are not non-operating income, and shall include Income generated from the collection of the Transfer Fees, the subscription fees paid by Members, rent, the operation of jackpot machines, the F&B Business, SF Business, and such other sources of Income as the Committee may decide;

“SF Business” shall include the operation of the social and recreational facilities and other shared facilities of the Club;

“Uninterrupted Operating Income” means Operating Income, the generation of which is not affected by the occurrence of a Crisis.

- 1.2 Words importing the masculine gender shall include (where the context admits) the feminine gender.
- 1.3 The terms “Amortisation”, “Capital Expenditure”, “Depreciation”, “Earnings”, “Expenses”, “Operating Expense”, “Income” and “Working Capital” shall bear the meaning as used in general accounting practice and adopted by the Committee from time to time.

## **2. NAME AND ADDRESS**

- 2.1 The Club shall be called the “Serangoon Gardens Country Club”
- 2.2 The registered office of the Club shall be at :-

**22 KENSINGTON PARK ROAD  
SINGAPORE 557271**

or such other place as the Committee may from time to time decide and approved by the Registrar of Societies.

### **3. OBJECTS**

3.1 The objects of the Club are :-

- (a) to promote the interest of the Members generally;
- (b) to promote and carry out recreational, sports, social, cultural, educational and other activities for the welfare and well-being of the Members;
- (c) the provision and maintenance of clubhouses and other facilities for Members;
- (d) to enter into reciprocal arrangements with other clubs and organisations in Singapore and elsewhere for Members to enjoy the privileges, amenities and facilities of these clubs and organisations and vice versa;
- (e) to publish newsletters, periodicals and other materials to promote and enhance the above objects and to do all other things which are in the interest of the Members.

### **4. FINANCIAL YEAR**

4.1 The financial year of the Club shall begin on the 1st day of April of each year and end on the 31st day of March of the following year.

### **5. PATRON**

5.1 The Committee may appoint persons of distinction who are Singapore Citizens to be Patrons of the Club.

5.2 Patrons, their spouses and such children as are under the age of 21 years and unmarried may enjoy all facilities of the Club.

5.3 Patrons, their spouses and children shall not be required to pay any monthly subscription.



## 6. MEMBERSHIP

- 6.1 There shall be the following categories of Members :-
- (a) Honorary Members;
  - (b) Founder Members;
  - (c) Life Members;
  - (d) Ordinary Members;
  - (e) Corporate Members;
  - (f) Junior Members;
  - (g) Term Members;
  - (h) Grand Members;
  - (i) Non-Transferable Ordinary Members
- 6.2 The Committee may create new categories of Members on such terms and conditions as the Committee may determine subject to the approval of the Registrar of Societies. The Committee may also restrict the number of Members of any or all classes and may also close the membership of the Club whenever the Committee may deem necessary.
- 6.3 Except with the written consent of the Committee, no person:
- (a) who is below the age of 21 years shall be a Member, other than a Junior Member; or
  - (b) who has been expelled from the Club or is disqualified from membership under this Constitution, shall be re-admitted as a Member; or
  - (c) who has been disqualified from membership in the Club for any reason, shall be admitted as a Member notwithstanding that he may have purchased a membership from an existing Member;
  - (d) whose admission as a Member was declared null and void or whose previous nomination was withdrawn or lapsed shall be admitted as a Member;
  - (e) who is not residing or registered as an officer of a company with the Registry of Companies or registered as a sole proprietor or as a partner in a partnership with the Registry of Businesses, shall be admitted as a Term Member.

- 6.4 The spouse of Members and such children of Members as are under the age of 21 years and unmarried may on application by the Member be registered as Family Members. Family Members shall be eligible to use the facilities of the Club subject to these Clauses and to any Bye-Laws made or instructions issued under these Clauses and subject to the following conditions :-
- (a) Payment by the Member of such additional monthly subscription as may be determined from time to time under Clause 15 herein;
  - (b) They shall be eligible to use the facilities of the Club but shall not be entitled to vote or hold office in the Club;
  - (c) A Member shall be responsible for all debts due to the Club incurred by his Family Members;
  - (d) They or any one of them shall cease to enjoy all the aforesaid privileges if the Member ceases to be a Member of the Club or if he is no longer a spouse of the Member, or if being a child of a Member he has attained the age of 21 years.
- 6.4 A (1) Such unmarried children of Ordinary Members as are between the ages of 21 and 26 years are eligible for Supplementary Membership, and may, on application by the Ordinary Member, be registered as Supplementary Members. Supplementary Membership shall cease upon the Supplementary Member attaining the age of 26 years. Supplementary Members may use the facilities of the Club subject to these Clauses and to any Bye-Laws made or instructions issued under these Clauses and subject to the following conditions:-
- (a) Payment by the Ordinary Member of a registration fee as may be determined by the Committee from time to time;
  - (b) Payment by the Ordinary Member of such additional monthly subscription as may be determined by the Committee from time to time. The minimum period of subscription shall be six (6) months.
  - (c) All charges and expenditures incurred by a Supplementary Member shall be charged to the account of the Ordinary Member who will be responsible for prompt settlement of all debts due to the Club;
  - (d) A Supplementary Member shall be eligible to use the facilities of the Club but shall not be entitled to vote or hold office in the Club.

(2) A Supplementary Member shall cease to be a Supplementary Member if the Ordinary Member ceases (for any reason) to be a Member of the Club or upon the Supplementary Member no longer qualifying for Supplementary Membership (for example, upon his attaining the age of 26 years) or upon the Ordinary Member terminating the Supplementary Membership, whichever is applicable.

6.5 The total number of voting Members of the Club at any one time shall not exceed Three Thousand Five Hundred (3,500) unless otherwise decided by Members at a General Meeting, provided that such total number shall be progressively increased from time to time by the number of Non-Transferable Members who convert to Ordinary Members, up to a maximum total number of Four Thousand (4,000) voting Members.

## **7. HONORARY MEMBERS**

7.1 The Committee may invite persons distinguished in public life or who have made significant contributions to the Club to be Honorary Members for such period as it shall deem fit.

7.2 An Honorary Member shall not be required to pay any entrance fee or monthly subscription but shall be entitled to enjoy all the facilities of the Club.

7.3 An Honorary Member shall not have the right to vote or hold office as a member of the Committee.

## **8. FOUNDER MEMBERS**

8.1 An Ordinary Member as at the 31st day of July 1983 who does not owe any monies to the Club shall be re-designated and shall be called a Founder Member. A Founder Member shall be entitled to all the rights and privileges of an Ordinary Member, without payment of Entrance Fee but shall pay such monthly subscription as may be determined from time to time under Clause 15 herein.

