

CONSTITUTION OF SENTOSA GOLF CLUB

1. NAME, NATURE AND PLACE OF BUSINESS

- 1.1 The name of the Club is "Sentosa Golf Club".
- 1.2 The Club is a proprietary club, the proprietors and managers of which is Sentosa Development Corporation.
- 1.3 The place of business of the Club shall be at "27 Bukit Manis Road, Singapore 099892".

2. DEFINITIONS AND INTERPRETATION

In the interpretation of these Rules and the Bye-Laws the following terms shall unless the context otherwise requires, have the following meanings :

The Club	-	means the Sentosa Golf Club;
The Rules	-	means these Rules as originally framed or as altered from time to time by the Proprietor and approved by the Registrar of Societies;
The Bye-Laws	-	means the Bye-Laws as originally framed or as altered from time to time by the Proprietor;
The Proprietor	-	means Sentosa Development Corporation;
The Committee	-	means the General Committee for the time being of the Club referred in Rule 7 hereof;
Members	-	means the Honorary, Ordinary, Term, Corporate, Visiting, Absent and other new categories of Members of the Club for the time being.

In these Rules and the Bye-Laws, any matter to be prescribed, determined or decided by the Proprietor, or which is left to the discretion of the Proprietor, shall be in the Proprietor's sole and absolute discretion.

Words importing the singular include the plural and vice-versa and words importing a gender include every gender and references to persons include bodies corporate or unincorporate.

The headings to these Rules and Bye-Laws are for convenience only and have no legal effect.

3. OBJECTS

The objects of the Club are:-

- 3.1 To provide and maintain clubhouses and facilities for golf and other forms of recreation which the Proprietor may decide from time to time for its Members.
- 3.2 To acquire by purchase, lease, exchange, property of any tenure whatsoever on the island of Sentosa or elsewhere and to make use of any such property for any purpose connected with the foregoing objects of the Club.

4. CLUB COLOURS AND CREST

The logo graphically depicts the unique attributes of a golf club located on a special tropical island.

The symbol is contemporary in design and consists of the head and tail of a displaying peacock, together with the words Sentosa Golf Club Singapore set in capitals. The peacock is a unique icon for the Club. The plumes represent the greens of the course, while the white circles represent the holes. The head and body of the peacock represent the water surrounding the course.

5. CHAIRMAN AND DEPUTY CHAIRMAN

- 5.1 The Club shall have a Chairman who shall be the Chairman of Sentosa Development Corporation and a Deputy Chairman appointed by the Chairman of the Club from amongst the members of the Board of Sentosa Development Corporation.
- 5.2 The Chairman of Sentosa Development Corporation may appoint in writing any person for any period of time as he shall think fit to be his nominee as the Chairman of the Club.
- 5.3 All the powers, functions, duties and responsibilities of the Chairman shall, in his absence, similarly be vested in the Deputy Chairman. The Chairman or in his absence, the Deputy Chairman shall be responsible for the overall policy of the Club and may from time to time give such directions to the Committee as he deems fit and the Committee shall abide by such directions.

6. PATRON

The Chairman may appoint a person of high rank and distinction to be the Patron of the Club.

7. THE COMMITTEE

- 7.1 The President, Captain and Treasurer shall be appointed by the Chairman.

- 7.2 The Committee shall exercise the powers given to it by these Rules and shall subject to Rule 9 have such powers as may be delegated by the Proprietor from time to time.

The Committee shall consist of:

- (a) the President – the President shall preside as chairman at all Committee meetings and he may call a meeting of the Committee as often as he thinks fit;
 - (b) the Vice-President, as the President may appoint, with the approval of Chairman, who shall in the absence of the President, exercise all the powers, functions, duties and responsibilities of the President;
 - (c) the Captain – the Captain shall represent the members of the Greens Committee;
 - (d) the Treasurer – the Treasurer shall be the Proprietor's representative and shall keep and be responsible for the financial accounts of the Club;
 - (e) the Secretary – the Secretary shall keep and be responsible for all records (except the financial) of the Club and shall keep full and correct minutes of all proceedings of the Committee and he shall maintain an up-to-date Register of Members; and
 - (f) five (5) ordinary Committee members or such number as the President may decide and appoint – the ordinary Committee members shall advise on the general administration of the Club.
- 7.3 All Committee members shall be appointed to hold office for a term of two (2) years and each shall be eligible for re-appointment. The Proprietor may at its discretion remove any member from the Committee.
- 7.4 When any vacancy in the Committee occurs by death, resignation, insanity, bankruptcy or otherwise the Committee shall as soon as practicable take the necessary action to have the vacancy filled by the appropriate appointors.
- 7.5 Any casual vacancy arising among the Committee members shall be filled by nomination by the relevant appointor and shall hold office for so long as the member in whose place he is appointed would have held office.
- 7.6 The validity of any proceedings of the Committee shall not be affected by any vacancy among its members or by any defect in their appointment.
- 7.7 The Committee may appoint and remove anyone from amongst its members to be the Vice-Captain.
- 7.8 A Committee member shall be, in the Proprietor's opinion, one with high integrity and of good standing.

