



# CONSTITUTION

*(Approved by Registrar of Societies on 1 Jul 2016)*

## **1. NAME AND PLACE OF BUSINESS**

The Club shall be called the “SINGAPORE RECREATION CLUB” and its place of business shall be “B Connaught Drive, Singapore 179682” or such other address as may be subsequently decided upon by the Committee and approved by the Registrar of Societies.

## **2. OBJECTS**

The objects of the Club shall be :

- (a) To promote all forms of sports, recreation and social activities.
- (b) To actively participate in activities of the National Sports Associations and/or the Singapore National Olympic Council.
- (c) The maintenance of a Club House/s and ground/s for the use of members.
- (d) To enter into arrangements with other Associations and Clubs so that members may enjoy the privileges, amenities and facilities on a reciprocal basis.

## **3. COLOURS**

The colours of the Club shall be NAVY BLUE, RED and GOLD.

## **4. DEFINITION**

In this Constitution made hereunder unless there be something repugnant in the subject matter or context :-

- (a) “The Club” means the Singapore Recreation Club.
- (b) “The Committee” means the members of the Management Committee for the time being.
- (c) “In Writing” means written or printed or partly written or printed.
- (d) “Month” means Calendar month.
- (e) “Singapore” shall mean the territories now comprised in the Republic of Singapore.
- (f) Words importing the singular number include the plural number and vice versa and words importing the masculine gender include the feminine gender.

## **5. MEMBERSHIP**

The Club shall consist of the following categories of members :-

### **5(a) NON-TRANSFERABLE CATEGORIES**

- i) Honorary
- ii) Honorary Life President
- iii) Patron

- iv) Ordinary (Non-Transferable)
- v) Lady (Non-Transferable)
- vi) Life
- vii) Veteran
- viii) Family (Lady)
- ix) Family (Junior)
- x) Sporting
- xi) Visiting
- xii) Junior
- xiii) Term (Non-Transferable)

#### **5(b) TRANSFERABLE CATEGORIES**

- i) Ordinary (Transferable)
- ii) Lady (Transferable)
- iii) Corporate (Transferable)

Subject to this Constitution, the Committee shall at its absolute discretion accept or reject applications for membership.

#### **6. ORDINARY (TRANSFERABLE) / LADY (TRANSFERABLE) MEMBERSHIP**

- i) The Committee may in its sole discretion elect any person as an Ordinary (Transferable) / Lady (Transferable) Member
- ii) An Ordinary (Transferable) / Lady (Transferable) Member shall pay an Entrance Fee and a Subscription Fee in respect of each category of membership in such amounts as shall from time to time be determined by the Committee in its sole discretion.
- iii) An Ordinary (Transferable) Member may, with the prior approval of the Committee, transfer his Membership to any other person of the male gender subject to the payment of a Transfer Fee to be determined by the Committee in its sole discretion.
- iv) A Lady (Transferable) Member may, with the prior approval of the Committee, transfer her Membership to any other person of the female gender subject to the payment of a Transfer Fee to be determined by the Committee in its sole discretion.
- v) Upon the death of the Ordinary (Transfer) Member / Lady (Transferable) Member, the Committee may in its absolute discretion, on payment of a Transfer Fee as decided by the Committee, transfer the membership of the deceased person nominated by the deceased member prior to his/her death.
- vi) If the said nominee, who is approved by the Committee, is under the age of twenty-one (21), the membership shall be held in abeyance until he attains the age of twenty-one (21).

- vii) If the said nominee is not approved by the Committee, the nominee shall be required to dispose of the Membership, upon payment of a Transfer Fee, within a period of six months from the date of rejection by the Committee.
- viii) In the event of there being no nominee, the deceased's estate shall be required to dispose of the Membership, upon payment of a Transfer Fee, within a period of six (6) months from the date of the Grant of Letters of Administration or the grant of Probate, whichever is the case.
- ix) The Committee reserves the absolute right to reject the eligibility of the nominee for the Membership.
- x) In the event that an Ordinary (Transferable) / Lady (Transferable) Member defaults and his Membership is revoked as a result of non-compliance with any of the rules of the Club, the member is given up to six (6) months to dispose of his membership, upon payment of a Transfer Fee.
- xi) In the event that an Ordinary (Transferable) / Lady (Transferable) Member of the Club wishes to transfer their respective membership to their children or grandchildren, they may do so once without incurring a transfer fee. The Member transferring membership under this Article must be above the age of fifty-five (55) and the transferee child or grandchild must be above the age of twenty-one (21). The Member transferring membership under this Article must be of the same gender as the transferee child or grandchild.

## **7. CORPORATE (TRANSFERABLE) MEMBERSHIP**

- i) The Committee may, at its sole discretion, admit legally established business entities as Corporate (Transferable) Members.
- ii) "Legally established business entities" shall be companies incorporated in the Republic of Singapore and Corporations permitted to operate within Republic of Singapore.
- iii) The admission of Corporate (Transferable) Members shall be in the sole discretion of the Committee.
- iv) Corporate (Transferable) Members shall be entitled to nominate a maximum of three (3) persons who have attained the minimum age of twenty-one (21) years belonging to that organisation, at least one of whom is of the male gender, who shall, on acceptance of the Committee, be entitled to enjoy the privileges of an Ordinary (Non-Transferable) Member / Lady (Non-Transferable) Member, with the exception that at all General Meetings, only one (1) designated person of the male gender from that organisation shall have the right to only one (1) vote.

