



CONSTITUTION

Updated 16 July 2024
Incorporates amendments passed up to
and including Annual General Meeting 30 June 2024.

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;

“Office-bearers” means the President, Vice-President, Honorary Secretary, Honorary Treasurer, Assistant Honorary Secretary and Assistant Honorary Treasurer;

“Elected member” means a member of the General Committee who is elected at an Annual General Meeting or Extraordinary General Meeting;

“General Meeting” means either an Annual General Meeting or an Extraordinary General Meeting.

“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.

“Voting members shall mean members who are Founder, Life and Ordinary members of the Club, and Corporate nominees defined under Clause 11.3 (b).

“Budget” shall have the meaning ascribed to it in Clause 31.1;

“Capital Expenditure Prioritization Matrix” shall have the meaning ascribed to it in Clause 32.1;

“Crisis” shall have the meaning ascribed to it in Clause 33.9; “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.

“Financial Reserve” shall have the meaning ascribed to it in Clause 33.1;

“Financial Reserve Balance” shall have the meaning ascribed to it in Clause 32.3;

“The Minimum Financial Reserve Threshold” means the minimum threshold amount in the Financial Reserve of the Club.

“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, shared facilities business, and such other sources of Income as the Committee may decide;

“Shared facilities 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.

“Accounting entity” means a public accountant, an accounting corporation, an accounting firm or an accounting limited liability partnership as defined in the Accountants Act, Chapter 2.

- 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” and “Income” shall bear the meaning as used in general accounting practice and adopted by the Committee from time to time.
- 1.4 In this Constitution and in any Bye-Laws hereunder, unless the context otherwise requires:

For the purposes of Clause 31.2 (and the sub-clauses thereunder)

“Net Operating Deficit” shall mean the Operating Expenses (before Depreciation and Amortisation) exceeding the Operating Income for any Financial Year;

“Working Cashflow Balance” shall mean all the cash and cash equivalents, including fixed deposits of not more than 6 months held in the name of the Club which are not part of the Financial Reserve;

“Working Cashflow Required” shall mean the cash and monies required by the Club at any point of time to meet its day-to-day operations and expenses as determined by the General Committee annually with the approval of the Control Committee based on the audited Financial Statements.

“Working Cashflow Excess” shall mean the amount by which the Working Cashflow Balance exceeds the Working Cashflow Required.

“Working Cashflow Deficit” shall mean the amount by which the Working Cashflow Required exceeds the Working Cashflow Balance.

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 General Committee may appoint persons of distinction who are Singapore Citizens to be Patrons of the Club, for a period of up to 5 years. Thereafter, the appointment may be renewed periodically for such period and on such terms as the General Committee deems just and appropriate in the circumstance.
- 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 General Committee may create new categories of Members on such terms and conditions as the General Committee may determine subject to the approval of the Registrar of Societies. The General Committee may also restrict the number of Members of any or all classes and may also close the membership of the Club whenever the General Committee may deem necessary.
- 6.3 Except with the written consent of the General 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 each additional monthly subscription as may be determined from time to time under Clause 17.2 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.

6.5 (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 General Committee from time to time;

- (b) Payment by the Ordinary Member of such additional monthly subscription as may be determined by the General 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.

- 6.6 (a) The total number of voting Members of the Club at any one time shall not exceed Four Thousand including the Junior and Non-Transferable Members who converted to Ordinary Members.
- (b) The total number of voting members of the Club may be increased on the recommendation of the General Committee and approved by members at a General Meeting.

7. HONORARY MEMBERS

- 7.1 The General 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 be eligible to hold office but he can be appointed as a member of any Sub-Committees.
- 7.4 An Honorary Member can attend a General Meeting but he is not eligible to vote or stand for elections.

8. FOUNDER MEMBERS

- 8.1 An Ordinary Member as at the 31 July 1983 who does not owe any monies to the Club shall be re-designated and shall be called a Founder Member.
- 8.2 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 17.2 herein.
- 8.3 Subject to Clause 18.1 herein, a Founder Member may transfer his membership to any applicant for Ordinary Membership duly approved by the General Committee.

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 18.1 herein, a Life Member may transfer his membership to any applicant for Ordinary Membership duly approved by the General Committee.

10. ORDINARY MEMBERS

- 10.1 Subject to the payment of an entrance fee and to Clause 17.1 (a) herein provided, any person may, at the sole discretion of the General 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 17.2 (a) herein.
- 10.3 An ordinary member shall have the following rights and privileges:
 - (a) An Ordinary member of the Club shall have the right to attend and vote at meetings including the Annual General Meeting and Extraordinary General Meeting.
 - (b) An Ordinary member who is a Citizen or Permanent Resident of

Singapore is eligible to stand for elections and hold office in the General Committee and/or sub-committees.

- (c) An Ordinary member can transfer his membership to an applicant for Ordinary membership, subject to Clause 18.1(a).
- (d) An Ordinary member can apply for his spouse and/or unmarried children below 26 to be either Family or Supplementary members under his personal account, subject to the payment of additional monthly subscription and/or registration fee, as determined under Clause 17.2.
- (e) An Ordinary member and his Family or Supplementary members shall enjoy the facilities of the Club and be allowed to introduce Guests, subject to Clause 23.
- (f) An Ordinary member can apply for his child between the ages of 12 to 21, to be a Junior member, subject to the payments of an entrance fee and additional monthly subscription, as determined under Clauses 17.1 (a) and 17.2.
- (g) An Ordinary member can apply for the conversion of his child's Junior membership upon the child attaining the age of 21 into Ordinary membership without any further payment of any fee.
- (h) Ordinary members at a General Meeting shall decide on any loan above S\$500,000.00 per annum, upon the recommendation of the General Committee.
- (i) Ordinary members shall decide on any resolution on the dissolution of the Club.

