

CONSTITUTION OF JURONG COUNTRY CLUB

INTRODUCTION – HISTORY & VISION

Jurong Country Club ("JCC") was part of the concept of Jurong Town Corporation ("JTC") to transform an industrial estate into a township. Together with the Japanese Garden and Chinese Garden, Jurong Country Club's 18-hole golf course surrounded the peaceful and idyllic Jurong Lake to make the recreational heart and lungs of Jurong Town.

The first nine holes were opened in 1974. A further 9 holes were added in 1977. The whole golf course was redesigned and remodeled in the early 1990s and in 1993 the Club offered a fully-lit Championship Golf Course for day and night golfing. Since then, its night golf facility has grown to become one of Asia's best. It has hosted a number of championship tournaments including the prestigious Singapore Open Golf Championship in 1997 and 2001.

The contrast between the first nine holes, a par 35, with its mature trees requiring precision and management off the tees and the second nine holes, a par 37, requiring length off the tees makes the championship course at JCC a dual personality and a unique golf course, different from any other in Singapore.

In 2003, JTC transferred JCC to its members and the Proprietary Club became a Members' Club giving its Members a full stake in the future directions of JCC. It was renamed Jurong Country Club 2003 to distinguish it from its proprietary heritage.

In its vision for the future the Club is appreciative of its history particularly that its golfers can walk, carry their own bags of clubs or use caddies or trolleys, letting its members enjoy the exercise, the scenery as well as the game of golf. In 2006, it reverted to its former name of Jurong Country Club to combine the best of traditional and modern golf.

It is part of the Club's vision to have reciprocal/affiliation tie-up with other clubs or organisations as well as to develop the Club into a premier Golf and Country Club encompassing first class resort facilities for the enjoyment of its members.

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1. NAME

- 1.1 The name of the Society shall be Jurong Country Club (hereinafter called "the Club").
- 1.2 Its place of business shall be at "9 Science Centre Road, Singapore 609078" or such other address as may subsequently be decided upon by the General Committee and approved by the Registrar of Societies. The Club shall carry out its activities only in places and premises which have the prior written approval from the relevant authorities, where necessary.

2. OBJECTS

The objects of the Club are:

- 2.1 To be a premier Golf and Country Club encompassing first class resort facilities.
- 2.2 To acquire and/or manage other or additional golf and resort facilities.
- 2.3 To make reciprocity or affiliation arrangements with other clubs or organisations so as to extend or enlarge the range of activities for its Members.
- 2.4 To venture into such activity as the Members at a General Meeting shall decide, provided that such activities shall not contravene the Club's Constitution or the relevant laws.

3. DEFINITION

- 3.1 Words importing the masculine gender include the feminine gender and words importing only the singular number include the plural number and vice-versa.
- 3.2 In these Rules and any Bye-laws made hereunder, unless the context otherwise requires:

"The Club" means the Jurong Country Club;

"Chairman" means the Chairman of the Club;

"Deputy Chairman" means the Deputy Chairman of the Club;

"Members" means persons registered in the Register of Members under the classes of membership listed in Rule 7.1 and any other class as the General Committee may from time to time create, and includes a nominee of a Corporate Golfing Member or Corporate Social Member;

“Children” means any of the following, namely, son, daughter, step-son, step-daughter, adopted son and adopted daughter who are under the age of 21 years and are unmarried;

“General Manager” means the General Manager of the Club.

“Local membership” means the membership in the Club of any individual Member who is a Singapore citizen or permanent resident of Singapore and any Corporate Member whose nominee is a Singapore citizen or permanent resident of Singapore;

“Foreign membership” means the membership in the Club of any individual Member who is not a Singapore citizen or permanent resident of Singapore and any Corporate Member whose nominee is not a Singapore citizen or permanent resident of Singapore.

“Respondent” means the Member who is called upon by the Disciplinary Committee to answer an allegation or a complaint pursuant to the provisions of Rule 32.6.

- 3.3 References in these Rules to the “Notice Board” and “Club’s Notice Board” are to be construed as references to the Notice Board at the Reception Lobby of the Club and the posting of a notice on such Notice Board shall be satisfactory compliance with any requirement in these Rules for a notice to be posted on a Notice Board of the Club.

4. CHAIRMAN & DEPUTY CHAIRMAN

- 4.1 The Club shall have a Chairman and Deputy Chairman who shall be appointed by the Chairman of JTC Corporation.
- 4.2 The Chairman may appoint an Interim General Committee consisting of persons set out in Rule 29.1 to manage the Club until the first Annual General Meeting of the Club is held. The Interim General Committee shall have the same powers and duties as the General Committee.
- 4.3 Notwithstanding any other provisions in these Rules, the Chairman may from time to time vary any decision of the General Committee on appointment of General Manager/Secretary, matters which in his opinion have significant financial implications and amendments to the Club Constitution and the General Committee shall abide by such directions.
- 4.4 In the absence of the Chairman, the Deputy Chairman shall exercise the powers of the Chairman. In these Rules any reference to the Chairman shall include the Deputy Chairman.

5. PATRONS

- 5.1 The General Committee may appoint any person or persons to be a Patron or Patrons of the Club.

6. HONORARY MEMBERS

- 6.1 The General Committee may invite any person to be an Honorary Member for such period as it thinks fit.
- 6.2 An Honorary Member shall not be called upon to pay any subscription, even if he is concurrently a Member under another category of membership.
- 6.3 An Honorary Member who is also concurrently an ordinary Member shall be eligible to hold office and be co-opted to serve on any Committee or Sub-Committee.

7. MEMBERSHIP

- 7.1 Membership of the Club shall consist of any or all of the following classes of Members namely:
- (a) Transferable Golfing Members
 - (b) Ordinary Golfing Members
 - (c) Transferable Golfing Members (Foreign)
 - (d) Corporate Golfing Members
 - (e) Term Golfing Members
 - (f) Visiting Golfing Members
 - (g) Lady Golfing Members
 - (h) Junior Golfing Members
 - (i) Transferable Social Members
 - (j) Ordinary Social Members
 - (k) Lady Social Members
 - (l) Junior Social Members
 - (m) Family Members
 - (n) Honorary Members
 - (o) Corporate Social Members
 - (p) Term Social Members
 - (q) Junior Talent Associate Members
- 7.2 The General Committee may from time to time create new classes of membership on such terms and conditions as the General Committee determines.

- 7.3 The General Committee shall consider all applications for membership and shall decide which applicants are to be admitted to the Club as a Member. No reason shall be given for rejection.
- 7.4 Not less than seventy percent (70%) of the membership of the Club, or such other percentage as may be determined by the relevant authority from time to time, shall comprise Singapore Citizens or Permanent Residents or Corporate Members whose nominees are Singapore Citizens or Permanent Residents.
- 7.5 The General Committee may close the membership of any class of membership whenever it considers such to be appropriate.
- 7.6 The Club shall maintain a register of all categories of Members.

8. ENTRANCE FEES, OTHER FEES, DEPOSITS AND SUBSCRIPTIONS

- 8.1 The General Committee may from time to time determine and impose fees, subscriptions, deposits, charges, premiums, penalties and other fees payable by the various categories of Members, or in respect of any member of the family of a Member of the Club who is entitled to use the facilities of the Club and manner of the payment thereof.
- 8.2 Suspended Members are required to continue paying all subscription, fees and charges due under these Rules for the period under suspension.

9. TRANSFERABLE GOLFING MEMBERS

- 9.1 Application for membership shall be open to any person over 21 years of age and who is a Singapore citizen or a permanent resident of Singapore.
- 9.2 A Transferable Golfing Member shall have the right to transfer his membership to any person above the age of 21 years who is a Singapore citizen or a permanent resident of Singapore, subject to the approval of the General Committee and to the payment of a transfer fee.
- 9.3 Where a Transferable Golfing membership is ancillary to the Member holding an unsecured note, such Member shall apply to transfer the membership and the unsecured note simultaneously to the same person.

10. ORDINARY GOLFING MEMBERS

- 10.1 All Ordinary Golfing Members are entitled to the same privileges as that of the Transferable Golfing Member except that they are not entitled to transfer their memberships.
- 10.2 The General Committee shall have the discretion to decide on the maximum number of Ordinary Golfing Members.

