



JURONG COUNTRY CLUB



EXTRAORDINARY
GENERAL MEETING
31 JANUARY 2018



AGENDA



- 1. Resolution 1 – Approval of the sum up to \$500,000 for the purpose of cost and expenses to be incurred in the engagement of legal representation**
- 2. Resolution 2 – Approval of proposed amendments to the Constitution .**
- 3. Any Other Business -- Updates on the gym instructor, Mr Yusoff's case**
- 4. Voting of the Secret Ballot**
- 5. Recess for Counting of Votes**
- 6. Announcement of Results of Secret Ballot**
- 7. Conclusion of EGM**



RESOLUTION 1



To consider, and if thought fit, to approve, in addition to the annual expenditure limit of \$500,000 per financial year set under Rule 36.4 of the Constitution, the General Committee shall have the power to commit or incur, a sum up to \$500,000 for the purpose of cost and expenses to be incurred in the engagement of legal representation in respect of the Club's land acquisition appeal case up to the final conclusion of the matter.



RESOLUTION 2



To consider, and if thought fit, to approve proposed amendments to the Constitution:

- **To remove the restriction on the maximum number of consecutive terms that the President, Captain and General Committee members may serve and to amend Rules 29.3(c) and 29.4 of the Constitution accordingly (Please refer to the Annex):**



RESOLUTION 2 (cont'd)



- **To remove the requirement to post on the Notice Board in respect of general meetings, and to amend Rules 33.8 to 33.10 of the Constitution accordingly (Please refer to Annex)**
- **To allow notices to Members to be sent electronically and to amend Rule 39.2 of the Constitution accordingly (Please refer to Annex):**



ANNEX



Rule No.	Existing Rule	Renumbered Rule No.	Proposed Amended/New Rule	Explanation & Reason for Amendment
29.3(c)	<p>For the avoidance of doubt, the members of the General Committee shall upon election serve from such election until the biennial AGM referred to in Rule 33.1, whereupon they shall retire and subject to Rule 29.4, be eligible for re-election.</p> <p>Provided that a General Committee member's term may be extended in the circumstances as provided in Rule 33.5.</p>	29.3(c)	<p>For the avoidance of doubt, the members of the General Committee shall upon election serve from such election until the biennial AGM referred to in Rule 33.1, whereupon they shall retire and subject to Rule 29.4, be eligible for re-election.</p> <p>Provided that a General Committee member's term may be extended in the circumstances as provided in Rule 33.5.</p>	<p>The Club has ceased operations after its land was acquired. The land acquisition appeal case is ongoing. It is in the members' interest for the existing General Committee (GC) who are involved in matters concerning the land acquisition appeal to continue representing the Club up to the final conclusion of the case. As a few GC members have completed the maximum number of consecutive terms allowed under the existing rule of the Constitution, it is necessary to remove the restriction to enable these GC members to continue, subject to re-election.</p>



ANNEX



Rule No.	Existing Rule	Renumbered Rule No.	Proposed Amended/New Rule	Explanation & Reason for Amendment
29.4	<p>The President and Captain may each serve in the same position for not more than three (3) consecutive terms. All other General Committee members may serve not more than two (2) in consecutive terms.</p> <p>Provided that the term of a member co-opted under Rules 29.3(b), 29.5, 29.6 and 33.5 shall not be taken as a term herein in the event that he is elected thereafter.</p>	29.4	<p>The President and Captain may each serve in the same position for not more than three (3) <u>in</u> consecutive terms <u>subject to re-election at the biennial AGM.</u> All other General Committee members may serve not more than two (2) in consecutive terms <u>subject to re-election at the biennial AGM.</u></p> <p>Provided that the term of a member co-opted under Rules 29.3(b), 29.5, 29.6 and 33.5 shall not be taken as a term herein in the event that he is elected thereafter.</p>	Same as above.



ANNEX



Rule No.	Existing Rule	Renumbered Rule No.	Proposed Amended/New Rule	Explanation & Reason for Amendment
29.4	<p>The President and Captain may each serve in the same position for not more than three (3) consecutive terms. All other General Committee members may serve not more than two (2) in consecutive terms.</p> <p>Provided that the term of a member co-opted under Rules 29.3(b), 29.5, 29.6 and 33.5 shall not be taken as a term herein in the event that he is elected thereafter.</p>	29.4	<p>The President and Captain may each serve in the same position for not more than three (3) in consecutive terms <u>subject to re-election at the biennial AGM</u>. All other General Committee members may serve not more than two (2) in consecutive terms <u>subject to re-election at the biennial AGM</u>.</p> <p>Provided that the term of a member co-opted under Rules 29.3(b), 29.5, 29.6 and 33.5 shall not be taken as a term herein in the event that he is elected thereafter.</p>	Same as above.



