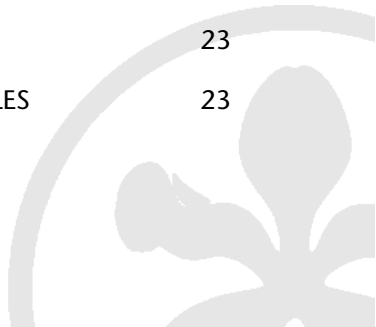


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ORCHID COUNTRY CLUB'S CONSTITUTION

ARTICLE 1 - NAME

- 1.1 The name of the Club shall be Orchid Country Club hereinafter referred to as "the Club".
- 1.2 The place of business of the Club shall be at 1 Orchid Club Road, Singapore 769162 or such other address as may subsequently be decided upon by the Proprietor and approved by the Registrar of Societies.

ARTICLE 2 - OBJECTS

The object of the Club shall be the provision of facilities for golf and other forms of recreation which the Proprietor may decide from time to time for its members and guests.

ARTICLE 3 - STRUCTURE

- 3.1 The Club is a proprietary club, the sole proprietor being SLF Leisure Enterprises Pte Ltd ("the Proprietor" which expression shall include its successors-in-title and assigns).
- 3.2 The Proprietor shall allow members and guests of the Club and such other persons as the Proprietor may from time to time permit (on such terms and conditions as decided by the Proprietor in accordance with the applicable law) to use the facilities of the Club Premises in accordance with these Articles.
- 3.3(a) The Proprietor shall be responsible for providing the Club with the Club Premises and all necessary facilities for so long as the Proprietor remains the lessee of the land on which the Club Premises and facilities are located for carrying on the Club in accordance with these objects and rules and shall be entitled to receive all entrance fees, deposits, registration fees, monthly subscriptions, guest fees, green fees, transfer fees or any other fees and monies as may be payable.

3.3(b) The Proprietor may open one or more bank accounts in the name of the Club into which shall be paid all operating income of the Club. For the purpose of this provision, operating income shall include monthly and periodic subscriptions, guest fees, green fees, income from jackpot collections and other fees which may be levied by the Proprietor for the use of the Club facilities or consumption of food or beverage. The operating expenditure of the Club shall be paid from such account(s).

3.3(c) In the event that operating income shall be less than operating expenditure, the Proprietor shall make up any shortfall. Any surplus shall belong to the Proprietor.

3.4 **PATRON**

The Proprietor may appoint any person or persons to be a Patron or Patrons of the Club.

ARTICLE 4 - MEMBERSHIP

4.1 (i) Membership of the Club shall consist of any or all of the following classes of Members namely:-

- (a) Honorary Member
- (b) Golfing Member
- (c) Corporate Member
- (d) Social Member
- (e) Term Member

(ii) Any member of the Club in whatever class shall be referred to in these Rules as a "Member" which expression shall include Nominees where appropriate.

(iii) A member may apply to convert his current Membership to another class of Membership subject to the approval of the Proprietor and payment of fees if any.

- (iv) Each class of Membership may consist of different categories of Memberships on such terms and conditions as the Proprietor shall decide.
- (v) Except for Family Memberships set out in Article 4.13 or Union Corporate Memberships set out in Article 4.11 below, each class of Membership can be held by individual and/or corporate members.
- (vi) The Proprietor may from time to time create new classes or categories of membership on such terms and conditions as the Proprietor shall decide.
- (vii) No Member shall be entitled to hold more than one Membership of the same kind.

4.2 Membership under the various classes shall, unless the context otherwise requires, be open to persons of either sex.

4.3 The Proprietor may close the membership of any class of membership whenever it considers such to be appropriate.

4.4 Every application for membership shall be on the prescribed form to be provided for the purpose. The applicant shall:-

- (a) complete and sign the application form;
- (b) if required by the Proprietor, be proposed and seconded by two existing members of the Club;
- (c) enclose payment for entrance fee, registration fee and any necessary deposit which would be refundable to the applicant in case of rejected applications.