11. TRANSFERABLE GOLFING MEMBERS (FOREIGN)

- 11.1 Application for membership shall be open to any person above 21 years of age and who is not a Singapore citizen or a permanent resident of Singapore subject to Rules 7.4 and 7.5.
- 11.2 A Transferable Golfing Member (Foreign) shall have the right to transfer his membership to any person above 21 years of age, subject to the approval of the General Committee and to the payment of a transfer fee, the amount of which will depend on whether the transferee is a Singapore citizen/permanent resident of Singapore or a foreigner, provided that if the transferee is a Singapore citizen/permanent resident of Singapore, that transferee shall hold the membership as a Transferable Golfing Membership and Rule 9 shall consequently apply to him and he shall be bound thereby.
- 11.3 A Transferable Golfing Member (Foreign) shall enjoy all the privileges of a Transferable Golfing Member.
- 11.4 Where a Transferable Golfing membership (Foreign) is ancillary to the Member holding an unsecured note, such Member shall apply to transfer the membership and the unsecured note simultaneously to the same person.

12. CORPORATE GOLFING MEMBERS

- 12.1 Application for membership shall be open to any Firm, Company or such other entities as the General Committee deems fit.
- 12.2 A Corporate Golfing Member shall be entitled to nominate any one person who is above 21 years of age and who is acceptable to the General Committee. The nominee of the Corporate Member shall at all times be a Director or employee of the Corporate Member or the Corporate Member's holding company or subsidiary (as defined in the Companies Act, Cap 50). Upon payment of the registration fee, first monthly subscription and any deposit required, the nominee shall be entitled to enjoy the full privileges of a Transferable Golfing Member except the right to transfer his membership.

- 12.3 A Corporate Golfing Member shall be entitled from time to time by notice in writing to the General Committee to terminate any nomination and to make a fresh nomination of a substitute nominee. Upon acceptance by the General Committee and on payment of the requisite fee the substitute nominee shall thereupon enjoy the full privileges of a Transferable Golfing Member except the right to transfer his membership.
- 12.4 A Corporate Golfing Member may, with the approval of the General Committee, transfer its membership to any other Firm, Company or such other entities subject to the payment of the transfer fee.
- 12.5 A Corporate Golfing Member shall be liable for the payment of all fees and monies due on the account of its nominee with the Club.
- 12.6 When a vacancy occurs, a Corporate Golfing Member shall nominate a person to fill such vacancy within six (6) months of such occurrence. Within this period and so long as the membership is vacant, the Corporate Golfing Member is liable to pay all fees as applicable to an Absent Member. Any failure to make such nomination within the above-mentioned period shall render the Corporate Golfing Member liable for payment of all the fees and monies payable as if such nomination had been made and accepted within the prescribed period.
- 12.7 Where a Corporate Golfing membership is ancillary to the Member holding an unsecured note, such Member shall apply to transfer the membership and the unsecured note simultaneously to the same Firm, Company or Entity.

13. TERM GOLFING MEMBERS

- 13.1 Any person above the age of 21 is eligible to apply to become a Term Golfing Member.
- 13.2 Term Golfing Membership may be issued by the General Committee for a period of not less than one (1) year or more than five (5) years. The term fees and the conditions governing such Term Golfing Membership shall be decided by the General Committee and such terms and conditions shall be documented in the Club's Bye Laws. The General Committee may extend such membership for similar terms as above upon payment of the requisite term fees. Nothing in this Rule shall prevent the General Committee from creating different schemes catering to different groups of persons for Term Golfing Membership in the Club.
- 13.3 A Term Golfing Member wanting to prematurely terminate his membership shall give one-month written notice to the General Committee. The General Committee may at its discretion approve such refund on a proportionate basis, for the unconsumed period not exceeding 6 months.

13.4 A Term Golfing Member shall not be entitled to hold office but shall otherwise enjoy all the privileges of a Transferable Golfing Member except the right to transfer his membership.

13.5 The General Committee shall have the sole discretion to decide on the maximum number of Term Golfing Members.

14. VISITING GOLFING MEMBERS

14.1 Any person above the age of 21 years temporarily residing in Singapore may, subject to his being introduced by a Transferable Golfing Member, apply to be a Visiting Golfing Member for any period not exceeding three (3) months at a monthly subscription to be fixed.

14.2 A Visiting Golfing Member shall be entitled to enjoy the privileges of a Transferable Golfing Member except that:-

- (a) he shall not be entitled to play golf on Saturdays, Sundays or Public Holidays without the permission of the Captain
- (b) he shall not enter for any competitions (other than those competitions expressly declared to be open to Visiting Golfing Members) or interclub matches
- (c) he shall not be entitled to introduce guests to the Club
- (d) he shall not be entitled to hold office
- (e) he shall not be entitled to transfer his membership

14.3 The Member who introduces a Visiting Golfing Member shall jointly and severally be responsible for any debt or liability incurred by the Visiting Golfing Member.

15. LADY GOLFING MEMBERS

15.1 Any lady above the age of 21 is eligible to apply to become a Lady Golfing Member.

15.2 All Lady Golfing Members are entitled to the same privileges as a Transferable Golfing Member but shall not:-

- (a) be entitled to transfer their membership
- (b) be allowed to enrol their spouse as a Family Member

16. JUNIOR GOLFING/SOCIAL MEMBERS

- 16.1 Any child (unmarried and under the age of 21 and above the age of 12, or such other age as the General Committee may decide) belonging to the family of a Member may upon request by such Member to the General Manager be enrolled as a Junior Member subject to such conditions as the General Committee may from time to time fix. The enrolment of any such Junior Member may be cancelled at any time at the absolute discretion of the General Committee.
- 16.2 A Member who has requested the enrolment of his or her child as a Junior Member shall be responsible for all debts to the Club incurred by such Member.
- 16.3 Junior Golfing Members are allowed to use the golfing and social facilities, whereas Junior Social Members are restricted to only the use of social facilities.
- 16.4 The General Committee shall have the sole discretion to decide whether Junior Golfing Members may be allowed to be converted to Transferable Social or Transferable Golfing Members subject to such terms and conditions as may be imposed when they attain the age of 21 notwithstanding that they may have fulfilled all other requirements for such conversions.
- 16.5 If a Junior Member does not upon reaching 21 years apply to become a Transferable Golfing or Transferable Social Member or if he is not accepted for any of these memberships, he shall cease to be a Member.

17. TRANSFERABLE SOCIAL MEMBERS

- 17.1 Any person above the age of 21 is eligible to apply to become a Transferable Social Member.
- 17.2 A Transferable Social Member is entitled to use all the Club facilities except golf.
- 17.3 A Transferable Social Member shall have the right to transfer his membership to any person above the age of 21 years subject to the approval of the General Committee and to the payment of a transfer fee.

18. CORPORATE SOCIAL MEMBERS

- 18.1 Application for membership shall be open to any Firm, Company or such other entities as the General Committee deems fit.
- 18.2 A Corporate Social Member shall be entitled to nominate any one person who is above 21 years of age and who is acceptable to the General Committee. The nominee of the Corporate Member shall at all times be a Director or employee of the Corporate Member or the Corporate Member's holding company or subsidiary (as defined in the Companies Act, Cap 50). Upon payment of the registration fee, first monthly subscription and any deposit required, the nominee shall be entitled to enjoy the full privileges of a Transferable Social Member except the right to transfer his membership.
- 18.3 A Corporate Social Member shall be entitled from time to time by notice in writing to the General Committee to terminate any nomination and to make a fresh nomination of a substitute nominee. Upon acceptance by the General Committee and on payment of the requisite fee the substitute nominee shall thereupon enjoy the full privileges of a Transferable Social Member except the right to transfer his membership.
- 18.4 A Corporate Social Member may, with the approval of the General Committee, transfer its membership to any other Firm, Company or such other entities subject to the payment of the transfer fee.
- 18.5 A Corporate Social Member shall be liable for the payment of all fees and monies due on the account of its nominee with the Club.
- 18.6 When a vacancy occurs, a Corporate Social Member shall nominate a person to fill such vacancy within six (6) months of such occurrence. Within this period and so long as the membership is vacant, the Corporate Social Member is liable to pay all fees as applicable to an Absent Member. Any failure to make such nomination within the above-mentioned period shall render the Corporate Social Member liable for payment of all the fees and monies payable as if such nomination had been made and accepted within the prescribed period.

19. ORDINARY SOCIAL MEMBERS

- 19.1 Any person above the age of 21 is eligible to apply to become an Ordinary Social Member.
- 19.2 All Ordinary Social Members are entitled to use all the Club facilities except golf.
- 19.3 Ordinary Social membership is not transferable.

19.4 The General Committee shall have the discretion to decide on the maximum number of Ordinary Social Members.

20. LADY SOCIAL MEMBERS

20.1 Any lady above the age of 21 is eligible to apply to become a Lady Social Member.

20.2 All Lady Social Members are entitled to the same privileges as a Transferable Social Member except that they are not entitled to enrol their spouse as a Family Member or to transfer their membership.

