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Approved by ROS on 21 August 2009
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Revised Rules
Approved by ROS on 21 August 2009
RULE 1  NAME

(a) The Club shall be called the SINGAPORE SWIMMING CLUB.

RULE 2  OBJECTS

The objects of the Club are:

(a) To promote swimming, other forms of sporting activities and recreation.

(b) To provide facilities for swimming, other sporting activities and recreation.

RULE 3  CLUB CREST, LOGO AND COLOURS

(a) The Club Crest shall comprise a lion statant with a frontal view before a palm tree growing on land proper, and circumscribed at chief by the Club’s motto “PALMAM QUI MERUIT FERAT” and at base by a banner with the inscription “SINGAPORE”. The use of the Club crest shall be accorded official distinction and solemnity and may not be derogatorily displayed.

(b) The Club Logo shall comprise a lion statant with a frontal view before a palm tree growing on land proper, and circumscribed at chief by the name of the Club and at base by a banner with the inscription “SINGAPORE” or any other design or composition the Management Committee may, from time to time, adopt.

(c) The Club colours shall be dark blue and white.

RULE 4  INTERPRETATION

In these Rules and the Bye-Laws made hereunder, unless the context otherwise requires:

(a) The Club shall mean the Singapore Swimming Club.

(b) Words expressed in the singular shall include the plural and words expressed in the masculine shall include the feminine and vice versa where applicable.

(c) The words “Member” and “Membership” shall, where they appear on their own, be deemed to include all categories of members unless otherwise stated.
(d) The word “child” shall mean a person who is below the age of twenty one (21) years.

(e) The words “meeting of general members” shall mean the Annual General Meeting or an Extra-Ordinary General Meeting duly convened under these Rules.

(f) The words “Absent Members List” shall mean the list of Absent Members maintained by the Club.

(g) The words “Club Register” shall mean the register of the Club members maintained by the Club.

(h) The words “Club Notice Board” shall mean notice and/or display boards installed in the Club premises containing notices and/or information for members.

(i) The words “Relevant Date” shall mean the date the members are given notice by the Management Committee that the Registrar of Societies has approved the amendments of these Rules to give effect to Transferable Membership.

(j) The words “Relevant Person” shall mean Member’s children who are registered with the Club pursuant to Rule 8(a) on or before 31 December 1997.

(k) The words “Relevant Transfer Date” shall mean the date to be decided by the members at the Annual General Meeting to be held in 2006.

(l) The words “Second Relevant Date” shall mean the date the members are given notice by the Management Committee that the Registrar of Societies has approved amendments to these Rules to give effect to the resolutions at the Extra-Ordinary General Meeting convened on 9 January 2000.

(m) The words “Third Relevant Date” shall mean the date the members are given notice by the Management Committee that the Registrar of Societies has approved amendments to these Rules to give effect to the resolutions passed at the Extra-Ordinary General Meeting convened on 26th November 2000.

(n) The words “Family Membership” shall mean the joint membership of a Honorary Life, Life or Ordinary Member and his or her spouse who has become a member of the Club, as set out in Rule 15(f).

(o) The words “transmission of Family Membership” shall mean the vesting of title in the Family Membership upon the death of a Member in accordance with Rule 15 and the word “transfer his membership” shall mean the right of a member to transfer his membership in accordance with the provisions of Rule 7.
(p) The words “Commencement Day” shall have the meaning set forth in Rule 5(k)(ii).

(q) The words “Nominees” and “Nominee” shall have the meaning set forth in Rule 5(k)(ii).

(r) The words “immediate family member” means children or parents of both spouse members.

(s) The words “Transferable Membership” shall either be a Family Membership as defined in Rule 4(n) or any combination of two (2) Single Memberships, from the Ordinary, Honorary Life or Life Membership as defined in Rule 7(a).

RULE 5 MEMBERSHIP *

There shall be the following categories of members:

(a) Honorary Member

(i) The Management Committee may, at its discretion, invite a distinguished person to become an Honorary Member of the Club on such terms as the Management Committee may from time to time decide.

(ii) An Honorary Member shall not be entitled to vote or to hold office. He shall not be liable to pay any entrance fee or subscription.

(b) Honorary Life Member

(i) The Management Committee may propose, at any meeting of general members, the election of an Ordinary Member as an Honorary Life Member. Notice of such proposal shall be included in the Agenda of the meeting. If such proposal is carried by a majority of the voting members present the member so proposed shall thereupon become an Honorary Life Member.

(ii) An Honorary Life Member shall not be required to pay any subscription or make any special payment in respect of such Honorary Life Membership.

(iii) An Honorary Life Member’s membership in the Club shall on the Relevant Transfer Date be converted to a Transferable Ordinary Membership and upon such conversion shall be transferable to a third party save that the member shall continue to enjoy personally the privilege of not having to pay any subscription. In the event that after the conversion of his Honorary Life Membership, the member transfers
his membership to a third party, that third party transferee shall not be entitled to the privilege of not having to pay any subscription

(c) **Life Member** *

(i) An Ordinary or Lady Member who is a member of the Club before 1st January 2010 and has paid full resident subscriptions for a total period of not less than twenty years and having attained the age of 60 years or more may, on application and upon payment of a lump sum of Twenty four (24) months’ subscriptions be granted a Life Membership.

(ii) An Ordinary or Lady Member who is a member of the Club before 1st January 2010 and has paid full resident subscriptions for a total period of not less than twenty-five years and having attained the age of 60 years or more may, on application and upon payment of a lump sum of twelve (12) months’ subscriptions be granted a Life Membership.

(iii) A Life Member shall be entitled to all the privileges of an Ordinary or Lady Member, as the case may be, and shall not be required to pay any subscription.

(iv) A Life Member’s membership in the Club shall on the Relevant Transfer Date be converted to a Transferable Ordinary Membership and upon such conversion shall be transferable to a third party save that the member shall continue to enjoy personally the privilege of not having to pay any subscription. In the event that after conversion of his Life Membership, the member transfers his membership to a third party, that third party transferee shall not be entitled to the privilege of not having to pay any subscription.

(d) **Ordinary Member**

(i) Ordinary Membership shall be open to persons who have attained the age of 21 years.

(ii) An Ordinary Member’s membership in the Club shall on the Relevant Transfer Date be converted to a transferable membership and upon such conversion the Ordinary Member shall be entitled to transfer his membership to a third party.

(e) **Lady Member**

(i) A Lady Member shall within a period of six (6) months from the Relevant Date convert her Lady Membership to an Ordinary Membership. The Lady Member shall be required to pay a conversion fee equivalent to Singapore Dollars Three Thousand ($3,000.00) which conversion fee shall be payable in 36 equal instalments.

(ii) The Lady Member wishing to convert her membership must first submit her request for conversion on such form prescribed by the
Management Committee specifying that she wishes to convert her Lady Membership to an Ordinary Membership.

(iii) In the event that on the Second Relevant Date a Lady Member has not converted her membership to an Ordinary Membership pursuant to Rule 5(e)(i), the Management Committee shall in its absolute discretion allow such Lady Member to maintain her Lady membership subject to the restrictions stipulated in Rules 5(e)(iv), 5(e)(v), 5(e)(vi) and 5(e)(vii).

(iv) Neither a Lady Member nor her spouse shall be entitled to transfer their membership pursuant to Rule 7. However, in the event that the spouse of a Lady Member wishes to transfer his Ordinary Membership, the Lady Member and her spouse would have to obtain a single Ordinary Membership and transfer the single Ordinary Membership together with the Ordinary Membership of the spouse of the Lady Member.

(v) A Lady Member shall, upon marriage to a non-member, exercise either Option A or Option B (as defined below) within six (6) months from the date of marriage. The provisions of Rule 5(f)(iv) or 5(f)(v) shall apply to the Lady Member as if the reference to “member” referred to “Lady Member”.

(vi) In the event that either Option A or Option B is exercised by the Lady Member after a period of six (6) months from the date of marriage of such member, the Management Committee shall have the absolute discretion as it deems fit to allow the Lady Member to exercise the option after the prescribed period of six (6) months from the date of marriage of such Lady Member, on condition that the Lady Member shall be charged with subscriptions, levies and other back charges back dated as if her spouse were a Lady Member Invitee on the date of marriage and in addition to a surcharge of up to 100% of the total subscriptions, levies and other back charges payable by the Lady Member.

(vii) In the event that Option A and Option B is not exercised within eighteen (18) months from the date of the Lady Member’s marriage, the Management Committee shall have the power to expel the Lady Member but this power will not be exercised against the Lady Member if in the absolute opinion of the Management Committee there are good reasons for the failure by the Lady Member to exercise Option A and Option B.

(viii) Upon the death of a Lady Member, her membership rights shall cease from the date of her death and shall in no event be transmitted to any family member pursuant to Rule 15.

(ix) Notwithstanding the provisions of Rule 5(e)(i), any Lady Member who has on 9 January 1999 failed to convert her Lady Membership to an
Ordinary Membership shall be given a grace period commencing from the Second Relevant Date and ending one month thereafter to convert her Lady Membership to an Ordinary Membership pursuant to this Rule.

(f) Spouse

(i) Any member other than a Junior, Visiting Member or Individual Term Member shall be obliged, upon marriage to a non-member to either exercise the option (“Option A”) granted to him pursuant to Rule 5(f)(iv) or the option (“Option B”) granted pursuant to Rule 5(f)(v) within six (6) months from the date of marriage. Where a member resides outside Singapore and is married outside Singapore, upon such member providing evidence satisfactory to the Management Committee of such fact, for the purpose of this Rule 5(f), the member shall be deemed to have gotten married on the day such member first returned to reside in Singapore after such marriage.

(ii) In the event that neither Option A nor Option B is exercised within the six (6) months period, the spouse and children of the member concerned shall not be allowed the use of the Club nor may the spouse be introduced as a guest at any time. In the event that either Option A or Option B is exercised by a member after the period of six (6) months from the date of marriage of such member, the Management Committee shall have the absolute discretion as it deems fit to allow the member to exercise the option after the prescribed period of six (6) months from the date of marriage of such member, on condition that the member shall be charged with subscription, levies and other charges back dated as if his spouse were made a member on the date of marriage and in addition to a surcharge of up to 100% of the total subscriptions, levies and other back charges payable by the member.

(iii) In the event that a member does not exercise either Option A or Option B within eighteen (18) months from the date of his marriage, the Management Committee shall have the power to expel the member but this power will not be exercised against the member if in the absolute opinion of the Management Committee there are good reasons for the failure by the Member to exercise Option A and Option B.

(iv) Option A

(aa) Pursuant to Option A, a member shall upon marriage to a non-member apply for his spouse to be an Ordinary Member of the Club within six (6) months from the date of marriage of such member. A member who applies for his spouse to be a member shall first submit the name of his spouse on the prescribed form to the General Manager for approval and shall be deemed to have exercised the option granted pursuant to this Rule. The Management Committee may in its absolute discretion reject the member’s spouse’s application for membership if the Management Committee is of the opinion that the member’s spouse...
does not satisfy the requirements set out in Rule 7(b) and those set out in the prescribed form. If the Management Committee has approved the member’s spouse’s application, the member’s spouse shall be admitted as a member of the Club upon the payment of the prevailing official entrance fee for the type of membership applied for by such spouse as determined by the Management Committee from time to time. In the event that the member’s spouse’s application for membership is not approved by the Management Committee, the said spouse shall not be entitled to utilise any of the facilities of the Club, nor be introduced as a guest to the Club and shall be declared persona non grata. The entrance fee payable by a spouse upon her being admitted to be a member of the Club may be paid by 84 equal monthly instalments.