8. PROCEEDINGS OF THE COMMITTEE

- 8.1 The Committee members may meet and regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the event of equality of votes the chairman of the meeting shall have a second or casting vote.
- 8.2 No matters shall be transacted at any meeting of the Committee unless a quorum is present when the meeting proceeds to business. For all purposes, the quorum shall be

four (4) Committee Members present personally with at least two (2) of them being either the President, Vice-President, Captain or Treasurer.

- 8.3 The Committee shall meet at least once in two (2) months. Any Committee member may, and on the request of any Committee member, the Secretary shall, at any time summon a meeting of the Committee by notice served upon the Committee members. If approved by the President, any Committee member may attend a meeting remotely via audio, audio and video or other electronic means, provided that all participants at the meeting can hear and be heard by others. Such participation shall constitute presence in person at such meeting.
- 8.4 The President and in his absence, the Vice-President or the Captain shall chair all Committee meetings and if both the President and the Vice-President (or the Captain as the case may be) are not present within fifteen (15) minutes after the appointed time for a meeting, the Committee members present shall elect one amongst themselves to chair the meeting.
- 8.5 The Secretary shall keep minutes of the proceedings of each Committee meeting which shall be read and confirmed at the next meeting.
- 8.6 The Committee may appoint sub-Committees and depute to them any of its powers as it deems fit subject to the approval of the Proprietor. No such sub-committee shall have the power to incur any expense on behalf of the Club or give any warranty on behalf of the Club except to such extent as the Committee and the Proprietor may from time to time specifically authorise.
- 8.7 Notwithstanding the absence of a meeting, a resolution in writing circulated to all Committee members approved and signed by more than half of the total number of members of the Committee shall constitute the decision or determination of the Committee and for the purpose of this provision, a resolution may comprise one of or more documents each signed by any one or more members of the Committee.

9. POWERS OF COMMITTEE

- 9.1 In addition to the powers conferred on the Committee generally by these Rules, the Committee shall subject to such terms, conditions and limits on its authority as the Proprietor may impose at its discretion, advise generally on the affairs, property and membership of the Club. The Committee shall not have control of the finances of the Club nor the power to dispose of any property of the Club without the prior written approval of the Proprietor.
- 9.2 The Committee may from time to time review these Rules or the Bye-laws of the Club and make such recommendations to the Proprietor as may be necessary to alter, add to or repeal these Rules or Bye-laws.
- 9.3 The Committee shall not approve any transfer of membership unless it is a condition of such approval that all debts and liabilities of the Member proposing to transfer his membership are paid in full.

- 9.4 Notwithstanding anything herein contained, the Proprietor shall be entitled, if it so chooses, at any time and from time to time, to exercise all or any of the powers vested in the Committee or the General Manager. In the event of any conflict pursuant thereto, the decision of the Proprietor shall prevail and be accepted as final and conclusive.

10. MEMBERSHIP

- 10.1 There shall be the following categories of Members:

- (a) Honorary Members
- (b) Ordinary Members
- (c) Term Members
- (d) Corporate Members
- (e) Absent Members

- 10.2 The Club may create new categories of membership from time to time as it deems fit subject to the approval of the Chairman.
- 10.3 The spouses and unmarried children below the age of 25 of Members and nominees of Corporate Members are entitled to use the facilities of the Club in the same way as such Members and nominees of Corporate Members respectively, subject to such registration and other requirements stipulated by the Club (including but not limited to the disciplinary process set out in these Rules).
- 10.4 The conduct of such spouse or child shall be the responsibility of the Member or nominee concerned.
- 10.5 If at any time it appears to the Proprietor that the golf course or any other facility of the Club is over-congested, the Proprietor may at its discretion restrict the privileges of any Members in respect of any one or more such facilities.
- 10.6 Not more than 30% of the Membership shall be non-Singaporean or non-Permanent Resident.

11. ENTRANCE FEES

The entrance fees payable by Ordinary, Term, Corporate and any other new categories of Members shall be such sum as the Proprietor, in consultation with the Committee, shall from time to time determine.

12. MONTHLY SUBSCRIPTIONS

- 12.1 The monthly subscriptions payable by Ordinary, Corporate and any other new categories of Members shall be such sum as the Proprietor, in consultation with the Committee, may from time to time determine.

- 12.2 The first monthly subscription payment by each Member shall be payable from a date to be fixed by the Club and thereafter monthly subscriptions shall be paid in advance on the first day of each month.

13. GREEN FEES

The green fees for both The Tanjong and Serapong Courses shall be such sums as the Proprietor, in consultation with the Committee, may from time to time determine.

14. OTHER FEES, LEVIES & CHARGES

The Proprietor, in consultation with the Committee, may, at its discretion and as it deems fit from time to time, impose any other fees, levies and/or charges in respect of any category or categories of Members in order to meet the Club's operational requirements and/or any extraordinary expenses. Such fees, levies and/or charges may be varied or removed by the Proprietor, in consultation with the Committee, at its discretion and as it deems fit from time to time.

15. HONORARY MEMBERS

The Committee may with the approval of the Chairman invite any person who has contributed to the Nation or the Club to be an Honorary Member for such period and upon such terms as it thinks fit. No Honorary Member shall be called upon to pay any entrance fee or subscription. No Honorary Member shall be entitled to transfer his membership.