4.5 The General Committee or such other sub committee or person as the General Committee shall delegate, on behalf of the Proprietor, 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.

4.6 Upon acceptance, the name of the applicant shall be entered in the "Register of Members" maintained for each class of member.

4.7 The successful applicant shall pay monthly or such other periodic subscriptions from a date to be fixed by the General Committee. Monthly subscriptions shall thereafter be payable in advance to the Proprietor on the 1st day of each month. The successful applicant shall become a Member and shall enjoy all rights and privileges of membership for that class of members from that date or on the date of payment of the first monthly or other periodic subscription (whichever shall be the later).

4.8 **ENTRANCE FEES, OTHER FEES, DEPOSITS AND SUBSCRIPTIONS**

(i) The entrance fees, other fees, deposits and subscriptions payable by the various classes of members shall be determined by the Proprietor, from time to time.

(ii) The Proprietor may allow entrance fees to be payable in instalments.

(iii) All entrance fees paid to the Proprietor shall not be refundable except as provided under Article 4.4(c).

4.9 **HONORARY MEMBER**

The Proprietor may invite any person to be an Honorary Member for such period and on such terms as it deems fit provided however that (unless determined otherwise by the Proprietor) such Membership shall remain non-transferable.

4.10 **GOLFING MEMBER**

- (i) Application for membership shall be open to any person of or above 21 years of age.
- (ii) Golfing Membership shall fall into sub-classes as follows:-
 - (a) Singapore Citizens or Permanent Residents;
 - (b) Other Nationalities.
- (iii) A Golfing Member shall have the right to transfer his Membership to any person of or above the age of 21 years of the same sub-class subject to the approval of the General Committee and to the payment of a transfer fee.

4.11 **CORPORATE MEMBER**

- (i) Application for membership shall be open to any Firm, Company, body corporate or such other entities as the Proprietor may from time to time decide.
- (ii) Corporate Membership shall fall into the two sub-classes as follows:-
 - (a) where the nominee shall be a Singapore Citizen or Permanent Resident;
 - (b) where the nominee is open to a person of any nationality.
- (iii) A Corporate Member shall be entitled to nominate a person or persons being officers or employees who are acceptable to the Proprietor. Upon payment of the requisite registration fee, first monthly subscription and where the Corporate Member shall have nominated only one nominee, upon the payment of the

requisite fee as determined by the Proprietor in respect of any additional nominee, the nominees shall be entitled to enjoy the full privileges of a Golfing Member or a Social Member, as the case may be except the right of transfer of membership.

- (a) Subject to the sole discretion of the Proprietor, and on such terms prescribed by the Proprietor, a Corporate member may permit any one or more persons each of whom shall be an officer, an employee or a member of the Corporate Member, to use the facilities of the Club, provided that at any one time, the total number of persons from the Corporate Member using the Club facilities shall not exceed the total number permitted by the Proprietor. The Corporate Member shall be responsible for any breach of this Constitution and any bye-laws made by the General Committee by such officer, employee or members.
- (iv) A Corporate 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 said requisite fee the substituted nominee shall thereupon enjoy the full privileges of a Golfing Member or a Social Member as the case may be except the right of transfer of membership.
- (v) A Corporate Member may, with the approval of the General Committee, transfer its Membership to any other Firm, Company or body corporate subject to the payment of the requisite transfer fee.
- (vi) A Corporate Member shall be liable for the payment of all entrance and registration fees, subscriptions and monies due on the account of its nominee with the Club.

- (vii) Any trade union affiliated to the NTUC is eligible to apply to become a Union Corporate Member. The nominee of a Union Corporate Member shall be entitled to full privileges of the Union Corporate Member for the particular day, which any such nominee shall have presented himself to the Club. A Union Corporate Member may only transfer its membership to another trade union affiliated to the NTUC.