(bb) Notwithstanding the provision of Rule 5(f)(iv)(aa), in the event that a member exercises Option A to apply for his spouse to be a member within six (6) months from the date of marriage of such member, the entrance fee payable for such spouse to be a member, shall be 75% of the prevailing entrance fee on the date of marriage of such member payable for the type of membership applied for by such spouse as determined by the Management Committee from time to time.

(v) **Option B**

(aa) Pursuant to Option B, a member shall upon marriage to a non-member apply within six (6) months from the date of such marriage, for his spouse to be an Invitee of the Club. A member who applies for his spouse to be an Invitee shall first submit the name of his spouse on the prescribed form to the General Manager for approval and shall be deemed to have exercised the option granted pursuant to this Rule. The Management Committee may in its absolute discretion reject the member’s spouse’s application for Invitee status if the Management Committee is of the opinion that the member’s spouse does not satisfy the requirements set out in Rule 7(b) and those set out in the prescribed form. If the Management Committee has approved the member’s spouse’s application for Invitee status, the member’s spouse shall be allowed the privileges of an Invitee upon payment of a usage fee (the “Usage Fee”) amounting to $7,500.00 or such other amount as the Management Committee may from time to time in its absolute discretion determine. In the event that the member’s spouse’s application to be an Invitee is not approved by the Management Committee, the said spouse shall not be entitled to utilise any of the facilities of the Club, nor be introduced as a guest to the Club.

(bb) The Usage Fee may be payable in 36 monthly instalments.

(cc) An Invitee shall at the discretion of the Management Committee have signing privileges at the Club provided that the spouse of the Invitee shall be responsible for all amounts incurred at the Club by the Invitee. The Invitee shall be entitled to restricted use of the facilities of the
Club. The Invitee shall not have the right to introduce guests to the Club nor shall the Invitee have any membership rights.

(dd) Children (“Invitee Children”) of a member and an Invitee shall not be entitled to Junior Membership nor be entitled to any membership privileges of the Club. Invitee Children shall be entitled to restricted use of the facilities of the Club.

(vi) A member and his spouse may be treated by the Management for the purpose of administration as one account.

(vii) In the event of a legal separation, nullity or divorce by a Court of competent jurisdiction, the memberships of both the husband and wife shall be transferred to either the husband or the wife as such parties may agree, and failing such agreement, both the memberships of the husband and wife shall be deemed to be an asset acquired during the marriage by the husband and wife (as understood in Section 112 of the Women’s Charter (Cap. 353) and shall be transferred to either the husband or the wife in such manner as the Court deems fit Provided Always That the memberships of the husband and the wife shall in no case be treated as two (2) separate memberships.

(viii) Notwithstanding the provision of Rule 5(f)(vii) and 15(f)(bb), the Management Committee shall have the power to separate the Family Membership, where the parties in writing so request, in instances when the underlying family unit is broken on account of divorce or separation, into two separate single memberships accounts, on just or compassionate grounds.

In the event such Family Membership is split due to separation or divorce, should either the member or spouse remarry, that member shall admit his new spouse as a member in accordance with Rule 5(f).

(ix) The child of the marriage and his account will be the responsibility of the parent who has been ordered by a Court of competent jurisdiction to be responsible for maintenance of the child or by agreement, if any, between the husband and wife. In the event the parent who is responsible to maintain the child is in arrears of his account, the Club reserves the right to call upon the other parent to settle the arrears of the child’s fees.

(x) Should the said other parent refuses to settle the arrears of the child’s fees within seven days from the date of notice of demand the child’s membership shall cease along with the parent who has responsibility to maintain the child.

(xi) Should the parent who obtained the membership remarry, that parent shall exercise Option A in the manner provided by this Rule 5(f) without the payment of any additional fee.
(xii) In the event of a legal separation, nullity or divorce by a Court of competent jurisdiction, where the spouse of a member is an Invitee, such spouse’s rights as of an Invitee granted pursuant to Rule 5(f)(v)(cc) shall terminate from the date of legal separation, nullity or grant of decree nisi (as the case may be). The children of such member and spouse shall likewise loose all rights and privileges to use the facilities of the Club pursuant to Rule 5(f)(v)(dd), from such date.

(xiii) For the purposes of this Rule 5(f), the definition of “member” within this Rule shall not include a Junior Member, Visiting Member or Individual Term Member and the provisions of this Rule 5(f) shall not apply to such memberships.

(g) **Junior Member**

(i) Any child of a member other than a Visiting Member or Individual Term Member and any Child of a Nominee, who has attained the age of 16 years, but has not yet reached the age of 21 years and wishes to continue to use the facilities of the Club shall convert to Junior Membership within a period of six (6) months of attaining this age, failing which the facilities of the Club shall be withdrawn from him but such child may be introduced as a guest in accordance with these Rules and the Bye-Laws. It shall be the responsibility of the parents to ensure that the conversion to Junior Membership is made within the prescribed time.

(ii) In the event that this option is exercised after the period of six (6) months of attaining the age of 16 years, the Management Committee shall have the absolute discretion to approve such conversion on condition that the member shall be charged with subscription, levies and other charges back-dated to the date the child attained the age of 16 years in addition to a surcharge of up to 100% of the total amount payable.

(iii) In the event that this option is not exercised after a period of eighteen (18) months from date he attained 16 years, his right to convert to Junior Membership and Ordinary Membership shall cease but such child may be introduced as a guest in accordance with these Rules and the Bye-laws.

(iv) In the event of the parents of a Junior Member ceasing to be a member of the Club for any reason whatsoever, the membership of the Junior Member shall also cease at the same time. However, such Junior Member may, at the discretion of the Management Committee continue his Club membership.

(v) On the marriage of a Junior Member, such membership shall automatically cease and the Junior Member may, at the discretion of the Management Committee, apply for permission to continue his Club membership within six (6) months from the date of marriage.
(vi) Notwithstanding the other provisions of these Rules, a Junior Membership shall terminate upon the Junior Member attaining the age of twenty one (21) years.

(h) Visiting Member

(i) Any person on a temporary visit to Singapore may, at the discretion of the Management Committee, be admitted as a Visiting Member of the Club for not longer than three consecutive months nor on more than three occasions during any twelve consecutive months.

(ii) A Visiting Member shall be proposed by a member of the Club who is not himself a Visiting Member or whose name is not on the Absent Members List. If approved by the Management Committee, the name of the Visiting Member shall be displayed on the Club Notice Board during the period of such membership.

(iii) A Visiting Member shall pay in advance, the subscriptions for the whole visiting period and such deposit as the Management Committee may decide from time to time.

(iv) The Management Committee may, without assigning any reason thereof, terminate such membership in writing.

(i) Absent Member

(i) Any member other than an Individual Term Member, who intends to reside for more than six months overseas may, except in the case where the spouse and/or family remain in Singapore, apply in writing to the General Manager to be placed on the Absent Members List after making full settlement of all amounts due to the Club before his departure. The decision of the Club to place a member on the Absent Members List shall be in the sole discretion of the Club, which decision shall be final and conclusive.

(ii) The member’s written application shall be made at least one month prior to the date of intended departure and shall exhibit evidence of his departure and state the reasons for residence outside Singapore, the expected period of overseas residence and the overseas forwarding address.

(iii) Prior to his departure, the member whose application for Absent Member status has been approved, shall surrender his Membership card to the Club. During the period of overseas residence, the Absent Member shall notify the Club of his latest overseas forwarding address.

(iv) An Absent Member shall within 7 days of his return to residence in Singapore, give written notice to the General Manager and documentary proof of his period of absence and his return to
Singapore. Until he gives the requisite written notice to the Club, he shall not be entitled to use and enjoy the facilities of the Club. If the Club is satisfied that the member has observed all rules in connection with his absence and has paid all arrears on his account, the member’s name shall be restored to the Club Register. If the member fails to prove to the satisfaction of the Club, his residence outside Singapore during the period as claimed by the member, the Club shall be entitled to charge the member the normal subscription fee applicable for the period as if he were in Singapore. Where the Club is of the view that the member has misrepresented facts to the Club or breached any of the Rules herein contained, the member may be subject to disciplinary proceedings in accordance with the Rules.

(v) An Absent Member shall not be entitled to use and enjoy any of the facilities of the Club during the period he remains on the Absent Members List, unless he is in Singapore on a temporary visit and he gives at least 7 days written notice of his intention to use and enjoy the Club’s facilities. The notice must specify the period of the temporary visit to Singapore. Such temporary period shall not exceed 3 months. In the event that the member is in Singapore for more than 3 months at any one time, he shall be regarded to have returned to Singapore for the whole period and is reliable for full subscription and any other levies.

(vi) An Absent Member shall be liable to pay the normal subscription fee and pro-rated spending levy for the month in which he leaves Singapore, the month in which he returns to Singapore and for every month of any temporary visit to Singapore to which he has given notice under sub-Rule (v) hereof. Save as aforesaid, an Absent Member shall pay 30% of the normal subscription fee applicable to his category of membership. Absent members are also chargeable, like all other members, with any development levy or fee as may be imposed by the Club from time to time. Payment of Absent fee shall be made six months in advance and it shall not be refundable for the first six months from the date of being placed on the Absent Members’ List. Normal subscription fee and pro-rated spending levy shall be charged for any temporary visit to Singapore after the first six months of the approved period of absence.

(vii) An Absent Member shall remain on the Absent Members List so long as he keeps his account in credit. In the event that he, during his period of absence, is in arrears for any reason for a period exceeding six months, the General Manager shall issue a 30 day notice to settle all arrears, such notice to be sent to his last known forwarding address by registered post. If he fails to make payment within the time given, he shall immediately cease to be a member of the Club but without prejudice to the right of the Club to recover all monies due by him to the Club.
(viii) An Absent member who ceases to be a member for non-payment of his absent fees may, on submitting a written explanation of the reasons for non-payment satisfactory to the Management Committee, be reinstated as a member at the absolute discretion of the Management Committee. Reinstatement under this rule shall be subject to such terms and conditions as the Management Committee may determine from time to time. However, such application for reinstatement shall only be considered if it is received by the Club not later than nine months from the date of his cessation.

(ix) A member other than an Individual Term Member who has children below the age of 16 years who intend to reside for more than 6 months overseas may apply to the General Manager in writing to have such children’s names placed on the Absent Members List in accordance with sub-Rule (ii) hereof. The Club shall at its sole discretion, decide on the placing of such children on the Absent Members List. All provisions on Absent Members herein contained, shall apply to children placed on the Absent Members List, except that there shall be no payment of Absent Members fee for the children concerned during the period of their absence from Singapore.

(x) A Junior Member who intends to reside for more than six months overseas may apply to the Club to be placed on the Absent Members List in accordance with sub-Rule (ii) hereof. The Club shall at its sole discretion decide on placing the Junior Member on the Absent Members List. All provisions on Absent Members herein contained shall apply to Junior Members placed on the Absent Members List except that there shall be no payment of Absent Members fee for the Junior Member concerned during the period of his absence from Singapore.

(xi) On attaining the age of 16 years, a child member whose name has been placed on the Absent Members List, shall convert in absentia to Junior Membership within six (6) months of attaining this age, failing which the facilities of the Club shall be withdrawn from him but such child may be introduced as a guest in accordance with these Rules and the Bye-Laws. It shall be the responsibility of the parents to ensure that the conversion to Junior Membership is made within the prescribed time. If converted to Junior Membership, the Junior Member shall be entitled to remain on the Absent Members List and be subject to all provisions herein contained on Absent Member.