16. ORDINARY MEMBERS

- 16.1 The Committee may, subject to these Rules and the Bye-Laws, admit individuals as Ordinary Members.
- 16.2 Applicants for Ordinary Membership shall be at least twenty-one (21) years of age.
- 16.3 Every application for admission as a Member shall be made in a form prescribed by the Club for such purpose. Such form shall be signed by the applicant and by his proposer and seconder who shall fall within any category of Members except for Term Members. The name, address (both residence and office), occupation and designation of office (if any) shall be stated in the application form.
- 16.4 The particulars of the applicants shall be posted on the notice boards for a period of at least fourteen (14) days to enable any Member to raise any concerns or express views regarding the suitability of the admission of the candidate to the Committee for its consideration.
- 16.5 The Committee shall then consider all applications for admission and shall decide which applicants are to be admitted to the Club as Members. The Committee shall have no

obligation to provide or disclose any information concerning its disapproval or rejection of any application.

- 16.6 Upon admission, the name and address of the Member shall be entered in the "Register of Members" and the fact of his admission shall be communicated to him by the General Manager.
- 16.7 A rejected applicant may re-apply for membership after a period of one year. If he is again rejected he shall not be eligible for membership.
- 16.8 All applications must be accompanied by cheques for entrance fees and any deposit stipulated by the Club, which fees and deposit will be refundable to the applicants without interest in the case of rejected applications. Four copies of recent photographs (passport size) must be attached to the application form.
- 16.9 Ordinary Members shall have the right to transfer their membership subject to the approval of the Committee and on payment of a transfer fee to the Club of such sum as the Proprietor, in consultation with the Committee, may from time to time determine. Provided that such transfer fee shall be waived during the Member's lifetime on a one-time basis and for the first transfer only in respect of:
- (a) Transfer by a Member to his spouse or child ("Transferee"); or
 - (b) In the case of a Member who is single, the transfer is to the Member's parent or sibling ("Transferee"). For the purpose of this Rule, a Member shall be deemed single if he is unmarried, divorced or widowed with no children living at the time of transfer.

Where transfer fee is waived in accordance with the foregoing, a nominal transfer fee shall be payable to the Club of such sum as the Proprietor, in consultation with the Committee, may from time to time determine and subject to Rule 16.10 herein. For the avoidance of doubt, a transfer fee shall be payable for any subsequent transfer by the Transferee.

- 16.10 Any transfer under this Rule from a local to a foreign membership shall be subject to Rule 10.6 herein and payment of a conversion fee and a transfer fee of such sums as the Proprietor, in consultation with the Committee, may from time to time determine.

17. TERM MEMBERS

- 17.1 The Committee may, subject to these Rules and the Bye-Laws, admit individuals as Term Members on payment of a term fee to the Club of such sum as the Proprietor, in consultation with the Committee, may from time to time determine.
- 17.2 Applicants for Term Membership shall be at least twenty-one (21) years of age.
- 17.3 Every application for admission as a Member shall be made in a form prescribed by the Club for such purpose. Such form shall be signed by the applicant and by his proposer and seconder who shall fall within any category of Members except for Term Members. The name, address (both residence and office), occupation and designation of office (if any) shall be stated in the application form.

- 17.4 The particulars of the applicants shall be posted on the notice boards for a period of at least fourteen (14) days to enable any Member to submit any concerns or views as to the suitability of the admission of the candidate to the Committee for its consideration.
- 17.5 The Committee shall then consider all applications for admission and shall decide which applicants are to be admitted to the Club as Term Members. The Committee shall have no obligation to provide or disclose any information concerning its disapproval or rejection of any application.
- 17.6 Upon admission, the name and address of the Member shall be entered in the "Register of Members" and the fact of his admission shall be communicated to him by the General Manager.
- 17.7 All applications must be accompanied by cheques for entrance fees and any deposit stipulated by the Club, which fees and deposit will be refundable to the applicants without interest in the case of rejected applications. Four copies of recent photographs (passport size) must be attached to the application form.
- 17.8 Term Membership is issued for a period of not more than one year. The term fee is payable in advance and is non-refundable.
- 17.9 A Term Member shall enjoy all the privileges of an Ordinary Member but he shall not be entitled to hold office or transfer his membership.
- 17.10 The spouse and unmarried children below the age of 25 of Term Members are entitled to use the facilities of the Club in the same way as a Term Member, subject to such registration and other requirements stipulated by the Club.
- 17.11 Term Membership may subject to the approval of the Committee be extended beyond one year on payment of additional prevailing fees as the Proprietor, in consultation with the Committee, may from time to time determine.
- 17.12 Any person who is duly appointed as an Ambassador or High Commissioner of a foreign embassy in Singapore and who is resident in Singapore may be invited by the Proprietor, in consultation with the Committee, to apply for admission as a Term Member (Ambassadors/High Commissioners). The following sub-rules shall apply:
- (a) The Committee may, subject to these Rules and the Bye-Laws, admit such individuals as Term Members (Ambassadors/High Commissioners) on payment of a term fee to the Club of such sum as the Proprietor, in consultation with the Committee, may from time to time determine;
 - (b) Every application for admission as a Member shall be made in a form prescribed by the Club for such purpose. The name, address (both residence and office), occupation and designation of office (if any) shall be stated in the application form;
 - (c) Upon admission, the name and address of the Member shall be entered in the "Register of Members" and the fact of his admission shall be communicated to him by the General Manager;