- v) Upon admission of a Corporate (Transferable) Member, the Corporation shall notify the General Manager / Secretary within one (1) month of its admission of the person(s) nominated to enjoy the privileges of membership provided always that such a person shall not be entitled to the privileges as provided under Rule 15 of this Constitution.
- vi) Any Nominee, who shall have been accepted by the Committee, may subsequently be withdrawn at any time by the Corporate (Transferable) Member concerned. Notice to this effect must be given to the General Manager / Secretary.
- vii) Any Nominee shall be withdrawn by the Corporate (Transferable) Member if required by the Committee in its sole discretion or in the case of any breach of this Constitution or in the circumstances concerning a Nominee which would give grounds for expulsion, removal or suspension under this Constitution.
- viii) The Corporate (Transferable) Member may, upon payment of a Registration Fee, as shall from time to time be determined by the Committee, nominate another person in place of the Nominee so withdrawn and upon the new Nominee's acceptance and registration by the Committee the new Nominee will be entitled to enjoy the privileges of an Ordinary (Non-Transferable) / Lady (Non-Transferable) Member.
- ix) A Nominee's appointment shall cease on his death or resignation from the Corporate (Transferable) Membership.
- x) The Nominee's appointment shall cease upon the Corporate (Transferable) Member nominating him ceasing to be a member. Notice to this effect must be given to the General Manager/ Secretary within one (1) month.
- xi) All Nominees shall be subject to acceptance by the Committee which shall be entitled at its absolute discretion to reject any such nomination.
- xii) The Registration Fee payable by a Corporate (Transferable) Member on registration of a new Nominee shall be such sum as the Committee may from time to time determine.
- xiii) A Corporate (Transferable) Member may with prior approval of the Committee transfers its Transferable Membership to any legally established business entity subject to payment of a transfer fee to be determined in the sole discretion of the Committee from time to time.
- xiv) Corporate (Transferable) Members shall be liable for the payment of all subscriptions, registration fees and all other monies due on the accounts of their Nominees with the Club.

- xv) In the event of liquidation of the Company or bankruptcy, the membership of the Corporate (Transferable) Member shall be disposed of in accordance with the laws of the Republic of Singapore. If the Corporate (Transferable) Membership is transferred, the transferee will have to be approved by the Management Committee and is liable to pay a Transfer Fee to be determined in the sole discretion of the Committee.

## **8. RIGHTS & PRIVILEGES OF SPORTING MEMBERS**

This category of membership is open to individuals who are 14 years and above and who represent the Club in competitive sports. They will enjoy restricted privileges which shall be determined by the Management Committee from time to time. They will not be entitled to vote at General Meetings. Their Membership shall cease upon their ceasing to represent the Club in competitive sports. The Management shall at its absolute discretion determine when the Sporting Member shall cease to be such a member.

## **9. HONORARY MEMBERSHIP**

### **Appointment**

- (a) The Committee may invite any distinguished person to become an Honorary Member.

### **Benefits**

- (b) An Honorary Member shall not be required to pay any Entrance Fee or subscriptions. He shall be entitled to all the benefits and privileges of an Ordinary (Non-Transferable) Member except he shall not be qualified to be a member of the Committee or of any Sub-Committee or to vote as a member or to claim any share of the property of the Club. The Committee may at any time withdraw the benefits and privileges of the Club from any Honorary Member.

## **10. HONORARY LIFE PRESIDENT**

### **Nomination**

- (a) The Committee shall have the power to nominate any Past President of the Club to be an Honorary Life President if he has been a member, for a continuous period of 10 years and must have served as a President of the Club for a minimum of two (2) terms.

### **Election**

- (b) The Past President so nominated shall be elected an Honorary Life President if in the opinion of the two-thirds majority present and voting at any Annual General

Meeting, a Past President has contributed to the betterment of and/or improvement of the Club.

**Benefits**

- (c) An Honorary Life President shall not be required to pay any subscription but in every other aspect, he shall have all the benefits and privileges of Membership.

**11. PATRON MEMBERSHIP**

**Appointment**

- (a) The Committee has the power to appoint an Ordinary (Non-Transferable /Transferable) member who shall have rendered distinguished service to the Club to be a Patron Member. Such member shall be a Singapore Citizen or a Singapore Permanent Resident.

**Benefits**

- (b) A Patron Member shall not be required to pay any subscription but in every other respect he shall have the benefits and privileges of Membership.

**12a) ORDINARY (NON-TRANSFERABLE) MEMBERSHIP**

Any male person who has been elected into Ordinary Membership (Non-Transferable) prior to the issue of Transferable membership and who has opted to remain in the Non-Transferable category of membership shall remain as an Ordinary (Non-Transferable) Member of the Club and shall be entitled to enjoy the privileges of a Non-Transferable Ordinary Member. With the issue of Transferable Membership by the Club, recruitment for this category of membership shall cease.

**12b) TERM (NON-TRANSFERABLE) MEMBERSHIP**

- i) The Committee may at its discretion elect any person as a Term (Non-Transferable) Member for a period of one, two or three years. Every application shall be made in a form to be provided for the purpose. The applicant must be proposed and seconded by a Member of the Club except Family (Junior) / Family (Lady) / Sporting / Visiting / Junior Members.
- ii) A person shall be eligible for Term (Non-Transferable) Membership if he is an expatriate on a valid employment and/or dependent pass issued in Singapore.
- iii) A Term (Non-Transferable) Member shall not be entitled to vote or to hold office or to be co-opted to serve on any Committee or Sub-Committee or to apply for Absent Membership but otherwise shall enjoy all privileges of an Ordinary Member except

that in the case of a female Term (Non-Transferable) Member, she shall not be entitled to the privileges as provided for under Rule 15 of the Constitution.