(xii) In the event that this option is exercised after the period of six (6) months of attaining the age of 16 years, the Management Committee shall have the absolute discretion to approve such conversion on condition that the member shall be charged with subscription, levies and other charges back-dated to the date he attained the age of 16 years in addition to a surcharge of up to 100% of the total amount payable.
(xiii) In the event that this option is not exercised after a period of twenty-four (24) months from the date he attained 16 years, his right to convert to Junior Membership and Ordinary Membership shall cease but he may be introduced as a guest in accordance with these Rules and the Bye-Laws.

(xiv) On attaining the age of 21 years, a Relevant Person whose name has been previously placed on the Absent Members List, shall convert in absentia to Ordinary Membership, within six (6) months of attaining this age, failing which the facilities of the Club shall be withdrawn from him but he may be introduced as a guest in accordance to these Rules and the Bye-Laws.

(xv) In the event that this option is not exercised after the period of six (6) months of attaining the age of 21 years, the Management Committee shall have the absolute discretion to approve such conversion on condition that the member shall be charged with subscription, levies and other charges back-dated to the date he attained the age of 21 years in addition to a surcharge of up to 100% of the total amount payable.

(xvi) In the event that this option is not exercised after a period of twenty-four (24) months from date the Relevant Person attained the age of 21 years, his right to convert to Ordinary Membership shall cease but he may be introduced as a guest in accordance with the terms and conditions of these Rules and Bye-Laws.

(xvii) Any member, Junior Member or children of members who intends to reside in any country to be specified by the Management Committee which shall from time to time decide, shall not be qualified to make an application under sub-Rule (ii) hereof for Absent Member status.

(xviii) All members, Junior Members or children of members placed on the Absent Members List shall observe the Rules herein contained on the Absent Members, failing which they or the parent/s concerned may be subject to disciplinary proceedings in accordance with the Rules. The General Manager shall notify the member or the parent/s of the Junior Member concerned at the last known forwarding address of any such proceedings, which may proceed in the absence of the member or the parent/s of the Junior Member concerned after notice has been duly given.

(j) **Provisional Membership**

(i) The Management Committee may recommend, accept and/or approve any individual who has the potential to excel in swimming or any sports as a Provisional Member.

(ii) Any person below the age of 21 may apply for this membership.
(iii) This membership shall cease when the member reaches the age of 21 years.

(k) Corporate Term Membership

(i) The Management Committee may at its discretion, accept applications from any company or business registered under the Companies Act or the Registration of Business Act, for membership of Corporate Term Members. Every application shall be made in the form provided for the purpose.

(ii) A Corporate Term Member shall upon the payment of an entrance fee of a sum set out in the Bye Laws or such other sum as the Management Committee shall from time to time prescribe, be entitled to nominate either 2 or 3 persons (who shall be aged 21 years and above) employed by such Member (collectively referred to as “Nominees” and each a “Nominee”) who shall together with his wife and children, subject to the acceptance by the Management Committee, be entitled to utilise the facilities of the Club for the duration of the Corporate Term Membership, subject to these Rules and the Bye Laws and such restrictions or conditions as the Management Committee may from time to time at its absolute discretion impose. A Corporate Term Member who has opted for a Corporate Term Membership entitling him to appoint two Nominees may at its option at any time apply to convert its Corporate Term Membership to one entitling it to appoint three Nominees by paying the difference in entrance fee payable for the new Corporate Term Membership and the entrance fee payable for the Corporate Term Membership originally taken up by such member. A Corporate Term Member’s membership with the Club shall commence on the day (the “Commencement Day”) the Member is notified by the Club of the acceptance of the Member’s application and shall last at the option of the Member for a period of not less than 1 year and not more than 3 years commencing from the Commencement Day, depending on the type of Corporate Term Membership applied for. Upon the expiry of the Corporate Term Membership, the rights of the Corporate Term Member shall immediately cease and the privileges of the Nominees shall also forthwith cease. In the event that a Corporate Term Member seeks to terminate its Corporate Term Membership prior to its expiry, the Club shall refund to the said Corporate Term Member an amount as specified in the Bye-Laws.

(iii) A Corporate Term Member and its Nominees shall not be entitled to vote, attend any general meeting of members or receive notices of the same, hold office as a Management Committee member nor shall a Corporate Term Member be entitled to transfer its membership. A Corporate Term Member may by notice in writing to the Club, terminate the nomination of any Nominee and subject to the payment of a sum of $500.00 or such other amount as may be determined by the Management Committee from time to time, nominate another individual who is employed by the Corporate Term Member as a
substitute Nominee. A Corporate Term Member shall not be entitled
to any share of the assets of the Club upon the dissolution of the Club
pursuant to Rule 42. The rights and obligations of a Corporate Term
Member and its Nominees shall be determined by the Management
Committee from time to time.

(iv) All Nominees, whether original or substituted of a Corporate Term
Member shall be subjected to acceptance by the Membership
Committee and the Management Committee in the manner set out in
Rule 11 and the provisions of Rule 11 shall mutatis mutandis be
applicable as if a Nominee was a candidate applying for membership.

(v) Each Corporate Term Member shall be liable to the Club for the
payment of all entrance fees, nomination fees, liabilities and monies
due on the accounts of its Nominees and/or charges or liabilities
arising as a result of a breach of these Rules and the Bye-Laws by its
Nominees and shall indemnify the Club against all claims, proceedings
or actions made by its Nominees against the Club in respect of any
matter whatsoever.

(vi) The number of Corporate Term Members shall at any point in time be
determined by the Management Committee in its absolute discretion.

(l) Individual Term Membership

(i) The Management Committee may at its discretion, accept applications
from any individual person who is an employment pass holder in
Singapore or a permanent resident of Singapore, for membership of
Individual Term Members. Every application shall be made in the
form provided for the purpose.

(ii) An Individual Term Member shall upon the payment of an entrance of
a sum set out in the Bye-Laws or such other sum as the Management
Committee shall from time to time prescribe be entitled together with
his wife and children to utilise the facilities of the Club for the duration
of the Individual Term Membership, subject to these Rules and the Bye
Laws and such restrictions or conditions as the Management
Committee may from time to time at its absolute discretion impose.
An Individual Term Member’s membership with the Club shall
commence on the day the Member is notified by the Club of the
acceptance of the Member’s application and shall last at the option of
the Member for a period of not less than 1 year and not more than 3
years commencing from the date the Individual Term Member became
a member of the Club. Upon the expiry of the Individual Term
Membership, the rights of the Individual Term Member shall
immediately cease. In the event that an Individual Term Member seeks
to terminate his Individual Term Membership prior to its expiry, the
Club shall refund to the said Individual Term Member an amount as
specified in the Bye-Laws.
(iii) An Individual Term Member shall not be entitled to vote, attend any general meeting of members or receive notices of the same, hold office as a Management Committee member nor shall an Individual Term Member be entitled to transfer his membership. An Individual Term Member shall not be entitled to any share of the assets of the Club upon the dissolution of the Club pursuant to Rule 42. The rights and obligations of an Individual Term Member shall be determined by the Management Committee from time to time.

(iv) A person applying for an Individual Term Membership shall be required to furnish the Club with a letter of reference from his employer containing such details as may be specified from time to time by the Management Committee. An Individual Term Member shall be subjected to acceptance by the Membership Committee and the Management Committee in the manner set out in Rule 11 and the provisions of Rule 11 shall mutatis mutandis be applicable as if the person applying for an Individual Term membership was a candidate applying for membership.

(v) The number of Individual Term Members shall at any point in time be determined by the Management Committee in its absolute discretion.

RULE 6 VOTING RIGHTS AND PRIVILEGES

(a) Only Ordinary, Honorary Life and Life Members may vote at a meeting of general members, stand for election to the Management Committee of the Club or nominate candidates for election to the Management Committee or Club membership.

(b) Except for Visiting and Junior Members all other members may introduce guests to the Club. Nominees of Corporate Term Members may also introduce guests to the Club as though the Nominee was an Ordinary Member.

(c) (i) Upon reaching the age of 21 years a Relevant Person shall convert to Ordinary Membership, within six (6) months of attaining this age.

(ii) The Relevant Person’s conversion to Ordinary Membership shall be subjected to the provisions of Rule 7(b).

(iii) In the event the Relevant Person fails to convert after the said period of 6 months of attaining the age of 21 years, the Management Committee shall have the absolute discretion to approve such conversion on condition that the member shall be charged with subscription, levies and other charges back-dated to the date he attained the age of 21 years in addition to a surcharge of up to 100% of the total amount payable.

(iv) In the event that this option is not exercised after a period of eighteen months from date he attained 21 years, his right to convert to Ordinary
Membership shall cease and the facilities of the Club shall be withdrawn from him but he may be introduced as a guest in accordance with these Rules and the Bye-Laws.

(v) Notwithstanding anything contained in these Rules, only a Junior Member who is a Relevant Person shall be entitled to convert his Junior Membership to an Ordinary Membership.

**RULE 7 TRANSFERABILITY **

(a) A single Ordinary Member, Honorary Life Member or Life Member may jointly together with another single Ordinary Member, Honorary Life Member or Life Member subject to these Rules and the Bye-Laws, transfer his membership jointly together with the other Ordinary Member, Honorary Life Member or Life Member commencing from the Relevant Date. Where the single Ordinary Member, Honorary Life Member or Life Member is unable to locate another Ordinary Member, Honorary Life Member or Life Member to jointly transfer his membership, such member may purchase a single Ordinary Membership directly from the Club at half the then prevailing entrance fee of a family membership, and apply to transfer both the membership jointly. Any Ordinary Member wishing to transfer his membership must first submit the name of the proposed transferee (the “Proposed Transferee”) on the prescribed form to the General Manager for the approval of the Management Committee and the Membership Committee pursuant to Rule 11. The Management Committee may in its discretion reject the Proposed Transferee for membership if the Management Committee is of the opinion that the Proposed Transferee and/or his spouse (if any) does/do not satisfy the requirements set out in Sub-Rule (b) hereof and those set out in the prescribed form.

(b) The Proposed Transferee or any candidate for membership and/or his spouse (if any) shall be 21 years or above and shall not:-

(i) have been convicted of any criminal offence which involved an element of dishonesty or moral turpitude nor have been convicted of any offence relating to public nuisance, misdemeanor for fighting assault, intimidation, rioting or other similar offences;

(ii) have been expelled from any other social club;

(iii) have a bankruptcy order made against him;

(iv) be of unsound mind within the meaning under the Mental Disorders and Treatment Act ( Cap 178 );

(v) enter into a voluntary arrangement with his creditors under the Bankruptcy Act;
have committed any act that is reported in the general or trade press or otherwise achieves general notoriety which involves conduct that is likely to be regarded as illegal, immoral or scandalous and which may discredit the Club through association with the Proposed Transferee;

(vii) have one or more judgements outstanding against him amounting in aggregate to one hundred thousand dollars ($100,000.00) or more which he has been unable to satisfy for more than seven (7) days after a demand has been made; or

(viii) have been declared by the Management Committee or any managing body of any other club, organisation or governmental authority to be persona non-grata, or duly disciplined or reprimanded by any such bodies;

(ix) provided always that the Management Committee has the power to review and may examine the candidate on the true nature of the matter he has failed to satisfy in any of the preceding paragraphs.

