

CHANGI BEACH CLUB

Rules and Regulations

DEFINITIONS

- 1 Where the context so permits, words importing the masculine gender include the feminine gender and words importing the singular number include the plural number and vice-versa.

- 2 i) In these Rules and any Bye-law made hereunder, unless the context otherwise requires:
 - “Bye-laws” means the bye-laws for the time being in force made by the Committee under Rule 38 including any additions, deletions or amendments made thereto by the Committee from time to time;
 - “Chairman” means the Chairman of the Committee.
 - “Club” means Changi Beach Club;
 - “Committee” means the committee constituted under Rule 19
 - “General Meeting” means Annual General Meeting or Extraordinary General Meeting of the Club;
 - “General Manager” mean the General Manager of the Club appointed by the Committee under Rule 25;
 - “Members” means all the categories of members listed in Rule 7(i) and any other categories of members as the Committee may from time to time create under Rule 7(ii);
 - “Nominee” means a nominee of a Corporate Member nominated under Rule 11(ii);

 - “Ordinary Member” means an Ordinary (Family) Member, and an Ordinary (Individual) Member;

 - “Individual” Member means any member above 21 years old holding a single membership;

 - “Family” Member means any married member above 21 years old holding a family membership whose immediate family members (children under 16 years old only) are entitled to club privileges subject to the prevailing fees and charges, if applicable.

“Registrar of Societies” means the Registrar of Societies as defined under the Societies Act Chapter 311;

“Rules” means the rules herein contained including any subsequent additions, deletions or amendments made thereto in accordance with Rule 42;

- ii) In these Rules, unless the context otherwise requires anything which falls to be determined or prescribed by the Committee under these Rules shall include an authority given to the Committee to vary such determination or prescription from time to time as the Committee in its absolute discretion deems fit.

- 3 Upon the registration of the Club with the Registrar of Societies, the Club shall be governed by these Rules.

NAME/PLACE OF BUSINESS

- 4
 - i) The Club shall be called “Changi Beach Club”.
 - ii) The Club shall be a members’ club.
 - iii) The registered place of business of the Club shall be:
2 Andover Road
Singapore 1750

or such other place as the Committee may determine subject to the prior written consent of the Registrar of Societies.

OBJECTS

- 5 The objects for which the Club is established are:
 - i) to provide and maintain a clubhouse and opportunities and facilities for swimming, tennis, squash and other forms of recreation and social activities for its members and to do all other things which the Committee may from time to time consider beneficial in the interests of members; and
 - ii) to enter into reciprocal arrangements with other associations or clubs so that the Members may enjoy the privileges and amenities of these associations or clubs and vice versa

PATRONS

- 6 i) The Committee may in its absolute discretion invite distinguished persons to be Patrons.
- ii) Patrons shall have and enjoy the rights and privileges of an Honorary Member subject or in addition to such other terms as the Committee may determine.

MEMBERSHIP

- 7 i) There shall be the following categories of members:
 - a) Honorary Members;
 - b) Ordinary (Family) Members;
 - c) Ordinary (Individual) Members;
 - d) Corporate Members;
 - e) Term Members;
 - f) Junior Members;.
 - g) Absent Members
 - h) Clubhouse Members;
- ii) The Committee may from time to time with the prior written consent of the Registrar of Societies create new categories of membership on such terms and conditions as the Committee may determine.

HONORARY MEMBERS

- 8 i) The Committee may invite any person to be an Honorary Member as it deems fit. Honorary Members shall not be required to pay any entrance fee or subscription and shall not have the right to vote and to hold office. Save as provided otherwise, an Honorary Member shall enjoy all the rights and privileges of a member of a category chosen by the Committee, subject to the Honorary Member observing these Rules and Bye-laws.

- ii) The Chairman and other members of the Committee who are elected under Rule 19 shall not be required to pay any subscription during their term of appointment.

ORDINARY MEMBERS

- 9
 - i) Subject to the exception in Rule 13 (vi), persons who have attained the age of twenty-one (21) years may apply to be enrolled as:
 - a) Ordinary (Family) Members;
 - b) Ordinary (Individual) Members
 - ii) The spouse and children of an Ordinary (Individual) (Single) Member's family shall not be entitled to the privileges set out in Rule 13.
 - iii) Ordinary Members shall have the following rights and privileges in accordance with these Rules and the Bye-laws in addition to any others provided for under these Rules and the Bye-laws:
 - a) the right to vote at General Meetings and to hold office;
 - b) the right of nominating and seconding members for election into the offices of the Committee;
 - c) the right of access to and use of the facilities of the Club; and
 - d) the right of introducing guests to the Club.
 - iv) Subject to the approval of the Committee as laid out in Rule 15 and upon payment of an administration fee, an Ordinary Member may transfer his membership to any individual.
 - v) The manner of the transfer and any fees payable thereon shall be determined by the Committee.

TERM MEMBERS

- 10
 - (i) Persons who have attained the age of twenty-one (21) years may apply to be enrolled as Term Members.
 - (ii) Subject to paragraph (iii) below, the membership of a Term Member shall expire and all rights and privileges accorded to him as Term Member shall cease upon the expiry of two (2)

years or one (1) year (as the case may be) calculated from the official date of membership.

- (iii) Upon the expiry of any term membership, a term member may apply to extend his term membership for further periods of one (1) year each at the rate determined by the Committee, except that after the expiry of five (5) consecutive years as a Term Member, a Term Member shall not be entitled to apply for any further extension.
- (iv) The spouse and children of a Term Member shall not be entitled to the privileges set out in Rule 13.
- (v) A Term Member shall enjoy all the rights and privileges accorded to an ordinary member except the rights specified in paragraphs a and b of Rule 9 (iii).

CORPORATE MEMBERS

- 11 i) The Committee may in accordance with these Rules admit companies or corporations as Corporate Members upon payment of such entrance fee and monthly subscriptions to be determined by the Committee.
- ii) A Corporate Member shall nominate not more than three (3) persons employed by that Corporate Member as its Nominee and such person shall upon his acceptance by the Committee and upon payment by the Corporate Member of a nomination fee be entitled to enjoy all the rights and privileges of an Ordinary (Family) Member except the rights specified in paragraphs a and b of Rule 9(iii). At the time of admission as a Corporate Member, the Corporate Member must nominate one (1) person as its Nominee.
- iii) A Nominee may be withdrawn at any time by the Corporate Member and shall be withdrawn if required by the Committee in the case of any breach by the Nominee of these Rules or the Bye-laws or in circumstances concerning a Nominee which would give grounds for expulsion, removal or suspension if he was a member under these Rules. Upon such withdrawal, the Nominee concerned shall cease to enjoy all the privileges and rights accorded to him as a Nominee. The Corporate Member may upon payment of a nomination fee to be determined by the Committee nominate another person in substitution for the Nominee so withdrawn.