- (d) All applications must be accompanied by cheques for entrance fees and any deposit stipulated by the Club, which fees and deposit will be refundable to the applicants without interest in the case of rejected applications. Four copies of recent photographs (passport size) must be attached to the application form;
- (e) Term Membership (Ambassadors/High Commissioners) is issued for a period of not more than one year. The term fee is payable in advance and is non-refundable;
- (f) A Term Member (Ambassador/High Commissioner) shall enjoy all the privileges of an Ordinary Member but he shall not be entitled to hold office or transfer his membership;
- (g) The spouse and unmarried children below the age of 25 of Term Member (Ambassador/High Commissioner) are entitled to use the facilities of the Club in the same way as a Term Member (Ambassador/High Commissioner), subject to such registration and other requirements stipulated by the Club;
- (h) Term Membership (Ambassadors/High Commissioners) may, subject to the approval of the Committee, be extended beyond one year on payment of additional prevailing fees as the Proprietor, in consultation with the Committee, may from time to time determine; and
- (i) The membership of a Term Member (Ambassador/High Commissioner) shall terminate upon his ceasing to hold office as an Ambassador/High Commissioner, his ceasing to reside in Singapore or the expiry of his Term Membership, whichever occurs first.

18. CORPORATE MEMBERS

- 18.1 The Committee may, subject to these Rules and the Bye-Laws, admit companies or corporations as Corporate Members.
- 18.2 Every application for admission as a Corporate Member shall be made in a form prescribed by the Club for such purpose. The name, address (both residence and office), occupation and designation of office (if any) shall be stated in the application form.
- 18.3 The Committee shall then consider all applications for admission and shall decide which applicants are to be admitted to the Club as Members. The Committee shall have no obligation to provide or disclose any information concerning its disapproval or rejection of any application.
- 18.4 Upon admission, the name and address of the Corporate Member shall be entered in the "Register of Members" and the fact of his admission shall be communicated to him by the General Manager.
- 18.5 All applications must be accompanied by cheques for entrance fees and any deposit stipulated by the Club, which fees and deposit will be refundable to the applicants without interest in the case of rejected applications. Four copies of recent photographs (passport size) must be attached to the application form.

- 18.6 Corporate Members shall be entitled to nominate up to two persons in their organization who shall be at least 21 years of age, subject to the approval of the Committee. The particulars of the corporate nominees shall be posted on the notice boards for a period of at least fourteen (14) days to enable any Member to submit any concerns or views as to the suitability of the admission of the candidate to the Committee for its consideration. Approved corporate nominees shall enjoy the full privileges of an Ordinary Member.
- 18.7 A Corporate Member shall endeavour to appoint two (2) nominees to enjoy the privileges of membership within three months of admission to membership and to notify the Club forthwith in the prescribed form of the two nominees so appointed by it.
- 18.8 A Corporate Member shall pay to the Club nominee registration fees from time to time determined by the Proprietor, in consultation with the Committee, in respect of every nominee accepted originally or by substitution by the Committee. When a vacancy occurs, a Corporate Member shall appoint a nominee to fill such vacancy within three (3) months of such occurrence. Any failure to make such nomination shall render the Corporate Member liable for payment of the nominee registration fees as if such nomination had been made and accepted within the prescribed period. Any nomination made under this Rule from a local to a foreign nominee shall be subject to Rule 10.6 herein and payment of a conversion fee and nominee registration fee of such sums as the Proprietor, in consultation with the Committee, may from time to time determine.
- 18.9 A Corporate Member may transfer its membership to any company or corporation subject to the approval of the Committee and on payment to the Club of such sum as the Proprietor, in consultation with the Committee, may from time to time determine.
- 18.10 Any transfer under this Rule from a local to a foreign membership shall be subject to Rule 10.6 herein and payment of a conversion fee and transfer fee of such sums as the Proprietor, in consultation with the Committee, may from time to time determine.
- 18.11 Corporate Members shall be liable for the payment of all subscriptions, nominee registration fees and monies due on their accounts and the accounts of their nominees with the Club.

19. ABSENT MEMBERS

- 19.1 Any Ordinary Member ordinarily resident in Singapore leaving Singapore for more than six (6) months, upon having given written notice of his intended departure to the General Manager, shall be placed on the list of Absent Members, provided he has paid all amounts due by him to the Club, and provided that immediately upon his return, he shall give written notice to the General Manager of his return to Singapore.
- 19.2 An Absent Member shall pay the full subscription for the month in which he leaves and the month in which he returns. The monthly subscription whilst placed on the list of Absent Members shall be such sum as the Proprietor, in consultation with the Committee, shall from time to time determine. The Club reserves the right to recover the full subscription payable for the full period of absence should he be away from Singapore six (6) months or less.

- 19.3 The Absent Member, spouse and children shall be entitled to use the facilities of the Club as a Member with the exception of golfing facilities whilst the Member is placed on the absent list subject to Rule 19.2 above.
- 19.4 The maximum period of Absent Membership shall be two (2) years or such period as the Proprietor may decide.