(c) If the Management Committee has approved the Proposed Transferee’s application, the Proposed Transferee shall be admitted as an Ordinary Member upon the payment to the Club of:-

(i) A transfer fee (the “Transfer Fee”) of twenty percent (20%) of the prevailing official entrance fee payable for the type of membership obtained by the Proposed Transferee, as determined by the Management Committee from time to time Provided Always that in the event where an Ordinary or Life Member is transferring his membership to one of his children, grandchildren or parent for the first time, no transfer fee is payable, having regard to the provisions of Rule 7(f) below:

However, the second and subsequent transfer of such membership will be subjected to payment of transfer fee.

In the event the Proposed Transferee has not yet attain the age of 21, the Transferee will pay the applicable membership subscription for his or her age group until such time as he or she attains the age of 21. In the event the Transferee is not in a position to pay his or her membership subscription, the transfer may only take place provided that an adult is name to guarantee the discharge of the financial obligations of the Transferee.

(ii) Such sums including all outstanding arrears from subscriptions, levies, and fees as may be determined by the Management Committee in its discretion from time to time.

(d) A Transferor shall only be entitled to transfer his membership upon fully paying up his entrance fee and all fees, levies, subscriptions and other amounts owing to the Club.
Upon a Proposed Transferee being admitted as a member of the Club, all monies standing to the credit of the account of the Transferor including all deposits paid to the Club shall be refunded to the Transferor and the Transferor shall have no rights or claims whatsoever against the Club and the Management Committee.

In the case of a family who wishes to transfer, both spouses must jointly apply to transfer their membership to the same Proposed Transferee and his spouse (if any). If the Proposed Transferee is a single person, then when he marries, he must exercise Option A in accordance with Rule 5(f), without having to pay any entrance fee or conversion fee.

RULE 8 CHILDREN

(a) Members’ children other than the children of Individual Term Members, shall be registered with the Club within six (6) months of each such child attaining the age of three (3) years. Upon being admitted as members of the Club, all such new members other than Individual Term Members, who are parents shall register their children who are above the age of three (3) years with the Club within six (6) months of the parents so being admitted as members.

(b) If the children of members are not registered with the Club pursuant to Sub-Rule (a) above, the said children may still be registered with the Club subject to their parents paying all subscriptions due from the date the children should have been registered with the Club pursuant to Sub-Rule (a) and in addition to a surcharge of up to 100% of the total amount payable.

(c) Notwithstanding the provisions of Sub-Rule (b) above, the children of members shall not be eligible for registration with the Club if they have not been registered with the Club within thirty (30) months from the date such children were supposed to be registered with the Club under Sub-Rule (a) above.

(d) Applicants for membership who fail to declare the full particulars of their children at the time of their application will have their application declared null and void and the applicants may not be eligible to submit future applications for memberships.

(e) A member other than an Individual Term Member, who has a ward under the age of 16 years residing in his household may apply in writing to the General Manager for the ward to make use of the Club facilities. If approved by the Management Committee the Member shall not be required to pay any entrance fee in respect of such ward but shall pay such fees as required under Rule 17(b), subject to any restriction contained in the Rules and Bye-Laws of the Club. Such
wards shall, upon attaining the age of 16 years, cease to enjoy this privilege and shall not be entitled to Junior Membership.

(f) The behaviour and safety of children in the Club is the responsibility of the Member or Nominee in whose household they reside or the member or Nominee who brings them.

(g) Breach by any member of any part of this Rule may subject the member or Nominee to disciplinary proceedings.

**RULE 9  GUESTS**

(a) The following persons shall not be introduced as guests of the Club except with the leave of the Management Committee:

(i) a person who has been expelled as a member of the Club for any reason whatsoever.

(ii) a person whose admission to the Club membership has been declared null and void by the Management Committee.

(iii) a person who has been declared persona non-grata by the Management Committee, or

(iv) a person from whom the privileges of the Club have been withdrawn by the Management Committee.

(b) Any member, other than a Junior or Visiting Member, and any Nominee may introduce into the Club guests provided that the introducer shall:

(i) on the day the guest is introduced and on entering the Club premises, record the full name and address of the guest, as well as his own name and account number, and state the purpose of the visit in the Guest Book.

(ii) pay any guest fee and any other fee for use by his guest of specific Club facilities as the Management Committee may, from time to time decide.

(iii) be liable for all debts incurred by the guest and for the observance of the Rules and Bye-Laws of the Club by the guest.

(c) A person eligible for introduction as a guest to the Club may be introduced as a guest to the Club by a member or a Nominee not more than once in any week and the person having been thus introduced as a guest to the Club may not be again introduced as a guest to the Club by the same member or Nominee or any other member or Nominee in the
same week (one week shall be deemed to be from Monday to Sunday) except with the written permission of the Management Committee.

(d) The Management Committee shall have the power to control or restrict the introduction of guests or withdraw the privileges of the Club from any guest or on any occasion to declare the Club closed to all guests without having to assign any reason thereof.

(e) The Management Committee may, at its discretion and on such terms as it may decide, invite any individual or group of individuals to become guest of the Club.

**RULE 10 APPLICATION FOR MEMBERSHIP AND TRANSFER OF MEMBERSHIP**

(a) Any candidate for Club membership (other than Corporate Term Membership and Individual Term Membership) shall be proposed by two persons (the “Proposers”) each of whom shall be either an Ordinary, or Honorary Life, or Life Member. Any application for the transfer of a member’s membership shall be accompanied by a character reference from at least two Proposers attesting to the character of the candidate. The name of the candidate shall be displayed on the Club Notice Board for a period of one month.

(b) An application for Club membership other than Individual Term Membership by a married person shall not be considered unless accompanied by an application for membership for the spouse.

(c) The Proposers must each have been a member of the Club for at least three (3) years.

(d) The Proposers may be required to introduce the candidate to the Membership Committee in the manner laid down by the Management Committee from time to time.

(e) Until his admission is approved by the Management Committee a candidate for admission shall not be entitled to use the Club facilities except with the written permission of the Management Committee.

**RULE 11 ADMISSION OF MEMBERS**

(a) The Membership Committee shall consist of not less than five members of whom two shall be members of the Management Committee and the remaining of whom shall be Ordinary Members of the Club.

(b) The Membership Committee shall be empowered, subject to these Rules, to adopt such procedures for the admission of members as it may think fit provided always that the admission shall take place at a
meeting of the Membership Committee. The Membership Committee may refuse to admit any candidate. The Club, the Management Committee and the Membership Committee shall in no case be liable to any party whatsoever in the event that the admission of any candidate as a member of the Club is delayed for any reason whatsoever including without limitation the negligence of the Club, the Management Committee and the Membership Committee.

(c) A secret ballot in respect of any of the candidate must be taken at the request of any member of the Membership Committee.

Whenever a secret ballot is to be taken the following procedures shall be followed:-

(i) the candidate’s name shall be affixed to the ballot box.

(ii) each member of the Membership Committee shall place his signature or initials in the ballot record against the name of the candidate at the time of casting his vote.

(iii) two or more dissenting votes shall exclude the candidate from admission to Club membership, and

(iv) the result of the ballot shall be recorded in the ballot record.

(d) Upon full payment of the entrance fee and such deposit as required by the Management Committee within the period of one month from date of his admission a candidate’s name shall be placed on the Club Register. In the case of a Junior Member payment of the entrance fee may be made in instalments as set out in Rule 16.

(e) In the event of a candidate, who was duly admitted to membership, failing to pay the entrance fee together with other monies then due for payment within the time given the candidate’s application for membership shall be deemed to be cancelled.

(f) Notwithstanding the decision of the Membership Committee, the Management Committee may, at its discretion, accept or reject an application for membership or transfer of membership or having regard the provisions in Rule 7(b), or if the candidate is in the opinion of the Management Committee not suitable for membership.

(g) The General Manager shall notify the two (2) Proposers and the candidate of the decision of the Management Committee with regards to the candidate’s admission within seven (7) days thereof.

(h) A candidate who is not admitted to membership or whose application is cancelled by the Management Committee under this Rule shall not be eligible to make a further application until the expiration of one year
or such other period as the Management Committee may at its sole discretion decide, from the date of being notified of such decision.

RULE 12  COMPLAINTS AGAINST CLUB EMPLOYEES

(a) Any complaint as to the conduct of any employee of the Club, whether directly employed by the Club or otherwise, shall be lodged personally or in writing to the General Manager or Duty Manager.

(b) In no circumstances shall an employee of the Club be reprimanded directly by a member other than a member of the Management Committee.

RULE 13  CONDUCT OF MEMBERS

(a) Members and Nominees shall observe and shall procure that their children and guests observe the Rules and Bye-Laws of the Club. Members and Nominees shall conduct and shall procure that their children and guests conduct themselves with decorum and propriety at all times within the Club.

The Management is empowered to refuse entry/service or to require the member/Nominee/guest/child of a member or Nominee to leave the Club or any part thereof if the member/Nominee/guest/child of a member or Nominee should fail to conduct himself with proper decorum or comply with the rules of the particular outlet or the Club.

(b) Any circulation of letters, notes or documentation whether in hard copy or in electronic medium which pertain to matters relating to, having to do with or otherwise concerning the Club, its members, Nominees or the conduct of its members or Nominees (“the circulation”) by members or Nominees without the prior written approval of the Management Committee or the General Manager may be subject to disciplinary action. Any unauthorised or unapproved circulation, whether signed or unsigned by a member or Nominee, shall be dealt with strictly by the Management Committee, including the confiscation of all such copies, and members or Nominees who have taken part in the production, issuance, publication and distribution of the circulation may be subject to disciplinary action under Rule 13, Provided Always that this rule shall not be used to prevent any member from circulating a call for an Extra Ordinary General Meeting.

(c) Any complaint against the conduct of any member, Nominee or child of any member or Nominee of the Club shall be in writing and lodged with the General Manager, or in his absence the Duty Manager. The General Manager shall then proceed with one of the following courses of action within thirty (30) days from the date of receipt of the
complaint or such period extended by the Management Committee:

(i) disregard the complaint and treat the matter closed;

(ii) give a written warning to the member;

(iii) suspend the member for a period not exceeding one (1) month;

(iv) fine the member a sum not exceeding $500.00;

(v) refer the matter to the Disciplinary Panel;

(d) The General Manager must notify the Management Committee on the decision made pursuant to Rule 13(c). The decision of the General Manager shall not take effect until it is ratified by the Management Committee. The Management Committee may ratify or revoke the General Manager’s decision and refer the matter to the Disciplinary Panel.

(e) (i) The Disciplinary Panel shall comprise a maximum of twenty (20) members headed by a Chairman who shall be a qualified lawyer or a legally trained person and be appointed by the Management Committee with the rest of the Disciplinary Panel members being appointed by the Chairman. One of the members shall be a member of the Management Committee.

(ii) Upon receipt of a complaint referred by the General Manager or the Management Committee pursuant to Rule 13(d), the Chairman of the Disciplinary Panel shall refer the complaint to be heard by either a three member or a five member Disciplinary Committee.

(f) The Disciplinary Committee shall comprise:

(i) Chairman of the Disciplinary Committee who shall be a qualified lawyer or a legally trained person;

(ii) two or four members of the Club whether Ordinary, Life or Honorary Life Members (as the case maybe). PROVIDED that one (1) member of the Disciplinary Committee in addition to the Chairman of the Disciplinary Committee must be a qualified lawyer or a legally trained person;

(iii) the Chairman of the Disciplinary Committee and its members are appointed by the Chairman of the Disciplinary Panel from members of the Disciplinary Panel;

(iv) None of the members of the Disciplinary Committee shall be in any way involved or interested in the matter or be related to the member, Nominee or child of any member or Nominee whose conduct appeal is being heard.
The Disciplinary Committee shall have the powers to:

(i) dismiss the complaint on terms as it deems fit; or

(ii) give written warning to such member; or

(iii) impose on such member a fine not exceeding $1,000.00; or

(iv) suspend all or any of the privileges/membership rights of such member for any period not exceeding one (1) year; or

(v) expel such member from the Club; or

(vi) make any order as it deems just and equitable to do so in the circumstances.