## **9. LIFE MEMBERS**

- 9.1 All Life Members of the Club as at 31 July 1983 from whom no sums are due to the Club whether by way of unpaid dues, unpaid bills, or otherwise shall be designated as Life Members of the Club. As of 31st July 1983, there shall be no further admission of and no conversion to this category of membership.
- 9.2 A Continuing Life Member shall enjoy all the rights and privileges of an Ordinary Member, including the right to vote and to hold office, but shall not be required to pay any entrance fee or any monthly subscription.
- 9.3 Subject to Clause 16 herein, a Life Member may transfer his membership to any applicant for Ordinary Membership duly approved by the Committee.

## **10. ORDINARY MEMBERS**

- 10.1 Subject to the payment of an entrance fee and to Clause 6.3 herein provided, any person may, at the sole discretion of the Committee, be admitted as an Ordinary Member of the Club.
- 10.2 All Ordinary Members shall pay such monthly subscription as may be determined from time to time under Clause 15 herein.

## **11. CORPORATE MEMBERS**

- 11.1 The Committee may, at its sole discretion and subject to the payment of an entrance fee, admit corporations or partnership firms as Corporate Members.
- 11.2 A Corporate Member shall be entitled to nominate two persons attached to or employed by the Corporate Member as its nominees who shall, subject to and on their acceptance by the Committee, including the payment of a nomination fee in such sum as the Committee may determine from time to time, thereupon be entitled to enjoy the rights and privileges of an Ordinary Member except the right to transfer his membership. The Committee may in its discretion and subject to such terms and conditions as it deems fit including a condition as to payment of an additional or an enhanced nomination fee, permit a Corporate Member to nominate additional persons not exceeding four in number as its nominees. Each nominee shall pay such monthly subscription as may be determined from time to time under Clause 15 herein.

- 11.3 Upon the admission of a Corporate Member, the names of the persons nominated to enjoy the privileges of membership shall be notified forthwith in writing by the Corporate Member to the Honorary Secretary. The name and designation of one of its nominees who is nominated to represent the Corporate Member at General Meetings and who shall have the right to vote at such meetings shall be notified forthwith in writing by the Corporate Member to the Honorary Secretary.
- 11.4 A nominee, whether original or substituted, of a Corporate Member, shall be subject to acceptance by the Committee which shall be entitled at its sole discretion to reject any such nomination.
- 11.5 A Corporate Member may, with the prior written approval of the Committee, be permitted to transfer its membership to any corporation or partnership firm subject to the payment of a percentage of the entrance fee payable by a Corporate Member at the time of such transfer, which percentage shall be determined by the Committee, at its sole discretion, from time to time.
- 11.6 A Corporate Member shall be liable for the payment of all subscriptions, nomination fees and any monies due on the account of its nominee(s) with the Club.

## **12. BLANK CLAUSE**

Clause 12 is intentionally left blank.

## **13. JUNIOR MEMBERS**

- 13.1 Any unmarried child, who is under the age of 21 and above the age of 12, belonging to the family of any Founder, Life or Ordinary Member may, upon the application of the Member to the Club, and at the absolute discretion of the Committee, be admitted as a Junior Member on payment of an entrance fee and subject to such terms and conditions as the Committee may from time to time fix. A Junior Member shall pay such monthly subscription as may be determined from time to time under Clause 15 herein. The Committee shall have the absolute discretion to cancel the admission of any such Junior Member at any time.
- 13.2 A Junior Member ceases to be a Member in this category upon attaining the age of 21 years and will be converted to an Ordinary Member with all rights and privileges of an Ordinary Member.

- 13.3 Subject to Clause 13.7, if the Member upon whose application the Junior Member was admitted, shall cease to be a Member or shall transfer his membership to a new Member, then the Junior Member shall cease to be a Junior Member and such Junior Membership shall not be assignable nor transferable to another person, and unless otherwise decided by the Committee all fees paid in respect of the Junior Membership shall not be refundable.
- 13.4 In the event of the demise of a Junior Member, the Committee may make such provisions as it deems fit for the redemption of such Junior Membership on such terms and conditions as it considers equitable.
- 13.5 A Member who has applied for the admission of his or her child as a Junior Member shall be fully responsible and liable for all debts to the Club incurred by such Junior Member and his guests and the Member shall ensure that the Junior Member and his guests observe all the provisions of the Constitution and Bye-Laws of the Club.
- 13.6 A Junior Member shall not have any voting rights, nor the right to hold office.
- 13.7 A Junior Member shall not cease to be a Junior Member under Clause 13.3 provided that the entrance fee and all other charges for the Junior Member have been paid in full and the reason for the Member ceasing to be a Member is due to any of the following circumstances:-
- (a) the Member's expulsion from the Club by reason of his failure to place his account in credit and he is subsequently adjudged a bankrupt;
  - (b) the Member being adjudged a bankrupt; or
  - (c) the demise of the Member.
- 13.8 In the event that Clause 13.7 is applicable, the following consequences shall take place:-
- (a) All membership rights of the Junior Member shall be suspended until the Junior Member attains the age of 21 years;

- (b) Upon the Junior Member attaining the age of 21 years, the Junior Member will be converted to an Ordinary Member with all rights and privileges of an Ordinary Member provided the Junior Member submits an application in writing to the Committee for lifting of the Junior Member's suspension in accordance with this Clause.
- (c) The application for lifting of the Junior Member's suspension shall be submitted to the Committee within six (6) months of the Junior Member attaining the age of 21 years or such further period as the Committee may in its absolute discretion deem fit, failing which the Junior Member shall cease to be a Junior Member.

13.9 Clauses 13.7 and 13.8 shall not apply to a Junior Member who has ceased to be a Junior Member prior to 24 June 2007 unless such Junior Member shall apply to the Club for reinstatement of the Junior Membership within six (6) months from 24 June 2007 or within six (6) months from the Junior Member attaining the age of 21, whichever is later, and pay an administration fee to be decided by the Committee.

## **13A. TERM MEMBERS**

13A.1 Subject to Clause 6.3 (e) herein provided, any person may, at the sole discretion of the Committee, be elected as a Term Member of the Club for a period as the Committee may decide from time to time but at any period not longer than two (2) years.

13A.2 The Committee shall determine the fee payable by a Term Member from time to time.

13A.3 A Term Member shall not be entitled to transfer his membership. If a Term Member ceases to be a member for any reason whatsoever during the term of his membership, the Committee has the absolute discretion to refund all or none or any portion of the term membership fee to the Term Member as the Committee sees fit on a case by case basis.

13A.4 A Term Member shall not have the right to vote or to hold office but shall be subject to all the provisions of the Constitution and Bye-Laws of the Club.

13A.5 The number of Term Members at any one time shall not exceed five hundred (500).

13A.6 Membership as a Term Member shall be made available to corporations.