ANNEX



Rule No.	Existing Rule	Renumbered Rule No.	Proposed Amended/New Rule	Explanation & Reason for Amendment
33.8	If the General Committee does not within three months after the date of the receipt of the written request proceed to convene the Extraordinary General Meeting, the Members who requested for the Extraordinary General Meeting shall convene the Extraordinary General Meeting by giving ten days' notice to Voting Members setting forth the business to be transacted and simultaneously posting the agenda on the Club's Notice Board.	33.8	If the General Committee does not within three months after the date of the receipt of the written request proceed to convene the Extraordinary General Meeting, the Members who requested for the Extraordinary General Meeting shall convene the Extraordinary General Meeting by giving ten days' notice to Voting Members setting forth the business to be transacted and simultaneously posting the agenda on the Club's Notice Board.	There is no longer a Notice Board as there is no Club premises.



ANNEX



Rule No.	Existing Rule	Renumbered Rule No.	Proposed Amended/New Rule	Explanation & Reason for Amendment
33.9	Notice of every General Meeting setting forth the agenda for discussion at such General Meeting shall be sent to each Member resident in Singapore fourteen (14) clear days before the date of the meeting by post or circular and shall be posted on the Club's Notice Board for the same period.	33.9	Notice of every General Meeting setting forth the agenda for discussion at such General Meeting shall be sent to each Member resident in Singapore fourteen (14) clear days before the date of the meeting by post or circular and shall be posted on the Club's Notice Board for the same period.	Same as above.



ANNEX



Rule No.	Existing Rule	Renumbered Rule No.	Proposed Amended/New Rule	Explanation & Reason for Amendment
33.10	<p>Any Member who wishes to place an item on the agenda of the General Meeting may do so provided he gives notice to the General Committee at least seven (7) clear days before the meeting is due to be held. Any such notice received after the Notice of General Meeting has been sent out shall be placed on the Club's Notice Board instead of being dispatched to the Members by post.</p>	33.10	<p>Any Member who wishes to place an item on the agenda of the General Meeting may do so provided he gives notice to the General Committee at least seven (7) clear days before the meeting is due to be held. Any such notice received after the Notice of General Meeting has been sent out shall be placed on the Club's Notice Board instead of being dispatched to the Members by post.</p>	Same as above.



ANNEX



Rule No.	Existing Rule	Renumbered Rule No.	Proposed Amended/New Rule	Explanation & Reason for Amendment
39.2	<p>A notice to any Member may be sent by post to his address or by email to his email address in the Register of Members. The notice shall be deemed to have been duly delivered on the day following the posting or on the same day the email was sent. Alternatively, notices to Members may be circulated via web broadcast.</p>		<p>A notice to any Member <u>may be sent by post to his address or by email to his email address</u> in the Register of Members. The <u>notice</u> shall be deemed to have been duly delivered on the day following the posting <u>or on the same day the email was sent</u>. <u>Alternatively, notices to Members may be circulated via web broadcast and deemed delivered on the same day of the broadcast.</u></p>	<p>The Club no longer employs full-time staff and does not have the manpower to send hard copy of notices by post. Outsourcing will be costly. Circulation of notices by email and web broadcast will save time and expenses.</p>



ANY OTHER BUSINESS



•RECAP OF YUSOFF'S CASE

Below is the information provided to the members of JCC at the AGM held on 31 March 2017:

- At all material times, the Club has had a contract for service with the ex-independent contractor in question, Mr Yusoff, who had left due to the impending Club closure. The Club had considered giving Mr Yusoff an ex gratia payment for his long service to the Club as gratitude for his service. Despite this, Mr Yusoff unexpectedly approached CPF Board to claim for employer's contribution from March 2003 to Dec 2016. The Club has since cancelled the ex gratia payment.



ANY OTHER BUSINESS



•RECAP OF YUSOFF'S CASE

Thereafter, upon hearing from both the Club and Mr Yusoff, the CPF Board assessed the CPF employer's contributions to Mr Yusoff to be SGD 185,610.00. This has taken the Club entirely by surprise.

The Club takes and maintains the position that Mr Yusoff is and was, at the material time, an independent contractor and intends to vigorously defend against Mr Yusoff's claim in Court or otherwise. The Club believes that no employer's contributions are/were due and owing to Mr Yusoff at any point in time.



ANY OTHER BUSINESS



•RECAP OF YUSOFF'S CASE

You may wish to note further that the Club has undertaken a cost-benefit analysis and determined that it should fully contest Mr Yusoff's claim on two main grounds.

Firstly, if the Club does not contest or defend the claim, the Club will unnecessarily be liable to pay out a substantial sum of money if it fails to contest Mr Yusoff's claim. This includes, as the query rightly pointed out, the legal fees, interest levied and penalty charges.