20. GUESTS

- 20.1 Any person may be introduced by a Member as a guest to the Club who will then be entitled to use all the facilities of the Club and be governed by the Rules and Bye-Laws of the Club; provided that any guest using the golf course or such other facilities shall pay such fees as may be determined from time to time by the Proprietor, in consultation with the Committee, but no guest shall, unless specially permitted by the Committee, be allowed to use the golf course or such other parts of the Club premises on such days as the Committee may prescribe.
- 20.2 A Member introducing a guest shall write the name of the guest, his own name and the period for which the guest is introduced in a book kept for the purpose of the Club and shall be responsible for any debt to the Club incurred by such guest. It is the duty of the introducer to acquaint his guest as to whether there are any restrictions against the use of the golf course and other such facilities by guests.
- 20.3 The Committee or the Proprietor may at its discretion at any time withdraw the privileges from any guest without assigning any reasons whatsoever.
- 20.4 No person who has been expelled from the Club or who has been excluded from admission or from whom the privileges of the Club have been withdrawn may be introduced as a guest into the Club.
- 20.5 The conduct of such guest shall be the responsibility of the Member introducing the said guest.

21. THE GENERAL MANAGER/SECRETARY

- 21.1 The Proprietor shall, in consultation with the Committee, and subject to the approval of the Chairman appoint the General Manager, who shall also be the Secretary of the Club, and shall fix the remuneration to be paid to such person.
- 21.2 The day to day management shall be managed by the General Manager/Secretary, subject to the general direction of the Proprietor, in consultation with the Committee.
- 21.3 The General Manager/Secretary shall be responsible for supervising the Club's servants, clerical staff and such assistants or assistant secretaries and other staff as may from time to time be appointed by the Proprietor.
- 21.4 No Member shall at any time or for any cause reprimand a Club servant or staff.

- 21.5 For the avoidance of doubt, no Member shall, except as provided for in these Rules, have any say in the affairs or management of the Club.
- 21.6 Any Member who has any cause for complaint shall send his/her complaint in writing to the General Manager. If the complaint is in relation to the General Manager, then such a complaint shall be directed to the Chairman.
- 21.7 The General Manager shall maintain the Register of Members.
- 21.8 In the absence of the appointment of a General Manager, the duties and responsibilities of the General Manager shall be carried out by the Acting General Manager appointed by the Proprietor, in consultation with the Committee.

22. RESIGNATION

A Member holding a non-transferable membership, may at any time by giving notice in writing to the General Manager resign his membership of the Club, but shall continue to be liable for any subscription or other debt due and unpaid at the date of his resignation. For the avoidance of doubt, any fees paid shall not be refunded in part or otherwise.

23. DISCIPLINE, SUSPENSION AND EXPULSION

- 23.1 The Committee shall appoint a Disciplinary Committee consisting of not less than three (3) members, one of who shall be a member of the Committee.
- 23.2 If a complaint is received by the General Manager or brought to the notice of the Committee against a Member that such Member has acted in any way prejudicial to the interests of the Club or that such Member has broken any Rule or Bye-Law of the Club, the Committee shall consider if there is a case for an inquiry to be held into the complaint. If it so decides, it shall refer the complaint for inquiry by the Disciplinary Committee.
- 23.3 A Member (and every person enjoying the privileges of membership in the Club) shall act with proper decorum and propriety towards each other and the Club's staff and shall comply with these Rules and Bye-Laws of the Club.
- 23.4 The Disciplinary Committee, by notice in writing shall call upon the Member complained against to attend a hearing before the Disciplinary Committee for the purpose of answering such charge or charges.
- 23.5 Such notice shall not be less than seven (7) days.
- 23.6 At such Disciplinary Committee hearing, the Member concerned shall be informed of the charges made against him and shall have the right to be heard in his own defence and to call witnesses on his behalf.
- 23.7 If such Member refuses or fails to attend the disciplinary hearing, the Disciplinary Committee may, at its discretion, proceed in his absence.

- 23.8 The Disciplinary Committee shall, at the conclusion of such hearing, report to the Committee its findings and recommendations.
- 23.9 The Committee may, after considering the findings and recommendations of the Disciplinary Committee, impose the following -
- a) expel the Member,
 - b) suspend the Member and/or the Member's spouse and/or child for not more than two (2) years,
 - c) permanently withdraw privileges extended to the spouse of the Member (or nominee of a Corporate Member)
 - d) impose a fine on the Member not exceeding S\$500, impose any lesser penalty or any combination thereof.
 - e) seek compensation from the Member for any loss or damage to the property of the Club caused by or arising out of the actions of the Member;

Notice of the Committee's decision shall be sent to the Member by way of registered mail service. In addition, the Committee may, at its discretion, post a notice on the Club's notice board notifying other Members of the action taken against the Member in question, or publish the same in any Club magazine and/or publication.

- 23.10 For the purpose of Rule 23.9 above, the decision of the Committee shall be by simple majority and in the event of an equality of votes, the chairman presiding at the Committee meeting shall have a casting vote. Any member sitting on the Disciplinary Committee who is also a member of the Committee shall refrain from voting on such matter at the Committee meeting.

- 23.11 No appeal shall lie from the decision of the Committee to any Court of law.