- iv) The Nominee, whether original or substituted, shall be subject to acceptance by the Committee at its absolute discretion. Every Nominee shall upon his acceptance by the Committee be deemed to have agreed to be bound by these Rules and the Bye-laws which shall apply to him in like manner as it would to a member unless the context otherwise requires.
- v) A Nominee shall not be entitled to transfer any of the rights or privileges accorded to him under these Rules or the Bye-laws.
- vi) A Corporate Member shall be liable for the payment of all subscriptions, nomination fees and other monies due on the account of its Nominees with the Club.
- vii) A Nominee's appointment shall cease on his death, his resignation, the withdrawal of his nomination, or on the Corporate Member nominating him ceasing to be a member whichever shall first occur.
- viii) Subject to the approval of the Committee as laid out in Rule 15 and upon payment of a transfer fee, a Corporate Member may transfer its membership to another company or corporation.
- ix) The manner of the transfer and any fees payable thereon shall be determined by the Committee.

CLUBHOUSE MEMBERS

- 12 i) Clubhouse membership shall be open to persons who have attained the age of twenty-one (21) years and who are residing or carrying on business in Singapore and who are not otherwise precluded from membership under these Rules.
- ii) The total number of Clubhouse Members shall not exceed five hundred (500) or fifteen percent (15%) of the total number of Ordinary Members, whichever is lesser provided always that the Committee may in its sole discretion reduce the number of Clubhouse Members from time to time as it thinks fit.
- iii) A Clubhouse Member shall hold membership in the Club from month to month at the sole discretion of the Committee.
- iv) A Clubhouse Member shall be restricted to the use of the following facilities of the Club:
 - (a) Bar;
 - (b) Restaurant;
 - (c) Guestrooms;

- (d) Jackpot; and
- (e) Such other of the Club's facilities as the Committee may from time to time decide.

Save as provided above, a Clubhouse Member shall not be entitled to use any facilities of the Club and in addition shall not be entitled to:

- a) Transfer his membership;
 - b) Participate in any Club event unless at guest rates;
 - c) Vote at General Meetings and to hold office;
 - d) The right to nominate and second members for election into the offices of the Committee.
- v) The spouse and children of a Clubhouse Member shall not be entitled to the privileges set out in Rule 13.
 - vi) A Clubhouse Member shall not be liable for the debts of the Club but shall pay an entrance fee and a monthly subscription of such amount, and shall maintain with the Club a refundable deposit of such amount as the Committee may from time to time in its sole discretion decide.

SPOUSES, CHILDREN OF MEMBERS AND JUNIOR MEMBERS

- 13 i) Subject to Rule 9, Rule 10 and Rule 14(vii), children of 16 years and below and spouses of Patrons, Ordinary (Family) Members and Nominees may enjoy the privileges accorded to that Patron, Ordinary (Family) Member or Nominee subject to such terms and conditions as the Committee may determine but they shall not be entitled to hold office, nominate or second members for election into office, participate and / or vote at General Meetings, provided that spouses of Patrons, Ordinary (Family) Members and Nominees may be co-opted as members of sub-committees appointed pursuant to Rule 21 (ii).
- ii) Children who are 6 years and above but below 21 years of age and whose parents are Patrons, Ordinary (Family) Members or Nominees may apply to be enrolled as Junior Members at such monthly subscriptions to be determined by the Committee. Such application must be submitted to the Club within six (6) months from the date the child turns 16 and shall be subject to the acceptance of the Committee and the membership of a Junior Member may at any time and at the absolute discretion of the Committee be cancelled. If no such application is received within the time stipulated, the right for the child to be enrolled as a Junior Member is terminated.

- iii) Junior Members shall have the right to introduce guests to the Club and shall be entitled to use all the facilities of the Club subject to such restrictions or conditions as the Committee may determine but shall not be entitled to hold office, vote at General Meetings, nominate or second members for election into office.
- iv) A Patron, Ordinary (Family) member or Nominee whose child is enrolled as a Junior Member shall be responsible for all liabilities and debts due to the Club incurred by the child as a Junior Member and shall indemnify the Club acting through the Committee against the cost of repairing or replacing any property of the Club damaged by the Junior Member or any damage or loss suffered by the Club arising from the Junior Member's non-observance of these Rules or the Bye-laws.
- v) Where a Junior Member attains the age of 21 years his membership shall cease but he may apply to become an Ordinary Member subject to the approval of the Committee and the payment of a conversion fee in lieu of the normal entrance fee for such membership. The conversion fee payable by a Junior Member at the date of conversion shall be determined by the Committee.
- vi) Where a Junior Member marries above the age of 18 and under the age of 21, his membership shall cease. He may however apply to be enrolled as an Ordinary (Family) Member on the payment of an entrance fee equal to the conversion fee to be determined by the Committee under these Rules.
- vii) The membership of a Junior Member shall cease upon both his parents ceasing to be Ordinary (Family) Members. In the case of a Junior Member whose parent is a Nominee of a Corporate Member, upon such Nominee's appointment ceasing as provided in Rule 11. In the case of a Junior Member whose parent is a Patron, upon the cessation of that parent as a Patron of the Club.