- iv) A Term (Non-Transferable) Member shall pay a non-refundable Entrance Fee and a Subscription Fee in respect of the category of membership in such amounts applicable during the term of membership as shall from time to time to be determined by the Committee.
- v) The election of Term (Non-Transferable) Members shall be entirely at the discretion of the Committee who will be empowered to fix such limits on the number of such Members as they think fit.

### **13. LIFE MEMBERSHIP**

- (a) The Committee may at its discretion elect as Life Member any Ordinary (Non-Transferable) Member provided such Member has been a Member for a continuous period of not less than forty years.

#### **Benefits**

- (b) A Life Member shall not be required to pay any subscription but in every other respect he shall have all the benefits and privileges of an Ordinary (Non-Transferable) Member.

### **14. VETERAN MEMBERSHIP**

#### **Appointment**

- (a) The Committee shall have power to appoint an Ordinary (Non-Transferable) Member to be a Veteran Member but no Ordinary (Non-Transferable) Member shall be appointed a Veteran Member unless he has retired from active employment and has in the discretion of the Committee a small income, and has been an Ordinary (Non-Transferable) Member for at least twenty years.

#### **Benefits**

- (b) A Veteran Member shall be entitled to all the benefits and privileges of an Ordinary (Non-Transferable) Member.

### **15. FAMILY MEMBERSHIP**

- (a) “The wife and children (who are below 21 years of age)” of an Ordinary (Transferable), Ordinary (Non-Transferable), Patron, Life or Veteran Member may apply to become Family (Lady) / Family (Junior) Members provided the wife and children are residing with the member. Such membership will cease if the wife is separated or divorced. In the event of the demise of her husband, the Committee



shall review such membership accordingly. The wife will be required to pay the same monthly subscription fee payable by a Lady (Non-Transferable) Member and shall enjoy all the benefits and privileges as a Lady (Non-Transferable) Member.

- (b) The Family (Junior) Member will pay a subscription fee as may from time to time be determined by the Management Committee. The Family (Junior) Member upon attaining the age of twenty-one years may apply to become a Ordinary (Transferable) / Lady (Transferable) Member and the Committee may approve such an application only if :
  - i) a vacancy exists
  - ii) he pays the requisite Entrance Fee, Transfer Fee (if any) and deposits applicable at the time of application.
- (c) If he does not, upon reaching twenty-one (21) years apply to become an Ordinary (Transferable) / Lady (Transferable) Member or if he is not accepted for Ordinary (Transferable) / Lady (Transferable), he shall cease to be a Member of the Club.
- (d) A Member shall be responsible for all debts due to the Club incurred by his spouse or children who are family members.

## **16. LADY (NON-TRANSFERABLE) MEMBERSHIP**

Any female person who has been elected into Lady (Non-Transferable) Membership prior to the issue of Transferable Membership and who has not opted for conversion to Lady (Transferable) shall remain as a Lady (Non-Transferable) Member and enjoy the privileges as a Lady (Non-Transferable) Member. With the issue of Transferable Membership by the Club recruitment for this category of membership shall cease.

## **17. JUNIOR MEMBERSHIP**

- (a) Any person who has been into Junior Membership prior to the issue of Transferable Membership shall remain as a Junior Member and enjoy the privileges as a Junior Member.
- (b) A Junior Member upon attaining the age of twenty-one (21) years may apply to become an Ordinary (Transferable) / Lady (Transferable) or Sporting Member and the Committee may approve such an application only if :
  - i) a vacancy exists
  - ii) he pays the requisite Entrance Fee, Transfer Fee (if any) and deposits applicable at the time of application.

- (c) If he does not, upon reaching twenty-one (21) years apply to become an Ordinary (Transferable) / Lady (Transferable) Member or if he is not accepted for Ordinary (Transferable) / Lady (Transferable), he shall cease to be a Member of the Club.
- (d) With the issue of Transferable Membership by the Club, recruitment for this category of Membership shall cease.

## **18. VISITING MEMBERSHIP**

### **Qualifications**

- (a) Any person not normally a resident in the Republic of Singapore may be admitted as a Visiting Member. Visiting Membership shall be limited to a period not exceeding three (3) months in any twelve (12) consecutive months, but this period may be extended in the sole discretion of the Committee.

### **Admission**

- (b) Every application for Visiting Membership shall be proposed by a Patron, Ordinary (Transferable), Lady (Transferable), Corporate (Transferable), Ordinary (Non-Transferable), Life, Veteran or Lady (Non-Transferable) Member and seconded by another Patron, Ordinary (Transferable), Lady (Transferable), Corporate (Transferable), Ordinary (Non-Transferable), Life, Veteran or Lady (Non-Transferable) in writing addressed to the General Manager/ Secretary.

### **Benefits**

- (c) A Visiting Member shall not be required to pay any Entrance Fee and shall be entitled to restricted privileges of membership as shall be determined by the Committee from time to time.

### **Responsibility of Proposer and Seconder**

- (d) The proposer and seconder of a Visiting Member shall be jointly and severally liable for all debts incurred or damaged caused to Club's property by such Visiting Member to the Club.

## **19. ABSENT MEMBERSHIP**

- (a) Except for a Junior, Sporting and Visiting Member, a Member shall be considered an Absent Member when he shall have left Singapore and shall be liable for 30% of his Subscription during his absence. Such member shall pay in advance the reduced Subscription for the full absence period. No member shall be considered an Absent Member until he has notified the General Manager/Secretary in writing with

satisfactory evidence for his absence and his Absent Membership has been formally approved by the Committee in its sole discretion.