4.12 **SOCIAL MEMBER**

- (i) Any person of or above the age of 21 years is eligible to apply to become a Social Member.
- (ii) Social Membership shall fall into 2 sub-classes:-
 - (a) Singapore Citizen and Permanent Resident;
 - (b) Other Nationalities.
- (iii) A Social Member shall have the right to transfer his membership to any person who is eligible to become a Social Member subject to the approval of the General Committee and to the payment of a transfer fee.
- (iv) A Social Member shall be entitled to enjoy all the facilities of the Club except that, in respect of golf facilities, this shall be subject to Article 4.12(v) below.
- (v) A Social Member may at the discretion of the General Committee be allowed to play golf and use the Club's golfing facilities upon the payment of such green fees and subject to such conditions as the Proprietor may impose.

FAMILY MEMBER

- (i) Subject to Article 4.13(v) below, only the spouse and children below twenty-one (21) years of age of a Member in any class (or of a nominee) shall be eligible to apply to become a Family Member within the same class of Membership as the Member (or nominee). A Family Member is not required to pay an entrance fee.
- (ii) Family Membership shall cease forthwith:-
 - (a) when the Member (or the nominee, as the case may be) from which such Family Membership is derived ceases to be a Member (or nominee as the case may be) for whatever reason;
 - (b) in respect of any child, upon that child's 21st birthday; and/or
 - (c) upon the finalisation of a divorce of the spouse from the Member (or nominee as the case may be).
- (iii) The Member may be required to pay an additional monthly subscription in respect of each Family Member being a spouse or child above twelve (12) years of age who derives Family Membership from such Member.
- (iv) A Member whose spouse or child below twenty-one (21) years of age is a Family Member shall be responsible for any debt or liability incurred by the Family Member whether or not the Family Membership has ceased.
- (v) Family Memberships are available to all classes or categories of Memberships except for Union Corporate and Honorary Memberships.

ABSENT MEMBER

- (i) Any Member leaving Singapore for more than six months, who gives written notice to the General Committee of his intended departure shall be placed on the list of Absent Members, provided he has paid all amounts due by him and provided that immediately upon his return he shall give written notice to the General Committee of his return to Singapore. Such Member shall pay in advance a reduced subscription at such percentage as determined by the General Committee from time to time of the subscriptions ordinarily payable for the full absence period, but shall be liable for his full subscription for the month in which he leaves, and the month in which he returns.
- (ii) The spouse and children of an Absent Membership shall not be entitled to use facilities of the Club during the period of the Member's absence except in special circumstances approved by the General Committee.
- (iii) The normal maximum period of Absent Membership shall be 2 years, or for such period as the General Committee may decide.
- (iv) Should an Absent Member during his period of absence be in arrears of his Absent Member's account for such period as the General Committee may decide from time to time and his name posted as a defaulter for 7 days, his membership shall thereafter cease and Article 6.5 shall apply. The General Committee may utilise his deposit for payment for such arrears in the said account.
- (v) 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 the account and deposit but without further payment of any fees.
- (vi) References to "Member" in this Article 4.14 would include references to nominees of Corporate Memberships.

- (i) Except where otherwise provided by these Articles or the bye-laws, a Member may introduce any person as a guest to the Club not more than once a month. Such a guest shall be entitled to use the facilities as the General Committee may from time to time decide and shall be governed by these Articles and the bye-laws of the Club provided that any guest using the golf course, swimming pool or other facilities shall pay such fees as may be prescribed from time to time by the Proprietor. The General Committee may in its absolute discretion allow a guest to be introduced to the Club more than once in a month.
- (ii) A Member introducing a guest shall write the name of the guest, his own name and the day for which the guest is introduced in a book kept for the purpose at the Club and shall be responsible for any debt or liability to the Club incurred by such guest. The introducer shall be responsible for the behaviour of the guest and it is the duty of the introducer to acquaint his guest to the Club's Constitution and bye-laws and as to whether there are any restrictions against the use of the golf course, swimming pool and other facilities by guests.
- (iii) The General Committee may at any time withdraw the privileges of the use of the facilities of the Club from any guest without assigning any reason therefore.
- (iv) No person from whom the privileges of the Club have been withdrawn may be introduced as a guest.
- (v) No person who has been expelled from the Club under Article 6 or from whom the privileges of the Club have been withdrawn under Article 4.15(iii) above may be introduced as a guest.