ABSENT MEMBERS

- 14 i) This Rule shall apply to Ordinary Members only.
- ii) Any member may apply and be placed on the list of Absent Member for such period ("the approved period") and on such terms at the absolute discretion of the Committee. The approved period shall be not less than six months and not more than twelve months.
- iii) An application to be placed on list of Absent Members must be submitted to the General Manager one month prior to the intended departure of the member supported by:-

- a) A certification that the member has paid all amounts owing to the Club at the time of application;
 - b) Sufficient evidence to show that the member will be away from Singapore for a period not less than six months;
 - c) Any other documents that the Committee may require from time to time.
- iv) An Absent Member shall surrender his membership card when placed in the list of Absent Members.
 - v) Unless and until his application to be placed in the list of Absent Members is approved, the member shall continue to pay the normal subscription fees. A member who is placed on the list of Absent Members shall pay in lieu of his normal subscriptions an Absent Member fee to be determined by the Committee during the approved period. An Absent Member shall pay the normal subscription payable by a member of his category for the month in which he leaves and the month in which he returns. Upon the expiry of the approved period, the member shall pay the normal subscription fees.
 - vi) An Absent Member may apply to extend the approved period by submitting another application in Rule 14(iii) one month prior to the expiry of the approved period. Unless and until his application to extend the approved period, the member shall continue to pay the fees outlined in Rule 14(v).
 - vii) The spouse and the children of an Absent Member, except where such spouse or children are members in their own right, shall not be entitled to use the facilities of the Club during the period of the member's absence.

TRANSFER OF MEMBERSHIP

- 15 (i) Save where expressly provided in this Rule 15, membership in the Club including the rights and privileges thereof shall not be transferable.
- (ii) An Ordinary/Corporate Member may apply to transfer his/its membership only to a person or company or corporation found to be eligible to be a member of the Club, as determined by the Committee in its absolute discretion.
- (iii) If the Committee rejects the application, the application to transfer shall be deemed to be void and the intended transferor shall be eligible to transfer his/its membership to any person/company or corporation other than the same person/company or corporation rejected by the Committee

- (iv) Any person/ company or corporation found to be ineligible to be a member of the Club shall not be entitled to apply to be a member for a period of one year except with the consent of the Committee

- (v) The Club may be appointed as an agent by the Ordinary/ Corporate Member to arrange for the transfer of his/its membership to any person/ company or corporation eligible to be a member of the Club. In the event that the Club is appointed as an agent the Club may impose such fees as the Committee may determine in its sole discretion for the services rendered as an agent. However, all disbursements incurred by the Club in effecting the sale shall be borne by the Ordinary/Corporate Member and the Ordinary/Corporate Member shall only be paid the balance (if any) of the sale price after deduction of all amounts due to the Club.

- (vi) The Committee, at its absolute discretion, shall have the power to waive the transfer fee payable or impose a administrative fee where the membership sought to be transferred is that of an Ordinary Member who has been a member of the Club for over ten years and attained the age of 55 and the transfer sought is to his child or grandchild of over 21 years of age.

- (vii) Notwithstanding any Rule to the contrary, the discretion of the Committee not to accept a person/ company or corporation as a member of the Club shall be final and binding and shall not be subject to review or appeal by either the Ordinary/Corporate Member seeking to transfer his/its membership or the person/ company or corporation not accepted as a member.

- (viii) Nothing herein shall restrict the discretion of the Committee to reject the application to transfer a Corporate Membership if the transferee corporation is not acceptable to the Committee or it is deemed by the Committee that the transfer, if effected, may be seen to be an attempt to accord an undue preference to the creditors of the Corporate Member under Section 329 of the Companies Act, Chapter 50, or such other legislation dealing with such matters.

MEMBERSHIP UPON DEATH/WINDING UP

- (ix) Upon the death of an Ordinary Member or the making of a Winding Up Order against Corporate Member, and upon the application by the administrator, executor or Liquidator (as the case may be), the membership can be transferred in accordance with the Rules, subject always to all liabilities being settled and the transfer is made in accordance with the prevailing laws of Singapore.

MORATORIUM ON TRANSFER

- (x) Notwithstanding the provisions of this Rule 15, no Ordinary Member/ Corporate Member shall be permitted to transfer his/its membership unless within such period of time, as decided by the Committee, from time to time.

APPLICATION FOR MEMBERSHIP

- 16 i) The power of admitting members shall be vested solely in the Committee which shall have power in its absolute discretion and at any time to accept or reject any application for membership or to restrict the admission of any category of members to any specific number and upon such terms and conditions as the Committee may in its absolute discretion deem fit including the power to vary or rescind such restriction.
- ii) Every application for membership shall be made on a form prescribed by the Committee and be accompanied by such entrance fee and subscription as the Committee may determine. The applicant shall upon acceptance by the Committee become a member of the Club and shall be regarded as having agreed to be bound by these Rules and the Bye-laws.
- iii) Every person who becomes a member in accordance with these Rules, shall remain a member until he ceases to be so in accordance with these Rules.

ENTRANCE FEE, CONVERSION FEE, MONTHLY SUBSCRIPTIONS, TRANSFER FEES & OTHERS

- 17 i) Any entrance fees, conversion fees, subscriptions, transfer fees and administrative fees payable by any category of members shall be determined by the Committee. All fees paid are not refundable upon the death, resignation, withdrawal, suspension, expulsion of the member or otherwise.

- ii) The Committee may prescribe any fee of varying amounts and may in its absolute discretion waive any fees or any part thereof payable by any member.
- iii) Subscriptions shall be payable in advance for such period as may be determined by the Committee. A full month's subscription shall be payable for any part of a month for which a person is a member.

GUESTS AND VISITORS

- 18
- i) Any Patron, member or Nominee (other than an Absent Member) or his spouse may subject to these Rules and Bye-laws introduce guests to the Club. A guest may enjoy all the facilities of the Club subject to these Rules and the Bye-laws and any restrictions and conditions as may be determined by the Committee. Any guest using the facilities shall pay such fees as may be prescribed by the Committee.
 - ii) A Patron, member, Nominee or his spouse introducing a guest shall be responsible for any debt to the Club incurred by such guest and for the observance by such guest of these Rules and the Bye-laws. It is the duty of the introducer to acquaint his guest on the terms, conditions and any restrictions pertaining to the use of the Club's facilities by guests and shall indemnify the Club acting through the Committee against the cost of repairing or replacing any property of the Club damaged by the guest and against any loss or damaged suffered by the Club arising from the guest's non-observance of these Rules, the Bye-laws or any terms, conditions or restrictions prescribed by the Committee.
 - iii) The Committee or the General Manager may, without assigning any reason, prohibit the use of the Club's facilities by any guest and may on any occasion declare the Club closed to all guests
 - iv) No person whose membership has been suspended or who has ceased to be a member under Rule 35 or 36 or from whom the rights or privileges of the Club have been withdrawn or who has been declared by the Committee to be unsuitable to be introduced as a guest into the Club without the written permission of the Committee.
 - v) Unless specifically permitted by the Committee, no person shall be introduced as a guest to the Club more than once in any calendar month.
 - vi) The Committee may subject to these Rules admit any person as a visitor. A visitor may enjoy all the facilities of the Club subject

to these Rules and the Bye-laws provided that any visitor using the facilities shall pay such fees and shall comply with such terms and conditions as may be prescribed by the Committee.