21. TERM SOCIAL MEMBERS

21.1 Any person above the age of 21 is eligible to apply to become a Term Social Member.

21.2 Term Social Membership may be issued by the General Committee for a period of not less than one (1) year or more than five (5) years. The term fees and the conditions governing such Term Social Membership shall be decided by the General Committee and such terms and conditions shall be documented in the Club's Bye Laws. The General Committee may extend such membership for similar terms as above upon payment of the requisite term fees. Nothing in this Rule shall prevent the General Committee from creating different schemes catering to different groups of persons for Term Social Membership in the Club.

21.3 A Term Social Member wanting to prematurely terminate his membership shall give one-month written notice to the General Committee. The General Committee may at its discretion approve such refund on a proportionate basis, for the unconsumed period not exceeding 6 months.

21.4 A Term Social Member shall not be entitled to hold office but shall otherwise enjoy all the privileges of a Transferable Social Member except the right to transfer his membership.

21.5 The General Committee shall have the sole discretion to decide on the maximum number of Term Social Members.

21A JUNIOR TALENT ASSOCIATE MEMBERS

21A.1 This category of membership is only opened to junior golfers between eight (8) to sixteen (16) years old who are admitted to the Talented Junior Golfer Programme.

- 21A.2 All Junior Talent Associate Members do not have the rights to vote and hold office. The General Committee shall have the right to determine their privileges and such privileges shall be documented in the Agreement between the Club and the Junior Talent Associate Member's legal guardians.
- 21A.3 Junior Talent Associate Membership may be issued for a period of up to one (1) year, subject to renewal. The conditions governing such Junior Talent Associate Membership shall be decided by the General Committee and such terms shall be documented in the Club's Bye Laws. The General Committee may extend such membership on similar terms as above.
- 21A.4 The General Committee shall have the right to terminate a Junior Talent Associate Membership without giving prior notice should the Junior Talent Associate Member be found to have violated the Club's rules and Bye Laws.
- 21A.5 Any Junior Talent Associate Member whose membership is not renewed or who has been terminated under Rule 21A.4 may within 1 month of his notification, appeal to the General Committee. The decision of General Committee shall be final.
- 21A.6 The General Committee shall have the sole discretion to decide on the maximum number of Junior Talent Associate Members.

22. FAMILY MEMBERS

- 22.1 The spouse of a Member in any category except Lady Golfing, Lady Social and Junior Golfing/Social Members shall be eligible to apply to become a Family Member within the same membership class as the Member. A Family Member is not required to pay entrance fee.
- 22.2 Members who are Unmarried or Widowed or Divorced in any category, except for Lady Golfing and Lady Social Members, shall be eligible to apply to enrol one member from their family or extended family as a Family Member within the same membership class as the Member, subject to payment of subscription fee to be decided by the General Committee. This enrolment shall cease upon the Member's marriage.
- 22.3 For the purpose of determining whether any person shall be entitled to be considered a Spouse or Family Member, the General Committee's decision shall be final.
- 22.4 All Children below the age of 12 years of a Member in any category except Junior Golfing/Social Members shall be eligible to apply to become Child Members without the payment of entrance fees. A Child Member upon reaching the age of 12 may apply to be enrolled as Junior Golfing/Social Members within the same category of membership of the parents. If he does not apply to become a Junior Golfing/Social Membership or if he is not accepted for Junior Golfing/Social Member, he shall cease to be a Member.

- 22.5 A Member shall be responsible for any debt or liability incurred by his spouse, child or family member whom he has enrolled.
- 22.6 The General Committee shall have the right to exclude any spouse, child or family member of either a Member or nominee of a Corporate Member from the premises of the Club and from the use of the facilities of the Club indefinitely or for such period as the General Committee may determine without assigning any reason whatsoever. No spouse, child or family member shall have the right to be heard before the General Committee.
- 22.7 The conduct of such spouse, child or family member shall be the responsibility of the relevant Member or nominee and the General Committee shall be entitled to take action under Rule 32 against that Member or nominee as if such conduct were the personal conduct of that Member or nominee.

23. ABSENT MEMBERS

- 23.1 Any Member leaving Singapore for not less than six months, and gives notice of his intended departure to the General Manager shall be placed on the list of absentees provided that he has paid all the amounts due by him to the Club.
- 23.2 An Absent Member shall remain on the Absent Members' list so long as he keeps his account in credit. The subscription for Absent Members shall be determined by the General Committee from time to time. Such Member shall pay such subscription for the period of his absence but shall be liable for the full subscription for the month in which he leaves and the month in which he returns.
- 23.3 The spouse and children of an Absent Member shall not be entitled to use the facilities of the Club during the period of the Member's absence except in special circumstances approved by the General Committee and on such terms as the General Committee may decide.
- 23.4 Should an Absent Member during his period of absence be in arrears of his Absent Member's subscription for such period as the General Committee may decide from time to time, his membership shall automatically cease despite the appropriation of his deposit for payment for such subscriptions.
- 23.5 An Absent Member struck off the Membership List may at the absolute discretion of the General Committee be reinstated on payment of all arrears of subscription, deposit, interest and an administrative fee.

- 23.6 The General Committee may from time to time prescribe in the Bye-Laws rules in relation to Absent Members governing the documentary evidence required to support an application to be placed on or to continue to remain on the Absent Members' List, the items indicating his membership which the Absent Member must return to the Club during the period he is on the Absent Members' List as well as the rules governing an Absent Member's limited use of the Club's facilities including those of any reciprocal club.

24. ELECTION OF MEMBERS

- 24.1 Applicants for membership are required to complete and sign the prescribed form, together with necessary payments, which will be refunded if the application is unsuccessful. The form must be proposed and seconded by two existing Members of the Club.
- 24.2 All applications shall be posted on the Notice Board in the Club's premises for one week.
- 24.3 The General Committee shall consider all applications for membership, and shall decide which applicants are to be admitted as a Member of the Club. No reason shall be given for rejections.
- 24.4 Upon acceptance, the name of the applicant shall be entered in the "Register of Members".
- 24.5 The General Committee shall have the right to amend, waive compliance with or add to any of the conditions relating to the election of new members as it deems fit.

25. RESIGNATION OF MEMBERS

- 25.1 A Member may resign his membership of the Club by giving notice in writing to the General Manager. However he shall continue to be liable for any subscription, fees, charges or other debts due and unpaid at the date of his resignation.

26. EXPULSION, SUSPENSION AND CESSATION OF MEMBERSHIP

- 26.1 A Member whose name has been struck off from the Register of the Club, pursuant to Rules 26.2, 32.9 or 37.3 hereunder, may be reinstated by the General Committee at its discretion upon his furnishing a satisfactory explanation within two months from the date of deletion of membership to the General Committee and payment of all arrears including interest and an administration fee as decided by the General Committee.

- 26.2 Any Member who:
- (a) has resigned or died; or
 - (b) has been adjudicated bankrupt as from the date of such adjudication; or
 - (c) being a body corporate is placed in winding-up or under judicial management; or
 - (d) becomes an enemy alien of Singapore; or
 - (e) has defaulted and whose name has been deleted from the Register; or
 - (f) has his membership charged under any Order of Court; or
 - (g) has been expelled; or
 - (h) has been convicted of any offence involving violence or dishonesty or shall suffer imprisonment for any reason whatsoever; or
 - (i) leaves Singapore to escape criminal proceedings; or
 - (j) being an unincorporated association is dissolved or ceases to exist; or
 - (k) being a partnership is dissolved or any partner thereof is adjudged bankrupt or makes a composition with creditors; or
 - (l) being an overseas body corporate, unincorporated association or partnership, proceedings or actions analogous to those referred to in paragraphs (c), (j) or (k) of this Rule are taken in respect of such Member in any territory having jurisdiction over such Member; or
 - (m) sells or transfers the unsecured note held by him or it from which his or its membership is derived;

shall cease to be a Member.

- 26.3 A Member whose name has been struck off from the Register of the Club under 26.2(b) above may apply to rejoin upon his being discharged as a bankrupt, subject to approval by the General Committee.

- 26.4 Where a Member holding a transferable membership ceases to be a Member (except in the case of death), he shall transfer his membership within 3 months of his ceasing to be a Member. Failing which, the Club shall have the right to transfer his membership at the market price on his behalf. All expenses (including transfer fee) 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 shall be paid to the Member or where appropriate to the Official Assignee. The Club shall not be liable for any loss resulting from the transfer of the membership.

- 26.5 Upon the death of a Member holding a transferable membership, (subject to the issuance of a Certificate of Release of the Commissioner of Estate Duties [where applicable] or the Extract of the Grant of Probate/Letters of Administration, and the payment of transfer fee), his legal personal representative, shall transfer the membership within 12 months of the date of death unless an extension is granted by the General Committee, failing which the Club shall have the right to sell or transfer the membership at the market price. All expenses (including transfer fee) 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 shall be paid to the Commissioner of Estate Duties or the legal personal representative as the case may be. The Club shall not be liable for any loss resulting from the transfer of the membership.