- 23.12 For the purpose of this Rule,

- a) the conduct or action of any nominee of a Corporate Member shall also constitute the conduct or action of that Corporate Member and the powers of suspension conferred by this Rule may be exercised in relation to the nominee of that Corporate Member such that the nominee may be suspended in accordance with this Rule; and
- b) a reference to a complaint against a Member shall include such complaints made against the spouse and/or children of the Member (or the nominee of a Corporate Member).

- 23.13 Suspension of rights and privileges of membership shall mean –

- a) Where the offender is the Member (or the nominee of a Corporate Member) - the suspension of all the rights and privileges of the Member (or the nominee of a Corporate Member), including his/her spouse and children;
- b) Where the offender is the spouse or child of a Member (or the nominee of a Corporate Member) - the suspension of the rights and privileges of the spouse or child of the Member (or the nominee of a Corporate Member)
- c) Any person whose privileges have been suspended may not during the period of suspension be introduced as a guest by any other Member or admitted as a visitor.

No transfer of membership or replacement of the nominee of the Corporate Member shall be permitted during the period of suspension.

A suspended Member or the nominee of a Corporate member remains liable for the payment of all Club subscriptions and dues throughout the period of suspension.

- 23.14 Any person expelled under this Rule shall not hereafter be eligible to be a candidate for membership in the Club.
- 23.15 Nothing hereinbefore contained shall prevent the General Manager, by himself or such person as may be appointed by him on his behalf, from carrying out initial investigations into a complaint, and in appropriate cases which the General Manager considers to be of a minor nature, to resolve the matter by issuing a warning to the Member (or nominee of the Corporate Member) complained against, in terms as the General Manager may consider necessary.
- 23.16 In all other cases, a complaint against a Member shall be referred to the Committee and the forgoing provisions of this Rule shall apply.
- 23.17 Any person expelled under this Rule shall not hereafter be eligible to be a candidate for membership of the Club.

24. CESSATION OF MEMBERSHIP

24.1 A Member shall cease to be a Member if:

- a. he leaves Singapore to escape criminal prosecution,
- b. he dies;
- c. he becomes a bankrupt;
- d. he becomes an enemy alien;
- e. he is expelled under Rules 23.9 and 27.6 hereof;
- f. he has been convicted of any offence involving violence or dishonesty or shall suffer imprisonment for any reason whatsoever, unless the Committee decides otherwise;
- g. if an order is made or an effective resolution is passed for the winding up of a company or corporation which is a Member;
- h. he resigns under Rule 22 hereof;
- i. being an Ordinary Member, he transfers his membership pursuant to Rule 16.9 hereof;

- j. being a Corporate Member, it transfers its membership pursuant to Rule 18.10 hereof;
 - k. being a Term Member, his membership expires pursuant to Rule 17.8 or such extended period pursuant to Rule 17.11;
 - l. being a Term Member (Ambassador/High Commissioner), his membership expires pursuant to Rule 17.12(i) or such extended period pursuant to Rule 17.12(h); or
 - m. he chooses not to pay the Extension Fee referred to in Rule 37.2 hereof.
- 24.2 A Member on ceasing to be a Member shall forfeit all privileges of membership and all rights to the Club but nothing herein shall release the Member from any liability to the Club.

25. TRANSFER OF MEMBERSHIP ON DEATH

- 25.1 Subject as hereinafter provided, upon the death of an Ordinary Member and subject to the approval of the Committee, the membership of the deceased Member shall be transferred to such nominee appointed by the legal personal representatives of the deceased Member.
- 25.2 The membership of the deceased Member shall be transferred to the nominee of his legal personal representatives upon payment by such nominee to the Club of a transfer fee of such sum as the Proprietor, in consultation with the Committee, may from time to time determine provided that such transfer fee shall be waived:
- a) In the case of a married Member, the transfer is to the Member's spouse or children ("Transferee") subject to the one-time free transfer as stated in Rule 16.9 not being utilised and subject to Rule 25.4 herein; and
 - b) In the case of a Member who is single, the transfer is to the Member's parent or sibling ("Transferee") subject to the one-time free transfer as stated in Rule 16.9 not being utilised and subject to Rule 25.4 herein. For the purpose of this Rule, a Member shall be deemed single if he is unmarried, divorced or widowed with no children living at the time of death. For the avoidance of doubt, a transfer fee shall be payable for any subsequent transfer by the Transferee.
- 25.3 Any transfer under this Rule from a local to a foreign membership shall be subject to Rule 10.6 herein and payment of a conversion fee and a transfer fee of such sums as the Proprietor, in consultation with the Committee, may from time to time determine.
- 25.4 Upon the death of a Member, Club subscriptions otherwise due under his membership shall be suspended for a period of up to 6 months. On the expiration of the fee-suspension period, Club subscriptions shall be chargeable and late payment interest shall accrue thereon until payment, or the transfer or sale of the membership.
- 25.5 If no nominee is appointed by the deceased Member's legal personal representatives or is approved by the Committee within twelve (12) months of his death, the Club may transfer the membership of such deceased Member on behalf of his estate. All expenses incurred by the Club in connection with the transfer, any monies due by the estate to the

Club and the transfer fee shall be deducted from the proceeds of the sale and the balance of the proceeds of sale shall be paid to the estate of the deceased Member. The proceeds of sale received by the Club upon a transfer under this Rule shall not carry interest and the Proprietor, Club and the Committee shall not be answerable for any unforeseen loss arising from the exercise of any power conferred upon the Club herein to transfer the membership.