- (b) An Absent Member shall inform the Club of his forwarding address or any changes thereto.
- (c) Each application for Absent Membership shall be limited to a period not exceeding six (6) months. The Committee shall not consider any application for any period less than one (1) month.
- (d) On his return to Singapore he shall no longer be considered an Absent Member and shall be liable for his full subscriptions from the date of his return. Failure to inform the Club of his return will be considered a breach of discipline and the Committee shall be empowered to take appropriate action under Rule 30 of the Club's Constitution.
- (e) Any member who faces a disciplinary charge or who has been in the defaulter's list shall not be eligible to apply for Absent Membership.
- (f) The Committee may, in its discretion, remove any member from the list of Absent Members if he has been absent from Singapore for a period exceeding six months.

## **20. GUESTS**

### **Introduction**

- (a) Any member other than a Junior, Visiting or Sporting Member may introduce a Guest for any day other than days specifically excluded by the Committee, subject to such Regulations and Bye-Laws as may be made from time to time by the Committee, and every guest shall be considered the Guest of the member introducing him.

### **Responsibility of Proposer**

- (b) Any member introducing a Guest to the Club shall be liable for all the debts incurred or damage caused to the Club's property by such Guest Member.
- (c) Any member introducing a Guest(s) to the Club shall pay a Guest Fee as determined by the Committee from time from time.

### **Disqualifications**

- (d) No person shall be introduced as a Guest who has been expelled from the Club or struck off the Membership Register of the Club. A person may be introduced as a

Guest on not more than one day in a month. The Committee may, in its discretion, waive this requirement for official foreign guests of the Club.

### **Conditions**

- (e) A Guest shall leave the premises if requested to do so by the General Manager/ Secretary or by any Authorized Club Official.

### **21. ENTRANCE FEE**

- (a) The Entrance Fee for new members in the Transferable categories shall be such sums as the Committee may determine from time to time.
- (b) The Entrance Fee for Sporting Membership shall be such sums as the Committee may determine from time to time.

### **22. DEPOSITS**

At the time of application for membership, the candidate shall pay a sum by way of deposit which the Committee, in its sole discretion, may determine from time to time. The Committee shall have the power to impose or increase the quantum of deposit with Club from time to time. Such deposit will be refunded upon resignation, subject to the clearing of all the applicant's liabilities with the Club.

### **23. SUBSCRIPTIONS**

The monthly Subscriptions for members shall fall due on the first day of each month and shall be such sum or sums as the Committee may determine from time to time.

### **24. PAYMENTS IN ADVANCE**

- (a) The Entrance Fee and at least three (3) months Subscriptions shall accompany any application for Membership.
- (b) Upon a candidate being elected to Membership, his Subscription shall be deemed to have become payable as from the date of his acceptance.
- (c) Should a candidate fail to be elected, he shall be refunded the Entrance Fee and all or such part of the subscriptions as the Committee in its sole discretion shall decide.

### **25. RESIGNATIONS**

#### **Notice**

- (a) Any member may resign his membership by giving a notice to that effect. Every such notice, if accepted shall be deemed to take effect as from the last day of the month in which the notice was received. For the Transferable categories of membership, the member is required, upon payment of a Transfer Fee, to dispose of his membership within six (6) months of his resignation.

### **Acceptance**

- (b)
  - i) A member in the transferable category who has been served with a disciplinary notice of inquiry in accordance with Rule 30, and pending hearing by the Complaints Committee or Disciplinary Committee, shall be prohibited to sell or transfer his membership until the Complaints Committee or Disciplinary Committee decides on the complaint.
  - ii) All resignations shall be considered by the Committee who may, in its absolute discretion, refuse to accept such an application. The General Manager/Secretary shall post in the Notice Board the names of those whose resignations who have been accepted by the Committee.

### **26. DEFAULTERS**

- (a) If any Member shall fail to pay his monthly dues (Subscription Fees, Bar Bills and/or any other payments due to the Club) by the 28th of the month in which the statement of account is received, a late payment charge equivalent to 10% of the amount owing shall be imposed.
- (b) A reminder by Registered Post shall be sent to the member calling his attention thereto and requesting payment including the said late payment charge. If no payment is received by the Club within 15 days from the date of such reminder, he shall be suspended from using all facilities of the Club and exercising all rights as a member. His name shall be posted as a defaulter on the Notice Board.
- (c) The member may apply for re-instatement within a period of six (6) months from the date of such suspension provided that all outstanding amounts are settled. The Committee shall have the sole discretion whether to reject or accept such application for re-instatement, subject to such terms and conditions as the Committee shall determine.
- (d) If a Non-Transferable Member does not apply for re-instatement within a period of six (6) months from the date of his suspension, he shall be struck off from the Membership Register as a member of the Club.
- (e) If a Transferable Member does not apply for re-instatement within a period of six (6) months from the date of his suspension, he shall required to, upon payment of a

Transfer Fee, dispose of his membership within twelve (12) months of the date of his suspension. If he does not do so, he shall cease to be a member and the Club will auction off his membership in the open market. All monies due to the Club will be deducted from the proceeds of the sale and if these are not sufficient to cover all his Owings, the Club shall reserve the right to recover from him using all possible means for the outstanding monies.

## **27. EFFECT ON CEASING TO BE A MEMBER**

Any person shall, upon ceasing to be a member of the Club, forfeit all rights to and claim upon the Club and its property and funds.