11. CORPORATE MEMBERS

- 11.1 The General 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) A Corporate Member shall be entitled to nominate two (2) persons attached to or employed by the Corporate Member as its nominees, who shall be subject to approval by the General Committee.
 - (b) The General Committee may in its discretion and subject to such terms and conditions as it deems fit, permit a Corporate Member to nominate additional persons not exceeding four (4) in number as its nominees.
 - (c) The Corporate Member shall pay such monthly subscription as may be

determined from time to time under Clause 17.2 herein.

- 11.3 (a) 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.
- (b) 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.
- (c) The nominee above shall not be eligible to hold office.
- 11.4 A Corporate Member may, with the prior written approval of the General 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 General Committee, at its sole discretion, from time to time.
- 11.5 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.
- 11.6 (a) In the event a Corporate Member is wound up, liquidated or dissolved, whether voluntarily or otherwise, its membership shall thereupon cease.
- (b) The winding up, liquidation or dissolution shall not affect the liability of such Corporate Member to the Club or any monies due to the Club.

12. JUNIOR MEMBERS

- 12.1 (a) 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 General Committee, be admitted as a Junior Member on payment of an entrance fee and subject to such terms and conditions as the General Committee may from time to time fix.
- (b) A Junior Member shall pay such monthly subscription as may be determined from time to time under Clause 17.2 herein.
- (c) The General Committee shall have the absolute discretion to cancel the admission of any such Junior Member at any time.

- 12.2 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.
- 12.3 Subject to Clause 12.7, 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 General Committee all fees paid in respect of the Junior Membership shall not be refundable.
- 12.4 In the event of the demise of a Junior Member, the General 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.
- 12.5 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.
- 12.6 A Junior Member shall not be eligible to attend any General Meeting or be a member of the General Committee
- 12.7 A Junior Member shall not cease to be a Junior Member under Clause 12.3 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.
- 12.8 In the event that Clause 12.7 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 General 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 General Committee within six (6) months of the Junior Member attaining the age of 21 years or such further period as the General Committee may in its absolute discretion deem fit, failing which the Junior Member shall cease to be a Junior Member.

12.9 Clauses 12.7 and 12.8 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 General Committee.

13. TERM MEMBERS

- 13.1 Subject to Clause 6.3 (e) herein provided, any person may, at the sole discretion of the General Committee, be -admitted as a Term Member of the Club for a period as the General Committee may decide from time to time but at any period not exceeding two (2) years per term.
- 13.2 The General Committee shall determine the fee payable by a Term Member from time to time.
- 13.3 (a) A Term Member shall not be entitled to transfer his membership.

(b) If a Term Member ceases to be a member for any reason whatsoever during the term of his membership, the General Committee has the absolute discretion to refund all or none or any portion of the term membership fee to the Term Member as the General Committee sees fit on a case by case basis.
- 13.4 A Term Member shall not be eligible to attend any General Meeting or be a member of the General Committee.
- 13.5 The number of Term Members at any one time shall not exceed five hundred (500).

- 13.6 (a) The General Committee may admit corporations or partnership firms as Term Members, hereinafter called 'Corporate Term Members'. The provisions of Clause 13.1 to Clause 13.5 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 General Committee, be entitled to enjoy the facilities of the Club.
- (c) A Corporate Term Member or its nominee shall not be eligible to attend any General Meeting or be a member of the General Committee
- (d) The Corporate Term Member shall pay such subscriptions as may be determined from time to time under Clause 17.2 (a).
- (e) A Corporate Term Member shall be liable for the payment of all monies due on the account of its nominee with the Club.

14. GRAND MEMBERS

- 14.1 An Ordinary Member may apply to be placed in the Register of Members as 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.
- 14.2 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 attend any General Meeting or be a member of the General Committee;

- (c) shall not be eligible to subsequently transfer or sell his membership including transfer upon death; the membership shall thereupon cease;
- (d) shall maintain a credit deposit and be subject to a spending limit, the amount of which shall be determined by the General Committee from time to time; and
- (e) shall be able to enjoy all the facilities of the Club.

15. NON-TRANSFERABLE ORDINARY MEMBERS

- 15.1 Subject to Clause 6.3 and the payment of an entrance fee, any person may at the sole discretion of the General Committee, be admitted as a Non-Transferable Ordinary Member.
- 15.2 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.
- 15.3 The General Committee shall determine the entrance fee payable by a Non-Transferable Ordinary Member from time to time. The General Committee may permit the Member to pay the entrance fee in instalments.
- 15.4 The General Committee shall determine the monthly subscription payable by a Non-Transferable Ordinary Member from time to time.
- 15.5 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 19.
- 15.6 A Non-Transferable Ordinary Member shall not be eligible to attend any General Meeting or be a member of the General Committee.
- 15.7 (a) A Non-Transferable Ordinary Member may apply to the General 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 General Committee from time to time, subject to Clause 6.6.

(b) The General Committee may in its absolute discretion accept or reject any application for conversion without having to assign any reason thereafter.
- 15.8 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.

16. APPLICATION FOR MEMBERSHIP

16.1 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 General Committee may require. Only persons who have attained the age of 21 years may apply for membership. The General 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.