- (a) The Committee may admit corporations or partnership firms as Term Members, hereinafter called 'Corporate Term Members'. The provisions of Clause 13A.1 to Clause 13A.5 shall apply with the necessary modifications to Corporate Term Members.
- (b) A Corporate Term Member shall be entitled to nominate one (1) person attached to or employed by the Corporate Term Member as its nominee who shall, subject to and on his acceptance by the Committee, be entitled to enjoy the rights and privileges of an Ordinary Member except the right to transfer the membership and the right to vote at General Meetings. The Corporate Term Member shall pay such subscriptions as may be determined from time to time under Clause 15.
- (c) A nominee of a Corporate Term Member, shall be subject to acceptance by the Committee which shall be entitled at its sole discretion to reject or accept such nomination.
- (d) A Corporate Term Member shall be liable for the payment of all monies due on the account of its nominee with the Club.

## **13B. GRAND MEMBERS**

13B.1 An Ordinary Member may apply to be placed in the Register of Members as a Grand Member provided that he satisfies the following conditions:

- (a) he is 70 years or more in age;
- (b) he has been a member and has been paying the monthly subscription for a continuous period of 25 years;
- (c) he transfers or sells his Ordinary membership prior to his application;
- (d) he has paid up all monies due to the Club.

The Committee may at its sole discretion and subject to such conditions as the Committee may impose, approve the application for placement in the Register of Members as Grand Member.



13B.2 A Grand Member:

- (a) shall pay a monthly subscription of one-half the prevailing subscription rate applicable to an Ordinary Member;
- (b) shall not be eligible to hold office or vote at general meetings;
- (c) shall not be eligible to subsequently transfer or sell his membership including transfer upon death;
- (d) shall maintain a credit deposit and be subject to a spending limit, the amounts of which shall be determined by the Committee from time to time; and
- (e) shall be able to enjoy all the facilities of the Club.

**13C. NON-TRANSFERABLE ORDINARY MEMBERS**

13C.1 Subject to the payment of an entrance fee and to Clause 6.3 herein provided, any person may at the sole discretion of the Committee, be admitted as a Non-Transferable Ordinary Member.

13C.2 The maximum number of Non-Transferable Ordinary Members shall not exceed Five Hundred (500), provided that such maximum number shall be progressively reduced from time to time by the number of conversions to Ordinary Members.

13C.3 The Committee shall determine the entrance fee payable by a Non-Transferable Ordinary Member from time to time. The Committee may permit the Member to pay the entrance fee in instalments.

13C.4 The Committee shall determine the monthly subscription payable by a Non-Transferable Ordinary Member from time to time.

13C.5 A Non-Transferable Ordinary Member shall not be entitled to transfer or sell his membership including the right of transfer of membership upon death under Clause 17.

13C.6 A Non-Transferable Ordinary Member shall not have the right to vote or to hold office.

13C.7 A Non-Transferable Ordinary Member may apply to the Committee to convert his membership to an Ordinary Member with all the rights and privileges of an Ordinary Member upon payment of a conversion fee to be determined by the Committee from time to time. The Committee may in its absolute discretion accept or reject any application for conversion without having to assign any reason thereafter.

13C.8 On the death of a Non-Transferable Ordinary Member, his membership shall thereupon cease, but such cessation shall not affect the liability of such Non-Transferable Ordinary Member to the Club or any monies due to the Club.

## **14. APPLICATION FOR MEMBERSHIP**

14.1 An application for membership shall be made on the prescribed form and shall be accompanied by such payments as may be prescribed and shall comply with all the requirements as the Committee may require. Only persons who have attained the age of 21 years may apply for membership. The Committee shall have the absolute discretion to accept or reject any application for membership.

Upon acceptance as a Member, the name and address of the Member shall be entered in the Register of Members.

14.2 An applicant shall on approval of his application become a Member of the Club and shall thereupon be bound by the Constitution, by the Bye-Laws and by any administrative instructions currently in force.

## **15. ENTRANCE FEE AND SUBSCRIPTION**

15.1 The Entrance Fee shall be determined by the Committee and shall be payable in such manner as the Committee may determine. The Committee may allow the Member to pay the entrance fee in instalments.

15.2 The monthly subscription payable by the various categories of Members (including nominees of Corporate Members) and Absent Members shall be determined by the Committee and shall be payable in such manner as the Committee may determine. The Committee's decisions as to the amount and manner of payment of the monthly subscription shall require a two-third majority of the Members of the Committee present.

- 15.3 The monthly subscription shall be chargeable from a date to be fixed by the Committee and shall thereafter be payable in advance on the first day of each month.
- 15.4 The Committee shall have the power at any time to suspend the monthly subscription payable by any category of Members.
- 15.5 Subject to Clause 15.4, the suspension of any Member pursuant to any provision in this Constitution or in any Bye-Laws of the Club shall not relieve that Member from the obligation to pay the monthly subscription or other fees that may be due in respect of the period for which the Member is suspended.

## **16. TRANSFERABILITY OF MEMBERSHIP**

- 16.1 All Ordinary, Corporate, Life and Founder Members may, subject to the approval of the Committee and payment of all monies due to the Club, transfer their membership to persons who qualify to be Members of the Club, subject to such conditions as the Committee may impose including the payment of any transfer fee. The transferees in Life and Founder Membership transfers shall be designated as Ordinary Members and shall enjoy all the rights and privileges of an Ordinary Member provided for in the Constitution.
- 16.2 The transfer fee shall be an amount to be determined by the Committee at its sole discretion, except that:
  - (i) no transfer fee is payable in the case of:
    - (a) a parent transferring his membership to his son or daughter,
    - (b) a Member transferring his membership to his spouse, and
    - (c) a grandparent transferring his membership to his grandchild;
  - (ii) one-half of the prevailing transfer fee shall be payable in the case of a transfer of membership between siblings.
- 16.2A The transfers referred to in Clause 16.2 (“Exempted Transfer”) above shall be subject to payment of an administrative fee the amount of which shall be determined by the Committee at its sole discretion.

16.2 B The exemptions referred to in Clause 16.2 above will also be applicable in the case of any transfer (meeting the specific criteria) which takes place subsequent to an Exempted Transfer.

16.3 The Committee may in its absolute discretion accept or reject any application for conversion or for transfer of membership without having to assign any reasons.

## **17. TRANSFER OF MEMBERSHIP UPON DEATH**

17.1 On the death of a Founder Member, Life Member or Ordinary Member, the Committee may transfer his membership to his spouse, next of kin, or where the deceased has so nominated in writing prior to his death his nominee, provided that such prospective transferee shall:

- (a) apply in writing to the Committee for transfer within twenty-four (24) months of the date of death of the deceased Member;
- (b) satisfy the Committee of his/her relationship with the deceased Member or that he/she is the person nominated by the deceased Member;
- (c) have attained the age of 21 years;
- (d) be duly approved by the Committee to be a Member;
- (e) pay all monies due from the deceased Member to the Club as at the date of death; and
- (f) pay an administrative fee the amount of which shall be determined by the Committee at its sole discretion.