## **28. REINSTATEMENT**

- (a) Any Non-Transferable Member who has been struck off the Register of Members as a defaulter and is desirous of rejoining, may be re-instated by the Committee provided that his application is made within six (6) months from the date he was defaulted, but he may be charged an Entrance Fee and a deposit at the discretion of the Committee. Any arrears of Subscriptions and/or any outstanding accounts due from him, shall be paid in full before his application for re-admission will be entertained.
- (b) For Members within the Transferable categories of membership, the Member who has been defaulted and is desirous of rejoining, may be re-instated by the Committee provided that his application is made within six (6) months from the date of he being defaulted. If a member does not apply for re-instatement within a period of six (6) months from the date of he being defaulted or should the Committee not approve the application for re-instatement, he shall lose his right to apply for re-instatement. The Transferable Member is required to dispose of his membership, after payment of a Transfer Fee, within six (6) months from the date of rejection by the Committee. Any arrears of Subscriptions and/or any outstanding accounts due from him, shall be paid in full before his application for re-instatement will be entertained.

## **29. MEMBERS ADJUDGED BANKRUPT, CONVICTED ETC.**

If any member is adjudged a bankrupt, or makes a composition or arrangement with his creditors under the provisions of any Act or Regulation, he shall thereupon cease to be a Member.

Upon an appeal made by the Member affected by the aforesaid provision the Committee shall have the power, based on the merits of the appeal to reinstate him to the membership. The decision of the Committee shall be final.

If any Member is convicted in any Court of Law for any offence involving dishonesty or moral turpitude, he shall cease to be a Member of the Club and thereupon shall not be eligible for the membership of the Club.

### **30. DISCIPLINARY ACTION**

(a) The Committee shall have the power to appoint such Complaints Committees and Disciplinary Committees for such periods and on such terms as the Committee may deem fit for the purpose of disciplinary proceedings against Members.

(b) A Member committing any of the following acts within the Club premises and its precincts, and outside the Club premises if such member is in the capacity as an Official and/or Representative of the Club, shall be subject to disciplinary action:-

- i) vandalism;
- ii) wilful damage of property belonging to the Club and/or its Members or guests;
- iii) fighting;
- iv) intimidation;
- v) assault, battery or all forms of threatening behaviour;
- vi) abusive, disorderly and/or boisterous behaviour;
- vii) use of abusive or obscene language and/or other forms of profanity;
- viii) rude and/or abusive conduct towards any Member or employee of the Club;
- ix) smoking in designated non-smoking areas;
- x) inappropriate attire in violation of the Club's dress code;
- xi) any criminal act;
- xii) breach of any Rule or Bye-Law of the Club; or
- xiii) any conduct which in any way brings disrepute and is prejudicial to the interest of the Club or its Members.

(c) The Complaints Committee shall comprise :

- i) A Chairman who shall be a Member of the Rules and Membership Committee; and
- ii) Two other Members of the Club appointed by the Committee.

(d) The Disciplinary Committee shall comprise :-

- i) A Chairman who shall be a Member of the Rules and Membership Committee;
- ii) A Member of the Club not being a Member of the Committee or the Rules and Membership Committee; and
- iii) Other Members of the Rules and Membership Committee.

(e) The quorum of the Disciplinary Committee shall not be less than three (3). The Chairman of the Rules and Membership Committee may sit in the Disciplinary Committee. In such a case, he shall be the Chairman of the Disciplinary Committee. In all other cases, the Chairman of the Rules and Membership Committee will

nominate a chairman for the Disciplinary Committee. A member of the Complaints Committee shall not sit in any Disciplinary Committee enquiring into any matter previously dealt with by the Complaints Committee of which he was a member.

- (f) All complaints against a Member shall be in writing, addressed to the General Manager/Secretary who shall refer the said complaint to the Complaints Committee.
- (g) The Complaints Committee shall consider all complaints. If necessary, the Complaints Committee may direct the Member against whom the complaint was made to furnish an explanation in writing within fourteen (14) days upon receipt of the notification. The Complaints Committee may at its discretion dismiss any complaint if it is of the view that the complaint is frivolous, malicious and/or vexatious.
- (h) After considering the complaint and the explanation (if any), the Complaints Committee may take one of the following courses of action :-
  - i) Dismiss the complaint;
  - ii) Issue the Member with a letter of advice and/or warning; or
  - iii) Refer the matter for a disciplinary inquiry.
- (i) If the Complaints Committee is of the view that a disciplinary inquiry be held, it will refer the matter to the Committee which will appoint a Disciplinary Committee to hold a disciplinary inquiry to investigate into the complaint.
- (j) When a disciplinary inquiry has been directed to be held, the Member shall be served a notice of inquiry which shall :-
  - i) specify the charge or charges against the Member; and
  - ii) state the date, time and place at which the inquiry will be held.
- (k) An Inquiry shall not be held a date earlier than fourteen (14) days from the date of notice of enquiry except with the consent of the Member complained against or if the interest of justice so requires.
- (l) A member shall be deemed to be served with a notice of inquiry if such notice be sent by pre-paid registered post to the Member's residential address as recorded in the membership register.
- (m) A Member may request in writing adjournment of the inquiry. Such a request shall be addressed to the Chairman of the Disciplinary Committee within seven (7) days from the date of notice of inquiry. The Chairman of the Disciplinary Committee shall, in his sole discretion, decide if there is any merit in the request, and if so, allow the adjournment of the inquiry to such later date as he may determine.