Chairman of the Disciplinary Committee shall report to the Management Committee all decisions of the Disciplinary Committee together with details of the case within 30 days of the conclusion of the hearing.

Any member, nominee or child of any member or nominee so expelled shall be declared persona non grata and thereupon shall be prohibited entry into the Club as a guest or otherwise.

The member or Nominee concerned shall be notified of the decision of the General Manager or the Disciplinary Committee and no correspondence shall be entertained except in the case of an appeal under Rule 14.

The Management Committee may at its discretion direct the General Manager to post on the Club’s notice board the name and account number of any member, Nominee or child of any member or Nominee who has been expelled, suspended or otherwise disciplined.

At the proceedings by or against a child of a member or Nominee, the parents or legal guardian shall represent the child.

These rules shall apply to Nominees, children of members or Nominees as they apply to members.

RULE 14 APPEALS

Any member, Nominee or child of a member or Nominee (as the case may be) being dissatisfied with the decision of the General Manager or that of the Disciplinary Committee may within fourteen (14) days of being notified of such decision, appeal in writing to the Appeals Board.
(b) The Appeals Board shall comprise:

(i) Chairman of Appeals Board;

(ii) Four (4) members who shall be Ordinary, Life or Honorary Life Members (as the case may be) appointed by the Chairman of the Appeals Board from the Disciplinary Panel, one (1) of whom must be a qualified lawyer or a legally trained person. PROVIDED that one of these four members must be a member of the Management Committee. This proviso shall not be applicable should the member of the Management Committee decline or disqualify himself from sitting in the Appeals Board by virtue of Rule 14(b)(iv);

(iii) The Chairman of the Appeals Board shall be the Chairman of the Disciplinary Panel or in his absence or in the event of a conflict of interest or if the Chairman of the Disciplinary Panel had sat on the Disciplinary Committee which had previously heard the case, a Chairman appointed by him who shall be a qualified lawyer or a legally trained person;

(iv) None of the members of the Appeals Board shall be in any way involved or interested in the matter or be related to the member, Nominee or child of any member or Nominee whose appeal is being heard.

(c) The Appeals Board shall have the power to:

(i) dismiss the appeal; or

(ii) vary, add or remove all or any of the penalties imposed; or

(iii) make such order as it deems just and equitable to do so in the circumstances.

(d) All the decisions of the Appeals Board shall be reported to the Management Committee.

(e) There shall be no further appeal against the decision of the Appeals Board except against expulsion.

(f) Any member, Nominee or child of a member or Nominee (as the case may be) aggrieved by the decision of the Appeals Board to expel him may within twenty-one (21) days of the notification of such decision, appeal to a meeting of the general members to be convened for this purpose. Notwithstanding Rule 28, such appeal shall be sufficient requisition for a meeting of general members and the Management Committee shall so convene such a meeting not later than sixty (60) days of receipt of the appeal.
(g) Notice of any meeting of general meeting to consider the appeal shall be given in accordance with the provision of Rule 29.

(h) The resolution of the meeting of general members shall be final and binding and no further appeal shall lie from the decision of such meeting to any Court of Law.

RULE 15 CESSATION OF MEMBERSHIP *

(a) Any member may resign his membership by giving written notice to the General Manager. The effective date of resignation shall be the date on which his final account is paid in full.

(b) A member resigning shall be liable for the payment of subscriptions up to and including the month in which the final account is settled.

(c) In the event that a member:-

(i) Is made a bankrupt; or

(ii) Enters into a voluntary arrangement with his creditors under the Bankruptcy Act;

He shall inform the Club in writing within 30 days of the Bankruptcy Order or voluntary arrangement and the Club shall require additional security of not less than $1,000 and a guarantee from a third (3rd) party to protect the Club’s finances and interest within 30 days of being notified.

If the member either fails to inform the Club of his bankruptcy or voluntary arrangement and/or fails to provide the said security and guarantee within the aforesaid prescribed time, the Club shall suspend the membership and/or at the discretion of the Club, sell the membership on such terms and conditions as the Club deems fit.

(d) In the event that a member:-

(i) Has been convicted in a court of law of competent jurisdiction of any offence which involves an element of dishonesty or moral turpitude; and which in the opinion of the Management Committee would if such member were permitted to remain as a member place the Club in disrepute or embarrass the Club in any way;

(ii) Flees the country to escape criminal proceedings; or

(iii) Has become an enemy alien then the membership of such member shall be suspended from the date of the occurrence of such event and
the member shall forfeit all rights and claims upon the Club, its property, and funds.

Notwithstanding the foregoing, the member shall have a grace period of 6 months to transfer his membership to a third party pursuant to Rule 7. In the event that the member fails to transfer his membership within the 6 months grace period, his membership shall cease on the expiry of the said period and he shall not be entitled to transfer his membership nor will he have any membership rights.

(e) In the event that a member:

(i) Resigns from the club pursuant to Rule 15 (a); or

(ii) Has been expelled from the Club pursuant to Rule 13 and/or Rule 14

The membership of such member shall cease and terminate from the date of the occurrence of such event and the members shall forfeit all rights and claims upon the Club, its property and funds and such member shall not in any event be entitled to transfer his membership.

(f) In the event that a Honorary Life, Life or Ordinary Member is married to another Honorary Life, Life or Ordinary Member, the joint membership of both members shall be deemed to be a Family Membership. In the event of the death of a member who has a Family Membership, subject to receipt of written notification to the Club of the death of the deceased member within six (6) months from the date of death, at the option of the surviving spouse:-

(aa) the surviving spouse may solely retain the Family Membership; or

(bb) The Management Committee shall, upon the production of a Grant of Probate or Letter of Administration by the surviving spouse within one (1) year from the date such Grant of Probate or Letter of Administration is extracted from a court of competent jurisdiction, transmit the Family Membership to a person (who has attained 21 years of age) who is a member of the living spouse’s immediate family; or to the legal beneficiary of the estate of the deceased member (who is a person having attained 21 years of age) in the case where the deceased member has no immediate family member, and who has been nominated by the deceased member’s administrator or executor, as the case may be subject to compliance with Rules 15(g)(ii), (aa) and 15(g) (ii), (bb) Provided Always That the Family Membership shall in no case be treated as 2 separate accounts.

(g) On the death of an Honorary Life, Life or Ordinary Member (the “Deceased Member”), who possesses a Family Membership and who does not have a spouse, the Management Committee shall upon the production of a Grant of Probate or Letter of Administration, as the
case may be, transmit without any charge the membership of the Deceased Member to:-

(i) a person (who has attained 21 years of age) of the Deceased Member’s immediate family as nominated by the Deceased Member’s administrator or executor, as the case may be; or

(ii) in the case where the Deceased Member has no immediate family member, the legal beneficiary of the estate of the Deceased Member (who is a person having attained 21 years of age), who has been nominated by the Deceased Member’s administrator or executor, as the case may be, PROVIDED THAT:-

(aa) the nominated person must be acceptable to the Management Committee; and

(bb) the Deceased Member’s administrator or executor, as the case may be, shall be liable for and shall first settle all outstanding moneys due to the Club which would have been payable by the Deceased Member whether at the time of his death or at any time in the future, Provided Further That the Management Committee shall not be required to transmit the membership unless the administrator, the executor, the next of kin or the legal beneficiary of the Deceased Member has notified the Management Committee in writing of the death of the Deceased Member within six (6) months from the date thereof; upon the default of such notification, this Deceased Member’s membership shall be deemed terminated without prejudice to the Club’s rights in respect of any outstanding account. Any cost and expense incurred or to be incurred for effecting such transmission (including the solicitors’ costs of the Club on a full indemnity basis) shall be borne by the administrator or the executor, as the case may be.

(h) On the death of a member whose spouse was an Invitee, the right of the Invitee and Invitee Children to utilise the facilities of the Club as an Invitee shall cease from the date of death of the member. The membership of the member who is deceased shall only be transmitted in accordance with Rule 15(g) in the event that the administrator or executor, as the case may be, of the said member’s estate obtains another single Ordinary Membership on behalf of the estate of the said member within eighteen (18) months from the date of death of the member, in which event it shall be deemed that the said member was in sole possession of a Family Membership.

(i) On the death of a single Honorary Life, Life or Ordinary Member, who is not in possession of a Family Membership, the membership of such member shall terminate on the date of death of such member and shall not be transmitted in accordance with Rule 15(g). However, if the administrator or executor of the estate of such member obtains another single Ordinary Membership on behalf of the estate of the said member within eighteen (18) months from the date of issuance of Grant of
Probate or Letter of Administration of the member, such member shall be deemed to be in sole possession of a Family Membership and the administrator or executor of the estate of the member may transmit the Family Membership in accordance with Rule 15(g). Notwithstanding the foregoing, subject to approval by the Membership Committee, the administrator or executor of the estate may also transfer the aforesaid Membership, subject to Rule 7, within eighteen (18) months from the date of issuance of Grant of Probate or Letters of Administration.

(j) On the death of a member whose spouse was a Lady Member, the membership of the member who is deceased shall only be transmitted in accordance with Rule 15(g) in the event that the administrator or executor, as the case may be, of the deceased member’s estate obtains another single Ordinary Membership on behalf of the estate of the deceased member within eighteen (18) months from the date of death of the member, in which event it shall be deemed that the deceased member was in sole possession of a Family Membership.

(k) In the event of the death of a member who has an Individual Term Membership and who has a spouse, subject to receipt of written notification to the Club of the death of the deceased member within six (6) months from the date of death, at the option of the surviving spouse, the surviving spouse may solely retain the Individual Term Membership. In the event of the death of a member who has an Individual Term Membership who does not have a spouse, the Individual Term Membership shall terminate from the date of death of the Individual Term Member and the Club shall not refund any monies to the estate of the Individual Term Member.

(l) In the event of the death of a Nominee, the right of the spouse and children of the Nominee shall cease from the date of death of the Nominee Provided That the Corporate Term Member shall be entitled to appoint a replacement Nominee in accordance with Rule 5(k)(iii) above.

RULE 16 ENTRANCE FEES / CONVERSION FEES

(a) With effect from 1 March 1994 all applications for membership will only be for Ordinary Membership, Corporate Term Membership and Individual Term Membership, at such fees to be decided by the Management Committee from time to time.

(b) Upon admission to Junior Membership (male or female):

(i) an entrance fee of $500.00 shall be charged through the account of the father or mother as appropriate. If the parent so desires, $100.00 shall be paid upon admission and the balance in four equal monthly instalments of $100.00 each.
(ii) upon attaining the age of 21 years a Junior Member shall pay such sum as may be required to bring his or her payment on account of entrance fee up to the scale of Ordinary Member, current at that date.

(c) The contents of clauses (a) and (b) above notwithstanding, for children whose names were on the Club Register on or before 22 May 1983 the quantum of entrance fee payable shall be:

(i) upon admission to Junior Membership (male or female), an entrance fee of $500.00 shall be charged through the account of the father or mother as appropriate. If the parents so desire, $100.00 shall be paid upon admission and the balance in four equal monthly instalments of $100.00 each.