16.2 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.

17. ENTRANCE FEE AND SUBSCRIPTION

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

17.2 The monthly subscription payable by the various categories of Members (including nominees of Corporate Members) and Absent Members shall be determined by the General Committee and shall be payable in such manner as the General Committee may determine. The General 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 General Committee present.

17.3 The monthly subscription shall be chargeable from a date to be fixed by the General Committee and shall thereafter be payable in advance on the first day of each month.

17.4 The General Committee shall have the power at any time to suspend the monthly subscription payable by any category of Members.

17.5 Subject to Clause 17.4, 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.

18. TRANSFERABILITY OF MEMBERSHIP

18.1 (a) All Ordinary, Corporate, Life and Founder Members may, subject to the approval of the General 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 General Committee may impose including the payment of any transfer fee.

(b) 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.

18.2 The transfer fee shall be an amount to be determined by the General 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 or vice versa,

(b) a Member transferring his membership to his spouse, and

(c) a grandparent transferring his membership to his grandchild or vice versa

(ii) one-half of the prevailing transfer fee shall be payable in the case of a transfer of membership between siblings or to children of the siblings.

18.3 The transfers referred to in Clause 18.2 (“Exempted Transfer”) above shall be subject to payment of an administrative fee the amount of which shall be determined by the General Committee at its sole discretion.

18.4 The exemptions referred to in Clause 18.2 above will also be applicable in the case of any transfer (meeting the specific criteria) which takes place subsequent to an Exempted Transfer.

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

19. TRANSFER OF MEMBERSHIP UPON DEATH

- 19.1 On the death of a Founder Member, Life Member or Ordinary Member, his membership shall be transferred to his Estate provided that such single eventual prospective transferee shall:
- (a) apply in writing to the General Committee for transfer within twenty-four (24) months of the date of death of the deceased Member to a single beneficiary of the Estate; (failing which, the membership shall cease);
 - (b) satisfy the General 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 General 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 General Committee at its sole discretion.
 - (g) in so far as such proposed transfer is concerned, transfer fee shall be payable except as stated in clause. 18.2.
- 19.2 Where there are more than one (1) beneficiary of the Estate, the beneficiaries shall agree in writing to have one (1) applicant or transferee. In the absence of any agreement within a year from the date of the deceased's death., the Club shall transact the sale of the membership and to pay the proceeds of the sale to the personal representative(s).
- 19.3 (i) Where the 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, (ii) 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 General 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 18.1 herein

19.4 Notwithstanding the category of membership of the deceased Member, the approved transferee shall, upon admission, be an Ordinary Member.

20. CESSATION OF MEMBERSHIP

20.1 Unless the General 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.

20.2 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.

20.3 (a) A Member who ceases to be a Member under this rule, save for Clause 20.1(d) shall not thereafter be eligible to re-apply for membership of the Club.

(b) An applicant who ceased to be a member under Clause 20.1 (d) and who is a discharged bankrupt can apply for membership.

21. RESIGNATION

21.1 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.

22. ABSENT MEMBERS

22.1 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.

- 22.2 The General Committee may, at its sole discretion, approve such application provided the Member has paid up all monies due to the Club.
- 22.3 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.
- 22.4 If the Member shall leave Singapore for a continuous period exceeding twelve (12) months, the General 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 General Committee for the Member to be placed on the List of Absent Members. The General Committee may, at its sole discretion, approve such application provided the Member has paid up all monies due to the Club.
- 22.5 An Absent Member shall pay such subscription as may be determined from time to time under Clause 17 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.
- 22.6 The spouse and children and Supplementary Members of an Absent 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.
- 22.7 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.

23. GUESTS

- 23.1 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 twelve (12) 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 General Committee.

- 23.2 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 twelve (12) 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.
- 23.3 The General Committee may at any time withdraw the privileges of the Club from any guest notwithstanding Clause 23.1 of this Constitution or may impose additional conditions subject to which the guest shall continue to enjoy the privileges of the Club.

24. RESERVATION OF CLUB PREMISES

- 24.1 The General 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 General Committee deems fit.
- 24.2 The General 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 General Committee may determine.

25. GENERAL COMMITTEE

- 25.1 The Club shall be managed by a General 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) 7 Committee Members

- 25.2 The President, Vice-President, Honorary Secretary and Honorary Treasurer shall constitute the Executive Committee of the General Committee.
- 25.3 All the Members of the General Committee:-
- (a) shall be elected by voting Members at an Annual General Meeting.
 - (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, the Honorary Treasurer, and the Assistant Honorary Treasurer shall not be re-elected to the same position for a third consecutive term;
 - (d) shall be citizen or permanent resident of Singapore; and (e) shall be Founder Members or Life Members, or shall have been Ordinary Members of the Club for at least twelve (12) months prior to the date of their election.
- 25.4 Subject to clause 25.5, should any member of the General Committee vacate office during his term of office, whether by resignation, removal or upon his demise, the General Committee may, at its sole discretion, by appointment fill the vacated office with a co-opted member until the next General Meeting, subject upon the following conditions:
- (a) the co-opted member must be a member who is eligible for election;
 - (b) the co-opted member shall serve until the next General Meeting;
 - (c) the vacated office shall come up for elections at the next General Meeting;
 - (d) the elected member shall serve until the end of term of the vacated office; and
 - (e) any member of the General Committee who has been removed from office, shall not be eligible to stand for election for two years from the date of removal.
- 25.5 (a) In the case of the resignation, removal or demise 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.
- (b) In the absence of the Vice President, Assistant Honorary Secretary and/or

Assistant Honorary Treasurer to assume the vacated post above in Clause 25.5 (a), the General Committee shall convene an Extraordinary General Meeting to elect Member(s) for the vacated office(s).