- 26.6 Where a Member is deceased, upon request by the spouse and/or family of the deceased Member, the General Committee will extend the use of club facilities to such persons, subject to payment of subscription fee, and any other prevailing fees and charges. Such privileges will cease upon the extraction of the Grant of Probate or Letters of Administration.
- 26.7 Where the Club has the right to transfer a Member's membership on his behalf, the same shall not preclude the Club from consenting (on terms which the General Committee may from time to time stipulate) to nonetheless allow the Member to transfer his own membership instead.
- 26.8 The General Committee may at its discretion (and on such terms as the General Committee may decide) allow a Member whose membership has been suspended to nevertheless transfer his membership in the Club.

27. VISITORS & GUESTS

- 27.1 A Member may introduce any person as a guest to the Club. Such a guest may use the facilities and shall be governed by these Rules and the Bye-laws of the Club. Guests using the golf course, swimming pool or other facilities shall pay the applicable prescribed fees. The General Committee may decide days when such facilities are not opened to guests.
- 27.2 A Member introducing a guest shall be responsible for the conduct and any debt or liability to the Club incurred by such guest. It is the duty of the introducer to acquaint his guest to the Club's Constitution and Bye-laws.
- 27.3 The General Committee may withdraw the privileges of the use of the facilities of the Club from any guest who it declares unsuitable, without assigning any reason, and such a person may not be introduced as a guest by Members.
- 27.4 No person who has ceased to be a Member under Rules 23, 26 or 32 or from whom the privileges of the Club have been withdrawn under Rules 27.3 or 32 or who has been declared by the General Committee to be unsuitable may be introduced as a guest into the Club unless with the permission of the General Committee.
- 27.5 The General Committee may impose fees and conditions on persons who are not Members or guests for the use of the golf course, swimming pool and other facilities. However, the General Committee reserves the right to terminate the use of such facilities by such persons at any time.

27.6 A Visitor's Book shall be kept, in which shall be entered the names of all visitors and guests, together with the names and signatures of the Members nominating them and the dates of their visits. No person shall be a visitor or guest till his name has been entered in this book.

28. RESERVATION OF CLUB PREMISES

28.1 The General Committee may by notice reserve the whole or any part of the Club's buildings, premises or golf courses for any purpose for such period or periods it deems fit, and restrict entry thereto, including by Members.

28.2 The General Committee may at any time allow any part of the Club's buildings for private functions subject to such conditions as the General Committee may determine.

29. GENERAL COMMITTEE

29.1 The Club shall be managed by a General Committee consisting of the following:

- (a) A President
- (b) A Vice-President
- (c) A Captain
- (d) An Honorary Treasurer
- (e) Five General Committee members

Provided that up to three additional co-opted members may be appointed pursuant to Rule 29.3(b).

29.2 All members of the General Committee shall be Members.

29.3 (a) General Committee members shall be elected biennially by the Members at alternate Annual General Meetings in accordance with Rule 33. The President and Captain and six (6) General Committee members shall be elected from among Transferable Golfing, Ordinary Golfing, Transferable Golfing (Foreign), Lady Golfing and nominees of Corporate Golfing Members. The other General Committee member shall be elected from among Transferable Social, nominees of Corporate Social, Ordinary Social and Lady Social Members only. The Vice-President and Honorary Treasurer posts shall be filled in accordance with Rule 33.2.

(b) After consultation with the General Committee, the President shall have the power to co-opt not more than three (3) further General Committee members to serve until the biennial AGM referred to in Rule 33.1. General Committee members co-opted pursuant to this Rule 29.3(b) shall be vested with all powers, duties and rights of any

elected General Committee member save that they shall not carry any vote on the General Committee.

- (c) 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.

Provided that a General Committee member's term may be extended in the circumstances as provided in Rule 33.5.

- 29.4 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) consecutive terms.

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.

- 29.5 (a) In the event that the President's position shall fall vacant and if from such date until the first day of March of the year the President's term would have otherwise expired there is a period of at least nine months, a General Meeting to hold an election shall be held to fill the vacancy and until the vacancy is filled, the Vice-President shall become the Acting President. Provided that where an election is held to fill the Presidential vacancy then at that time any position on the General Committee which has or have been filled by co-opting under Rule 29.5(d), 29.6 or 33.5 (but not any position co-opted in addition to the elected General Committee positions under Rule 29.1 and 29.3(b)) shall also be deemed vacated and subject to elections to fill such positions.

The Member elected to fill the vacant post of President shall serve from the date of his election up till the next immediate biennial Annual General Meeting and such period of service shall be considered a term for the purposes of Rule 29.4.

Where the President's position shall fall vacant and if from such date until the first day of March of the year the President's term would have otherwise expired there is a period of less than nine months, the General Committee shall appoint the Vice-President as President to serve for the remaining term until the next immediate biennial AGM.

- (b) In the event that the Captain's position shall fall vacant and if from such date until the first day of March of the year the Captain's term would have otherwise expired there is a period of at least nine months, a General Meeting to hold an election shall be held to fill the vacancy and until the vacancy is filled, the General Committee shall appoint, from amongst its elected Golfing members, an Acting Captain.

Provided that where an election is held to fill the Captain's vacancy then at that time any position on the General Committee which has or have been filled by co-opting Rule 29.5(d), 29.6 or 33.5 (but not any position co-opted in addition to the elected General Committee positions under Rule 29.1 and 29.3(b)) shall also be deemed vacated and subject to elections to fill such positions.

The Member elected to fill the vacant post of Captain shall serve from the date of his election up till the next immediate biennial Annual General Meeting and such period of service shall be considered a term for the purposes of Rule 29.4.

Where the Captain's position shall fall vacant and if from such date until the first day of March of the year the Captain's term would have otherwise expired there is a period of less than nine months, the General Committee shall appoint, from amongst its elected Golfing members, a Captain to serve for the remaining term until the next immediate biennial AGM.

- (c) In the event that the Vice-President's or Honorary Treasurer's position shall fall vacant, the General Committee shall subject to Rule 29.5(e) appoint, from amongst its elected Golfing members, a person who shall fill the vacant position to serve for the remaining term until the next immediate biennial AGM.
- (d) In the event that an elected General Committee position falls vacant (not being that of the President, Captain, Vice-President or Honorary Treasurer) at a particular point of time, the General Committee may subject to Rule 29.5(e) co-opt a successor under Rule 29.3(b) to serve until the next immediate biennial AGM.
- (e) In the event that two or more elected General Committee positions (whether including the President, Captain, Vice-President or Honorary Treasurer or any one or more of them or otherwise) shall fall vacant at any one point of time, and if from such date until the first day of March of the year their terms would have otherwise expired there is a period of at least nine months, a General Meeting to hold an election shall be held to fill the vacant positions and at that time any position then on the General Committee which has or have been filled by co-opting under Rule 29.5(d), 29.6 or 33.5 (but not any position co-opted in addition to the elected General Committee positions under Rule 29.1 and 29.3(b)) shall also be deemed vacated and subject to elections to fill such positions.

The Members elected to fill the vacant positions shall serve from the date of their election up till the next immediate biennial Annual General Meeting and such period of service shall be considered a term for the purposes of Rule 29.4.

Where two or more elected General Committee positions (whether including the President, Captain, Vice-President or Honorary Treasurer or any one or more of them or otherwise) shall fall vacant at any one point of time, and if from such date until the first day of March of the year their terms would have otherwise expired there is a period of less than nine months, then pursuant to the relevant parts of the provisions of Rules 29.5(a) to 29.5(d), the General Committee shall appoint, from amongst its elected members, or co-opt under Rule 29.3(b), persons to fill the vacant positions, to serve for the remaining term until the next immediate biennial AGM.

- (f) Notwithstanding anything to the contrary in these Rules, if at any one point of time there are less than 5 elected General Committee members (regardless of the specific positions they may hold), and if from such date until the first day of March of the year their terms would have otherwise expired there is a period of at least nine months, a General Meeting to hold an election shall be held to fill the vacant positions and at that time any position then on the General Committee which has or have been filled by co-opting under Rule 29.5(d), 29.6 or 33.5 (but not any position co-opted in addition to the elected General Committee positions under Rule 29.1 and 29.3(b)) shall also be deemed vacated and subject to elections to fill such positions.