17.2 Where there are more than one applicant, the nomination of the deceased Member made prior to his death (if any) shall be given paramount consideration, or, if there is no nominee, the person who is the closest next of kin of the deceased Member and who satisfies all the aforesaid conditions shall have priority.

- 17.3 Where the next of kin or nominee is under the age of 21 years the membership may be held in trust for such person by the deceased Member's legal representative, executor or administrator until he attains the age of 21 years or, if in the opinion of the legal representative, executor or administrator, it is expedient or necessary or in the interest of such person to transfer the membership, the same may be transferred to any applicant duly approved by the Committee, provided that :
- (a) the legal representative, executor or administrator acts in the interest and for the benefit of such person; and
  - (b) such person or the prospective transferee complies with all the requirements as stipulated in Clause 16.1 herein
- 17.4 Notwithstanding the category of membership of the deceased Member, the approved transferee shall, upon admission, be an Ordinary Member.

## **18. CESSATION OF MEMBERSHIP**

- 18.1 Unless the Committee decides otherwise, any Member :-
- (a) who has been convicted of any offence involving drugs, violence or dishonesty or shall suffer imprisonment for any period whatsoever; or
  - (b) who becomes an enemy alien; or
  - (c) who has been expelled from the Club; or
  - (d) who has been adjudicated bankrupt as from the date of such adjudication or makes a composition or arrangement with his creditors; or
  - (e) who leaves the country to escape criminal proceedings;
- shall cease to be a Member of the Club.
- 18.2 A Member on ceasing to be a Member shall forfeit all rights to the Club, its property and its funds, and shall if he holds transferable membership forfeit his right to transfer his membership. He shall continue to be liable for any monies due to the Club.
- 18.3 A Member who ceases to be a Member under this rule shall not thereafter be eligible to be a candidate for membership of the Club.

18.4 This Clause applies mutatis mutandis to nominees of Corporate Members.

## **19. CESSATION OF MEMBERSHIP ON DISSOLUTION**

19.1 In the event a Corporate Member is wound up, liquidated or dissolved, whether voluntarily or otherwise, its membership shall thereupon cease, but the winding up, liquidation or dissolution shall not affect the liability of such Member to the Club or any monies due to the Club.

## **20. RESIGNATION**

20.1 A Member may at any time by giving notice in writing to the Secretary resign his membership of the Club, but shall continue to be liable for any subscription or other debt due and not paid at the date of his resignation. Any such Member having discharged all his liabilities to the Club and wishing to rejoin may make fresh application in accordance with this Constitution.

## **21. ABSENT MEMBERS**

21.1 A Member who is normally resident in Singapore and who intends to leave Singapore temporarily for a continuous period of not less than three (3) months and who wishes to be placed on the List of Absent Members may apply to be so placed in writing to the Secretary before the Member leaves Singapore.

21.2 The Committee may, at its sole discretion, approve such application provided the Member has paid up all monies due to the Club.

21.3 A Member shall remain on the Club's List of Absent Members as long as he keeps his account in credit. A Member shall be placed on the List of Absent Members for a continuous period not exceeding twelve (12) months.

21.4 If the Member shall leave Singapore for a continuous period exceeding twelve (12) months, the Committee may delete the Member's name from the List of Absent Members unless an application to continue to be placed on the List of Absent Members is made in writing to the Secretary before the expiry of the period previously approved by the Committee for the Member to be placed on the List of Absent Members. The Committee may, at its sole discretion, approve such application provided the Member has paid up all monies due to the Club.

- 21.5 An Absent Member shall pay such subscription as may be determined from time to time under Clause 15 herein but shall be liable for the full subscription for the month in which he leaves and the month in which he returns. An Absent Member's subscription for the period during which he is placed on the List of Absent Members (including the month in which he leaves and the month in which he returns) shall be payable in advance.
- 21.6 The spouse and children and Supplementary Members of an Absentee Member shall not be entitled to use the facilities of the Club during the period of the Member's absence unless they are themselves Members in their own right.
- 21.7 The Secretary shall be notified immediately in writing once the Member returns to Singapore and the Member shall resume payment of the full subscription with effect from the month in which he returns.

## **22. GUESTS**

- 22.1 Any Member or his spouse who is a Family Member or his child/children who is/are Supplementary Members or a Junior Member who is above the age of eighteen (18) years may introduce guests to the Club. A Member may authorise a family member, below the age of twenty-one (21) years, on the prescribed form, to introduce guests to the Club. A guest may enjoy all the facilities of the Club and shall be governed by the Constitution and Bye-Laws of the Club and any instructions currently in force; provided that any guest using such facilities shall pay such fees and shall comply with such terms and conditions as may be prescribed by the Committee.
- 22.2 When a Member or his spouse who is a Family Member or his child/children who is/are Supplementary Members or a Junior Member who is above the age of eighteen (18) years or a family member of a Member authorised by that member introduces a guest, the Member or family member shall be responsible for any debt to the Club incurred by such guest and for the observance by such guest of the Constitution and Bye-Laws of the Club. It is the duty of the introducer to acquaint the guest as to whether there are any restrictions against the use of any one or more of the Club's facilities by guests.
- 22.3 The Committee may at any time withdraw the privileges of the Club from any guest notwithstanding Clause 22.1 of this Constitution or may impose additional conditions subject to which the guest shall continue to enjoy the privileges of the Club.

## **23. RESERVATION OF CLUB PREMISES**

- 23.1 The Committee may at any time and from time to time by notice reserve the whole or any part of the Club premises for any purpose whatsoever for such period and subject to such provisions and limitations as to entry thereon whether by Members or any other person or class of persons and whether upon terms of payment or otherwise as the Committee deems fit.
- 23.2 The Committee may at any time allow any part of the Club premises to be used for a guest function by any Member subject to such conditions as the Committee may determine.

## **24. GENERAL COMMITTEE**

- 24.1 The Club shall be managed by a Committee which shall consist of the following :-
- (a) President
  - (b) Vice-President
  - (c) Honorary Secretary
  - (d) Honorary Treasurer
  - (e) Assistant Honorary Secretary
  - (f) Assistant Honorary Treasurer
  - (g) not more than 7 Committee Members
- 24.2 All the Members of the Committee:-
- (a) shall be elected by Members at an Annual General Meeting. Any member who has been found guilty by the Disciplinary Committee and suspended for a period exceeding three (3) months shall not be eligible to serve or to be elected or nominated to serve on the Committee, for a minimum period of two years from the end of the period of suspension or such longer period as the Committee may decide;
  - (b) shall hold office for a term of two (2) years, unless they vacate office before expiry of such terms of office;
  - (c) shall be eligible for re-election except that the President shall not be re-elected to the same position for a third consecutive term and that the Honorary Treasurer and Assistant Honorary Treasurer shall not be re-elected to the same or related position for a third consecutive term;



- (d) shall not be eligible to be elected to or to be nominated to serve on the Committee unless each is a citizen or permanent resident of Singapore; and
- (e) except for the 7 Committee Members under Clause 24.1 (g) above, shall be Founder Members or Life Members, or shall have been Ordinary Members of the Club for at least six (6) months prior to the date of their election.