(c) Any committee member of the General Committee or any co-opted member shall not be eligible to be an office-bearer.

25.6 Minimum Elected Members in General Committee

(a) At all times, the General Committee must have at least seven (7) elected members.

(b) In the event that the number of the elected members in the General Committee falls below seven (7), the remaining members of the General Committee and the Trustees shall convene an Extraordinary General Meeting to elect and to try to fill all the vacancies in the General Committee within three months, such that the final elected members in the General Committee (after the said Extraordinary General Meeting) shall form the majority in the General Committee, subjected at all times to Clause 25.6(c) below.

(c) The Extraordinary General Meeting shall be held provided the next Annual General Meeting is more than 3 months away. If not, the elections shall be held at the next Annual General Meeting.

(d) Pursuant to Clause 25.4 (d), those elected at the Extraordinary General Meeting or Annual General Meeting shall hold office for up to the remaining term of the vacated office.

25.7 Vote of No Confidence

Any member of the General Committee shall vacate his post if a vote of no confidence has been passed against the member at a General Meeting. Any vote of no confidence shall be formally registered, cast and counted via a secret ballot.

26. MEETINGS OF THE GENERAL COMMITTEE

26.1 The General Committee shall meet at least once every month.

26.2 The Executive Committee may call for a meeting as and when it is necessary.

26.3 At all General Committee meetings, the President, or in his absence, the Vice-President, or in the absence of the President and Vice-President, a member of

the Executive Committee or office-bearers, shall take the chair.

- 26.4 Subject to Clause 25.6 (a), no less than 7 members of the General Committee, of which 5 are elected members, shall form a quorum.
- 26.5 Any member of the General Committee who absents himself from three (3) consecutive meetings of the General Committee, without providing reasons acceptable to the General Committee, shall cease to be a member of the General Committee.

27. DUTIES OF THE GENERAL COMMITTEE

27.1 Duties of the General Committee:

- (a) It shall be responsible for the discipline of the General Committee members and shall be governed by a code of conduct as specified in Schedule I hereto;
- (b) Is responsible to see that the decisions of the General Meetings are carried out;
- (c) May authorise the Executive Committee to examine all applications for memberships and approve them if found fit;
- (d) May deprive any member of the privileges of membership pursuant to Clause 20.1;
- (e) It shall be responsible for the progress of all Sub-Committees and the general welfare of the Club;
- (f) It shall advise the respective department heads in the organising of daily activities of the Club.
- (g) 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) It shall be responsible for laying down general policies of the Club.
- (i) It shall always act in accordance with the provision and spirit of the Constitution.
- (j) In the event that any situation, event, omission, action and/or occurrence is deemed by the General Committee as being reasonably likely to give an adverse and/or negative impact on the financial standing situation

and/or the reputation and/or goodwill of the Club, the General Committee shall take all reasonable steps to inform and communicate the same to the Members in a timely and transparent manner.

- (k) The General Committee shall have all such other administrative duties as may be necessary for properly carrying out the objects of the Club in accordance with the Constitution.

27.2 Duties of General Committee on Financial Matters

- (a) The General 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.
- (b) Except for payments in relation to wages, bonuses, CPF and/ or annual wage supplements payable to the employees of the Club, any expenditure exceeding this amount whether for the purpose stated above or otherwise shall require the specific approval of the Control Committee.
- (c) The General 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.

27.3 Duties of General Committee concerning the appointment of the General Manager and staff The General 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 General 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 General Committee to represent the General Committee on such matters.

27.4 Duties of the Office-Bearers

- (a) The President
 - (i) The President shall lead the General Committee in formulating the

vision and mission, the strategic directions and execution of policies to develop, strengthen and ensure the viability of the Club.

- (ii) He shall chair all meetings of the Club, including the General Meeting and the General Committee meetings.
- (iii) The President and the General Committee shall delegate various duties to members of the General Committee especially the office bearers and chairpersons of the various sub-committees.

(b) The Vice President

- (i) The Vice-President shall assist the President and deputise the President in his absence.
- (ii) He shall oversee the work of certain committees to be designated by the President and General Committee.

(c) The Honorary Secretary

- (i) The Honorary Secretary shall keep all Minutes of the meetings of the Club, including the Annual General Meeting and the General Committee meetings.
- (ii) He shall be responsible for and act in a way befitting a Club secretary under any existing laws and regulations.
- (iii) He shall exercise any duty assigned by the President and General Committee, in particular, in representing the Club in its relations with third parties.
- (iv) He shall comply with the requirements of the Registrar of Societies, in particular, the submission of the Minutes of the Annual General Meeting, the Annual Accounts, the Statement of Income and Expenditure, and the Balance Sheet.

(d) The Assistant Honorary Secretary

- (i) The Assistant Honorary Secretary shall assist the Honorary Secretary in the latter's duties as stated above.
- (ii) He shall exercise any duty assigned by the President and General Committee, and/or the Honorary Secretary.

(e) The Honorary Treasurer

- (i) He shall maintain proper accounts and records of the Club.
- (ii) He shall be responsible for the funds of the Club, including the collection and disbursement of all monies of the Club.
- (iii) He shall prepare and submit the Annual Statement of Accounts (Statement of Income and Expenditure, and Balance Sheet).