(ii) upon attaining the age of 21 years a male or female Junior Member shall pay a sum of $1,500.00 for transfer to Ordinary Membership.

(d) The contents of clauses (a) & (b) above notwithstanding, for children whose names were on the Club Register on or before 29 May 1988 the quantum of entrance fee payable shall be:

(i) upon admission to Junior Membership (male or female), an entrance fee of $500.00 shall be charged through the account of the father or mother as appropriate. If the parents so desire, $100.00 shall be paid upon admission and the balance in four equal monthly instalments of $100.00 each.

(ii) upon attaining the age of 21 years a male or female Junior Member shall pay a sum of $5,500.00 for transfer to Ordinary Membership.

(e) The contents of clauses (a) & (b) above notwithstanding, for children whose names were on the Club Register on or before 26 May 1991 the quantum of entrance fee payable shall be:

(i) upon admission to Junior Membership (male or female) an entrance fee of $500.00 shall be charged through the account of the father or mother as appropriate. If the parent so desires, $100.00 shall be paid upon admission and the balance in four equal monthly instalments of $100.00 each.

(ii) upon attaining the age of 21 years a male or female Junior Member shall pay a sum of $9,500.00 for transfer to Ordinary Membership.

(f) The contents of clauses (a) & (b) above notwithstanding, for children whose names were on the Club Register on or before 1st May 1995 the quantum of entrance fee payable shall be:-

(i) Upon admission to Junior Membership (male or female) an entrance fee of $500.00 shall be charged through the account of the father or mother as appropriate. If the parent so desires, $100.00 shall be paid
upon admission and the balance in four equal monthly instalments of $100.00 each.

(ii) Upon attaining the age of 21 years a male or female Junior Member shall pay a sum of either $19,500.00 or the prevailing entrance fee for Ordinary Members at the time the Junior Member exercises the option granted pursuant to Rule 6(c) less a sum of $500.00, whichever is lesser, for transfer to Ordinary Membership.

(g) The contents of clauses (a) & (b) above notwithstanding, for Children whose names were on the Club Register on or before 31 December 1997 the quantum of entrance fee payable shall be:-

(i) Upon admission to Junior Membership (male or female) an entrance fee of $500.00 shall be charged through the account of the father or mother as appropriate. If the parent so desires, $100.00 shall be paid upon admission and the balance in four equal monthly instalments of $100.00 each.

(ii) Upon attaining the age of 21 years a male or female Junior Member shall pay a sum of $24,500.00 or the prevailing entrance fee for Ordinary Members at the time the Junior Member exercises the option granted pursuant to Rule 6(c) less a sum of $500.00, whichever is lesser, for transfer to Ordinary Membership.

(h) Nothing in the foregoing in this Rule shall affect the powers of the Management Committee to implement such discounts or incentive schemes in respect of entrance or conversion fees relating to any class of membership on such terms as the Management Committee may determine from time to time. For the avoidance of doubt, the classes of membership shall include all those referred to in this Rule and in Rule 5.

RULE 17 SUBSCRIPTION AND LEVY*

(a) The subscriptions for each calendar month or part thereof for members shall be:-

(i) Ordinary & Ordinary Member
   (Husband & Wife)
   $85.00

(ii) Ordinary Member
    $50.00

(iii) Lady Member
    $50.00

(iv) Ordinary & Lady Member
     (Husband & Wife)
(v) Ordinary & Invitee
   (Couple)
   $90.00

(vi) Junior Member & Invitee Child who is above the age of 16 years below 21 years.
    $15.00

(vii) Visiting Member
     $150.00

(viii) Life & Invitee
       (Couple)
       $55.00

(ix) Corporate Term Member
     $110.00 for each Nominee and family.

(x) Individual Term Member
    $110.00 for each Member and family.

or at such other sums as may be fixed by the Management Committee from time to time and the members being duly notified of such other sums.

(b) The fee for each calendar month or part thereof for members’ children, including Invitee Children (other than Individual Term Members) and/or wards over the age of 3 and under 16 years resident in Singapore shall be $3.00.

(c) Notwithstanding any decision of the Disciplinary Panel, any member under suspension for breach of Rules shall continue to be liable for payment of subscriptions and Minimum Spending Levy.

(d) The Management Committee shall have the power to suspend a membership or suspend payment of subscription or Minimum Spending Levy on compassionate or other equally deserving grounds as in the case of a member being bedridden or critically ill. In the exercise of this discretion, the Management Committee shall regard each case on its own facts. When suspension is given on compassionate and deserving grounds, such decision shall be displayed on the Club Notice Board and shall be reviewed from time to time.

RULE 18    DEPOSITS

(a) Upon admission to membership a member, other than a Corporate Term Member and Individual Term Member, shall place a deposit of
$100.00 with the Club as security for the payment of all monies due to the Club under his account. Upon nomination by a Corporate Term Member of each Nominee, a Corporate Term Member shall place a deposit of $1,000.00 per Nominee, with the Club as security for the payment of all monies due to the Club under its account. Upon admission to membership of an Individual Term Member, the Individual Term Member shall place a deposit of $1,000.00 with the Club as security for the payment of all monies due to the Club under his account. However, the Management Committee shall have the power to vary the quantum of deposits with the Club from time to time in respect of accounts which, in its sole opinion, warrant adjustment. Such deposit shall not be taken into reckoning the accounts due and rendered monthly under Rule 19.

(b) Deposits shall be refunded subject to set-off against any liabilities due to the Club upon cessation of the Club membership.

(c) The Management Committee shall have the power to make special arrangement from time to time for persons not entitled to sign chits.

RULE 19  MEMBERS’ AND NOMINEE’S ACCOUNT

(a) Accounts shall be rendered monthly to each member (other than a Corporate Term Member) and Nominee and shall be due for payment from each member and Nominee when rendered.

(b) All monies due from a Junior Member shall be charged through the account of the father or mother as appropriate. Only children between the ages of 7 and 16 years shall be allowed to sign chits upon written authorisation by the parent to the General Manager.

(c) All monies due from an Invitee shall be charged through the account of the spouse of such Invitee and both the Invitee and the spouse of the Invitee shall be jointly and severally liable for payment of all such monies due to the Club.

(e) All monies due from a Nominee shall be charged through the account of the such Nominee and both the Nominee and the Corporate Member nominating such Nominee shall be jointly and severally liable for payment of all such monies due to the Club.

(f) The Management Committee may in its sole discretion, implement monthly instalment plan without interest for the settlement and/or payment of entrance fees, conversion fees, upgrading fees or any other fees for any class of memberships Provided Always That the period of such instalment plan does not exceed the total period of seven years.
RULE 20  DEFAULT IN PAYMENT *

(a) Should any member or Nominee fail to pay his account on a timely basis to be determined by the Management Committee, from time to time a finance and admin charge where appropriate may be imposed on a member or Nominee. In addition to the administration fee, the Management Committee may also suspend the credit signing right of the member or Nominee until such time that the member or Nominee places his account on a timely basis in accordance with the Bye-Laws.

(b) A notice from the General Manager (or in his absence his deputy) on behalf of the Management Committee shall be sent to the member and/or Nominee by registered “Addressee Receipt” post informing him and/or it that if payment of his or its account is not received by the Club within the period of seven (7) days (non working days excepted) following the posting of such notice, his or its name shall be posted as a defaulter on the Club Notice Board for the full amount of his or its account at the time of such default, whereupon he or it shall cease to be a member of the Club, but without prejudice to the right of the Club to recover all monies due by him or it to the Club. An administration fee shall be levied for sending such notice, the amount of such fee shall be determined by the Management Committee from time to time.

(c) A defaulter may, on submitting a written explanation of the reasons for non payment of his account satisfactory to the Membership Committee, be reinstated as a member. Reinstatement under this Rule shall be on such terms and conditions as the Membership Committee may determine. However, such application for reinstatement shall only be considered if it is received by the Club not later than twelve (12) months from the date of cessation of membership pursuant to Rule 20 (b) (hereinafter referred to as “Cessation”).

(d) The Management Committee reserves the absolute discretion to reinstate any member whose application has been received after the twelve (12) months from the date of Cessation, provided that the Management Committee may impose any term of reinstatement on the application as it deems fit.

RULE 21  MANAGEMENT *

(a) (i) The Management of the Club shall be vested in a Management Committee consisting of:-

- a President
- a Vice-President
- an Hon. Treasurer
- and 8 Ordinary Management Committee Members
to be elected once every two years. The President, Vice President, Hon. Treasurer and 4 Ordinary Management Committee Members shall be elected to office in the same year and the other 4 Ordinary Management Committee Members elected to office in the alternate year.

(ii) The President, in consultation with the other members of the Management Committee, may appoint the members to oversee the various areas of the Club’s operations and businesses provided that no member may be appointed to oversee the same area of the Club’s operations and businesses continuously for more than two consecutive electoral terms.

(iii) The retiring President shall serve in an advisory capacity on the Management Committee for a period of one year from the date of his retirement as President. He shall have no power to vote on issues to be decided at Management Committee meetings.

(iv) In the event of the office of any member of the Management Committee is vacated before the end of the term, the Management Committee shall have the right to co-opt a member (other than a Corporate Term member or an Individual Term member) or call for election to fill the vacancy. Provided always that if the existing Management Committee comprises less than six (6) elected members, the vacancy shall be filled by election. The tenure of office for the said position shall be for the remaining period of the original term or the next Annual General Meeting whichever is earlier.

No member who is disqualified from standing for election to the Management Committee under Rule 21(a)(viii) shall be co-opted. A co-opted member shall have no power to vote on issues to be decided at Management Committee meetings.

(v) No member shall serve as Hon. Treasurer continuously for more than two electoral terms.

(vi) A candidate for the election to the Management Committee shall have been an Ordinary, Life or Honorary Life Member of the Club for at least two years. The period of Lady Membership for those who had converted shall be counted for the two years specified.

(vii) The Management Committee shall have the power to co-opt not more than two further members. The co-opted members shall have no power to vote on issues to be decided at Management Committee meetings.

(viii) Every candidate for election to the Management Committee must satisfy the requirements set out below:-

1. Shall not have been convicted of any criminal offence which involved an element of dishonesty or moral turpitude nor have been
convicted of any offence relating to public nuisance, misdemeanor for fighting assault, intimidation, rioting or other similar offences;

2. Shall not have been expelled from any other social club;

3. Shall not have a bankruptcy order made against him;

4. Shall not be of unsound mind within the meaning under the Mental Disorders and Treatment Act (Cap 178);

5. Shall not enter into a voluntary arrangement with his creditors under the Bankruptcy Act;

6. Shall not have committed any act that is reported in the general or trade press or otherwise achieves general notoriety which involves conduct that is likely to be regarded as illegal, immoral or scandalous and which may discredit the Club through association with another member;

7. Shall not have one or more judgements outstanding against him amounting in aggregate to one hundred thousand dollars ($100,000.00) or more which he has been unable to satisfy for more than seven (7) days after a demand has been made; or

8. Shall not have been declared by the Management Committee or any managing body of any other club, organization or governmental authority to be persona non-grata, or duly disciplined or reprimanded by any such bodies;

9. Shall not within a period of five (5) years preceding the date of election (provided matters described in paragraph 9(i), (ii) (iii) and (iv) below committed before 30 November 2003 be disregarded for the purpose of determining the eligibility of such candidates) be:-

   (i) Found guilty of misconduct by a duly constituted Disciplinary Committee of the Club and for which he has been suspended from membership of an aggregate duration of 6 months or more or merited expulsion but sentence was reduced by a higher body on appeal; or

   (ii) Found guilty of any charge of misconduct in the Club by a general meeting of members on a charge of misconduct which implies a defect in character; or

   (iii) Placed on the Defaulter List of the Club at least 3 times or have defaulted an aggregate amount of $5,000 or more regardless of the number of occasions of default.
(iv) Issued with a motion of No Confidence by a general meeting of members.