- (n) The Member shall appear in person at the inquiry.
- (o) If the Member fails to appear at the appointed date and time, the Disciplinary Committee may proceed with the inquiry in the absence of the Member after satisfying itself that the notice of inquiry was duly sent, or after notifying the Member of the Chairman's decision on the request of adjournment, if there is any.
- (p) The Disciplinary Committee shall not be bound by any formal rules of evidence and/or procedure. At the inquiry, the Member shall be informed of the case against him and shall be given the opportunity to adduce such evidence as may be appropriate to answer the charge(s) against him, including calling his own witnesses and cross-examining the complainant and any witnesses who may give evidence at the inquiry. The Disciplinary Committee may, at any stage of the proceedings, amend the charge(s) against the Member if it is of the view that there are sufficient grounds for doing so. In such a case, the Member shall be entitled to recall or further cross-examine any witnesses who have given evidence at the inquiry.
- (q) After full inquiry into the complaint, the Disciplinary Committee may dismiss the complaint or, if it is of the view that the Member is guilty of the charge(s) against him, impose all or any of the following penalties on the Member :-
  - i) censure him;
  - ii) require him to give such undertaking as the Disciplinary Committee deems fit;
  - iii) impose a fine not exceeding \$1,000/=;
  - iv) suspend his membership for a period of not more than twelve (12) months;
  - v) expel the Member from the Club.
- (r) A Member whose membership has been suspended, shall continue to be liable for payment of all monthly subscriptions and any such payments levied by the Club on its Members during the period of his suspension.
- (s) An expelled Member shall not be eligible for re-admission as a Member and shall not be a guest of any other Member. In the case of a Transferable Membership, the Member shall be required to dispose of his membership, after payment of a Transfer Fee, within six (6) months from the date of his expulsion. If he does not do so, he shall cease to be a member and the Club will auction off his membership in the open market. All monies due to the Club will be deducted from the proceeds of the sale and if these are not sufficient to cover all his Owings, the Club shall reserve the right to recover from him using all possible means for the outstanding monies.
- (t) A Member who is dissatisfied with the decision of the Disciplinary Committee may appeal to the Committee whose decision shall be final.
- (u) All appeals by the Member against the decision of the Disciplinary Committee must be made within fourteen (14) days from the date that the Member is notified of the

decision of the Disciplinary Committee. The Committee may, at its absolute discretion extend the time within which the Member may appeal.

- (v) Any penalty imposed by the Disciplinary Committee shall take effect after the expiration of a period of fourteen (14) days after notification by the Disciplinary Committee of its decision to the Member. In the event of an appeal, the penalty will take effect immediately after the Committee's decision is notified to the Member.
- (w) There shall be no appeal by the complainant against any decision by the Complaints Committee or the Disciplinary Committee.
- (x) Appeals to the Committee must be in writing, setting out the grounds of the appeal. The Committee may, in its absolute discretion, direct the Member to appear before the Committee for any clarification or explanation. The Committee shall not consider any matter not raised by the Member at the Disciplinary Inquiry before the Disciplinary Committee.
- (y) The Committee may, after considering the appeal, either confirm the decision of the Disciplinary or vary the decision on such terms as the Committee deem appropriate;
- (z) There shall be no appeal against the decision of the Committee.

### **31. MANAGEMENT COMMITTEE**

- (a) The entire management of the Club shall be deputed to a Committee consisting of twelve members namely; President, Vice-President, Finance Member, Chairman, Games Control Board and eight Ordinary Committee Members, all of whom shall be elected at alternate Annual General Meeting. The Management Committee shall hold office for a term not exceeding two (2) years.

#### **Elections of Members to Committee**

- (b)
  - i) Candidates 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 waive this requirement. Nominations must be received by the General Manager/Secretary not less than seven (7) 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) days before the Annual General Meeting.
  - ii) Election shall be by ballot when the nominations exceed the required number. In the event of election of the eight (8) Ordinary Committee members by ballot, votes cast by a member for more than eight (8) of nominees shall be deemed to be invalid. If insufficient nominations are received 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 complete the required number.

- iii) No person shall be eligible for election to the Committee unless he has been a Patron, Life, Ordinary (Non-Transferable), Ordinary (Transferable) or Veteran Member for at least two (2) years next preceding the date of the election.
- iv) At the Annual General Meeting, the candidates who shall receive most votes shall be declared elected and in the case of two or more candidates receiving an equal number of votes, a re-vote shall be taken in case of such candidates, and in the event of a tie after such re-vote the Chairman of the Meeting shall have a second or casting vote.

### **Vacancies in the Committee**

- (c) The Committee shall have power to fill vacancies that may arise during its term of office, but when a vacancy occurs in the office of President, the Vice-President shall ipso facto become President. Any change in the Committee shall be posted up in the Notice Board for the information of members.

### **Meetings of Committee and Quorum**

- (d) The Committee shall meet at least once in every month to examine the accounts and arrange the affairs of the Club and at other times at the discretion of the President or on the requisition of at least three members of the Committee and at all Committee Meetings six members shall form a quorum. The Chairman at all Committee Meetings shall have a second or casting vote. Minutes shall be taken of all the proceedings of the Meetings.

### **Absence from Meetings**

- (e) Any member of the Committee absenting himself without explanation satisfactory to the Committee from three out of five consecutive meetings shall cease to be a member thereof.

### **Sub-Committees**

- (f)
  - i) The Committee may from time to time appoint such Sub-Committees as they may deem necessary or expedient and may depute or refer to them such of the powers and duties of the Committee as the Committee may determine. At least one member of the Committee shall be appointed to each of the Sub-Committees. Such Sub-Committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee.

- ii) Any member affected by a decision of a Sub-Committee and is dissatisfied therewith may appeal in writing to the Committee within 7 days of the date of receipt of such decision.

### **32. GAMES CONTROL BOARD CONSTITUTION**

- (a) The Games Control Board shall consist of the Chairman and the Secretary-Convenor of each Games Sub-Committee to be elected at a special Games Sub-Committee to be elected at a special Games Meeting. The Secretary-Convenor or an appointed representative of each game Sub-Committee may represent the Club in any National Sports Body as appointed by the Chairman.