- (iv) He shall generally be responsible for and act in a way befitting a Club Treasurer under existing laws and regulations in force.
- (v) He shall chair the Finance and Investment Sub-committee.
- (f) The Assistant Honorary Treasurer
 - (i) The Assistant Honorary Treasurer shall assist the Honorary Treasurer in the latter's duties as stated above.
 - (ii) He shall exercise any duty assigned by the President and General Committee, and/or the Honorary Treasurer

27.5 Duties of the Sub-Committees

- (a) The Members of the General Committee shall provide the leadership of the Sub-Committees and shall abide by the decisions of the General Committee.
- (b) The General Committee shall appoint sub-committees to assist and advise the General Committee in respect of matters relating to the Club as specified under terms decided by the General Committee.
- (c) The Chairperson shall be a General Committee member.
- (d) The General Committee shall appoint Sub-committees as it deems fit.
- (e) All activities of the Sub-committees are subject to the approval of the General Committee.
- (f) The Chairperson of the Sub-Committee shall liaise with the relevant Head of Department, and provide guidance and advice.
- (g) The Sub-Committee shall recommend projects, activities and proposals for the approval of the General Committee before they can be implemented.

28. AUDIT OF FINANCIAL STATEMENTS

- 28.1 The financial statements of the Club shall be audited by an accounting entity or Auditor, approved by the General Committee and appointed at the Annual General Meeting, in accordance with the requirements prescribed by law and the Societies Act. No partners or employees of the accounting entity shall be eligible to sit in the General Committee or any sub-committees of the Club.

- 28.2 (a) The Auditor has a right of access at all times to the Club's accounting and other records, including registers, and is entitled to require from any officer of the Club such information and explanations as he desires for the purposes of audit.
- (b) The Auditor shall carry out the audit of the Club's financial statements and accounting and other records relating to those financial statements in accordance with Singapore Standards on Auditing issued by the Institute of Singapore Chartered Accountants.
- (c) He shall report to the Club's members on the financial statements required to be laid before the Annual General Meeting and on the Club's accounting and other records relating to those financial statements.
- 28.3 The Auditor shall in his report state his opinion-
- (a) whether the Club's financial statements are prepared in compliance with the requirements of the Accounting Standards and give a true and fair view of the financial position and performance of the Club;
 - (b) whether proper accounting and other records have been kept as required by the Club's Constitution;
 - (c) whether he has obtained all the information and explanations that he required; and
 - (d) whether the Club's Constitution on Cash Reserve (Clause 30), Annual Budget [Clause 31], Capital Expenditure [Clause 32] and Financial Reserve [Clause 33] have been complied with.

29. INTERNAL CONTROLS

- 29.1 (a) The Club shall use its best endeavor to have adequate and effective internal controls (including financial, operational, compliance and information technology controls) and risk management systems.
- (b) For the purpose of sub clause (a) above, the General Committee may commission an independent audit on internal controls and risk management systems for its assurance, or where it is not satisfied with the systems of internal controls and risk management.

30. THE CASH RESERVE OF THE CLUB

- 30.1 The General Committee shall have the power to:

- (a) invest the cash reserves of the Club subject to Clause 30.2(e); 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.
- 30.2 The duties of the General Committee on Financial Matters, set out in Clause 27.2 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 30.2, 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 General 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 (cumulatively) or its equivalent in foreign currency, without the written authorization of the Control Committee.

31. ANNUAL BUDGET

31.1 The General 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 31.2.

31.2 Financial Prudence

The General Committee shall manage the finances of the Club prudently.

Without limiting the generality of the foregoing, the General 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) The General Committee shall do an annual review based on the audited Financial Statements to determine if there is a Working Cashflow Excess. In the event that there is a Working Cashflow Excess, the General Committee shall transfer the entire Working Cashflow Excess to the Financial Reserve with the approval of the Control Committee.
- (e) Subject to Clause 31.2(a) and (b), the Committee may apply to the Control Committee for permission to utilise monies from the Financial Reserve in the following circumstances and the Control Committee shall have the full discretion to decide on the amount to be utilised:
 - a) in the event that the Club incurs a Net Operating Deficit for the preceding Financial Year, and monies are required to meet all or part of the Working Cashflow Deficit.
 - b) in the event that the Working Cashflow Required needs to be increased and there is insufficient Working Cashflow Balance to meet the increase.
- (f) Subject to Clause 31, recourse to the Financial Reserve may only be made in accordance with Clause 33.

32. CAPITAL EXPENDITURE

- 32.1 Without prejudice to Clauses 27.2 (b), 35.4 and 35.5, the General 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.

32.2 Subject to Clause 32.3, without prejudice to Clauses 27.2 (b), 33.4 and 33.5, the Club’s Capital Expenditure may be satisfied out of the Financial Reserve.

32.3 Without prejudice to Clause 33.5, 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.

33. FINANCIAL RESERVE

33.1 Establishment of Financial Reserve

The Club shall establish a financial reserve (“Financial Reserve”) which shall be utilised to finance the following:

- (a) the Club’s Capital Expenditure shall be satisfied in accordance with Clause 32.
- (b) the Club’s Operating Expenses in the event of a Crisis in accordance with this Clause 33.
- (c) the Club’s Working Cashflow Deficit in accordance with Clause 31.