10. Provided always that the Management Committee has the power to review and may examine the candidate on the true nature of the matter he has failed to satisfy in any of the preceding paragraphs

(ix) The office of a Committee Member whether he be elected or co-opted to the Management Committee shall be vacated in any one of the following events:-

(1) If he becomes prohibited from holding such office by reason of any Act of Parliament.

(2) If he resigns by writing under his hand addressed to the Management Committee and delivered to the General Manager.

(3) If he has a bankruptcy order made against him.

(4) If he is found to be of unsound mind within the meaning under the Mental Disorders and Treatment Act (Cap 178).

(5) If he dies.

(6) If he absents himself from 3 consecutive meetings without explanation satisfactory to the Management Committee, but leave of absence for a period not exceeding 60 days may be granted on application to the Management Committee.

(7) If his term of office is terminated in accordance with the provisions of these Rules or

(8) If for any reason whatsoever he ceases to be a member of the Club or if his membership is suspended.

(9) When he offers himself, before the expiry of his term, for election to another office in the Management Committee.

(10) If he has committed or is guilty of any one of those matters specified in sub-paragraph (viii).

(11) If a motion of No Confidence is passed against him by a general meeting of members validly constituted.

(b) The Management Committee shall hold a meeting at least once every month. At each such meeting the General Manager shall submit the latest completed month’s account.

(c) A quorum for a meeting of the Management Committee shall not be less than one half of the total members in the Management Committee.
(d) The President, or in his absence the Vice-President, shall be Chairman of such meetings. In the absence of both, the members present shall elect a Chairman. The Chairman shall have a casting vote.

(e) Any member of the Management Committee who absents himself from three consecutive Management Committee and/or Sub-Committee meetings without explanation satisfactory to the Management Committee shall cease to be a member thereof and shall not be eligible for re-election the following year.

(f) Any member of the Management Committee who attends less than one half of the total number of meetings of the Management Committee during his term of office shall also not be eligible for re-election the following year.

(g) (i) The Management Committee shall have control of the Revenue, Operating and Capital expenditure of the Club subject to its annual Operating and Capital expenditure budgets being approved by a meeting of general members.

(ii) All revenue received by the Club arising from transactions relating to the Club’s membership such as transfer fee, entrance fee, upgrading fee, term membership fee, shall be credited directly to the Club Development Fund the use of which shall require the prior approval of a meeting of general members.

(iii) Management Committee shall have the power to vire approved budgetary expenditure provided that the virement is confined to the budget approved for that department except in case of exigency. Virement from budget of another department shall be highlighted for members’ attention in the annual report of the Hon. Treasurer. Approved capital expenditure may not be vired to the Operating budget even of the same department.

(iv) The Approved capital expenditure shall lapsed if it was not utilized within 12 (twelve) months after it was approved except that the expenditure shall be considered utilized if legally binding commitment for such an expenditure was made within the said 12 (twelve) months period.

(h) The Management Committee shall have the power to engage or dismiss employees of the Club on such terms and conditions as it may determine from time to time.

(i) The Management Committee shall have the power to make Bye-Laws not inconsistent with these Rules or any amendment thereof and to alter or rescind the same. All Bye-Laws alterations and rescission shall be displayed on the Club Notice Board and circulated to members. Such Bye-Laws, alterations and rescissions shall become binding on members after they have been posted on the Club Notice Board for
seven (7) clear days. Such Bye-Laws shall be presented to a subsequent meeting of general members for endorsement.

(j) The Management Committee shall have the power to set and decide on all policies and matters relating to the Club. The Management Committee may not act contrary to the decisions of the General Meeting made in accordance with the rules in this Constitution and always remains subordinate to the General Meetings. The day-to-day administration of the Club shall be delegated to the General Manager and his Management Team.

RULE 22 SUB-COMMITTEES

(a) The Management Committee shall have the power to appoint, dismiss or remove Sub-Committees or Ad-Hoc Committees with such terms of reference as it may from time to time determine.

(b) Each Sub-Committee shall be chaired by a Convenor named in Rule 21 (a) or where there is no named Convenor, then by such member of the Management Committee designated by the Management Committee. Each Sub-Committee shall not exceed a total of 11 members or Nominees to be appointed by the Management Committee.

(c) Every Sub-Committee shall meet as often as it is proper and necessary to fulfil its terms of reference.

(d) The quorum for a meeting of such a Sub-Committee shall not be less than one half of its composition.

(e) Any member of a Sub-Committee absenting himself from three consecutive meetings without satisfactory explanation to the Management Committee shall cease to be a member thereof and shall not be eligible for re-appointment the following year.

(f) Any member of any Sub-Committee who attends less than one-half of the total number of Sub-Committee meetings during his term of office shall not be eligible for re-appointment the following year.

(g) Members of the Sub-Committee shall have no administrative powers unless specifically assigned by the Management Committee.

(h) The Management Committee shall have the power to appoint Ad Hoc Committees with such terms of reference it may from time to time determine and the provisions of the sub para. (b) to (g) shall apply to such Ad Hoc Committees.

(i) The primary role of the Sub-Committees is to:
(i) Assist the Management Committee by providing feedback and recommendations to the Management Committee on policies and their implementation.

(ii) Oversee the expenditure budget of their respective portfolio; and

(iii) Suggest, advise on and support functions and activities for members, in the Club in accordance with these Rules and Bye-Laws.

(j) Every member appointed to the Sub-Committee must satisfy the requirements set out below:-

1. Shall not have been convicted of any criminal offence which involved an element of dishonesty or moral turpitude nor have been convicted of any offence relating to public nuisance, misdemeanor for fighting assault, intimidation, rioting or other similar offences;

2. Shall not have been expelled from any other social club;

3. Shall not have a bankruptcy order made against him;

4. Shall not be of unsound mind within the meaning under the Mental Disorders and Treatment Act (Cap 178)

5. Shall not enter into a voluntary arrangement with his creditors under the Bankruptcy Act;

6. Shall not have committed any act that is reported in the general or trade press or otherwise achieves general notoriety which involves conduct that is likely to be regarded as illegal, immoral or scandalous and which may discredit the Club through association with another member;

7. Shall not have one or more judgements outstanding against him amounting in aggregate to one hundred thousand dollars ($100,000.00) or more which he has been unable to satisfy for more than seven (7) days after a demand has been made;

8. Shall not have been declared by the Management Committee or any managing body of any other club, organization or governmental authority to be persona non-grata, or duly disciplined or reprimanded by any such bodies;

9. Shall not within a period of five (5) years preceding the date of appointment be:

   (i) Found guilty of misconduct by a duly constituted Disciplinary Committee of the Club and for which he has been suspended from membership of an aggregate
duration of 6 months or more or merited expulsion but sentence was reduced by a higher body on appeal; or

(ii) Found guilty of any charge of misconduct in the Club by a general meeting of members on a charge of misconduct which implies a defect in character; or

(iii) Placed on the Defaulter List of the Club at least 3 times or have defaulted an aggregate amount of $5,000 or more regardless of the number of occasions of default; or

(iv) Issued with a motion of No Confidence by a general meeting of members.

10. Provided always that the Management Committee has the power to review and may examine the member on the true nature of the matter he has failed to satisfy in any of the preceding paragraphs.

RULE 23 NOMINATIONS

(a) Only members eligible to hold office and not in any way disqualified under these Rules may offer themselves for nomination as candidates for office.

(b) Nominations of all candidates for office shall be made in accordance with the Bye-Laws on election of Club office bearers and the prescribed form must reach the General Manager not later than 5:00 pm on the third Wednesday before the date of the Annual General Meeting.

(c) No nominations shall be accepted after the closing time.

(d) The General Manager shall display the nominations received on the Club Notice Board immediately after the closing time and shall also post the same to those members eligible to vote not later than seven clear days before the date of the Annual General Meeting together with written statements not exceeding 2 A4 pages (including photographs(s)) from each candidate addressed to the general membership.

(e) If no nomination to fill an office is received by the closing time, nominations for election to unfilled offices may be received at the Annual General Meeting provided candidates so nominated shall give their written consent to the General Manager.
RULE 24 TRUSTEES

(a) The Management Committee shall in relation to the Club’s properties and assets have the power of investments with banks, funds, shares securities or other investments as permitted in accordance with the Trustees Act. The Management Committee shall notify the General Meeting of such investments.

(b) The immovable property of the Club (including all leasehold property) shall be vested in a Trustee Company or a Board of Trustees approved by a meeting of general members.

RULE 25 BANK ACCOUNT

(a) All monies of the Club shall be kept with such Bank or Banks as the Management Committee may determine from time to time.

(b) All cheques drawn on the Club’s accounts shall be signed by the General manager or, in his absence, his deputy and countersigned by the Hon. Treasurer or, in his absence, a Committee Member authorized by the Management Committee.

RULE 26 AUDITORS

(a) The accounts shall, as soon as practicable, after the end of the financial year be audited by a firm of Public Accountants and presented to members for adoption at the Annual General Meeting.

(b) The Club’s Auditors shall be appointed annually at the Annual General Meeting. Should it be necessary to appoint fresh Auditors during the year, such appointment shall be made by the Management Committee without further reference to the general members.

RULE 27 ANNUAL GENERAL MEETING *

(a) The Annual General Meeting shall be held at the Clubhouse on a Sunday not later than 31 May for the following purposes:

   (i) to confirm the Minutes of last Annual General Meeting and that of any EOGM held since and to discuss any matter arising thereof.

   (ii) to receive and approve the Report of the Management Committee and the Club Audited Accounts for the preceding financial year ending 31 January

   (iii) to approve the Operating and Capital Expenditure Budgets for the current financial year and an Interim Operating Budget for the ensuing fiscal year.
(iv) to elect members of the Management Committee in accordance with Rule 32 and the Bye-Laws.

(v) to appoint Auditors for the ensuing year, and

(vi) to transact any other business of which ten clear days’ notice has been given in writing to the General Manager, who shall include all such businesses in the Agenda of the General Meeting provided the items are not defamatory.

(b) Members shall at the commencement of the meeting adopt the Agenda and the order of the discussion of items on the Agenda other than items (i) to (v) of Rule 27 (a).

RULE 28 EXTRA-ORDINARY GENERAL MEETING *

(a) (i) Subject to Rule 29(c), upon receipt by the General Manager of a written requisition duly signed by not less than 250 members eligible to vote, an Extra-Ordinary General Meeting for the purpose consistent with the Rules of the Club shall be convened not later than sixty days from the date of receipt of such requisition.

(ii) Such Extra-Ordinary General Meeting shall be held at a time and place to be determined by the Management Committee. However, such Extra-Ordinary General Meeting shall not proceed and shall be terminated unless a quorum of 300 members are present of which not less than 60% of the members requesting the said meeting are present by half an hour from the time fixed for the meeting.

(iii) If less than 60% of the members requesting the said meeting are present at the meeting where there is a quorum as defined under Rule 30(a), the members may by majority decision vote for the meeting to proceed.