4.16 **RESTRICTION OF PRIVILEGES**

- (i) If at any time it appears to the General Committee that the golf course, the swimming pool, the tennis courts or any other facility of the Club is congested, the General Committee may in its discretion restrict the privileges of any Member of any category in respect of any one or more facility.
- (ii) The General Committee may reserve the whole or any part of the facilities of the Club for such purpose and for such period of time as it deems necessary.

4.17 **TERM MEMBER**

- (i) Any person who is of or above the age of 21 years is eligible to apply for Term Membership.
- (ii) The duration of the Term Membership shall be for such period and at such fees and other terms as determined by the General Committee and shall commence from such date as the General Committee shall determine in writing.
- (iii) Term membership shall not be transferable. Upon expiry of the Term Membership, a Term Member may apply for an extension or renewal of the Membership on such terms as may be determined by the General Committee. Upon such application the General Committee may at its absolute discretion extend the term of such Term Membership on such terms or conditions as it may deem fit.
- (iv) A Term Member shall be entitled to such privileges and benefits of the Club as the General Committee shall from time to time determine.

- (v) Term Membership is available to members of the diplomatic corps. The Proprietor may (upon such terms and conditions as it shall impose) permit a member of the diplomatic corporate to be a member provided such Membership shall: -
 - (a) not be transferable at all;
 - (b) be valid only for the term of his diplomatic appointment in Singapore; and
 - (c) automatically terminate upon the cessation of such diplomatic appointment.

ARTICLE 5 - RESIGNATION

A Member may at any time by giving notice in writing to the Proprietor resign or if applicable transfer his membership of the Club but shall continue to be liable for any subscription or other debts due and unpaid at the date of the expiry of his membership. Any member having discharged all his liabilities to the Club and wishing to rejoin is entitled to make a fresh application provided the General Committee may in its discretion waive in whole or in part any applicable entrance fees where the membership has ceased by reason of resignation.

ARTICLE 6 - EXPULSION, SUSPENSION AND CESSATION OF MEMBERSHIP

- 6.1 If any Member shall fail to pay such Entrance Fee as is payable or whose subscription is unpaid for 3 months (or such other period as the Managing Agent may from time to time decide) or shall fail to maintain his account in a satisfactory manner as provided hereunder and 14 days has elapsed after a written reminder has been given at his last known address then and in any such case he shall cease to be a

Member and his name shall be struck off from the "Register of Members" but may be reinstated by the General Committee upon his furnishing a satisfactory explanation to the General Committee and payment of all arrears and such other payments as may be prescribed by the General Committee.

A defaulting member shall be required to continue to pay his monthly instalments of entrance fees, monthly subscriptions and other dues. Such members will not be allowed the use of the Club's facilities until they have settled all debts with the Club.

- 6.2 If any Member acts in any way prejudicial to the interests of the Club or its Members thereof or shall breach any of these Articles or by-laws of the Club, then the Managing Agent shall inform the General Committee which shall consider the matter at a meeting of the General Committee. If at any such meeting it is considered that there is sufficient evidence to justify calling on the Member to answer any such charge made against him, a notice in writing specifying the charge(s) against him shall be given to such Member calling on him to attend the meeting for the purpose of answering such charge(s). At such meeting the Member concerned shall have the right to be heard in his own defence. If after hearing such member the General Committee decides to expel the said Member, he shall be notified in writing and shall thereupon cease to be a Member of the Club.

The General Committee may instead of expulsion, suspend the Member or impose a fine or any other lesser penalty. No appeal shall lie from it to any other meeting of the General Committee.

Any member who is suspended under disciplinary proceedings shall be required to continue to pay his monthly instalments of entrance fees, monthly subscriptions and other dues. Such members will not be allowed the use of the Club's facilities during the period of suspension.