24.3 Should any member of the Committee vacate office during his term of office, whether by resignation or upon his demise, the Committee may, at its sole discretion, by appointment fill the resulting vacancy until the next election of the Committee EXCEPT in the case of the President, Honorary Secretary, and Honorary Treasurer, the Vice-President, Assistant Honorary Secretary and Assistant Honorary Treasurer shall automatically assume the respective posts vacated.

## **25. MEETINGS OF THE COMMITTEE**

- 25.1 The Committee shall meet as and when necessary but in any case not less than once in every two (2) months.
- 25.2 The Committee may also meet at other times at the discretion of the President, or of the Secretary, or on the requisition of not less than three (3) members of the Committee.
- 25.3 At all Committee meetings, the President, or in his absence, the Vice-President, or in the absence of the President and Vice-President, a member elected from among those present, shall take the chair. The Chairman of the meeting shall have a casting vote.
- 25.4 No less than half the members of the Committee shall form a quorum.
- 25.5 The proceedings of the Committee shall not be deemed to be invalid on the ground that a person not entitled to do so attended or participated in discussions at a meeting of the Committee.
- 25.6 Any member of the Committee who absents himself from three (3) consecutive meetings of the Committee, without providing reasons acceptable to the Committee, shall cease to be a member of the Committee.

## 26. POWERS OF THE COMMITTEE

26.1 The Committee:

- (a) shall be responsible for the discipline of office-bearers and shall be governed by a code of conduct as specified in Schedule I hereto;
- (b) is empowered after proper enquiry by an independent inquiry panel comprising general members, to remove from office any office-bearer guilty of serious misconduct, failure to observe the code of conduct amounting to conduct prejudicial to the interests of the Club;
- (c) is responsible to see that the decisions of the General Meetings are carried out;
- (d) may authorise the Executive Committee to examine all applications for memberships and approve them if found fit;
- (e) may deprive any member of the privileges of membership pursuant to Clause 18.1;
- (f) is responsible for the progress of all Sub-Committees and the general welfare of the Club;
- (g) is to oversee, guide and advise the respective department heads in the organising of daily activities of the Club. It shall not act contrary to the expressed wishes of the General Meetings without prior reference to it and shall always remain subordinate to the General Meetings.
- (h) is responsible for laying down general policies of the Club.
- (i) is to act in the interest of the Club in whatever manner it deems fit.

26.2 The Committee shall have full power to make, amend or repeal the Bye-Laws regulating the affairs of the Club and to determine all questions relating to the Club and all questions arising out of or not covered by this Constitution and its decision shall be final and binding on all Members, unless they are varied at a general meeting.

26.3 Without prejudice to the generality of Clause 26.2, the Honorary Treasurer and Assistant Honorary Treasurer shall direct and have the responsibility to maintain proper accounts and records of transactions and affairs of the Club to show and explain all the Club's transactions and to disclose, with reasonable accuracy, the financial position of the Club at any time and to comply with the requirements prescribed by law.

- 26.4 The accounts of the Club shall be audited by an approved company auditor approved by the Committee and appointed at the Annual General Meeting, in accordance with the requirements prescribed by law and the Regulations under the Societies Act. No partners or employees of the firm of the approved company auditor shall be eligible to sit on the Committee or any Sub-Committee of the Club.
- 26.5 The Committee may appoint a Sub-Committee or Sub-Committees to be constituted as the Committee thinks fit and may appoint from its Committee respective Chairperson of the appointed Sub-Committee or Sub-Committees, and delegate to such Sub-Committee or Sub-Committees such part of its duties or powers as the Committee deems fit.
- 26.6 The Committee may appoint a Disciplinary Committee from among the Club members comprising a Chairman from the Committee, and not less than two (2) members, either from the Committee or the general membership.
- 26.7 The Sub-Committees and the Disciplinary Committee shall periodically or as directed report to the Committee and shall conduct their business in accordance with the directions of the Committee.
- 26.8 Subject to Clause 26B.3, the Committee shall have full power to lease, hire, rent, purchase and sell (other than fixed immovable assets) all machinery, equipment, furniture and to incur all necessary expenditure in connection with the upkeep and maintenance of the Club and its facilities and the sporting activities of the Members up to a maximum of Dollars One Hundred Thousand (\$ 100,000.00) for any single item.
- 26.9 Any expenditure exceeding this amount whether for the purpose stated above or otherwise shall require the specific approval of the Control Committee.
- 26.10 (a) The Committee may from time to time raise or borrow for the purposes of the Club such sums of money as it thinks fit provided the sum is approved by the Control Committee, and for this purpose the Honorary Treasurer shall be empowered to execute all documents relating to such loans.
- (b) The specific authorisation of Members at a General Meeting shall be obtained before any document relating to such loan exceeding S\$500,000.00 per annum is executed.

- 26.11 Without prejudice to the powers of the Committee under Clause 26.2 herein the Committee may appoint and employ a General Manager and other staff on such terms and conditions as it deems fit and may similarly remove such staff from the Club's employment. All Committee Members shall be excluded from accepting office as paid employees of the Club during their terms as such Member. The General Manager shall be empowered by the Committee to represent the Committee on such matters.
- 26.12 The Committee shall have full power to prescribe Bye-Laws for the regulation of the Club's affairs in conformity with the Constitution and for the better conduct and management thereof.
- 26.13 The Committee shall have all such other administrative powers as may be necessary for properly carrying out the objects of the Club in accordance with the Constitution.
- 26.14 Without prejudice to the generality of Clauses 26.2 and 26.5, and subject to the restrictions in Clause 26.15, the Committee shall have the power to:
- (a) invest the cash reserves of the Club and to direct the Trustees of the Club to invest the cash reserves of the Club; and
  - (b) at any time or times to sell or convert or call in any investments or to transpose the same into any other investments.
- 26.15 The powers of the Committee set out in Clause 26.14 shall be limited to and subject to the following restrictions:
- (a) The cash reserves of the Club may only be invested in fixed deposits accounts, bonds and guaranteed capital funds. For the purposes of this Clause 26.15, a guaranteed capital fund shall be an investment fund whereby the principal sum is guaranteed upon the fund's maturity period;
  - (b) The total investments of the Club's cash reserves in bonds and guaranteed capital funds in a financial year shall not exceed 30% of the total cash reserves of the Club as set out in the Club's accounts of the preceding financial year;

- (c) The cash reserves of the Club placed in fixed deposits must be put in fixed deposit accounts with banks licensed under the Singapore Banking Act or any other financial institutions approved by the Monetary Authority of Singapore;
- (d) The bonds which the Club can invest in must be issued by the Singapore Government or any other Singapore statutory board or statutory body.
- (e) The Committee shall not invest the cash reserves of the Club in any bonds or guaranteed capital funds issued by a single entity, whether corporate or otherwise, in a sum exceeding S\$500,000.00 or its equivalent in foreign currency, without the written authorization of the Control Committee.