26. TRANSFER ON CESSATION OF MEMBERSHIP

- 26.1 If a Member ceases to be a Member pursuant to Rule 24.1 (a), (c), (d), (e), (f), (g) or (h) hereof, he shall transfer his membership to such person or, in the case of a Corporate Member, to such company or corporation as the Committee may approve within ninety (90) days of his ceasing to be a Member.
- 26.2 A Member shall no longer be entitled to all privileges, rights and benefits under his/her membership upon the cessation of his/her membership. However, the Member shall remain liable for payment of all continuing Club subscriptions, dues and late payment interest accruing thereon until full payment of all sums due and owing to the Club, or the transfer of the membership.
- 26.3 If such Member fails to transfer his membership as aforesaid within the ninety (90) day period or such extended period as the Committee may on written application agree, the Club may transfer such membership on behalf of the Member.
- 26.4 All expenses incurred by the Club in connection with the transfer of the membership pursuant to Rule 26.3 hereof and all monies due to the Club by any such Member shall be deducted from the proceeds of the sale and the balance shall be paid to the Member except that where the Member concerned is an adjudicated bankrupt the balance of the proceeds shall be paid to the Official Assignee and in the case of a Corporate Member which is wound-up, to the Official Receiver. The Proprietor, Club and Committee shall not be liable for any unforeseen loss arising from the exercise of any power conferred on the Club to transfer membership under Rule 26.4 hereof. The proceeds of any sale received by the Club upon a transfer under Rule 26.4 shall not carry interest
- 26.5 A Member shall be deemed to have ceased to be a Member –
- a) under Rule 24.1 (a) when he leaves Singapore;
 - b) under Rule 24.1 (c) when he is declared a bankrupt by any Court of competent jurisdiction or when he enters into any arrangement or composition with his creditors;
 - c) under Rule 24.1 (d) when he is declared an enemy alien by the authority or government;
 - d) under Rule 24.1(e) when he is expelled;
 - e) under Rule 24.1 (f) on the date of his conviction;
 - f) under Rule 24.1 (g) when the order is made or resolution is passed; and
 - g) under Rules 24.1 (m) and 37.2, on the date on which the land lease applicable to the Club would have expired, but for the extension in question.

- 26.6 No transfer shall be effected by the Club pursuant to Rule 26.3 hereof unless the transferee pays to the Club a transfer fee of such sum as the Proprietor, in consultation with the Committee, may from time to time determine.
- 26.7 Any transfer under this Rule from a local to a foreign membership shall be subject to Rule 10.6 herein and payment of a conversion fee and transfer fee of such sums as the Proprietor, in consultation with the Committee, may from time to time determine.

27. MEMBER'S ACCOUNT

- 27.1 The account of each Member with the Club shall be kept as directed by the General Manager and each Member of the Club shall keep his account in credit.
- 27.2 The Proprietor, in consultation with the Committee, may require Members to place a deposit with the Club in a sum not exceeding the aggregate of a year's subscription provided that in any special case the Proprietor, in consultation with the Committee, may require a deposit in excess of a year's subscription.
- 27.3 Should any Member's account not be in credit, the General Manager may, after due notification has been given, withdraw the privileges of the Club, until credit has been established.
- 27.4 No Member who has been notified that his account is in debit shall enter for or take part in any Club competition or in any inter-club match as long as his account is in debit.
- 27.5 If any Member fails to place his account in credit within seven (7) days after notice from the General Manager, the General Manager shall give him a notice by registered post stating that unless his account is placed in credit within a further period of seven (7) days, his name will be posted on the Club Notice Boards as a defaulter.
- 27.6 If the Member fails to place his account in credit within fourteen (14) days of his name being posted as a defaulter, the General Manager shall seek the approval of the Committee to expel him.
- 27.7 A Member who ceases to be a Member under this Rule shall not thereafter be eligible as a candidate of the Club.
- 27.8 Such Member, if he holds transferable membership, shall subject to these Rules transfer his membership within three months of him ceasing to be a Member. If he does not transfer his membership within the said period of three months, the Club shall have the right to transfer his membership on his behalf. All expenses incurred by the Club in connection with the transfer and all monies due to the Club if any, shall be deducted from the proceeds of sale. The balance of the proceeds of sale shall be paid to the Member. The proceeds of sale retained by the Club upon a transfer under this Rule shall not carry interest and the Proprietor, Club and the Committee shall not be answerable for any unforeseen loss arising from the exercise of any power conferred upon the Club herein to transfer the membership.

28. CLUB PROPERTY

- 28.1 All Members shall treat the Club's property with care and shall not cause any injury or damage to the Club's property. All Members shall also comply with all instructions of the Club's staff in relation to the usage of and/or dealings with the Club's property. No Member shall take, or permit to be taken, any property within the Club premises without permission under any pretence whatsoever.

Any loss, damage or destruction of any Club property caused by the Member or his/her guests shall be fully borne by the Member.

- 28.2 The Proprietor may at any time and from time to time by notice reserve the whole or any part of the Club buildings, premises or golf course for any purpose whatsoever for such period or periods 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 Proprietor may think fit.
- 28.3 The Proprietor may at any time allow any part of the Club building to be used for a guest function by any Member subject to such conditions as the Proprietor may prescribe.