- 33.2 The Financial Reserve shall be funded from:
- (a) Non-Operating Income (in accordance with Clause 31.2(c));
 - (b) Working Cashflow Excess (in accordance with Clause 31.2(d)).
- 33.3 The provisions in Clause 33 shall be without prejudice to Clauses 30.1 and 30.2.
- 33.4 There shall be a minimum threshold amount which is to be maintained in the Financial Reserve (“Minimum Financial Reserve Threshold”).
- 33.5 Subject to Clause 33.6, 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.
- 33.6 The Minimum Financial Reserve Threshold for a financial year shall not be lower than the Minimum Financial Reserve Threshold in any preceding financial year.
- 33.7 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 General 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 Cashflow Balance to meet its Operating Expenses for a month.
- 33.8 The Club’s management shall submit a report detailing the Operating Expenses satisfied out of the Financial Reserve to:
- (a) the General 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.

33.9 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 General Committee may declare a Crisis in accordance with Clauses 33.10 and 33.11, subject to Clause 35.4 (f).

33.10 A Crisis can only be declared with the assent of the majority of Members of the General Committee, subject to Clause 35.4 (f).

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

33.12 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.

34. TRUSTEES

34.1 The General Committee shall appoint a Board of Trustees, comprising three Trustees from among the Ordinary, Life and Founder members of the Club.

34.2 Term of a Trustee

- (a) A Trustee shall be nominated to serve a 5-year term from the date of the appointment.
- (b) A Trustee may be re-appointed to serve further 5-year terms.

34.3 (a) The Trustees shall elect a Chairperson from among themselves to head the Board of Trustees.

(b) All Trustees shall be members of the Control Committee pursuant to

Clause 35.1 of the Constitution.

- 34.4 In the event of a resignation or death of a Trustee, the General Committee will appoint the new Trustee within 3 months.
- 34.5 (a) 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.
(b) 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.
- 34.6 (a) A Trustee shall not be eligible to be elected or appointed to the General Committee or any sub-committee.
(b) A Trustee shall not be precluded from attending any meeting of the Committee at their own discretion.

35. CONTROL COMMITTEE

- 35.1 (a) There shall be a Control Committee comprising the Trustees, the President and the Honorary Secretary of the Club.
(b) The Chairperson of the Control Committee shall be the Chairperson of the Board of Trustees.
(c) The Control Committee shall meet at least twice annually to discuss and/or decide on matters relating to the general administration and financial status of the Club.
(d) The Control Committee may request the General Committee to appoint an adviser or advisers on an ad hoc basis to assist in its deliberations. The General Committee shall consider such request and if deem necessary, shall appoint such necessary adviser or advisers.
- 35.2 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.
- 35.3 The Control Committee shall have the power from time to time and at any 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 General 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 General Committee inconsistent with any recommendations and suggestions tendered under Clause 35.3 (c) above, in which event such disapproval shall prevail unless varied by the Control Committee or by a General Meeting of the Club.

35.4 Save as otherwise provided in this Constitution, the Control Committee shall be required to approve the following:

- (a) any expenditure exceeding Dollars One Hundred Thousand (S\$100,000.00) for any single transaction. However, this sub-clause is subjected to the exception stated otherwise in this Constitution (in particular but not limited to the matters set out in Clause 27 above);
- (b) any loan to be raised by the General Committee for whatever project to be implemented;
- (c) any investment of the cash reserves of the Club in fixed deposit accounts, bonds or guaranteed capital funds;
- (d) any sale, conversion or call in any of the investments;
- (e) the Capital Expenditure for each financial year which does not exceed Singapore Dollars Three Million (S\$3,000,000.00);
- (f) any Declaration of a Crisis pursuant to Clause 33.9 upon the representation of the General Committee;

35.5 The Control Committee shall consider and give advice on the following matters which are up for approval by the voting Members at a General Meeting.

- (a) Any loan exceeding S\$500,000.00 per annum.
- (b) The sale, mortgage, sub-division or disposal of the fixed immovable assets of the Club including the clubhouse.
- (c) Any expenditure exceeding Dollars Three Million (S\$3,000,000.00).

Any advice to be given by the Control Committee for any matters set out in (a) to (c) above must be given in writing to the General Committee within 14 days of such matter being brought to the attention of the Control Committee. In the event no written advice is provided by the Control Committee within the time-frame stated, the General Committee may then proceed on the said matter without the need to seek further views or comments of the Control Committee.

- 35.6 (a) Upon the occurrence of the event as set out in Clause 25.6 (b), the Trustees and the remaining members of the General Committee, shall constitute the Interim Committee, to convene an Extraordinary General Meeting to fill the vacancies within 3 months, subjected to the provisions in Clause 25.6(c).

In the interim, prior to the said to filling-up of the vacancies as set out above, the Club shall be managed by the Interim Committee.

For the avoidance of any doubt, such management by the Interim Committee shall not be more than 3 months.

- (b) The Chairperson of the Control Committee shall chair the Interim Committee.

36. ANNUAL GENERAL MEETING AND MATTERS TO BE DISCUSSED

- 36.1 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 General 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 General 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.

36.2 Elections at General Meeting

Only Founder Members, Life Members, Ordinary Members and, subject to Clause 11.3 (b), nominees of Corporate Members shall have the right to vote at any General Meeting of the Club.

- (a) At all General Meetings, the Chairman shall have a casting vote.
- (b) At the General Meeting, the voting Members shall elect members of the full General Committee or members to fill the vacancy or vacancies in the General Committee.