MANAGEMENT OF THE CLUB

19 i) The management of the Club shall be entrusted to a Committee consisting of:

- a) Chairman;
- b) An Honorary Secretary;
- c) An Honorary Treasurer; and
- d) Four Ordinary Committee Members

all of whom shall be elected by the members at the General Meeting of the Club for a term of two (2) years. Subject as provided in Rules 28(iii) and 28(vi), a person occupying any of the following posts is subject to a cap on the number of consecutive terms applicable to such post, as follows:

- (i) Chairman - maximum two (2) consecutive terms;
- (ii) Ordinary Committee Members - maximum four (4) consecutive terms.

Subject as provided in Rules 28(iii) and 28(vi), a person serving as Honorary Treasurer may not occupy the same post for consecutive terms, but is not excluded from being elected to such post in future.

ii) As soon as practicable, the Chairman shall select among those elected to the Committee one person who shall act as the Vice-Chairman. The maximum term for the Vice-Chairman is two (2) consecutive terms.

iii) Where the office of a Committee Member elected under Rule 19(i) is vacated, the remaining Committee Members may elect any existing Ordinary Member of the Club to fill the vacancy for the remaining term of office of the Committee Member who vacated his office.

iv) The office of a Committee Member shall be vacated in any one of the following events:

- a) if he becomes prohibited from holding such office by reason of any Act of Parliament;

- b) if he resigns by writing under his hand addressed to the Committee and delivered to the Honorary Secretary or the Chairman;
 - c) if he has a-Bankruptcy Order made against him or compounds with his creditors generally;
 - d)if he is found lunatic or becomes of unsound mind;
 - e) if he dies;
 - f) if he is absent from meetings of the Committee for a continuous period of six months without leave from the Committee and the Committee resolve that his office be vacated;
 - g) if his term of office is terminated in accordance with the provisions of these Rules; or
 - h) if for any reason whatsoever he ceases to be a member of the Club, or if his membership is suspended.
- v) All Committee Members shall act honestly and exercise reasonable diligence in the performance of their duties to the Club in accordance with these Rules as amended from time to time and any Bye-laws made hereunder. All Committee Members shall be deemed agents of the Club.

DUTIES OF OFFICE BEARERS

- 20 i) The Chairman
- (a) he shall act as Chairman at all General and Committee meetings when present at the said meetings, unless otherwise provided in these Rules
 - (b) He shall represent the Club in its dealings with outside persons.
- ii) The Vice Chairman
The Vice-Chairman shall assist the Chairman in his duties and deputise for him in his absence.
- iii) The Honorary Secretary
- In addition to any other duties prescribed under these Rules:
- a) he shall keep all minutes of Committee Meetings;

- b) he shall forward to the Registrar all information required by the Registrar including the Annual Returns, the Statement of Income and Expenditure and Balance Sheet of the previous financial year, Minutes of the Annual General Meeting and the Annual Accounts of the Club; and
- c) he shall generally be responsible for and do all such things or acts as are required to be done by a club secretary under any existing laws and regulations for the time being in force.

iv) The Honorary Treasurer

In addition to any other duties prescribed under these Rules:

- a) he shall direct the keeping of funds and the collection and disbursement of all moneys on behalf of the Club and be responsible generally for their safe-keeping;
- b) he shall direct the maintenance of correct and up-to-date accounts of all monetary transactions and shall be responsible for their correctness;
- c) he shall direct the preparation and submission for auditing the Annual Statement of Accounts (Statement of Income and Expenditure and Balance Sheet); and
- d) he shall generally be responsible for and do all such things or acts as are required to be done by a club treasurer under any existing laws and regulations for the time being in force.

v) The Ordinary Committee Members

They will attend and participate in all General and Committee Meetings and assist in carrying out the decisions made at these meetings.

POWERS OF THE COMMITTEE

- 21 i) The Committee shall subject to these Rules have full power to decide any question relating to the management of the Club and all questions arising out of or not covered by these Rules.
- ii) The Committee may appoint sub-Committees to be constituted as the Committee thinks fit and may delegate to such sub-Committees such part of its duties or powers as it deems fit.

The chairman and members of such sub-Committees shall be appointed by the Committee. The term of all subcommittees shall expire on the date of the next Annual General Meeting of the Club.

- iii) Any member of the Committee or the General Manager may in its/his absolute discretion require a Patron, a member or a Nominee or his guest (or guest of his spouse) or a visitor forthwith to comply with any provisions of these Rules or the Bye-laws and on their refusal to do so, to prohibit the entry or to require the immediate departure of such Patron, member, Nominee, guest or visitor from the Club's premises on that occasion.
- iv) If less than four (4) persons are elected as Ordinary Committee Members at the Annual General Meeting, the Committee may co-opt any member it deems fit to fill the vacancy for the term of office of an Ordinary Committee Member.
- v) The Committee may not act contrary to the expressed wishes of the General Meeting without prior reference to it and shall always remain subordinate to the General Meetings.

PROCEDURES AT COMMITTEE MEETINGS

- 22 i) At every meeting of the Committee, four (4) members of the Committee shall form a quorum.
- ii) The Chairman or, in his absence, the Vice Chairman, or in his absence a member of the Committee to be elected by the Committee Members present at a meeting, shall preside at the meeting of the Committee.
- iii) Decisions at meetings of the Committee shall be adopted by a simple majority of the votes of the Committee Members present and voting. In the case of an equality of votes the chairman of the meeting shall have a casting vote.
- iv) The Committee shall not be precluded from holding a meeting or acting on a matter merely by reason of any vacancy in its membership.
- v) The Committee shall meet as and when necessary but in any case not less than once in every two (2) months. The Chairman may convene a meeting of the Committee on his own volition and the General Manager shall convene a meeting on the request of any two (2) members of the Committee.