- 6.3 If the Member refuses for any reason to attend before the meeting to answer the charge(s) against him, the General Committee may nevertheless in its absolute discretion proceed in his absence to make its decision in respect of the charge(s) against the Member in his absence. The General Committee may expel or suspend the Member or impose any lesser penalty and no appeal shall lie in respect of such decision to any other meeting.
- 6.4 A person so expelled shall not thereafter be eligible as a candidate for membership of the Club.
- 6.5 Any Member:-
- (a) who has resigned or died, or
 - (b) who has been adjudicated bankrupt, or
 - (c) who has been wound-up, or
 - (d) who becomes an enemy alien of Singapore, or
 - (e) who has defaulted and whose name has been posted as a Defaulter for a period of 7 days, or
 - (f) whose membership has been charged under any Order of Court or
 - (g) who has been expelled or
 - (h) who has been convicted of any offence involving violence or dishonesty or shall suffer imprisonment for any reason whatsoever or
 - (i) who leaves Singapore to escape criminal proceedings or

- (j) who does or whose spouse, siblings, parents or children, do anything prejudicial to the good name of NTUC, the Proprietor and/or to the Singapore Labour Foundation.

shall cease to be a Member provided that any class of Transferable Member who ceases to be a Member under (a), (b), (c) and (e) above shall be allowed to transfer his membership within 3 months of the date of cessation of membership, subject to the full settlement of his account with the Club and payment of such administrative fee as the General Committee may from time to time decide. If he or his personal representative or the Official Assignee, or liquidator as the case may be fails to transfer his membership within the stated period, his right of transfer shall cease upon the expiry of the said period unless otherwise decided by the General Committee.

- 6.6 Any member on ceasing to be a Member shall forfeit all rights and privileges of a Member and the use of the facilities of the Club.

ARTICLE 7 - MEMBER'S ACCOUNT

- 7.1 The account of each Member of the Club shall be kept as directed by the General Committee and each Member of the Club shall keep his account in credit.
- 7.2 Should any Member's account not be in credit the General Committee, after due notification has been given, withdraw the privileges of the Club until credit has been established.
- 7.3 No member whose name appears on a defaulters' list can enter or take part in any Club Competition or in any Inter-Club Matches.
- 7.4 If any member fails to place his account in credit within seven days after notice from the General Committee, the General Committee shall give him a notice stating that unless his account be placed in credit within a further period of seven days, his name will be posted on the Club Notice Boards as a Defaulter.

- 7.5 If the Member fails to place his account in credit within a period of seven days after his name has been so posted as a Defaulter, the General Committee shall give him a written reminder and after fourteen days the provisions of Article 6.1 shall apply and he shall thereupon cease to be a Member unless otherwise decided by the General Committee but without prejudice to the right of the Proprietor or the General Committee to recover all monies due from him to the Proprietor.

ARTICLE 8 - GENERAL COMMITTEE

- 8.1 The General Committee ("the General Committee") shall comprise the following:-
- (a) The President - The President shall preside as chairman at all General Committee meetings. He may call a meeting of the General Committee as often as he thinks fit.
 - (b) The Vice-President - The Vice-President shall assist the President. All the powers, functions, duties and responsibilities of the President shall in his absence be vested in the Vice-President.
 - (c) The Secretary - The Secretary shall keep and be responsible for all records (except financial) of the Club and shall keep full and correct minutes of all proceedings of the General Committee. He shall maintain an up-to-date Register of members. In the event that a General Manager of the Club is appointed by the Proprietor or General Committee, then such General Manager shall serve as the ex-officio secretary for the duration of his appointment as General Manager.

A General Manager serving as the ex-officio secretary shall not be entitled to vote in meetings of the General Committee.
 - (d) The Treasurer - The Treasurer shall keep and be responsible for the financial accounts of the Club and shall prepare the Estimate of Revenue and Expenditure ("Budget") for the Proprietor's approval and shall be responsible for monitoring that expenditures are within the financial limits of the Budget.

- (e) The Captain - The Captain shall be the representative of the Club in all matters relating to the game of golf.
- (f) Up to five Ordinary Committee members who shall assist the General Committee in the general administration of the Club and perform any other duties assigned by the General Committee.