#### **Special Games Meetings and Quorum**

- (b) The Chairman shall convene at least once a year a Special Games Meeting in respect of each branch of sports/games. At this special Games Meeting, ten members shall form a quorum.

#### **Games Sub-Committees**

- (c) At every Special Games Meeting there shall be elected a Games Sub-Committee for the particular game or games for which the meeting has been convened, consisting of the Captain, Vice-Captain and Secretary-Convenor and Assistant Convenor (if any). Any vacancy which may occur in any Games Sub-Committee shall be filled by the Games Control Board. The Chairman shall be an ex-officio Chairman of every Games Sub-Committee.

#### **Meetings of the Board and Quorum**

- (d) The Games Control Board shall meet at least once every month before the monthly meeting of the Committee at which each Games Sub-Committee shall submit its report and at which six members shall form a quorum. Minutes shall be taken of all proceedings of the Board and the Chairman shall report to the Committee the work done by the Board and the Games Sub-Committees. Any member of the Board absenting himself without explanation satisfactory to the Chairman, from three out of five consecutive meetings shall cease to be a member thereof and of the Games Sub-Committee of which he is a member.

#### **Complaints and/or Suggestion (Games)**

- (e) Any complaints and/or suggestion in respect of games shall be made in writing to the Chairman or in a book provided for the purpose who shall thereupon convene a meeting of the Sub-Committee concerned and conduct an enquiry into such complaint. The findings of such enquiry shall be placed before a meeting of the Games Control Board which shall have power to dispose of the matter in any

manner thought fit, including the power to suspend a player from participating in any games. Any player dissatisfied with the decision of the Board may appeal in writing to the Committee within seven days of the date of receipt of such decision.

### **33. PLAYING FIELDS**

The use of the playing fields shall be at the discretion of the Chairman, Games Control Board and the General Manager / Secretary.

### **34. GENERAL MANAGER / SECRETARY APPOINTMENT**

- (a) The Committee shall appoint such person, as they think fit to the office of General Manager / Secretary of the Club and shall determine his terms of appointment.

#### **Duties / Functions**

- (b) The General Manager / Secretary will be responsible for the General Management of the Club and manage all the facilities of the Club. All employees of the Club shall be under his control.

### **35. GENERAL MEETINGS**

#### **Annual General Meeting**

- (a) The Annual General Meeting shall be held in the month of March in each year upon a date and time to be fixed by the Committee for the following purposes:
- i) To receive from the Committee an annual report, balance sheet and statement of accounts for the preceding financial year.
  - ii) Where applicable to elect members of the Committee for the following term.
  - iii) To appoint auditors for the ensuing year.
  - iv) To decide on any resolution which may be duly submitted to the meeting as provided for in the Rules of the Club.
  - v) To consider any other matters brought forward in accordance with the Rules of the Club.

#### **Notice of Resolutions**

- (b) Any Member desirous of moving any resolution at the Annual General Meeting shall give notice thereof in writing together with the name of his seconder to the

General Manager /Secretary not less than two weeks before the Annual General Meeting in each year.

### **Extraordinary General Meeting**

- (c) The Committee may at any time for any special purpose, call an Extraordinary General Meeting and they shall do so forthwith upon the requisition in writing of any 500 members, or 10 per cent of the eligible voting members, whichever is the lesser, stating the purpose for which the meeting is required.

### **Convening General Meeting**

- (d) At least fourteen (14) clear days before the Annual General Meeting or any Extraordinary General Meeting, a notice of such meeting and of the business to be transacted thereat shall be posted in the Clubhouse and a copy thereof shall be sent to every member, and no business other than that of which seven (7) clear days' notice in writing has been so given shall be brought forward at such meeting. Provided always that should any member desire to raise any question relating to the report and accounts, he shall give at least three (3) clear days' notice of such intention to the General Manager / Secretary in writing. The reports, balance sheet and statement of accounts shall be posted in the Clubhouse at least fourteen days before the Annual General Meeting and copies thereof shall accompany the notice convening such meeting.

### **Proceedings at General Meetings**

- (e)
  - i) At all General Meetings, the President and in his absence, the Vice-President and in his absence, a member elected by the members present shall take the chair. Every Patron Ordinary (Non-Transferable), Ordinary (Transferable), Corporate (Transferable), Life or Veteran Member present shall be entitled to one (1) vote. Minutes shall be taken of all proceedings.
  - ii) All proceedings at the General Meetings shall be regulated by the Chairman or any one authorised by him. Voting on any resolution, motion, proposal and the election of office-bearers may commence after a quorum is reached. No member shall be prevented from voting before the discussion on any matter has concluded.
  - iii) Members who wish to listen or participate in the discussion may do so but they shall cast their votes within the time stipulated. The voting booth shall close by the time specified in the voting procedure issued with the Notice of meetings. Anyone who fails to cast his vote by that time shall forfeit his right to vote at that meeting.

### **Quorum**

- (f) The Quorum at all General Meetings shall be 150 members or 20 percent of the voting membership whichever is the lesser. In the event of there being no quorum, the meeting shall be adjourned for 30-minutes and should the number then present be insufficient to form a quorum, those present shall be considered a quorum, but they shall have no power to alter, amend or make additions to any of the existing Constitution.

## **36. ACCOUNTS**

### **Financial Year**

- (a) The financial year of the Club shall end on the 31st day of December in each year.

### **Audit of Accounts**

- (b) The accounts shall be audited by auditors who shall be appointed at each Annual General Meeting and who shall not be members of the Committee.