## **26A. ANNUAL BUDGET**

26A.1 The Committee shall be responsible for directing the preparation of, and ensuring the implementation of, the annual budget (“Budget”) in accordance with the principles set out in this Clause 26A.

### **26A.2 Financial Prudence**

The Committee shall manage the finances of the Club prudently. Without limiting the generality of the foregoing, the Committee shall ensure that:

- (a) the budgeted Operating Expense (excluding Depreciation and Amortisation of assets) shall not exceed the budgeted Operating Income;
- (b) any shortfall in the Operating Income in meeting the Operating Expense shall be overcome through cost-cutting and revenue generation measures;
- (c) Non-Operating Income shall be deposited into the Financial Reserve;
- (d) 10% of the Club’s Net Operating Surplus (before Depreciation and Amortisation) shall be deposited into the Financial Reserve, and balance shall be used as Working Capital;
- (e) recourse to the Financial Reserve may only be made in accordance with Clause 26C; and

- (f) the Club’s Working Capital is reviewed annually and any excess shall be deposited into the Financial Reserve.

## **26B. CAPITAL EXPENDITURE**

26B.1 Without prejudice to Clauses 26.9, 28.4 and 28.5, the Committee shall prioritize all requested Capital Expenditure as either “Priority-1”, “Priority-2”, “Priority-3” or “Priority-4” (which are in descending order of priority), according to the following matrix (“Capital Expenditure Prioritization Matrix”):

	Critical	Not Critical
Urgent	Priority-1	Priority-3
Not Urgent	Priority-2	Priority-4

In the Capital Expenditure Prioritization Matrix:

- (a) “Critical” means Capital Expenditure which is necessary for the Club’s business to be able to continue, or which is expected to contribute to a significant increase in the Club’s income;  
and
- (b) “Urgent” means Capital Expenditure which is necessary within the next 12 months or the return on investment will breakeven within 12 months of expense.

26B.2 Subject to Clause 26B.3, without prejudice to Clauses 26.9, 28.4 and 28.5, the Club’s Capital Expenditure may be satisfied out of the Financial Reserve.

26B.3 Without prejudice to Clause 28.5, if, and from such time, the amount standing in the Financial Reserve (“Financial Reserve Balance”) falls below the Minimum Financial Reserve Threshold (as defined below), and until such time the Financial Reserve Balance exceeds the Minimum Financial Reserve Threshold by S\$500,000, only Capital Expenditure requests which are ranked “Priority-1” by the Committee may be satisfied out of the Financial Reserve.

## **26C. FINANCIAL RESERVE**

### **26C.1 Establishment of Financial Reserve**

There shall be a financial reserve (“Financial Reserve”):

- (a) out of which the Club’s Capital Expenditure may be satisfied (subject to and in accordance with Clause 26B); and
- (b) out of which the Club’s Operating Expenses may be satisfied in the event of a Crisis (subject to and in accordance with this Clause 26C).

### **26C.2 The Financial Reserve shall be funded from:**

- (a) Non-Operating Income (in accordance with Clause 26A.2(c));
- (b) 10% of the Club’s Net Operating Surplus (in accordance with Clause 26A.2(d)); and
- (c) excess of Working Capital in accordance with Clause 26A.2(f).

26C.3 The provisions in Clause 26C shall be without prejudice to Clauses 26.14 and 26.15.

26C.4 There shall be a minimum threshold amount which is to be maintained in the Financial Reserve (“Minimum Financial Reserve Threshold”).

26C.5 Subject to Clause 26C.6, the Minimum Financial Reserve Threshold for a financial year shall be the estimated value of the Crisis Annual Operating Expense net of Uninterrupted Operating Income.

26C.6 The Minimum Financial Reserve Threshold for a financial year shall not be lower than the Minimum Financial Reserve Threshold in any preceding financial year.

### **26C.7 Use of Financial Reserve in the event of Crisis**

The Club’s Operating Expenses may be satisfied out of the Financial Reserve, from such time when a Crisis (as defined below) is declared by the Committee until the earlier of the expiry of:

- (a) 12 months from the date of declaration of the Crisis; or
- (b) 2 months after such time when the Club's monthly business turnover meets or exceeds 80% of the preceding year's monthly business turnover for the same month, and the Club has sufficient Working Capital to meet its Operating Expenses for a month.

26C.8 The Club's management shall submit a report detailing the Operating Expenses satisfied out of the Financial Reserve to:

- (a) the Committee, Auditor and each Trustee, within 3 months from the date of Cessation of Crisis; and
- (b) each Member resident in Singapore by circular within 4 months from the date of Cessation of Crisis.

#### 26C.9 Declaration of Crisis

If the Club's Operating Income is insufficient to meet its Operating Expense due to external causes which are not within Management's control (such as Acts of God, epidemics and terrorism) ("Crisis"), the Committee may declare a Crisis in accordance with Clauses 26C.10 and 26C.11.

26C.10 A Crisis can only be declared with the assent of the majority of Members of the Committee.

26C.11 At the request of the General Manager, a meeting of the Committee shall be convened to decide whether to declare a Crisis. Notwithstanding any provision to the contrary in Clause 25, a physical meeting of the Committee to decide whether to declare a Crisis may be dispensed, and the Members of the Committee may vote on whether to declare a Crisis via electronic mail.

26C.12 Where the Crisis is one which is anticipated to last longer than 12 months, or such period of time beyond which the amount standing in the Financial Reserve will no longer be able to satisfy the Club's Capital Expenditure and Operating Expenses, the Management shall implement cost-cutting measures in the Budget to reduce the Operating Expense of the Club (whether by means of reducing the Club's manpower, the suspension of any of the Club's business or operations, or otherwise) to such extent as to enable the Club's Operating Expense to be satisfied by the Club's Operating Income.



## **27. TRUSTEES**

- 27.1 The Committee may appoint Trustees, not exceeding three (3) in number and not less than two (2) from among the Ordinary, Life and Founder Members of the Club. The Trustees shall hold office for life unless some other period is determined in each case by a General Meeting.
- 27.2 All the properties of the Club shall vest in the Trustees and, if less than three (3) in number, in the survivors or survivor thereof.
- 27.3 The Trustees while holding office as Trustees shall not be eligible to be elected or appointed to or to hold office in the Committee, but shall not be precluded from attending any meeting of the Committee at their own discretion.
- 27.4 The Trustees shall be entitled to act in all dealings with the landed properties of the Club as evidenced by true copies of resolutions passed at General Meetings, such true copies to be certified as correct by the President, Vice-President and, Secretary of the Club.