29.6 Any member of the General Committee absenting himself from three meetings consecutively without satisfactory explanation shall be deemed to have vacated his office from the General Committee and a successor may be co-opted by the General Committee under Rule 29.3(b) to serve until the biennial AGM referred to in Rule 33.1. Provided that where there are two or more elected General Committee positions falling vacant under the provisions of this Rule 29.6 at any one point of time, the provisions of Rule 29.5(e) shall apply and a General Meeting to hold an election shall be held to fill the vacancies.

29.7 Any changes in the General Committee shall be notified to the Registrar of Societies within two weeks of the change.

29.8 (a) At all General Committee Meetings, the President of the Club shall take the chair or, in his absence, the Vice-President. Should both the President and Vice-President be absent, the members present shall elect from amongst themselves a chairman for that Meeting. All questions arising at any meeting of the General Committee shall be decided by a majority of the votes of the Members present and voting and a determination or decision by such majority as regards any matter shall for all purposes be deemed to be the decision of the General Committee as regards that matter and in the case of an equality of votes the chairman of the meeting shall have a second or casting vote. Notwithstanding the absence of any meeting, a resolution in writing circulated to all General Committee members approved and signed by more than half of the total number of the members of the

General Committee shall constitute the decision or determination of the General Committee and for the purpose of this provision, a resolution may comprise one or more documents each signed by any one or more members of the General Committee.

- (b) The quorum for all General Committee meetings shall be any number constituting more than half of the total number of elected General Committee members. The quorum for all Sub-Committee meetings shall be any number constituting more than half of the total number of members of that Committee.

29.9 The duty of the General Committee is to provide vision, formulate policies and plans, and ensure proper and efficient management of the Club. The General Committee shall always remain subordinate to the General Meeting and shall not act contrary to the expressed wishes of the General Meeting.

29.10 The General Committee shall meet as and when necessary but in any case not less than once a month after giving seven days' notice to General Committee members. The President may call a General Committee meeting at any time by giving five days' notice.

30. POWERS OF THE GENERAL COMMITTEE

30.1 The General Committee shall subject to Rule 4.3 have the power to -

- (a) make, alter, add to or repeal Bye-laws regulating the affairs of the Club on any matters not provided for in these Rules. Such Bye-laws so made, added to, altered or repealed shall come into operation at such time as is fixed by the General Committee. The Bye-laws shall be consistent with this Constitution.

- (b) decide all questions relating to the management of the Club and all questions arising out of or not covered by any Rule or Bye-law and such decision shall be final unless it is reversed at a General Meeting of Members.

30.2 Subject to Rule 4.3, the General Committee, in addition to the powers hereinafter specially conferred upon them, shall have the responsibility for the overall policy and proper running (or operations) of the Club, the control of the finances of the Club, power to engage, control and dismiss the Club employees, and all such administrative powers as may be necessary for properly carrying out the objects of the Club in accordance with these Rules and shall apply a Code of Governance which requires all General Committee and sub-committee members to disclose their interest.

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

- 30.4 In matters of ambiguity concerning the Constitution and the Bye-laws, the ruling of the General Committee shall prevail, unless it is reversed at a General Meeting of Members.
- 30.5 Subject to Rule 4.3, the General Committee shall appoint such person as the General Manager who shall manage the Club's day-to-day administration and on such terms as the General Committee shall decide.
- 30.6 The General Committee may appoint the General Manager or any other person to be the Secretary of the Club.
- 30.7 Subject to Rule 36.4, the General Committee shall have the power to acquire any property anywhere for any purpose connected with the objects of the Club including leasing out or selling on any terms, part or parts of any such property for any purpose which shall be beneficial to the Club and its Members.

31. DUTIES OF OFFICE BEARERS

- 31.1 The President shall provide the leadership role to the General Committee and chair all General meetings and General Committee meetings. He shall also represent the Club in its dealings with outside parties.
- 31.2 The Vice-President shall assist the President and deputise for him in his absence. He shall also assume such other functions as assigned by the General Committee.
- 31.3 The Captain is the chairman of the Golfing (Green) Committee and is responsible for all golfing activities of the Club.
- 31.4 The Honorary Treasurer shall direct the keeping of funds and the collection and disbursement of all moneys on behalf of the Club, the maintenance of accounts and the preparation and submission of the Annual Statement of Accounts for auditing, and he shall be responsible for their correctness.
- 31.5 General Committee members shall perform such duties assigned by the General Committee from time to time.
- 31.6 The Secretary shall keep all records, except financial, of the Club and shall be responsible for their correctness. He shall keep minutes of all General and Committee meetings. He shall maintain an up-to-date Register of Members at all times.

32. SUB-COMMITTEES

- 32.1 The General Committee shall have the power to appoint sub-committees consisting of members of the General Committee or other Members of the Club as it may deem necessary or expedient for the object of furthering any particular activity of the Members. The General Committee may depute and/or refer to such committee such powers and duties of the General Committee (except those relating to the expulsion of Members) as it may deem fit. Each such sub-committee shall keep minutes of its proceedings which it shall produce to the General Committee and shall conduct its business in accordance with the directions of the General Committee.
- 32.2 Any such sub-committee may from time to time recommend repealing and amending such Bye-laws and regulations not consistent with the Constitution, as it may deem necessary for the attainment of its respective objects for the approval of the General Committee.
- 32.3 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 General Committee may from time to time specifically authorise.
- 32.4 The General Committee shall have the power to appoint a Disciplinary Committee for such period and on such terms as the General Committee may deem fit to conduct inquiries against Members who act in any way prejudicial to the interest of the Club or its Members or who breach any Rule or Bye-law of the Club.
- 32.5 The Disciplinary Committee shall consist of:
- (a) the chairman who shall have the power to appoint an alternate chairman from members of the Disciplinary Committee to chair a meeting; and
 - (b) other members appointed by the General Committee.
- 32.6 Where an allegation or a complaint is made against a Member that he had acted in any way prejudicial to the interest of the Club or its Members or had breached any Rule or Bye-law of the Club, the Disciplinary Committee shall consider whether that Member should be called upon to answer the allegation or complaint made against him. If the Disciplinary Committee considers that he should be called upon to answer the allegation or complaint made against him, that Member (hereinafter referred to as "the Respondent") shall be entitled to an opportunity to be heard in person, in accordance with the following provisions:

- (a) the General Manager shall post or deliver to the Respondent at his address as set out in the Register of Members, the following documents:
 - (i) a copy of the written allegation or complaint made against the Respondent; if in the view of the Disciplinary Committee such allegation or complaint contains abusive or offensive materials, the General Manager may censor such abusive or offensive materials; and
 - (ii) a written notice requiring the Respondent to give within fourteen (14) days to the Disciplinary Committee any written explanation he may wish to offer in reply to the allegation or complaint, and also requiring the Respondent to attend in person, and not through his solicitors or representatives an Inquiry before the Disciplinary Committee which Inquiry shall be held within one month after the said period of fourteen (14) days.
- (b) at all times during the conduct of an Inquiry by the Disciplinary Committee, the General Manager shall also:
 - (i) ensure that the proceedings of the Inquiry are kept private and confidential and that the proceedings are minuted only by the officials of the Club and that they are not tape recorded by electronic or other means by the Complainant or the Respondent or any other persons; and
 - (ii) at the direction of the Disciplinary Committee, require any other Member, staff or employee of the Club, to appear before the Disciplinary Committee on such date and time to give such explanation on any matter as the Disciplinary Committee may consider necessary.
- (c) the Disciplinary Committee is empowered to and may at any time:
 - (i) require the Complainant or the Respondent or any other Member, staff or employee of the Club to produce any document or evidence as the Disciplinary Committee may deem necessary;
 - (ii) require the statements of the Complainant or the Respondent or of any other Member, staff or employee of the Club to be made on oath or by affirmation or by statutory declaration;
 - (iii) adjourn the conduct of any Inquiry from time to time;
 - (iv) proceed with the Inquiry in the absence of the Respondent if he does not attend the Inquiry on any two or more specified occasions, provided that the Disciplinary Committee is satisfied that written notices requiring the Respondent to attend the Inquiry on

the dates and times specified were duly sent to his address as set out in the Register of Members;

(v) dismiss the allegation or complaint if the Complainant does not comply with any directions of the Disciplinary Committee, including, but not limited to his failure to make or provide any statutory declaration or failure to attend the Inquiry on any two or more specified occasions provided that the Disciplinary Committee is satisfied that written notices requiring the Complainant to attend the Inquiry on the dates and times specified were duly sent to his address as set out in the Register of Members.

(d) for the avoidance of doubt, no solicitor or professional representative shall be entitled as of right to represent the Complainant or the Respondent at any Inquiry before the Disciplinary Committee or the General Committee.