36.3 Candidates for election to the General Committee shall abide by the following:

- (a) All candidates shall be citizens or permanent residents, and shall be Founder or Life members or shall have been Ordinary Members of the Club for at least twelve (12) months prior to the date of the election.
- (b) Each candidate can only be nominated for one position and the candidate must be present at the Annual General Meeting or Extraordinary General Meeting for the election.
- (c) Each candidate must sign:
 - i. the pledge to abide by the Code of Conduct as stated in Schedule One of the Constitution.
 - ii. A Non-Disclosure Agreement, in a form and manner to be determined by the General Committee from time-to-time;
 - iii. A Conflict of Interest Disclosure and Declaration Form, in a form and manner to be determined by the General Committee from time-to-time.

36.4 A member who falls under any of the categories below shall be disqualified as a candidate for elections.

- (a) Any member suspended by the General Committee for more than three (3) months within the last two years,
- (b) Any member refusing to sign the pledge to abide by the Code of Conduct,

- (c) Any member who has a criminal record or is an undischarged bankrupt.
- (d) Any member of the General Committee who has been removed from office are barred for two years from the date of the removal, pursuant to Clause 25.4 (e).

37. NOTICE OF ANNUAL GENERAL MEETING AND QUORUM

- 37.1 The supreme authority of the Club is vested in a General Meeting of the members.
- 37.2 Notice of every Annual General Meeting setting forth the agenda for discussion at such General Meeting shall be sent to eligible Members resident in Singapore fourteen clear days before the date of the meeting by post or email and shall be posted on the Club Notice Board for the same period.
- 37.3 (a) In any General Meeting, a tenth of the voting Members present or One Hundred (100) Members whichever is lesser, shall form a quorum

(b) If within half an hour from the time appointed for the meeting a quorum is not present, the voting Members present shall be a quorum, but they shall have no power to alter, amend or make additions to the Constitution.
- 37.4 The President, or in his absence, the Vice-President, or the Honorary Secretary or Honorary Treasurer, in that order, shall take the Chair.
- 37.5 The Chairman shall have the power to exclude a Member from the meeting if the latter misbehaves or disrupts the meeting.

38. EXTRAORDINARY GENERAL MEETING

- 38.1 The General Committee shall call an Extraordinary General Meeting whenever the General Committee considers it necessary.
- 38.2 (a) The General Committee shall call an Extraordinary General Meeting within two months upon receipt of a requisition signed by not less than one hundred and fifty voting Members and which states the purpose for which they desire the meeting to be called.

(b) In the event any of the requisitionists for the Extraordinary General Meeting fails to attend the said Extraordinary General Meeting, for whatever reason other than for medical reason supported by a medical certificate issued by a Singapore Registered Medical Doctor or death, the said defaulting requisitionists shall pay the Club a sum equivalent to one month prevailing

subscription to account for the cost incurred by the Club in respect of the Extraordinary General Meeting.

- 38.3 Notice of every Extraordinary General Meeting setting forth the agenda for discussion at such General Meeting shall be sent to eligible Member resident in Singapore fourteen clear days before the date of the meeting by post or email and shall be posted on the Club Notice Board for the same period.
- 38.4 If the General Committee does not within two (2) months after the date of the receipt of the written request proceed to convene an Extraordinary General Meeting, the members who requested for the Extraordinary General Meeting shall convene the Extraordinary General Meeting by giving ten (10) days' notice to voting members setting forth the business to be transacted and simultaneously posting the agenda on the Club's notice board.
- 38.5 (a) The quorum for an Extraordinary General Meeting called by the General Committee shall follow those for the Annual General Meeting as in Clauses 37.3 (a) and (b).
- (b) (i) The quorum for an Extraordinary General Meeting called by voting members in a requisition shall be not less than three quarters of the number of voting members who signed the requisition.
- (ii) If within half an hour from the time appointed for the meeting a quorum is not present, the Chair of the meeting may order the cancellation of the meeting.
- 38.6 The Chairman shall have the power to exclude a Member from the meeting if the latter misbehaves or disrupts the meeting.

39. MEMBERS' ACCOUNT

- 39.1 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.
- 39.2 The General 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 General Committee may require a deposit in excess of a year's subscription.
- 39.3 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.

- 39.4 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.
- 39.5 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.
- 39.6 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.
- 39.7 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.
- 39.8 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 General Committee.
- 39.9 Such Member if he holds transferable membership shall forfeit his right to transfer his membership.

40. CLUB PROPERTY

- 40.1 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 General Committee may think fit.

41. PROHIBITIONS

- 41.1 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.

- 41.2 Notwithstanding the provisions of Clause 41.1 above, jackpot machines may be installed in the premises and tombola sessions may be conducted with the specific approval of the General Committee and the relevant government authorities.
- 41.3 The income and property of the Club whensoever derived shall be applied towards the promotion of the objects of the Club as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or bonus or otherwise howsoever by way of profit to the persons who at any time are or have been members of the Club or to any of them or to any person claiming through any of them
- 41.4 The funds of the Club shall not be used to pay the fines of Members who have been convicted in Court.
- 41.5 No Member shall borrow in the name of, or pledge the credit of, the Club.
- 41.6 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.
- 41.7 The Club shall not indulge in any political activity or allow its funds and/or premises to be used for political purposes.
- 41.8 No Member shall reprimand or falsely accuse or defame a General Committee member or a Club staff. If a Member has any cause for complaint against a General Committee member or a Club staff, he shall communicate the same to the General Committee in writing.
- 41.9 No Member shall give the address of the Club in any advertisement, or use the Club's address for business purposes.