## **28. CONTROL COMMITTEE**

- 28.1 There shall be a Control Committee comprising the Trustees, the President and the Honorary Secretary of the Club.
- 28.2 The Control Committee shall have the power from time to time and at any time at its discretion :-
- (a) to call for and inspect the books of accounts and other documents of the Club;
  - (b) to call up, interview and record statements from any Member or employee of the Club;
  - (c) to make recommendations and to give suggestions to the Committee pertaining to the finances of the Club and the conduct of the Club's financial affairs, including acquisition, use and disposition of fixed assets; and
  - (d) to disapprove any decisions of the Committee inconsistent with any recommendations and suggestions tendered under Clause 28.2 (c) above, in which event such disapproval shall prevail unless varied by the Control Committee or by a General Meeting of the Club.

- 28.3 The fixed immovable assets of the Club including the clubhouse shall not be sold, mortgaged, sub-divided, disposed of or otherwise dealt with without the approval of at least 75% of the Members voting at a General Meeting.
- 28.4 Without prejudice to the powers of the Committee under the Constitution, but subject to Clause 26B.3, the Control Committee shall have the power to approve any Capital Expenditure provided that such Capital Expenditure, for each financial year shall not exceed Singapore Dollars Three Million (S\$3,000,000.00).
- 28.5 Any expenditure exceeding Singapore Dollars Three Million (S\$3,000,000.00) can only be approved by a Resolution to that effect passed by any affirmative vote of not less than fifty per cent (50%) of the Members of the Club present and entitled to vote at an Annual General Meeting or at an Extraordinary General Meeting of the Club.
- 28.6 The Control Committee shall not be dissolved nor its composition changed except by resolution to that effect passed by an affirmative vote of not less than fifty per cent (50%) of the Members of the Club present and entitled to vote at an Annual General Meeting or at an Extraordinary General Meeting of the Club.

## **29. ANNUAL GENERAL MEETING AND MATTERS TO BE DISCUSSED**

- 29.1 The Annual General Meeting of the Club shall be held each year not later than in the month of June at such time and place as the Committee may determine for the following purposes :-
- (a) To receive the Annual Report and pass the Accounts for the preceding financial year;
  - (b) To elect members of the Committee;
  - (c) To appoint Auditors for the ensuing year;
  - (d) To transact any other business of which 7 clear days' notice has been given in writing to the Secretary.

### **30. EXTRAORDINARY GENERAL MEETING**

- 30.1 The Committee shall call an Extraordinary General Meeting whenever the Committee considers it necessary, and shall be bound to do so on receipt of a requisition signed by not less than one hundred Members who shall state thereon the purpose for which they desire the meeting to be called.

### **31. NOTICE OF GENERAL MEETING AND QUORUM**

- 31.1 Notice of every General Meeting setting forth the agenda for discussion at such General Meeting shall be sent to each Member resident in Singapore fourteen clear days before the date of the meeting by post or circular and shall be posted on the Club Notice Board for the same period.
- 31.2 In any General Meeting, a tenth of the voting Members present or One Hundred (100) Members whichever is lesser, shall form a quorum provided that if within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened by the requisition of Members shall be dissolved. In any other case, the Members present shall be a quorum, but they shall have no power to alter, amend or make additions to any of the existing rules.
- 31.3 Not less than three quarters of the Members who requisitioned for a general meeting must be present at such a meeting requested by them otherwise the President may order that such a meeting be cancelled even though a quorum is present.
- 31.4 The President, or in his absence, the Vice-President, or in the absence of the President or Vice-President, a Member of the Committee shall take the chair.
- 31.5 The Chairman shall have the power to exclude a Member from the meeting if the latter misbehaves or disrupts the meeting.

### **32. THE RIGHT TO VOTE**

- 32.1 Only Founder Members, Life Members, Ordinary Members and, subject to Clause 11.3, nominees of Corporate Members shall have the right to vote at any General Meeting of the Club. At all General Meetings, the Chairman shall have a casting vote.

### **33. MEMBERS' ACCOUNT**

- 33.1 The account of each Member with the Club shall be kept as directed by the Secretary or Treasurer and each Member of the Club shall keep his account in credit.
- 33.2 The Committee may require Members to place a deposit with the Club in a sum not exceeding in the aggregate a year's subscription provided that in any special case the Committee may require a deposit in excess of a year's subscription.
- 33.3 Should any Member's account not be in credit, the Secretary or Treasurer may after due notification has been given, withdraw the privileges of the Club until credit has been established.
- 33.4 No Member who has been notified that his account is in debit can enter for or take part in any Club competition or in any inter-Club match or vote at any meeting so long as his account is in debit.
- 33.5 If any Member fails to place his account in credit within fourteen (14) days after notice from the Secretary or Treasurer, the Secretary or Treasurer shall give him a notice by registered post stating unless his account is placed in credit within a further period of fourteen (14) days, his name will be posted on the Club Notice Board as a defaulter.
- 33.6 If the Member fails to place his account in credit after the said fourteen (14) days, the Secretary or Treasurer shall list his name on the Club Notice Board as a defaulter.
- 33.7 If the Member fails to place his account in credit within the said fourteen (14) days of his name being posted as a defaulter, the Secretary or Treasurer shall seek the approval of the Committee to expel him.
- 33.8 A Member who ceases to be a Member under this rule shall not thereafter be eligible to be a candidate for membership of the Club and shall not be introduced as a guest into the Club unless with the approval of the Committee.
- 33.9 Such Member if he holds transferable membership shall forfeit his right to transfer his membership.

### **34. CLUB PROPERTY**

- 34.1 No Member or his guests shall take away or remove, or permit to be taken away from the Club premises under any pretence whatever or damage or destroy any property of the Club. If a Member or his guests offend against the rule, the Member who or whose spouse introduces him shall, pay the costs of replacement and/or repairs and in addition be subjected to such disciplinary action as the Committee may think fit.

### **35. PROHIBITIONS**

- 35.1 Gambling of any kind is forbidden on the Club premises. The introduction of materials for drug taking and of bad or doubtful characters into the premises is prohibited.
- 35.2 Notwithstanding the provisions of Clause 35.1 above, jackpot machines may be installed in the premises and tombola sessions may be conducted with the specific approval of the Committee and the relevant government authorities.
- 35.3 The funds of the Club shall not be used to pay the fines of Members who have been convicted in Court.
- 35.4 No Member shall borrow in the name of, or pledge the credit of, the Club.
- 35.5 The Club shall not attempt to restrict or in any other manner interfere with trade and prices or engage in any trade union activity as defined in any written law relating to trade unions for the time being in force in Singapore.
- 35.6 The Club shall not indulge in any political activity or allow its funds and/or premises to be used for political purposes.
- 35.7 No Member shall reprimand or falsely accuse or defame a Committee member or a Club staff. If a Member has any cause for complaint against a Committee member or a Club staff, he shall communicate the same to the Committee in writing.
- 35.8 No Member shall give the address of the Club in any advertisement, or use the Club's address for business purposes.