29. NOTICES

- 29.1 No paper, notice or placard, written or printed, shall be displayed on the Club notice board or premises without the sanction of the General Manager.
- 29.2 Every Member shall communicate any change of address to the General Manager. Such address shall be inserted in the Register of Members.
- 29.3 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 day following the date of posting.

30. INDEMNITY

A Member shall be liable to indemnify the Club and to hold the Club harmless against all damages, losses, costs and expenses (including legal fees) suffered incurred or sustained by the Club in consequence of any act deed or thing done or committed by the Member on the Club premises.

31. PROHIBITIONS

- 31.1 Gambling of any kind, whether for stakes or not, is forbidden in or around the Club premises. The introduction of materials for gambling or drug taking or persons of bad character or ill repute into the premises of the Club is prohibited. The Club shall not hold any lottery, whether confined to Members or not in the name of the Club, the Proprietor, the Committee, the General Manager or Members.

- 31.2 Notwithstanding the provisions of Rule 31.1 above, jackpot machines may be installed in the Club premises and lotteries organised with the specific approval of the Committee and the relevant governmental and statutory authorities.
- 31.3 No funds or monies belonging to or held in trust for the Club shall be used to pay the fines of Members who have been convicted in Court.
- 31.4 No Member shall borrow in the name of, or pledge the credit of, the Club.
- 31.5 The Club shall not engage in a Trade Union activity as defined in any written law relating to Trade Unions for the time being in force in Singapore.
- 31.6 The Club shall not attempt to restrict or interfere with trade or make directly or indirectly any recommendation to, or any arrangement with its Members which has the purpose or is likely to have the effect of fixing or controlling the price or any discount, allowance or rebate relating to any goods or services which adversely affects consumer interests.
- 31.7 The Club shall not indulge in any political activity or allow its funds and/or premises to be used for political purposes.
- 31.8 The Club shall not raise funds from the public for whatever purposes without the prior approval in writing of the Director, Criminal Investigation Department and other relevant authorities.

32. FINANCIAL YEAR AND AUDITORS

- 32.1 The Proprietor shall appoint annually Auditors for the Club who shall audit the annual accounts and accounts for any period required by the Proprietor.
- 32.2 The Financial Year of the Club will commence on 1st April and end on 31st March of the following year.

33. LIABILITY OF THE CLUB

The Proprietor, the General Manager, the Club and any person appointed or employed by the Proprietor, General Manager or the Club shall not be liable for:-

- (i) any inability or interruption of use of the Club and/or any of its facilities for any period of time, extended or otherwise, by reason of necessary repair or maintenance or damage thereto or destruction thereof by fire, water, riot, Act of God or any other cause beyond the Proprietor, the General Manager and/or the Club's control;
- (ii) any loss of or damage to any property or article whatsoever or howsoever brought upon or left at its premises by a Member, his guest or any other person;
- (iii) any injury or loss whatsoever or howsoever caused to a Member, his guest or to any other person; and

- (iv) all claims, demands, costs or loss of life.

34. AMENDMENT OF RULES AND BYE-LAWS

- 34.1 The Proprietor shall have full power to make, alter, add to or repeal these Rules subject to the approval of the Chairman or Deputy Chairman and the Registrar of Societies. The Rules so made, added to, altered or repealed shall come into operation at such time as is fixed by the Proprietor provided it is after the Rules have been approved by the Registrar of Societies. The Proprietor shall have full power to decide all questions relating to the management of the Club and all questions arising out of or not covered by any Rule.
- 34.2 The Proprietor may with the approval of the Chairman or Deputy Chairman, make, vary and revoke the Bye-laws not consistent with Rules of the Club, or the regulation of the internal affairs of the Club and the conduct of the Members. All Bye-laws shall until revoked by the Proprietor, be binding on the Members.

35. INTERPRETATION OF RULES

The Proprietor shall be the sole authority for the interpretation of these Rules and the Bye-Laws of the Club and the decision of the Proprietor shall be final and binding.

36. DISSOLUTION

- 36.1 The Club may be dissolved voluntarily by resolution of the Proprietor.
- 36.2 Upon the dissolution of the Club, all rights of membership shall terminate and the Proprietor shall be discharged from all liabilities and obligations hereunder or elsewhere and no Member shall have any claim against the Proprietor except in respect of any monies standing to the credit of the Member.
- 36.3 All Members shall remain liable to the Proprietor for all dues or debts incurred before dissolution of the Club and shall forthwith make payment.
- 36.4 A Certificate of Dissolution signed by the Chairman shall be given within seven (7) days to the Registrar of Societies.

37. EXPIRY OF THE LAND LEASE

- 37.1 Upon the expiry of the prevailing land lease applicable to the Club, the Proprietor may take such steps as it deems fit at its discretion, including but not limited to dissolving the Club or taking up (whether by lease or purchase) alternative premises for the Club.
- 37.2 Where the Proprietor secures the right to an extension of the land lease applicable to the Club, the Proprietor shall be entitled to require each current Member to pay a fee (the "Extension Fee"), of such amount and on such terms and conditions as the Proprietor, in

consultation with the Committee, deems fit at its discretion, in order to remain a Member of the Club for the extended duration of the land lease.