EXPENDITURE

- 23 i) The Club shall be solely responsible for all expenses connected with the Club's operations and for the engagement and dismissal and payment of officers and servants including the payment of their salaries and for catering and all other matters involving the expenditure of money notwithstanding that such expenses and matters may have been incurred or carried out by the Committee.
- ii) The Committee shall have full power to incur capital expenditure on development, purchase all machinery, equipment, furniture and to incur all necessary expenditure in connection with the upkeep and maintenance of the Club and its facilities on behalf of the Club limited to a maximum sum of Singapore Dollars five hundred thousand (\$500,000.00) only within one (1) financial year. The Committee shall also have full power to incur expenses relating to the engagement and dismissal of employees of the Club.
- iii) Any capital expenditure in excess of Singapore Dollars five hundred thousand (\$500,000.00) only within any one (1) financial year (deemed as major capital expenditure) shall be incurred only upon the passing of a resolution approving the same by the members at a General Meeting to be convened to discuss the same. For the purposes of this Rule, "major capital expenditure" refers to the acquisition or replacement of new equipment, construction or upgrading of new structures or facilities and costs related to these expenditure.

POWERS TO BORROW

- 24 Subject to Rule 39(x) and subject to the passing of the a resolution by the members at a General Meeting convened to discuss the same, the Committee may from time to time raise or borrow for the purposes of the Club such sums of money as decided by the general meeting of members, and may raise or secure the payment of such monies in such manner and upon terms and conditions in all respects as it thinks fit and for this purpose the Chairman and such other person or persons appointed by the Committee from time to time shall be empowered to execute all documents relating to such loans on behalf of the Club.

GENERAL MANAGER

- 25 i) The Committee may appoint a General Manager for the Club who shall be responsible to the Committee for the day-to-day administration of the affairs of the Club in accordance with the directions of the Committee.
- ii) For the purpose of meeting petty cash expenses, the General Manager shall retain such sum as may be determined by the Committee.

USE OF CLUB

- 26 i) Every member of the Club may, subject to these Rules and the Bye-laws use and enjoy, in common with the other members of the Club, such amenities as may be provided for the members of the category to which he belongs but shall not by reason of his membership be under any financial liability except for payment of his entrance fees, monthly subscription, levy or other dues to the Club under these Rules or the Bye-laws. Notwithstanding the foregoing, a member who damages any property of the Club shall indemnify the Club acting through the Committee against the cost of repairing or replacing such property or any damage or loss suffered by the Club arising from his non- observance of these Rules or the Bye-laws.
- ii) The Committee or the General Manager shall have the right to restrict the use of any of the Club's facilities by any category of members and, subject to the provisions of these Rules and the Bye-laws, all members may at all times use in common all the facilities and property of the Club and may be supplied, with meals, refreshments, liquors, services and things as are provided by the Club for the members at such charges as the Committee may determine.

ANNUAL GENERAL MEETINGS

The supreme authority of the Club is vested in a General Meeting of the members.

- 27 i) The Annual General Meeting of the Club shall be held not later than the 30th of June in each year on a day and time to be determined by the Committee 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 in accordance with Rule 28;
- (c) To appoint auditors for the ensuing year;

- (d) To transact any other business of which seven (7) clear days' notice has been given in writing to the Honorary Secretary.
- ii) Fourteen (14) days' notice in writing of the Annual General Meeting shall be given to every member of the Club entitled to vote thereat; and the notice shall specify the agenda of the meeting.

ELECTION OF COMMITTEE MEMBERS

- 28 (i) There shall be an election for each of the post in the Committee.
- (ii) Every candidate for election shall be proposed and seconded on the prescribed forms and such forms must be signed by the candidate for election as signifying his willingness and eligibility to accept office, but the Committee may in special circumstances as determined by it in its sole discretion waive this requirement. Nominations must be received by the Honorary Secretary not less than seven (7) clear days before the date of the Annual General Meeting and the names of those nominated shall be posted on the Notice Board not less than five (5) clear days before the date of the Annual General Meeting.
- (iii) If there is no nomination received for any of the posts, the members present at the Annual General Meeting shall be entitled to propose, second and elect such further members of the Committee as are necessary to fill the required posts. In the event that no nominations are received for all the posts in the Committee, it shall be obligatory for members present at the meeting to elect a Chairman, Honorary Secretary and Honorary Treasurer into office at the Annual General Meeting, and such elected persons may at their discretion co-opt any member to fill any other vacant posts in the Committee. The restrictions in Rule 19(i) shall not apply to a person elected as Chairman by members at the Annual General Meeting in accordance with this Rule, in the absence of a nomination.
- (iv) If there is only one nomination received for any of the post upon the close of nomination period, then, that candidate shall be declared as duly elected to that post.
- (v) If more than one (1) nomination is received for the post of Chairman, Honorary Secretary or Honorary Treasurer, the members will be required to vote for a nominated candidate to occupy the contested post, and the candidate who secures the highest number of votes shall be declared elected to that post. In the event of a tie, the chairman of the meeting will cast the deciding vote.

- (vi) Election shall be by ballot if more than four (4) nominations are received for the post of Ordinary Committee Member. The four (4) candidates who have each secured one of the top four highest number of votes shall be declared elected to the post of the Ordinary Committee Members. In the event of a tie, the chairman of the meeting shall cast an additional vote.

If there are fewer than four (4) nominations received, the other elected Committee Members may co-opt any member as they deem fit to fill a vacancy under Rule 21(iv). In such an event, the restrictions in Rule 19(i) shall not apply to any member who has been co-opted to the post of Ordinary Committee Member.

- (vii) No person shall be eligible for election to the Committee unless he has been an Ordinary Member for at least six (6) months next preceding the closing date of nomination.
- (viii) The Committee shall pass such bye-laws as is necessary for a fair election to be carried out in a proper and dignified manner.
- (ix) Any changes in the Committee shall be notified to the Registrar of Societies within two (2) weeks of the change.