### **Payment of Members Accounts**

- (c) The charges to be made for food, refreshments, billiards, cards and other games, and any other charges whatsoever shall be fixed by the Committee who shall also decide as to the manner of payment.

### **Banking Accounts**

- (d) All monies received shall be deposited in a local Bank or Banks approved by the Committee, and all cheques drawn thereon shall be signed by the Finance Member or in his absence by the President and by the General Manager / Secretary or in his absence by the Vice-President.

## **37. RAISING OF FUNDS**

The Committee may from time to time raise or borrow for the purposes of the Club such sums of money as they think proper and they may raise or secure the payment of such monies in such manner and upon terms and conditions in all respects as it thinks fit. Provided that when any question arises involving either the raising or borrowing of money or the incurring of any capital expenditure by the Club of more than \$100,000 for any one project then that question and any other question arising out of the same or incidental thereto shall be decided by a majority vote of the members entitled to vote expressed in person at an Extraordinary General Meeting. Provided further that in respect of any one project involved capital expenditure in excess of \$50,000 but not more than \$100,000, the Committee shall give one full month's prior notice in writing to members and shall not commit the Club to such expenditure if written objections are received from

members entitled to vote in such numbers as would be sufficient for requisitioning an Extraordinary General Meeting.

### **38. MEMBERS' ADDRESSES**

Every member shall inform the General Manager / Secretary of changes in his address and all notices posted to such address shall be considered as having been duly given on the day following the day of posting.

### **39. PROHIBITIONS**

#### **Games Prohibited**

- (a)
  - i) Gambling of any kind, whether for stakes or otherwise, is prohibited unless it is with the approval of the Commissioner of Estate Duties.
  - ii) The Club shall not hold any lottery, whether confined to its members or not, in the name of the Club or its office-bearers, Committee or members unless with the prior approval of the relevant authorities.

#### **General Prohibitions**

- (b) Without prejudice to Rule 38(a), the Committee may, in its absolute discretion, prohibit the playing of any games whatsoever, whether for stakes or otherwise, and may limit such prohibitions to the whole or part of any specific category or categories of members.

#### **Court Fines**

- (c) The funds of the Club shall not be used to pay fines of members who have been convicted in court.

#### **Politics**

- (d) The Club shall not indulge in any political activity or allow its funds and /or premises to be used for political purposes.

#### **Trade Unions**

- (e) The Club shall not engage in any trade union activity as defined in any written law relating to trade unions for the time being in force in Singapore.

#### **Price Fixing**



- (f) The Club shall not attempt to restrict or interfere with trade or make directly or indirectly any recommendation to, 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.

### **Fund Raising**

- (g) 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.

## **40. INTERPRETATION OF RULES**

### **Decision of Committee Final**

- (a) The Committee is the sole authority for the interpretation of this Constitution and the decision of the Committee, upon any question of interpretation or upon any matter affecting the Club and not provided for in this Constitution shall be final and binding on the members.

### **Discretion**

- (b) In all cases not provided for in this Constitution the Committee shall act according to their discretion.

## **41. AMENDMENT OF RULES**

This Constitution Rules may be added to, repealed or amended by resolution at any Annual or Extraordinary General Meeting, provided that no such resolution shall be deemed to have been passed unless it be carried by a majority of at least two-thirds of the members voting thereon. No alteration in this Constitution of the Club shall be enforced or applied until approved in writing by the Registrar of Societies.

## **42. DISSOLUTION**

- (a) 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, in person at a General Meeting convened for the purpose.
- (b) In the event of the Club being dissolved as provided above, all debts and liabilities incurred on behalf of the Club shall be fully discharged and the remaining funds and all proceeds of properties shall be donated to charitable institutions to be decided by members at that meeting.

- (c) A Certificate of Dissolution shall be given to the Registrar of Societies within seven days of the dissolution.

#### **43. BYE-LAWS AND REGULATIONS**

The Committee may from time to time make, repeal and amend all Bye-Laws and Regulations as they shall think expedient for the management and well-being of the Club and the conduct of business, and may thereby impose reasonable fines and penalties for any breach of such Bye-Laws and Regulations. All Bye-Laws and Regulations made by the Committee shall be binding upon members until repealed by Committee or set aside by a resolution at a General Meeting of the Club.

#### **44. DECISION OF COMMITTEE / GENERAL MEETING - BINDING**

No appeal shall lie from any decision of the Committee and / or of a General Meeting.

#### **45. TRUSTEES**

The Club shall appoint no more than four and not less than two trustees of the Club. The first trustees shall be appointed by the Committee and the immovable property of the Club (other than cash which shall be under the control of the treasurer) shall be vested in them subject to a declaration of trust to be dealt with them as the Committee shall from time to time direct by resolution (of which the entry in the minute book shall be conclusive evidence). The trustees shall be indemnified against risk and expense out of the Club's property. A trustee shall hold office until death or he becomes a lunatic or of unsound mind, or is absent from the Republic of Singapore for a period of more than one year, or is guilty of misconduct of such kind as to render it undesirable that he continues as a trustee or resignation or until removed from office by a resolution of the Committee who may for any reason which may seem sufficient to a majority of them present and voting at any meeting, remove any trustee or trustees from the office of trustee. Whereby reason of any such death, resignation or removal, it shall appear necessary to the Committee that a new trustee or trustees shall be appointed or if the Committee shall deem it expedient to appoint an additional trustee or additional trustees, the Committee shall by resolution nominate the person or persons to be appointed the new trustee or trustees. The address of each immovable property, name of each trustee and any subsequent change must be notified to the Registrar of Societies.