8.2 All office bearers of the General Committee shall be appointed by the Proprietor for a term of two (02) years, provided that the such persons may be re-appointed at the sole discretion of the Proprietor.

Such office bearers need not be members of the Club.

The Proprietor may in its sole and absolute discretion remove any member from the General Committee at any time.

8.3 The Registrar of Societies shall be notified of any changes in the General Committee within two weeks of any such changes.

8.4 The General Committee shall be the governing body of the Club and subject to such terms, conditions and limits on its authority as the Proprietor may impose, shall have general charge of all the affairs, property and membership and shall have such administrative powers as may be necessary for properly carrying out the objects of the Club. The General Committee shall not however have the power to dispose any property of the Club without prior approval of the Proprietor.

8.5 The General Committee shall exercise the powers given to it by these Articles and such other powers of management as it may from time to time be delegated by the Proprietor.

8.6 The General Committee may from time to time review the Articles of this Constitution and make such recommendations as may be necessary to alter, add to or repeal the Articles of this Constitution to the Proprietor.

- 8.7 The General Committee shall meet as often as it is necessary to enable it to arrange the affairs of the Club. Any five members of the General Committee shall form a quorum provided that at least three of them shall be the President, the Vice-President, the Secretary, the Treasurer or the Captain.
- 8.8 The General Committee shall, not later than the date specified by the Proprietor, submit to the Proprietor for approval its estimates of Revenue and Expenditure (hereinafter referred to as the "Budget") for the ensuing financial year.
- 8.9 Until the approval by the Proprietor of the Budget for the Club the General Committee shall not approve or incur any expenditure for any purpose for the period covered by the Budget.
- 8.10 No expenditure shall be approved or incurred by the General Committee for any purpose unless budgetary provisions exist therefore and it is within the financial limits set by the Proprietor from time to time.
- 8.11 The General Committee may from time to time with the approval of the Proprietor make, vary and revoke bye-laws (not inconsistent with these Articles) for the regulation of the internal affairs of the Club and the conduct of members. Until revoked all bye-laws shall be binding on the members.

ARTICLE 9 - SUB-COMMITTEES

- 9.1 The General Committee shall have the power to constitute sub-committees and to appoint or call for nomination to fill the positions in such sub-committees as it may deem necessary or expedient for the object of furthering any particular activity of the members. The General Committee may depute or refer to such committee such powers and duties of the General Committee (except those relating to the expulsion

of members) as it may determine subject to the approval of the Proprietor. 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.

- 9.2 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 and the Proprietor from time to time specifically authorise.

ARTICLE 10 - MANAGING AGENT

- 10.1 The Proprietor may appoint any person, Firm, Company, body corporate or such other entity as the Proprietor may in its sole discretion determine to be the Managing Agent ("Managing Agent") for the day to day administration of the Club which shall be subject to the general direction of the General Committee. The Managing Agent shall be responsible for the formulation and implementation of the Club's programme of activities and shall supervise the Club's employees, servants or agents as may be appointed by the Managing Agent.
- 10.2 No member shall, except as provided for in these Articles, have any voice in the affairs and management of the Club.
- 10.3 The Managing Agent shall be responsible for controlling the finances of the Club and shall have such administrative powers as may be necessary for properly carrying out the objects of the Club in accordance with these Articles.
- 10.4 In the absence of the appointment of a Managing Agent, the duties and responsibilities of the Managing Agent shall be carried out by the General Committee.

ARTICLE 11 - CLUB PROPERTY

No Member shall take away, or permit to be taken away, any property within the Club Premises under any pretence whatever or shall injure or destroy any property.

ARTICLE 12 - NOTICE

- 12.1 No paper, notice or placard, written or printed shall be put in the Club Premises without the approval of the General Committee or, where so directed by the General Committee, the Managing Agent.
- 12.2 Every Member shall communicate in writing any change of address to the General Committee. Such address shall be inserted in the Register of Members.
- 12.3 A notice to any Member may be sent by post or delivered by hand to his address in the Register of Members. If it is sent by post it shall be deemed to have been duly delivered on the day following the date of posting.