EXTRAORDINARY GENERAL MEETINGS

- 29 i) Extraordinary General Meetings may be convened by the Committee by giving not less than fourteen (14) days' notice to each member. Extraordinary General Meetings may also be convened at the request in writing of fifty (50) members delivered to the General Manager who shall then convene such meeting within thirty (30) days of the receipt of such request, giving not less than fourteen (14) days' notice to each member.
- ii) No business other than that specified in the notice of an Extraordinary General Meeting shall be transacted at the said Extraordinary General Meeting without the sanction of the chairman of the meeting
- iii) The Chairman shall preside at all Extraordinary General Meetings at which he is present but in his absence the Vice-Chairman shall preside and in his absence, the members present and entitled to vote at the General Meeting shall elect one of their number to preside at the meeting SAVE THAT the Chairman (or Vice-Chairman) shall not be allowed to preside at any Extraordinary General Meeting in which any resolution adverse to the Chairman or the Vice-Chairman, as the case may be is proposed to be passed.

- iv) At least seventy-five percent (75%) of those who have requested that an Extraordinary General Meeting be convened must be present at the meeting.
- v) In the event that conditions laid down in Rule 29(iv)-could not be met, the chairman of the meeting shall declare the meeting dissolved and no such Extraordinary General Meeting shall be convened for the same purpose for a period of six (6) months commencing from the date the meeting was dissolved.

PROCEDURES AT ANNUAL AND EXTRAORDINARY GENERAL MEETINGS

- 30 i) One-quarter (1/4) of the total number of members eligible to vote shall constitute a quorum for the Annual General Meeting.
- ii) Where there is no quorum at an Annual General Meeting the meeting shall be adjourned for half (1/2) an hour and thereafter members present and entitled to vote thereat shall be deemed to constitute a quorum.
- iii) For Extraordinary General Meetings, one hundred (100) members entitled to vote thereat shall be the quorum provided that if within half (1/2) an hour from the time appointed for the meeting, a quorum is not present, the meeting shall be dissolved.
- iv) At all General Meetings every member who is entitled to be present and is eligible to vote thereat shall be entitled to one vote upon every question raised.
- v) The Chairman shall preside at all General Meetings at which he is present but in his absence the members present and entitled to vote at the General Meeting shall elect one of their number to preside at the meeting.
- vi) Decisions at all General Meetings shall be adopted by a simple majority of the votes of the members present and entitled to vote thereat save where any other majority is required under these Rules. Where there is an equality of votes the chairman of the meeting, shall have a casting vote. Decisions adopted as aforesaid shall be binding on all members.

THE RIGHT TO VOTE

- 31 Subject to 33(v), only, Ordinary Members, and such other categories of members with voting rights as are created by the Committee pursuant to Rule 7 (ii) shall have the right to vote at General Meetings. The right

of a member to vote at a General Meeting shall be suspended if the member has not discharged all his liabilities to the Club and shall be restored only after his having done so.

AUDIT/FINANCIAL YEAR

- 32 i) The accounts of the Club shall be audited by a firm of Auditors approved by the Committee and appointed at the Annual General Meeting. No partners or employees of the Auditors shall be eligible to sit on the Committee or any sub-committee of the Club.
- ii) The Financial Year of the Club shall be from 1st April to 31st March.
- (iii) Within one (1) week of its election under Rule 28 or the Annual General Meeting (where no elections are held) (as the case may be), the Committee shall invite members to be appointed as a member of an Audit Sub-Committee. The Committee shall interview all applicants to the post and within four (4) weeks, the Committee shall appoint an Audit Sub-Committee to assist in the administration of the finances of the Club. The Committee is at liberty to invite non-members to be appointed as a member of the Audit Sub-Committee.
- (iv) The Audit Sub-Committee:
- (a) can comprise members or non-members of the Club save that the Chairman of the Audit Sub-Committee shall be a member of the Club;
 - (b) Shall not be more than five (5) and not less than three (3) in number;
 - (c) shall commence its term of appointment from its date of appointment and shall continue until the date of the next Annual General Meeting of the Club.
- (v) The Audit Sub-Committee shall:-
- (a) hold at least two meetings within its term of appointment;
 - (b) be given the monthly financial statements of the Club;
 - (c) deemed necessary, conduct periodic review of the Club's daily administration of its finances and this shall include but is not limited to changing and enforcing internal finance controls;
 - (d) review the annual financial statements prepared for the Club and make recommendations thereon to the Committee;

- (e) if deemed necessary, review the terms of engagement of the Club's auditors and make its recommendations to the Committee
 - (f) upon invitation of the Committee, review and make recommendations (if any) on any material financial transaction which has a significant impact on the Club and its finances
 - (g) generally, to do all acts as is necessary to maintain proper financial governance of the Club
 - (h) to render such reports to the auditors of the Club, as it deems fit, of any irregularities in the financial governance of the Club.
- (vi) The office of a member of the Audit Sub-Committee shall be vacated in any one of the following events:
- (a) if he becomes prohibited from holding such office by reason of any Act of Parliament;
 - (b) if he resigns by writing under his hand addressed to the Committee and delivered to the Honorary Secretary or the Chairman;
 - (c) if he has a Bankruptcy Order made against him or compounds with his creditors generally;
 - (d) if he is found lunatic or becomes of unsound mind;
 - (e) if he dies;
 - (f) if he is absent from meetings of the Audit Sub-Committee for a continuous period of two months without leave and the Audit Sub-Committee resolve that his office be vacated;
 - (g) if requested in writing by the other members of the Audit Sub-Committee to resign; or
 - (h) and for those members of the Audit Sub-Committee who are Members of the Club, if for any reason whatsoever he ceases to be a member of the Club, or if his membership is suspended.

MEMBERS' ACCOUNTS

- 33 i) Every member shall communicate any change of address immediately to the General Manager in writing in accordance with Rule 37(ii).
- ii) The account of each member of the Club shall be kept by the General Manager as directed by the Honorary Secretary and each member of the Club shall keep his account in credit.
- iii) The Committee may require members to place a deposit with the Club in a sum not exceeding in the aggregate one year's subscription provided that in any special case the Committee may require a deposit in excess of this limit. The Committee may apply a member's deposit to satisfy any liabilities of monies due from the member to the Club.
- vi) The General Manager shall issue a written notice to any member whose account is in debit. The member shall place his account in credit within seven (7) days from the date of the said notice. If the member fails to place his account in credit within the period stipulated, his rights and privileges of the Club shall be withdrawn by the Committee and which may thereafter only be restored upon credit being established in the member's account.
- v) 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 General Meeting so long as his account is in debit
- vi) If the member fails to place his account in credit within twenty-one (21) days from the date of the written notice referred in Rule 33(iv), the General Manager shall issue a written notice ("the Defaulter's Notice") by registered post to the member's last known address.
- vii) If the member fails to place his account in credit within fourteen days (14) of the date of Defaulter's Notice, the General Manager shall list the member as a defaulter on the Club's notice board, with the approval of the Committee.
- viii) If the member fails to place his account in credit within fourteen (14) days of his name being posted on the Club's notice board as a defaulter, the General Manager shall seek the approval of the Committee to expel him and upon approval being given, the member shall be expelled.
- ix) Without prejudice to the provisions in this Rule, the Committee is further entitled to take such actions as may be necessary including legal actions against any member(s) who defaults in the payment of the entrance fees, conversion fees, subscriptions and/or any other charges or sums as may be required to be paid to the Club under these Rules and Bye-Laws.