35.9 Without the sanction of the Committee :-

- (a) no advertisement, circular, paper, notice, placard or banner, written, printed or otherwise produced, shall be exhibited or put up in the Club premises, or in any way brought to the notice of Members.
- (b) no animals, including birds, mammals, reptiles and pets, shall be brought into the Club premises.
- (c) no food or drink shall be brought into the Club premises.
- (d) no radios, gramophones, tape recorders, whistles, musical instruments, loud hailer and other appliances capable of emitting noise shall be brought into the Club premises.
- (e) no activity which may be or become a nuisance or cause annoyance to users of the Club or its facilities shall take place on or near the Club premises.

## **36. NOTICES**

- 36.1 No paper, notice, placard or advertisement, written or printed shall be put up in the Clubhouses without the sanction of the Secretary.
- 36.2 Every Member shall communicate any change of address to the Secretary. Such address shall be inserted in the Register of Members.
- 36.3 A notice to any Member sent by post to his address in the Register of Members shall be deemed to have been duly delivered on the date following the date of posting.

## **37. BYE-LAWS**

- 37.1 The Committee may prescribe Bye-Laws relating to the conduct of Members, the use of the Club's recreational facilities and the conduct of games.

## 38. DISCIPLINE

- 38.1 Where a Member is alleged to have acted in any way prejudicial to the interests of the Club or of its Members or to have contravened the provisions of any Clause of the Constitution or a Bye-Law of the Club :-
- (a) The matter may be dealt with by any member of the Disciplinary Committee, or by the Disciplinary Committee;
  - (b) where the matter is dealt with by a member of the Disciplinary Committee, the penalty which that member can impose shall not exceed three (3) months' suspension of membership rights;
  - (c) where the matter is dealt with by the Disciplinary Committee, the Disciplinary Committee may impose such penalty including expulsion as it deems appropriate;
  - (d) in each of the cases above, if the member of the Disciplinary Committee or the Disciplinary Committee considers in its opinion (i) that there is sufficient evidence and (ii) the allegations are of sufficient gravity to justify calling on the Member to answer any charge against him, a notice in writing shall be given to the Member informing him of the charge made against him and calling on him to attend before the member of the Disciplinary Committee or the Disciplinary Committee as appropriate for the purpose of answering the charge. Such notice shall be not less than seven (7) days. At the hearing, the Member concerned shall have the right to be heard in person in his own defence. If such Member refuses, omits or neglects to attend the hearing, in answer to the notice calling upon him to do so, the member of the Disciplinary Committee or the Disciplinary Committee may nevertheless proceed in his absence;
  - (e) an appeal shall lie from the decision of the member of the Disciplinary Committee or the Disciplinary Committee to the Committee which may affirm, vary or set aside the decision. A Member who wishes to appeal to the Committee shall do so in writing within one (1) week of the decision by the member of the Disciplinary Committee or the Disciplinary Committee. No appeal shall lie from the decision of the Committee to any other meeting or to any court of law.
- 38.2 A Member whose membership rights are suspended shall have his name posted on the Club Notice Board with such accompanying details concerning his suspension as the Management deems fit to publish.

- 38.3 A Member who ceases to be a Member under this rule shall not thereafter be eligible to be a candidate for membership of the Club.
- 38.4 The conduct or action of any nominee of a Corporate Member shall be deemed to be the conduct or action of the Corporate Member and the powers of suspension conferred by this Clause if exercised against a Corporate Member may be exercised against the nominee of the Corporate Member such that the nominee may be suspended for any period of time or permanently. Clause 38.2 shall apply mutatis mutandis to nominees of Corporate Members.

### **39. DISSOLUTION**

- 39.1 The Club may be dissolved only by a resolution of a General Meeting of the Club convened in accordance with the provisions of this Constitution.

Provided always that :-

- (a) the quorum for such a Meeting shall not be less than eighty percent (80%) of the Members of the Club for the time being resident in Singapore and entitled to vote; and
- (b) the resolution proposing such dissolution is supported by not less than seventy-five percent (75%) of those present at the Meeting.
- 39.2 In the event of the Club being dissolved as provided above, all debts and liabilities legally incurred on behalf of the Club shall be fully discharged and the remaining funds and all properties realised shall be disposed of as decided at the General Meeting of Members.

Provided always that all monies earned or identified as income or profit from the use of fruit machines or any other approved private lottery as defined in the Private Lotteries Act (Cap. 143) with any statutory modification or re-enactment for the time being in force, after all debts and liabilities legally incurred on behalf of the Club and as approved by the Commissioner of Estate Duties have been fully discharged, shall be donated to approved charities in Singapore as shall be decided by that Meeting.

- 39.3 Notice of dissolution shall be given within seven (7) days of the dissolution, to the Registrar of Societies.



#### **40. AMENDMENT TO CONSTITUTION**

- 40.1 The provisions of this Constitution shall not be added to, altered, deleted or otherwise amended except at a General Meeting, and such amendments shall not come into force without the prior sanction of the Registrar of Societies.
- 40.2 The prior consent of the majority of the Trustees shall be required for any alteration, deletion or other amendment to Clauses 26A, 26B, 26C and 40 to be tabled at a General Meeting for approval.

**SCHEDULE ONE**  
**CODE OF CONDUCT FOR GENERAL COMMITTEE MEMBERS**

1. To serve with integrity, dedication and loyalty and at all times promote teamwork and respect for fellow Committee Members.
2. Not to take advantage of the position as a General Committee Member for self-interest in dealing with the affairs of the Club.
3. Not to advocate or champion the interest of a minority which is prejudicial to the overall interest of the Club.
4. To maintain cohesiveness and support for the General Committee's decisions at all times and not criticise the Committee's decisions made through consensus outside the meeting and maintain confidentiality.
5. To express views and opinions freely at all General Committee meetings without reservations and undue pressure and influence from other members of the Committee.
6. Not to instigate any member(s) to petition or complain to the General Committee on any matter relating to the Club or membership.
7. To maintain exemplary conduct in the Club and not act in any way prejudicial to the good image and reputation of the General Committee or the Club.
8. Not to seek special privilege(s) not enjoyed by Ordinary Members of the Club unless approved by the General Body or the General Committee.
9. When formulating policies and decisions at General Committee meetings, declare any self-interest in any matter discussed at the meeting.
10. To refrain from criticising and identifying any Committee Member(s) for the position taken by that Committee Member at the meeting, as well as the disclosure or circulation of any correspondence of Club matters concerning the Committee Members, to external parties.
11. Not to accept or participate in rumours but seek to clarify the truth or accuracy of any statement made by any member which is prejudicial to the good image of the General Committee or the Club.
12. To be punctual always and attend all meetings regularly except when there is reasonable excuse.



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