ARTICLE 13 - PROHIBITIONS

- 13.1 Gambling of any kind, whether for stakes or not, excluding the promotion or conduct of a private lottery which has been permitted under the Private Lotteries Act (Cap 250), is forbidden in or around the Club Premises. The introduction of materials for gambling or drug taking or persons of bad character or ill repute into the premises of the Club is prohibited. The Club shall not hold any lottery, whether confined to members or not in the name of the Club, the Proprietor, the General Committee, Managing Agent or members unless with the prior approval of the relevant authorities.

- 13.2 Notwithstanding the provisions of Article 13.1 above, legalised gambling activities may be available and jackpot machines may be installed in the Club Premises with the specific approval of the General Committee and the relevant governmental and statutory authorities.
- 13.3 No funds or, monies in the Club's accounts shall be used to pay the fines of Members who have been convicted in Court.
- 13.4 No Member shall borrow in the name of, or pledge the credit of the Club.
- 13.5 The Club shall not engage in any Trade Union activity as defined in any written law relating to trade unions for the time being in force in Singapore.
- 13.6 The Club shall not attempt to restrict or interfere with trade or make directly or indirectly any recommendation to, or any arrangement with its members which has the purpose or is likely to have the effect of fixing or controlling the price or any discount, allowance or rebate relating to any goods or services to be supplied by them.
- 13.7 No Member shall reprimand the staff of the Club. If a Member has any cause of complaint against a staff, he shall bring the same to the General Committee, or where so directed by the General Committee, to the Managing Agent who shall deal with the matter in any way he deems fit.
- 13.8 No Member shall give the address of the Club premises in any advertisement, or use its address for business or other purposes.
- 13.9 The Club shall not indulge in any political activity or allow its funds and/or premises to be used for political purposes.

- 13.10 The Club shall not raise funds from the public for whatever purposes without the prior approval in writing of the Registrar of Societies and other relevant authorities.

ARTICLE 14 - AMENDMENT OF CONSTITUTION

Only the Proprietor shall have the power to amend, add to or repeal the Constitution. Amendments to the Constitution shall not come into force without the prior approval in writing of the Registrar of Societies.

ARTICLE 15 - FINANCIAL YEAR AND AUDITORS

- 15.1 The Proprietor shall appoint annually auditors for the Club who shall audit the annual accounts and accounts for any period required by the Proprietor.
- 15.2 The Financial year of the Club will commence on 1st April and end on 31st March (of the following year).

ARTICLE 16 - LIABILITY OF CLUB

The Proprietor and the Club shall not be liable:-

- (i) for any loss of or damage to any property or article whatsoever, or howsoever brought upon or left at its premises by a Member, his guest or any other person,
- (ii) for any injury or loss whatsoever, or howsoever caused to a Member, his guest or to any other person; and
- (iii) for all claims, demands, costs, loss of life.

ARTICLE 17 - DISSOLUTION

- 17.1 The Club may be dissolved voluntarily by a resolution of the Proprietor and with the consent of three-fifths of the members for the time being resident in Singapore, expressed either in person or by proxy at a general meeting convened for the purpose. At least twenty-one 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 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.
- 17.2 Upon the dissolution of the Club, all rights of membership shall terminate and the Proprietor shall be discharged from all liabilities and obligations hereunder or elsewhere, and no Member shall have any claim against the Proprietor except in respect of any monies standing to the credit of the member.
- 17.3 All members shall remain liable to the Proprietor for all dues or debts incurred before dissolution of the Club and shall forthwith make payment.
- 17.4 Certificate of dissolution shall be given within seven (7) days to the Registrar of Societies.

ARTICLE 18 - INTERPRETATION OF ARTICLES

The Proprietor shall be the sole authority for the interpretation of this Constitution and the rules, regulations and bye-laws made hereunder and the decision of the Proprietor with respect thereto shall be final conclusive and binding.