- x) All costs and expenses including legal costs incurred by the Club for the issuance of letters of demand and/or any proceedings or legal actions taken for the recovery of entrance fees, conversion fees, subscriptions and/or any other charges or sums as may be payable to the Club shall be borne by the defaulting member on an indemnity basis.
- xi) An interest of ten percent (10%) per annum shall be levied on all late payments due to the Club after the expiry of thirty (30) days from the due date.
- xii) A member who ceases to be a member under this Rule shall not thereafter be eligible as a candidate for membership or as a guest in the Club.

RESIGNATION OF MEMBERS

- 34 i) A member may resign his membership by giving to the General Manager of the Club notice in writing, such resignation to be of immediate effect upon receipt by the General Manager of the Club. The member who has tendered his resignation shall remain liable for all debts due from him to the Club and shall be not entitled to any refund of the entrance fees and/or subscription fees and/or other amounts previously paid. The member shall further pay the full subscription due for the month in which such notice is given.
- ii) A member who has transferred his membership shall be deemed to have resigned on the date the transferee is accepted as a member by the Committee.

REPRIMAND, SUSPENSION OF MEMBERSHIP AND EXPULSION

- 35 i) The Committee may reprimand a member or suspend his membership for a period not exceeding two (2) years or expel him if his conduct is such as shall, in the opinion of the Committee be injurious to the dignity of the Club or prejudicial to the interests of the members or is in breach of any of the provisions of these Rules or the Bye-laws.
- ii) For the purposes of this Rule, the Committee may appoint a Disciplinary Committee and may delegate to the Disciplinary Committees such part of its duties or powers under this Rule on such terms as it deems fit. The chairman and members of the Disciplinary Committee shall be appointed by the Committee.
- iii) There are shall five (5) members of the Disciplinary Committee comprising three (3) Committee Members and two (2) Ordinary

Members. The Disciplinary Committee shall pass such rules as is necessary to carry out its duties

- iv) Before a member is reprimanded, suspended or expelled under 35(i) the Disciplinary Committee shall inquire into his conduct and give him an opportunity to defend himself and to justify or explain his conduct. If such member refuses to attend the meeting convened to hear his defense, the Disciplinary Committee shall nevertheless proceed in his absence. The decision of the Disciplinary Committee shall be relayed to the Committee. No appeal shall lie from the decision of the Disciplinary Committee.
- v) If the Disciplinary Committee is of the opinion that the member has failed to justify or explain his conduct satisfactorily, the Committee may either reprimand him, suspend his membership for a period not exceeding two (2) years or expel him from membership in the Club or otherwise call upon him to resign as the Committee in its absolute discretion deems fit and in accordance with the Committee's perception of the gravity of his misconduct.
- vi) A member whose membership is suspended shall cease to enjoy all the rights and privileges of membership during the period of suspension but shall however remain liable for and continue to pay his monthly subscription and all other monies payable under these Rules or Bye-laws during the period of suspension.
- vii) A member who has been suspended for a period of three (3) months or more shall not thereafter be eligible for election or appointment as a member of the Committee or any Sub-Committee constituted by the Committee.
- viii) A member expelled under this Rule shall forfeit all the rights and privileges of membership and all rights against the Club and shall not thereafter be eligible as a candidate for membership or as a guest in the Club.

CESSATION OF MEMBERSHIP

- 36 i) Without prejudice to any other provisions of these Rules, any member:
 - (a) who has been convicted in a court of law of competent jurisdiction of any criminal offence involving violence, fraud or dishonesty or such offence, which in the opinion of the Committee would, if permitted to remain as a member, place the Club in disrepute or embarrass the Club in any way; or

- (b) who becomes an enemy alien, or
- (c) who, unless the contrary is proved, leaves the country to evade criminal proceedings, or
- (d) who is proven to have taken drugs within the Club's premises

shall cease to be a member.

- ii) A member on ceasing to be a member shall forfeit all rights and privileges to the Club, its property and its funds but he or his estate as the case may be shall remain liable for any liabilities and obligations to the Club incurred or undertaken by him while he was a member.
- iii) A member who ceases to be a member under this Rule shall not thereafter be eligible as a candidate for membership of or as a guest in the Club.

NOTICES

- 37 i) No paper, notice or placard, written or printed, shall be exhibited, put in the Club premises, or in any way brought to the notice of members without the prior written approval of the General Manager.
- ii) All notices required by these Rules or the Bye-laws to be given to a member may be given by prepaid letter addressed to the member at the last known address which he has furnished to the General Manager and shall be deemed to have been given on the day following the day on which it was posted. All notices required by these Rules or the Bye-laws to be given by a member may be given by prepaid letter addressed to the Club. Notices sent by facsimile and electronic mail will be accepted so long as it contains a verifiable signature and the same notice is sent to the Club or member (as the case may be) in the manner stated in this Rule.

BYE-LAWS

- 38 i) The Committee shall have power to make, vary or revoke Bye-laws for the management and regulation of the affairs of the Club and the conduct of its members.
- ii) All Bye-laws shall, until revoked by the Committee, be binding on all members upon the expiry of seven (7) days after the same is posted on the Club's notice board.