Secondly, on principle and on the facts and merits of this case, the Club believes that Mr Yusoff was merely an independent contractor and never an employee of the Club at the material time.



ANY OTHER BUSINESS



•UPDATES OF YUSOFF'S CASE

Date	Event
6 April 2017 to 19 July 2017	Fortis Law Corporation (“FLC”) made representations to the Central Provident Fund (“CPF”) on behalf of Jurong Country Club (“JCC”) for the case that there should not be CPF payable for Mohamed Yusoff (“MY”).
27 June 2017	FLC filed an application to Court in civil proceedings to decide the issue of whether MY was an employee of JCC and whether CPF was payable.
19 July 2017	In response, CPF separately commenced criminal proceedings against JCC for offences under the CPF Act for failing to pay CPF in respect of MY.



ANY OTHER BUSINESS



•UPDATES OF YUSOFF'S CASE

Date	Event
16 August 2017	MY appointed Bogaars & Din to represent him in the OS proceedings.
16 August 2017	FLC attended Court for criminal proceedings. Issues raised as to regularity of criminal proceedings, in particular whether the notice of criminal proceedings had been served in accordance with the law.
5 September 2017	CPF appointed Straits Law Practice LLC ("SLP") to act for them in the prosecution of the criminal proceedings. FLC and SLP attended Court for pre-trial conference ("PTC") of criminal proceedings during which directions were given for FLC to make written representations to SLP in respect of the charges.



ANY OTHER BUSINESS



•UPDATES OF YUSOFF'S CASE

Date	Event
6 September 2017	CPF appointed SLP to represent them in the civil proceedings. SLP filed an application to court for the court to decline hearing the civil proceedings in view of the criminal proceedings commenced by CPF that covers the same subject matter.
15 September 2017	In respect of the criminal proceedings, FLC made written representations to SLP for the withdrawal of all charges against JCC. This was rejected by SLP as CPF insisted on proceeding with the criminal charges instead of letting the civil courts decide the issue.
27 September 2017	Pursuant to instructions from JCC, FLC informed SLP that JCC would let the matter be decided by way of criminal proceedings instead of civil proceedings.



ANY OTHER BUSINESS



•UPDATES OF YUSOFF'S CASE

Date	Event
11 October 2017	FLC attended PTC for the criminal proceedings during which issue of regularity of the service of the notice of criminal proceedings was discussed.
14 November 2017	For the civil proceedings, in light of JCC's intention to allow the matter be decided in the criminal proceedings instead of the civil proceedings, the Court declined to hear the civil proceedings further and ordered costs for \$5,000 in favour of CPF and \$2,500 in favour of MY.
15 November 2017	FLC attended further PTC for criminal proceedings and informed the Court that JCC would not be pursuing the procedural issues. FLC informed Court that JCC's documents were in storage and would require time to retrieve relevant documents for disclosure.



ANY OTHER BUSINESS



•UPDATES OF YUSOFF'S CASE

Date	Event
18 November 2017	FLC lawyers met with Teo Peh Yen at Iron Mountain to retrieve further relevant documents.
1 December 2017	FLC wrote a further letter of representation to SLP to request that CPF consider proceeding with a single charge against JCC rather than four since a single charge would be sufficient to resolve the issue of whether CPF was payable to MY.
14 December 2017	SLP replied to FLC to state that CPF was unable to accede to JCC's representations to proceed on the prosecution of a single charge.



ANY OTHER BUSINESS



•UPDATES OF YUSOFF'S CASE

Date	Event
20 December 2017	FLC attended further PTC for criminal proceedings. Received List of Witnesses and List of Exhibits from SLP.
21 December 2017	FLC served JCC's List of Witnesses and List of Exhibits on JCC's solicitors
22 December 2017	FLC attended a further PTC to fix trial dates for the criminal proceedings and the trial dates are on 7, 8 and 19 March 2018, and 2 and 18 April 2018.
2 February 2018	The PTC is fixed for hearing on 2 Feb 2018.



Secret Ballot for Resolutions

Please vote by marking “X”
otherwise your votes will be voided.

Please proceed to Voting Room for
your voting.



Recess for Counting of Votes

Please stay behind while the Counting of
Votes is in Progress.



Announcement of Secret Ballot Results



Announcement of Secret Ballot Results – Resolution 1

No. of Votes For: 637

No. of Votes Against: 58

No. of Votes Voided: 24

Resolution 1 has been carried



Announcement of Secret Ballot Results – Resolution 2

No. of Votes For: 659

No. of Votes Against: 15

No. of Votes Voided: 45

Resolution 2 has been carried



Thank you