32.7 After hearing and investigating the allegation or complaint and the explanation, if any, given by the Member and/or any other person, the Disciplinary Committee may:

(a) dismiss the allegation or complaint, or

(b) impose:

(i) a reprimand; or

(ii) a fine not exceeding S1,000.00; and/or

(iii) a suspension from the use of all or any specified facilities and privileges for a period of not exceeding six (6) months; or

(c) recommend that the General Committee impose punishment on the Respondent within its powers.

32.8 The decision of the Disciplinary Committee shall be deemed to be the decision of the General Committee and shall be final. No appeal shall lie from it to the General Committee or any other body.

32.9 Where the Disciplinary Committee makes a recommendation under Rule 32.7(c), the General Manager shall in writing invite the Respondent to attend in person, and not through his solicitors or representatives, a meeting of the General Committee, at which meeting the Respondent shall have the opportunity to be heard. If the Respondent does not attend on the date and time specified, the General Committee may proceed to consider the matter in his absence provided that the General Committee is satisfied that written notice requiring the Respondent to attend the General Committee meeting for such purpose was duly sent to his address as set out in the Register of

Members. The General Committee shall have the power to and may expel any Member, or suspend him of all rights and privileges not exceeding 1 year, and/or impose a fine on him not exceeding S\$3,000.00. The decision of the General Committee is final and no appeal shall lie from it to any other body.

32.10 During the period or duration when any Member is suspended under Rule 32.7 or 32.9 as aforesaid:

- (a) Rule 8.2 shall continue to apply to him but he and all family members enrolled by him under Rule 22 shall not be entitled to exercise or enjoy the rights and privileges pertaining to his class of membership, including the privilege to use facilities with other clubs on reciprocal basis; and further he shall not without the written consent of the General Manager, enter any part of the Club or its premises;
- (b) where any doubt or issue is raised by any Member, staff or employee of the Club as to whether any right or privilege may be exercisable by the Member under suspension and/or by his family members enrolled by him under Rule 22, the onus shall be on such Member under suspension to obtain the prior written approval of the General Committee before proceeding to claim or exercise any disputed right or privilege.

33 GENERAL MEETINGS

33.1 The Annual General Meeting of the Club shall be held each year in the month of March at such time and place as the General Committee may determine for the following purposes:

- (a) To receive the Annual Report and the Accounts for the preceding financial year;
- (b) To elect the President, Captain and seven (7) members of the General Committee biennially;
- (c) To appoint Auditors for the ensuing year; and
- (d) To transact any other business of which seven (7) clear days' notice has been given in writing to the Secretary.

33.2 The position of President and Captain shall be the subject of separate ballots. The other seven General Committee positions shall be voted on individually by ballot without specification of any posts and the Vice-President and Honorary Treasurer shall be appointed by the General Committee from members elected to these seven positions save that the Vice-President and Honorary Treasurer posts shall not be filled by a member from the following

membership categories: Transferable Social, Corporate Social, Ordinary Social and Lady Social.

- 33.3 A member may stand for election as President, Captain or General Committee member or any combination of these, provided that if he is elected as the President or Captain he shall thereupon be deemed to have withdrawn his candidacy for the other positions.
- 33.4 Nomination for election of any person to any position in the General Committee at an Annual General Meeting shall be in writing and shall be delivered to the Secretary at least seven (7) clear days before the Annual General Meeting. Any nomination delivered after 6:00 p.m. on any date shall be deemed to have been delivered on the date immediately following that date. The General Committee may from time to time prescribe rules governing the elections in the Bye-Laws including but not limited to rules governing Election Campaigns, Conduct of Voting and Counting of Votes.
- 33.5 (i) At the closing of nomination, in the event that there is insufficient nominees to fill the number of vacancies, all nominees will be elected unopposed. The General Committee is empowered to co-opt members under 29.3(b) to fill any vacant positions.
- The term of such co-opted member shall expire with the elected nominees but shall not be considered as a term for the purposes of Rule 29.4.
- (ii) Notwithstanding anything to the contrary in these Rules and save as excepted in Rule 33.5 (iii) below where at the close of the biennial AGM when elections were held, less than 5 positions have been filled by elected members, the election shall nonetheless be declared as null and void and the General Committee in power at the time immediately prior to that biennial AGM shall within 3 months of the date originally scheduled for the biennial AGM call for another election to be held at a General Meeting (Second Elections) and continue in office by way of an extension of their term until the new General Committee is elected in.
- (iii) If at the Second Elections, less than 5 positions have been filled by elected members, these elected members shall nonetheless form the General Committee with powers to co-opt under Rule 29.3(b).
- 33.6 Election will be either by show of hands or, subject to the agreement of the majority of the Voting Members present, by secret ballot. In the event of a tie, the chairman of the meeting shall have a casting vote.
- 33.7 The General Committee shall call an Extraordinary General Meeting when any question of importance arises and shall be bound to do so on receipt of a requisition signed by not less than one hundred (100) Voting Members [of which at least 50% shall be Transferable Golfing, Ordinary Golfing, Transferable Golfing (Foreign), or nominees of Corporate Golfing Members],

who shall state thereon the purpose for which they desire the meeting to be called. The Extraordinary General Meeting shall be convened within three months from receiving this request to convene the Extraordinary General Meeting.

- 33.8 If the General Committee does not within three months after the date of the receipt of the written request proceed to convene an Extraordinary General Meeting, the Members who requested for the Extraordinary General Meeting shall convene the Extraordinary General Meeting by giving ten days' notice to Voting Members setting forth the business to be transacted and simultaneously posting the agenda on the Club's Notice Board.
- 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.
- 33.10 Any Member who wishes to place an item on the agenda of a 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 a General Meeting has been sent out shall be placed on the Club's Notice Board instead of being dispatched to the Members by post.
- 33.11 (a) Transferable Golfing, Ordinary Golfing, Transferable Golfing (Foreign), nominees of Corporate Golfing, Lady Golfing, Transferable Social, nominees of Corporate Social, Ordinary Social and Lady Social Members shall, subject to Rules 29.3(a) and 33.11(b), have the right to vote as well as stand for election to the General Committee.
- (b) For the purposes of counting votes at General Meetings, one vote of a Transferable Golfing, Ordinary Golfing, Transferable Golfing (Foreign), or nominee of Corporate Golfing Member shall be equivalent to seven votes from a Lady Golfing, Transferable Social, nominee of Corporate Social, Ordinary Social or Lady Social Member.
- (c) A Member whose membership is currently under suspension under Rules 23, 26, 32 or 37 or whose obligation to pay subscription or other fees have been exempted for whatsoever reason shall not have the right to vote at any General Meeting or stand for election to the General Committee in respect of such exempted membership. However, nominees of Corporate Memberships purchased by JTC who are exempted from paying subscription or other fees, pursuant to the terms of conversion of the Club to a Members' Club, shall be excluded from this Rule.
- 33.12 (a) In any General Meeting convened by the Club, one hundred (100) Voting Members, of which at least 50% shall be Transferable Golfing, Ordinary Golfing, Transferable Golfing (Foreign) or nominees of

Corporate Golfing Members, shall form a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the Members present, provided at least 50% shall be Transferable Golfing, Ordinary Golfing, Transferable Golfing (Foreign), or nominees of Corporate Golfing Members, shall be a quorum but they shall have no powers to alter, amend or make additions/deletions to the Constitution. If a quorum is present at the commencement of any General Meeting and such quorum shall later cease to be present then the remaining Members present shall be a quorum, but they shall have no powers to alter, amend or make additions/deletions to the Constitution.

- (b) Where an Extraordinary General Meeting is called by Members of the Club in accordance with Rule 33.7, one hundred (100) Voting Members, of which at least 50% shall be Transferable Golfing, Ordinary Golfing, Transferable Golfing (Foreign), or nominees of Corporate Golfing Members, shall form a quorum and provided that if within half an hour from the time appointed for the meeting, a quorum is not present, the meeting shall be dissolved.

33.13 At all Annual General Meetings and Extraordinary General Meetings, the President of the Club shall take the chair or, in his absence, the Vice-President. Should both the President and Vice-President be absent, the Meeting shall elect a chairman. All questions arising at any Annual General Meeting or Extraordinary General Meeting shall subject to Rule 33.11(b) be decided by a majority of the votes of the Members present and a determination or decision by such majority as regards any matter shall for all purposes be deemed to be the determination or decision of the Meeting. The chairman of the meeting shall have a second or casting vote in the case of a tie.

34. AUDIT

34.1 The General Manager/Secretary shall keep the accounts of the Club and shall make up the annual Statement of Accounts and Balance Sheet of the Club to 31st December in each year which shall, after audit, be placed before the General Committee for approval. The approved Statement of Accounts and Balance Sheet shall be printed and circulated amongst the Members with the notice of the Annual General Meeting.