Without the sanction of the General 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.

42. NOTICES

- 42.1 No paper, notice, placard or advertisement, written or printed shall be put up in the Clubhouses without the sanction of the Secretary.
- 42.2 Every Member shall communicate any change of address to the Secretary. Such address shall be inserted in the Register of Members.
- 42.3 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.

43. BYE-LAWS

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

44. DISCIPLINE

- 44.1 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) Upon the receipt of a written complaint made against the Member, the matter referred to and shall be dealt with by the Disciplinary Committee (being a Sub-Committee constituted and formed by the General Committee comprising of Chairperson who shall be an elected Member of the General Committee and supported by other members of the General Committee or members co-opted to assist in the said Disciplinary Committee), assisted by the General Manager and/or such other management staff as may be appointed by the General Manager to assist the Disciplinary Committee from time-to-time, according to the

Standard Operational Procedure on Disciplinary Matters and Hearings determined and/or approved by the General Committee from time-to-time.

- (b) In the event that the complainant and/or the respondent in respect of the said complaint is dissatisfied with the decision and/or the penalty imposed by the Disciplinary Committee (and/or such other nominee(s) of the Disciplinary Committee), the said complainant and/or respondent shall be allowed to appeal in writing to the General Committee (according to the Standard Operational Procedure on Disciplinary Matters and Hearings applicable at the material time of the appeal), setting out fully the reasons and/or basis of the dissatisfaction, to reconsider the decision and/or the penalty imposed by the Disciplinary Committee.

The complainant and/or respondent may in the full unfettered discretion of the General Committee, be given an opportunity to attend before the General Committee (which shall not comprise of any member of the Disciplinary Committee for this purpose) to make oral representations in support of such appeal.

- (c) The General Committee shall, upon reviewing and/or hearing the representations by the complainant and/or respondent, make all or any of the following orders:

- i. Dismiss the appeal;
- ii. Vary, add or remove all or any of the penalties imposed;
- iii. Reconvene and conduct the entire hearing of the complaint; and/or
- iv. Make such order as it deems just and equitable to do so in the circumstances.

- (d) The decision of the General Committee under Clause 44.1(c) shall be final and binding on the complainant and the respondent and also on all members, and for the avoidance of any doubt, there shall be no further right of appeal against the said decision, whether in a court of law or to any other bodies / entities of the Club or otherwise.

44.2 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 General Committee deems fit to publish.

44.3 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.

44.4 (a) 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 nominee may be exercised against the Corporate Member such that the nominee may be suspended.

(b) If the nominee is suspended for any period of time or permanently, the Corporate Member shall be liable for all the nominee's debts to the Club.

(c) The General Committee may allow the Corporate Member to have a replacement nominee.

45. DISSOLUTION

45.1 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.

(a) the quorum for such a Meeting shall not be less than eighty percent (80%) of the voting Members of the Club; and

(b) the resolution proposing such dissolution is supported by not less than seventy-five percent (75%) of those present at the Meeting.

45.2 (a) 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.

(b) 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.

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

46. AMENDMENT TO CONSTITUTION

- 46.1 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.
- 46.2 The prior consent of the majority of the Trustees shall be required for any alteration, deletion or other amendment to Clauses 31, 32 and 33 to be tabled at a General Meeting for approval.

SCHEDULE ONE

CODE OF CONDUCT FOR GENERAL COMMITTEE MEMBERS

1. Upon being appointed as a General Committee Member, to execute a Non-Disclosure Agreement and a Conflict of Interest Disclosure and Declaration Form, in a form and manner to be determined by the General Committee from time-to-time.
2. To serve with integrity, dedication and loyalty and at all times promote teamwork and respect for fellow General Committee Members.
3. Not to take advantage of the position as a General Committee Member for self-interest in dealing with the affairs of the Club.
4. Not to advocate or champion the interest of a minority which is prejudicial to the overall interest of the Club.
5. To maintain cohesiveness and support for the General Committee's decisions at all times and not criticise the General Committee's decisions made through consensus outside the meeting and maintain confidentiality.
6. To express views and opinions freely at all General Committee meetings without reservations and undue pressure and influence from other members of the General Committee.
7. Not to instigate any member(s) to petition or complain to the General Committee on any matter relating to the Club or membership.
8. 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.
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 General Committee Member(s) for the position taken by that General Committee Member at the meeting, as well as the disclosure or circulation of any correspondence of Club matters concerning the General 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.
13. To act by words and deeds as a representative of the Club and acting in the interests of the Members in all Club matters.
14. A General Committee member shall at all times act honestly and use reasonable diligence in discharge of the duties of his office.
15. A General Committee member shall not make improper use of his position or any information acquired by virtue of his position, to gain directly or indirectly, an advantage for himself or for any other person to cause detriment to the Club.
16. For the avoidance of any doubt, any breach and/or contravention and/or non-compliance of any of the provisions in this Code of Conduct and/or the terms of the Non-Disclosure Agreement and a Conflict of Interest Disclosure And Declaration Form (whether in spirit or in form) would subject the offending General Committee member to disciplinary actions and/or proceedings as provided in clause 44.1.

Serangoon Gardens Country Club
22 Kensington Park Road
Singapore 557271
Tel: 6286 8888
Fax: 6398 5355
www.sgcc.com.sg