PROHIBITIONS

- 39 i) The taking of drugs within the Club's premises is strictly forbidden.
- ii) Gambling of any kind is forbidden in the Club premises unless it is for the expressed purpose of raising funds for the Club and the necessary permit or licence has been obtained from the competent authorities under any written law.
- iii) Notwithstanding the provisions of paragraph (ii) of this Rule jackpot machines may be installed in the Club's premises and lotteries may be organised with the approval of the Committee and the relevant government authorities.
- iv) The funds of the Club shall not be used to pay the fines of members who have been convicted in Court.
- v) No member shall borrow in the name of, or pledge the credit of, the Club.
- vi) The Club shall not attempt to restrict or interfere with trade 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.
- vii) The Club shall not indulge in any political activity or allow its funds and/or premises to be used for political purposes.
- viii) No member shall reprimand a Club servant. If a member has any cause of complaint against a Club servant, he shall bring the same to the Committee in writing.
- ix) No member shall give the address of the Club in any advertisement, or use the Club address for business purposes.
- x) The Club shall not raise funds from the public for whatever purposes without the prior approval in writing of the Assistant Director Operations, Licensing Division, Singapore Police Force and other relevant authorities.

LIABILITY

- 40 i) No suit or other legal proceedings shall be made personally against any Committee Member, officer or employee of the Club or other person acting under the directions of the Club for anything which is done in good faith or intended to be done in the execution or purported execution of these Rules or the By-laws.
- ii) The Club, its Committee Members and employees shall not be liable for the death of or any personal injury caused to a Patron, member, Nominee or guest or visitor or any other person arising in any way out of his membership of the Club or through his or their use or enjoyment of the Club or its amenities, privileges or facilities or otherwise howsoever caused.

- iii) The Club, its Committee Members and employees shall not be liable for the loss of or damage to any article or property brought onto the Club's premises by a Patron, member, Nominee or guest or visitor or entrusted to a Club servant.
- iv) The Club shall indemnify the Committee Members and the Club's officers or employees against any claim or action in respect of death, personal injury, loss or damage arising as aforesaid under this Rule.

TRUSTEES

- 41 (i) If the Club at any time acquires any immovable property, such property shall be vested in trustees subject to a declaration of trust or any such document the Club deems fit.
- (ii) The trustees of the Club shall:
- (a) not be more than four (4) and not less than two (2) in number;
 - (b) be of good social standing;
 - (c) be appointed by the Committee for a term starting from the date of appointment until the date he vacates his office;
 - (d) not effect any sale or mortgage of property without the prior approval of the members at a General Meeting;
 - (e) be indemnified against any risk and expenses out of the Club's property.
- (iii) The office of the trustee shall be vacated
- (a) if the trustee dies or becomes a lunatic or becomes of unsound mind;
 - (b) if he is absent from the Republic of Singapore for a period of more than one (1) year;
 - (c) if he is guilty of misconduct of such a kind as to render it undesirable that he continues as a trustee
 - (d) if he submits a written notice of resignation from his trusteeship.
- (iv) Notice of any proposal by the Committee to remove a trustee from his trusteeship or to nominate or appoint a new trustee to fill a vacancy must be given to the members by posting it on the notice board in the Club's premises at least two (2) weeks before the meeting at which the proposal is to be discussed. The Committee shall take note of the feedback of the members on the proposal. The result of such meeting shall then be notified to the members and the Registrar of Societies.
- (v) Where by reason of the death, resignation or removal of any of the trustee and it shall appear necessary to the Committee that a new trustee shall be appointed or if the Committee shall deem it

expedient to appoint any additional trustees the Committee shall by resolution nominate the person to be appointed the new trustee subject always to Rule 41(iv) above. For the purpose of giving effect to such nomination the Chairman is hereby nominated as the person to appoint new trustees of the Club within meaning of Section 37 of the Trustees Act (Chapter 337) and he shall by deed duly appoint the person so nominated by the Committee as the new trustee of the Club and the provisions of the Trustees Act (Chapter 337) shall apply to any such appointment. Any statement of fact in any such deed of appointment shall in favour of a person dealing bona fide and for value with the Club or the Committee be conclusive evidence of the fact so stated.

- (vi) The address of each immovable property, name of each trustee and any subsequent change must be notified to the Registrar of Societies

POWERS OF COMMITTEE TO MAKE, AMEND, ADD TO OR REPEAL RULES

- 42 i) The Club shall not amend these Rules without the prior approval in writing of the Registrar of Societies. No alteration or addition/deletion to this Constitution shall be passed except at a general meeting and with the consent of two-thirds (2/3) of the voting members present at the General Meeting.
- ii) No such amendment, rescission or addition to these Rules as aforesaid shall come into force until the expiry of seven days after notice thereof has been given on the Club's notice board and approval in writing of the Registrar of Societies has been obtained thereto.
- iii) Any amendment, rescission or addition to these Rules in accordance with this Rule shall be binding on all the members of the Club.

INTERPRETATION OF RULES

- 43 The Committee shall subject to these Rules be the sole authority for the interpretation of these Rules and the Bye-laws made hereunder and the decision of the Committee thereon shall be final and binding on all members, unless reversed at a general meeting of members.

DISSOLUTION

- 44 i) The Club shall not be dissolved, except with the consent of not less than 3/5 of the voting members of the Club for the time being resident in Singapore expressed at a General Meeting convened for the purpose.

- ii) 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 proceeds of properties realized shall be donated to charitable institutions.
- iii) Notice of dissolution shall be given to the Registrar of Societies within seven (7) days of the dissolution.

MEDIATION

- 45 (i) It shall be a legal obligation on the part of any member who has a dispute or difference with the Club and/or the Committee to resolve such dispute or difference through mediation before such member resorts to court proceedings to resolve the same.
- (ii) When mediation is required the Mediator shall be appointed jointly by the member and the Club and/or the Committee as the case may be within one month of the dispute or difference arising and in default the appointment shall be made by the Chairman of the Singapore Mediation Centre which appointment shall be binding on all parties to the dispute or difference.
- (iii) For the avoidance of doubt this Rule shall amount to a condition precedent on the part of any member who has a dispute or difference with the Club and/or the Committee to attempt mediation as a means of resolving the dispute or difference before referring the same to court proceedings.
- (v) This Rule 45 shall not apply to any legal action which is:-
- (a) A recovery action of any moneys due to the Club from the member;
 - (b) A defamation action between a member and the Club and/or Committee;
 - (c) An action for any claim for loss and damages arising from an accident taking place within the Club's premises.