34.2 The accounts of the Club shall be audited annually by an approved firm of Accountants to be appointed at the Annual General Meeting in accordance with Rule 33.1(c). No partners or employees of this firm shall be eligible to sit on the General Committee or the Finance & Establishment Committee.

- 34.3 The appointed Accountants:
- (i) will be required to audit each year's accounts and present a report upon them to the Annual General Meeting.
 - (ii) may be required by the President to audit the Club's accounts for any period within their tenure of office at any date and make a report to the General Committee.
- 34.4 The Financial Year shall be from 1st January to 31st December.

35. POWERS TO BORROW

- 35.1 The General Committee, with the approval of the Chairman and a General Meeting of Members, may from time to time raise or borrow for the purposes of the Club such sums of money as it thinks proper, and may raise or secure the payment of such monies in such manner and upon such terms and conditions in all respects as it thinks fit and for this purpose the Honorary Treasurer shall be empowered to execute all documents relating to such loans.
- 35.2 The specific permission of the Chairman shall be obtained before any document relating to such loan is executed.

36. EXPENDITURE

- 36.1 The General Committee, with the approval of the Chairman shall establish a set of financial regulations governing expenditure incurred by the Club.
- 36.2 The General Committee will have the right, with the approval of the Chairman, to amend such regulations from time to time.
- 36.3 Subject to Rule 36.4, the General Committee shall have power to incur all necessary expenditure for any additional or new facilities, upkeep and maintenance of the Club and recreational activities of the Club subject to such monetary limit in respect of each item of expenditure as may be determined by the Chairman.
- 36.4 Unless approved by a General Meeting of Members, the General Committee shall have no power to commit or incur, within a financial year, any expenditure of a capital nature beyond the limit of S\$500,000.

37. MEMBERS' ACCOUNT

- 37.1 The account of each Member of the Club shall be kept as directed by the General Committee.
- 37.2 Each Member shall deposit with the Club such sum determined from time to time by the General Committee as security for the payment of all monies due under his account with the Club. Each Member shall keep his account in credit and for the purpose of construing whether the Member's account is in credit, any deposit made by the Member and held by the Club as such security shall not be taken into reckoning.
- 37.3 Should any Member's account not be in credit, after due notification has been given to him, his name may be posted on the Club's Notice Board as a Defaulter and thereupon he shall not be entitled to any privileges and rights in respect of his membership until he places his account in credit. If he fails to do so within 30 days of having been posted as a Defaulter, he shall cease to be a Member of the Club but without prejudice to the right of the Club to recover all monies due from him up to the time of cessation of his membership.
- 37.4 The Club may levy late payment charges on any sum due at such rates and amounts as the General Committee may from time to time decide.
- 37.5 All charges of the Club incurred by the spouse, child or family member of any Member under Rules 16 & 22 shall be charged to the account of that Member.

38. CLUB PROPERTY

- 38.1 No person shall take away, or permit to be taken away from the Club premises under any pretence whatever or shall damage or destroy any property of the Club. If a Member offends against this Rule he shall, and if a guest offends against this Rule the Member who introduced him shall, pay the costs of replacement and/or repairs and be subject to such disciplinary action as the General Committee may deem fit.

39. NOTICES

- 39.1 Without the prior written consent of the General Manager, no paper, notice or placard, written or printed shall be put up or distributed in the Clubhouse or elsewhere within the Club premises.
- 39.2 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.

40. CHANGE OF ADDRESS

- 40.1 Every Member shall communicate in writing any change of his address or addresses and other details as listed in the application form to the General Manager. Such address or addresses shall be inserted in the Register of Members.

41. PROHIBITIONS

- 41.1 Gambling of any kind, excluding the promotion or conduct of a private lottery which is permitted under the Private Lotteries Act Cap 250 is forbidden in 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.
- 41.2 The funds of the Club shall not be used to pay the fines of Members who have been convicted in a Court of Law.
- 41.3 No Member shall borrow in the name of, or pledge the credit of the Club.
- 41.4 The Club shall not engage in any trade union activity as defined in any written law relating to trade union for the time being in force in Singapore.
- 41.5 The Club shall not attempt to restrict or interfere with trade or make directly or indirectly any recommendation to, any arrangements 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 affect consumer interests.
- 41.6 The Club shall not indulge in any political activity or allow its funds and/or premises to be used for political reasons.
- 41.7 No Member shall reprimand a Club official or employee. If a Member has any cause of complaint against a Club official or employee, he shall bring the same to the General Committee in writing.
- 41.8 No Member shall give the address of the Club premises in any advertisement, or use its address for business or other purposes.
- 41.9 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.
- 41.10 The Club shall not raise funds from the public for whatever purposes without the prior approval in writing of the Head, Licensing Division, Singapore Police Force and other relevant authorities.

42. AMENDMENT TO CONSTITUTION

- 42.1 The General Committee may from time to time with the consent of two-thirds of the Voting Members present at the General Meeting, and written approval of the Chairman, revoke, amend, alter or add to any of these Rules with the exception of Rules 4. Such amendments will only come into effect when they have been approved by the Registrar of Societies.
- 42.2 Members who wish to submit proposals for amendment to the Constitution or propose or move resolutions at General Meetings to amend the Constitution, shall do so in writing to the General Committee but all such proposals shall be supported and signed by no less than thirty (30) Members of the Club.

43. TRUSTEE

- 43.1 All immovable property and investments of the Club shall be held in trust for the Club by a trust company (hereinafter referred to as "the Trustee") registered under the Trust Companies Act (Chapter 336). The Trustee shall act in a nominee capacity and shall in no way be responsible for the management of such property and shall be indemnified by the Club for any liability which may result from holding property as Trustee of the Club.
- 43.2 The General Committee may from time to time appoint such trust company registered in Singapore to be the Trustee of the Club with the consent of the General Meeting.
- 43.3 The Trustee shall be entitled to act in any dealings with the property of the Club in accordance with the wishes of the General Committee as evidenced by the true copies of resolutions passed at meetings of the General Committee, such true copies to be certified as correct by the President or the Vice-President and by the Secretary of the Club for the time being.
- 43.4 The General Committee may pay to the Trustee of the Club as remuneration such sum as it shall from time to time determine.
- 43.5 The address of each immovable property, name of the trust company and any subsequent change must be notified to the Registrar of Societies.

44. DISSOLUTION

- 44.1 Notwithstanding any other provisions in these Rules, the Club may be dissolved only by a resolution of a General Meeting of the Club and with the consent of three-fifths of the Members for the time being resident in Singapore, of which at least 50% of them shall be Transferable Golfing, Ordinary Golfing, Transferable Golfing (Foreign) or nominees of Corporate

Golfing Members expressed either in person or by proxy at a General Meeting convened for the purpose. At least twenty-one (21) days' notice shall be given of the General Meeting. At least one quarter of the total membership of the Club present at the General Meeting, of which at least 50% shall be Transferable Golfing, Ordinary Golfing, Transferable Golfing (Foreign) or nominees of Corporate Golfing Members, shall form a quorum. In the event of there being no quorum, the meeting shall be adjourned for half an hour and should the number then present be insufficient to form a quorum, those present shall be considered a quorum.

- 44.2 In the event of the Club being dissolved as provided above, all debts and liabilities legally incurred on behalf of the Club shall be fully discharged. All immovable properties, other than land not acquired from JTC Corporation, shall be surrendered to the JTC Corporation. All other assets shall be distributed among approved charitable organisations in Singapore as the General Committee may decide.
- 44.3 A Certificate of Dissolution shall be given within seven (7) days of the dissolution to the Registrar of Societies.

45. INTERPRETATION

- 45.1 In the event of any question or matter pertaining to day-to-day administration, which is not expressly provided for in this Constitution, the General Committee shall have power to use their own discretion. The decision of the General Committee shall be final unless it is reversed at a General Meeting of Members.

46. DISPUTES

- 46.1 All disputes, controversies, differences or claims arising out of or in connection with these Rules, Bye-laws and all other matters of the Club shall first be submitted to the Singapore Mediation Centre for resolution by mediation in accordance with the Mediation Procedure for the time being in force. The parties shall agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.

**AMENDMENT TO CONSTITUTION
28 NOVEMBER 2016**

ADDENDUM TO THE CONSTITUTION OF JURONG COUNTRY CLUB

Introduction

1. On 11 May 2015 the Land Lots 8830N and 8834M Mukim 5 held and occupied by the Club under (a) a State Lease expiring 31 May 2035; and (b) a sub-lease granted to British and Malayan Trustees as trustee of the Club, were acquired pursuant to section 5 of the Land Acquisition Act (Cap. 152).
2. The acquisition of the Club's land has caused the Club to be unable to provide premier Golf and Country Club facilities to its Members, and consequently the Members have claims against the Club (the "**Claims**").
3. In full and final settlement of the Claims, the Club has proposed, and its Members meeting in General Meeting have accepted, a scheme for the full and final settlement of the Claims, which scheme is implemented by way of this Addendum to the Constitution (the "**Scheme**").

The Scheme

4. All terms not defined herein are as defined in the Club Constitution. All Rules of the Club Constitution shall continue to apply save that in the event of any inconsistency between this Addendum to the Constitution and the Club Constitution, this Addendum to the Constitution shall prevail.
5. This Scheme is binding on all Members upon the date of approval of this Addendum to the Constitution by the Registrar of Societies and receipt of any other approvals as may be necessary (the "**Effective Date**").
6. From the Effective Date, all Claims shall be deemed fully and finally satisfied and discharged, but each Scheme Member shall be entitled to payments under the Scheme as set out hereinafter.

Participating Members

7. Subject to paragraph 8 below, the following persons will be entitled to be party to and participate in the Scheme, being persons holding memberships in the following categories of memberships as at the Effective Date, and whose memberships were existing as at 11 May 2015 (whether held by the same person or a predecessor in title):

- a. Transferable Golfing Members
- b. Ordinary Golfing Members
- c. Transferable Golfing Members (foreign)
- d. Corporate Golfing Members (double nominee)
- e. Corporate Golfing Members (single nominee)
- f. Lady Golfing Members
- g. Transferable Social Members
- h. Ordinary Social Members
- i. Lady Social Members
- j. Corporate Social Members (double nominee)
- k. Corporate Social Members (single nominee)

(Collectively, "**Scheme Members**")

From the Effective Date, membership in the categories above shall be closed and no further transfers shall be permitted, and no further person shall be deemed a Scheme Member for any reason whatsoever.

8. Where, in the period between 11 May 2015 and the Effective Date, a person has ceased to be a Member only by reason of his death, or bankruptcy, or winding up (or other analogous process), and such person would have been a Scheme Member but for his death, or bankruptcy, or winding up (or other analogous process), then his estate, or estate in bankruptcy, or estate in liquidation (as the case may be) shall be deemed a Scheme Member for all purposes of the Scheme.

Entitlement to Payment

9. Each Scheme Member shall be entitled to be awarded units ("**Scheme Units**") in accordance with the category or categories of memberships held by him from which his status as a Scheme Member is derived, as follows:
 - a. Transferable Golfing Members: 14.969 Scheme Units
 - b. Ordinary Golfing Members: 12.013 Scheme Units
 - c. Transferable Golfing Members (foreign): 19.435 Scheme Units
 - d. Corporate Golfing Members (double nominee): 22.566 Scheme Units
 - e. Corporate Golfing Members (single nominee): 14.216 Scheme Units
 - f. Lady Golfing Members: 9.371 Scheme Units
 - g. Transferable Social Members: 1.498 Scheme Units
 - h. Ordinary Social Members: 1.310 Scheme Units
 - i. Lady Social Members: 1.234 Scheme Units
 - j. Corporate Social Members (double nominee): 1.946 Scheme Units
 - k. Corporate Social Members (single nominee): 1.442 Scheme Units

10. A person claiming to be entitled to be a Scheme Member and to Scheme Units according to paragraph 9 above shall have his claim determined by a process of adjudication (the "**Adjudication**"). The procedures relating thereto shall be determined by the General Committee in accordance with the principles set out below:

- a. A form will be sent to each person believed by the General Committee to be a Scheme Member or who claims to be a Scheme Member, stating the General Committee's provisional view on whether he is a Scheme Member and, if so, his entitlement to Scheme Units.
- b. In the event that the person does not agree with the provisional view of the General Committee, he shall, within a period to be determined by the General Committee:
 - i. Return the form to the Club and set out therein his position on his status as a Scheme Member and/or his entitlement to Scheme Units (a "**Dispute Form**").
 - ii. The Dispute Form, along with any supporting document relating thereto, shall be returned to the Club under cover of a statutory declaration within the meaning of the Oaths and Declarations Act (Cap. 211).
 - iii. The General Committee shall examine and adjudicate each such Dispute Form and the decision of the General Committee shall be final.
- c. In the event that the person agrees with the General Committee's provisional view, he shall, within a period to be determined by the General Committee, return the said form duly endorsed.
- d. Any person who fails to return the form by the period to be determined by the General Committee will be deemed to have agreed and accepted the provisional view of the General Committee.
- e. The General Committee shall cause to be maintained a Register of Scheme Members and their respective entitlements to Scheme Units, which Register, subject to Adjudication and the decision of the General Committee in relation to any Dispute Form, shall be final and conclusive evidence of the same.

Payment to Scheme Members

11. Within 30 days of the Effective Date, the Club shall set up a fund into which shall be paid no less than S\$30.92 million (the "**Scheme Fund**") (being 40% of the sum of S\$89.8 million awarded to the Club as compensation to the Club under the Land Acquisition Act (Cap. 152), plus associated interest earned thereon, if any, but less the sum of S\$5 million set aside), which Scheme Fund shall be placed into a separate bank account opened in the name of the Club.
- 11A. In the event that the General Committee determines that the purposes for which the sum of S\$5 million was set aside have been fulfilled without exhausting the whole of the sum, the General Committee shall pay the residual sum thereof into the Scheme Fund.

12. In the event that any further amount is paid to the Club as compensation to the Club under the Land Acquisition Act (Cap. 152), the Club shall, within 30 days of receipt of such further amount, pay the net further amount received into the Scheme Fund.

13. Any and all moneys in the Scheme Fund shall be paid to Scheme Members as follows:

- a. On a date to be fixed by the General Committee at its discretion (subject to paragraph 13(b) below) (a "**Distribution Date**"), the Club shall cause to be paid to each Scheme Member a distribution from the Scheme Fund in accordance with each Scheme Member's entitlement to Scheme Units under the Adjudication as at the Effective Date, at a rate as set out below:

$$\text{Distribution per Scheme Unit held} = \frac{\text{Total amount in Scheme Fund}}{\text{Total number of Scheme Units}}$$

(a "**Distribution**")

The total number of Scheme Units is defined as the aggregate number of Scheme Units for all Scheme Members entitled to a Distribution.

- b. Each Distribution Date shall be no later than 120 days from the date of any payment into the Scheme Fund, including any payment of any further amount pursuant to paragraph 12 above.
- c. The mode of payment of any Distribution shall be by way of a crossed cheque marked payable to the person entitled thereto.
- d. The total amount of Distributions to all Scheme Members shall be no less than S\$84.8 million and not more than the net amount of compensation received by the Club as compensation to the Club under the Land Acquisition Act (Cap. 152).
- e. In the event of any dispute relating to Adjudication or Distribution, the General Committee is entitled to withhold the amount in dispute pending the final determination thereof.

14. If a cheque in respect of any Distribution pursuant to this Scheme is not presented for payment upon the expiry of six (6) months from the relevant Distribution Date, the Scheme Member holding the cheque shall waive all rights in respect of the Distribution and the moneys represented by that Distribution shall be paid into the general funds of the Club.

15. The Club shall pay the first Distribution to Scheme Members in full but may exercise the right of set-off in relation to any subsequent Distribution so that a Scheme Member who is liable to the Club for any sum will receive the subsequent Distribution less such sum.

Completion

16. The Scheme shall be completed immediately after the Scheme Fund has been fully paid out, and (a) no further amount will be due to be paid to the Club as compensation under the Land Acquisition Act (Cap. 152); and (b) the purposes for which the sum of S\$5 million was set aside have been fulfilled and the General Committee has determined that no residual sum thereof is due to be paid into the Scheme Fund pursuant to paragraph 11A above.

Amendment and Severability

17. Any part of this Addendum to the Constitution may be amended in General Meeting in accordance with Rule 42 of the Club Constitution, save that any reference to a Voting Member therein shall be read as a reference to a Scheme Member present and voting at the General Meeting.

Proper Law and Disputes

18. This Scheme and any dispute arising hereunder shall be exclusively governed by the laws of the Republic of Singapore, and, other than any dispute arising from paragraph 10 above, shall first be submitted to mediation in accordance with Rule 46 of the Club Constitution.

Contract (Rights of Third Parties) Act (Cap 53B)

19. Save as expressly provided herein, a person who is not a party to the Scheme has no right under the Contract (Rights of Third Parties) Act (Cap 53B) to enforce any term of the Scheme.

No Assignment

20. No Scheme Member or any person entitled to any Distribution under the Scheme shall assign or transfer any of his rights, title, interest and/or benefits under the Scheme, save with the written consent of the General Committee.