(iv) If such Extra-Ordinary General Meeting does not proceed because of a lack of quorum, each member who had signed the requisition but who failed to be present for such meeting shall pay to the Club a sum of $200 as compensation to the Club for organising Extra-Ordinary General Meeting and the Club may debit such sum from each member’s account Provided Always That the Management Committee may in its absolute discretion decide that a member need not pay the sum of $200 because the member has a justifiable reason for failing to be present at such meeting.

(v) If the meeting proceeds based on majority decision of the members present, those members who signed the requisition, but who failed to attend the meeting are still obliged to pay the sum of $200 Provided Always That the Management Committee may in its absolute discretion decide that a member need not pay the sum of $200 because the
member has a justifiable reason for failing to be present at such meeting.

(b) Extra-Ordinary General Meetings may be called by the Management Committee at any time for whatsoever purpose as it may determine.

(c) Members shall at the commencement of each Extra-Ordinary General Meeting adopt the Agenda and the order of discussion of items on the Agenda.

RULE 29 NOTICE OF MEETINGS

(a) Notice of every meeting of general members shall be posted to all members eligible to vote at least two weeks before the date of the meeting, except in the case of the Annual General Meeting when this notice shall be five weeks. The notice shall specify the time and place that such meeting shall be held as well as such other information as the Management Committee shall deem necessary Provided Always That if such meeting is to be held after another meeting, the notice need only specify that the meeting shall be held after such other meeting. A copy of the notice shall also be displayed on the Club Notice Board for the same period. For avoidance of doubt every such notice of meeting need not specify the agenda for or the matters to be discussed or decided at such meeting.

(b) The accidental omission to give notice of any meeting to or the non-receipt of such notice by any member of the Club shall not invalidate the proceedings at any such meeting.

(c) The agenda of every meeting of general members together with the matters to be discussed or decided shall be displayed on the Club Notice Board not later than fourteen clear days before the date of the general meeting and a copy shall also, at the same time, be posted to all members eligible to vote. Decisions shall be confined to the matters specified in the Agenda.

Where practicable, all discussion papers and/or working papers prepared for and/or to be discussed and/or utilised at any meeting of general members shall be displayed on the Club Notice Board not later than 21 clear days before the date of such general meeting and a copy of the summary of all the discussion papers and/or working papers shall also be posted to all members eligible to vote not later than 21 clear days before the date of such general meeting. If members so request in writing, the actual discussion papers and/or working papers would be mailed to them not later than 14 clear days before the date of such general meeting Provided Always That where such discussion papers and/or working papers are not displayed on the Club Notice Board and/or posted to all members eligible to vote within the aforementioned time period, the Management Committee shall disclose
at such general meeting to the members eligible to vote the reason why it was impracticable to so provide the said working papers and/or discussion papers.

(d) Notice of every regular Management Committee and Sub-Committee meetings shall be posted to committee members or sub-committee members (as the case may be) seven clear days before the meeting except that 24 hours notice shall be given for special meetings other that the regular meetings. All such notices must be posted on the Notice Board at least 4 clear days including the day of the meeting.

RULE 30 QUORUM *

(a) At all meetings of general members, at least three hundred (300) members eligible to vote and who are present at the meeting shall form a quorum.

(b) The quorum will be determined ordinarily by reference to the register of attendance. However, if in doubt, the Chairman of the meeting shall have the power to determine whether a quorum is present by a show of hands of those present at the meeting.

(c) In the event of there being no quorum after a lapse of half an hour from the time fixed for the meeting those present shall form a quorum but they shall have no power to alter, amend or make additions to any existing Rules of the Club. This Sub-Rule does not however, apply to meetings requisitioned by members under Rule 28(a).

RULE 31 CHAIRMAN

(a) At all meetings of general members the President, or failing him the Vice-President or failing both, a member from the floor to be elected by the meeting shall preside.

(b) The President, Vice-President or any member elected as Chairman of a meeting of general members, Management Committee, Sub-Committee, Ad Hoc Committee, shall not preside over the discussions, participate or vote on any resolution of which he is personally involved in any way whatsoever.

RULE 32 VOTING

(a) Only Ordinary, Honorary Life and Life Members personally present at a meeting of general members shall be entitled to vote.

(b) Voting shall ordinarily be by show of hands but a ballot shall be taken if demanded by the majority of members present and eligible to vote.
(c) A declaration by the Chairman of any meeting that a resolution has been carried unanimously or by majority or lost and an entry to that effect in the minutes of that meeting shall be conclusive evidence of the fact without the need for proof of the number or portion of the votes recorded in favour or against that resolution.

(d) The election of office bearers shall be by secret ballot.

(e) At all meetings of general members the Chairman of the meeting shall have a second or casting vote.

(f) To accommodate the number of members desiring to cast their ballot in the election of office bearers, the Management Committee may decide to commence the balloting before the start of the Annual General Meeting provided that the balloting hours shall not commence before the start of Club hours of the day before the General Meeting.

RULE 33 SERVICE OF NOTICES

Any notice required by these Rules or Bye-Laws to be given to a member of the Club may be sent by post or by addressee receipt letter to the last address known to the General Manager and shall be deemed to have been given on the day when such notice or letter is posted.

RULE 34 CHANGE OF ADDRESS

Every member shall immediately communicate in writing any change of address and other particulars required in the application form to the General Manager.

RULE 35 CLUB PROPERTY

No member should take away, or permit to be taken away from the Club premises, except with the written permission of the General Manager, under any pretence whatsoever or shall injure or destroy any property of the Club.

RULE 36 LOST PROPERTY

(a) The Club shall not be responsible for any property left at the Club by members, their children or guests and visitors of the Club.

(b) A list of any property found on the Club premises shall be posted on the Club Notice Board for a period of six months may be disposed of
in such manner as the Management Committee may from time to time decide.

RULE 37 AFFILIATED CLUBS

(a) The Management Committee may, at its discretion, enter into reciprocal affiliation arrangements with other Clubs.

(b) Conditions on use by Reciprocal members:

1. Only reciprocal members with proper introduction and membership cards and their immediate family members may use the Club’s services and facilities.

2. Reciprocal members shall not include Singapore citizens or persons who are ordinarily resident in Singapore.

3. Reciprocal members shall be allowed use of the facilities for a period of one month or a total of 30 days in a calendar year.

4. The Management Committee shall have the power to withdraw the privileges of the Club from any Reciprocal member without having to assign any reason thereof.

5. Reciprocal members shall not represent the Club in any swimming or sports meet.

(c) Notwithstanding paragraph (b) above, the Management Committee may at its discretion enter into reciprocal affiliation arrangements with Clubs in Singapore, subject to terms and conditions to be determined by the Management Committee.

RULE 38 LIMITATION OF MEMBERSHIP

(a) The Management Committee may, at its discretion, limit the number of any category of membership or of the application for membership. Provided Always That the total number of Club accounts shall not exceed 11,000. Should the Management Committee deem it necessary to exceed this ceiling, a meeting of general members shall be convened to obtain members’ approval and this Rule shall only be amended and the ceiling shall only be increased with the approval of seventy five per-cent (75%) of the members present and eligible to vote at such a meeting. For the purpose of this Rule, the word “accounts” shall in the context mean, in the case of a family, one account, and in the case of a single Ordinary and/or single Lady Member, one account, as designated by the Management but shall not in event include that of any Corporate Term Member, a Nominee or an Individual Term Member.
(b) The Management Committee shall have the power to make Bye-laws imposing such conditions as it may deem fit subject to these Rules on any class of membership. Such Bye-Laws shall be presented to a subsequent meeting of general members for endorsement.

RULE 39 INTERPRETATION OF RULES

The Management Committee shall have the power to decide all questions relating to the interpretation of the Rules of the Club and the Bye-Laws made thereunder Provided Always That the Rules shall be interpreted in the interest of the Club as a whole, and its decision upon any question of interpretation or upon any matter affecting the Club and not provided for by these Rules or Bye-Laws shall be final and binding on members.

RULE 40 AMENDMENT OF RULES

(a) These Rules may be added to, repealed or amended by resolution at any meeting of general members and not otherwise.

(b) Notice of any proposed alteration, amendment or rescission shall be posted to all Ordinary, Honorary Life and Life Members of the Club at least fourteen clear days before such meeting of general members and also affixed on the Club Notice Board for the same period.

(c) No alteration in the Rules or objects of the Club shall be enforced or applied until approved in writing by the Registrar of Societies.

(d) The Management Committee shall have the power to amend the Club Bye-Laws. The amended Bye-Laws shall be circulated to all members and shall take effect 14 days after circulation. The amendments shall be presented to a subsequent meeting of general members for endorsement.

RULE 41 LIABILITY OF CLUB

(a) The Club shall not be liable in respect of the death of or personal injuries to any member, his children or guests or visitors of the Club arising in any way out of his membership of the Club or through his or their use or enjoyment of the Club, its amenities, privileges or facilities or otherwise howsoever arising.

(b) The Club shall not be liable for the loss or damage to any article or property whatsoever brought to the Club premises or its compound by a member, his children or guests or visitors of the Club or entrusted to any servant of the Club.
(c) No member shall be entitled to maintain any claim whatsoever, howsoever they may arise, against the Club or the Management Committee in respect of clauses (a) and (b) above.

RULE 42 DISSOLUTION OF THE CLUB

(a) The Club may be dissolved only by a resolution of a meeting of general members convened in accordance with the provisions of these Rules except that the notice for such a meeting shall be 2 months.

(b) Provided always that notwithstanding anything in these Rules contained:

(i) the quorum for such meeting shall be one-tenth of the Club membership eligible to vote; and

(ii) the resolution proposing such dissolution is supported by not less than three-fifths of the total members of the Club eligible to vote, either in person or by proxy at a general meeting convened for that purpose, or by postal vote;

(iii) In the event that there is no quorum the meeting shall be reconvened after a lapse of one month and the notice of such meeting shall be advertised in the local newspapers.

(c) In the event that the Club being dissolved all debts and liabilities legally incurred on behalf of the Club shall be fully discharged and the remaining funds divided equally among the Ordinary, Lady, Honorary Life Member and Life Members except those portions of such remaining fund which are monies earned or identified as income or profit from the use of fruit machines, conduct of bingo sessions or any other approved private lottery as defined under the Private Lotteries Act, Cap. 250, 1985 Ed, which shall be donated to approved charities in Singapore.

(d) Notice of dissolution shall be given within seven days of the dissolution to the Registrar of Societies.

RULE 43 MINIMUM SPENDING LEVY * - RENUMBERED

(a) Any Ordinary Member or Lady Member who is single and who does not over a three month period, spend a minimum sum of S$90.00 on the Club’s food, beverage and banquet facilities (the “Minimum Spending Levy”), will have an amount of S$90.00 or the balance thereof after subtracting the amount spent by the said member (the “Relevant Sum”), debited to the said member’s account, at the end of every third consecutive month.
(b) Any Ordinary Member or Lady Member who is married and who does not over a three month period, jointly together with his or her spouse spend the Minimum Spending Levy, will have the Relevant Sum, debited to the joint account of the said member and his spouse, at the end of every third consecutive month.

(c) Any Honorary Life Member or Life Member who is single and who does not over a three month period, spend a minimum sum of half the Minimum Spending Levy, will have an amount of half the Relevant Sum, debited to the said member’s account, at the end of every third consecutive month.

(d) Any Honorary Life Member or Life Member who is married and who does not over a three month period, jointly together with his or her spouse spend half the Minimum Spending Levy, will have an amount of half the Relevant Sum, debited to the joint account of the said member and his spouse, at the end of every third consecutive month.

(e) Any Nominee or Individual Term Member who does not over a three month period, spend a minimum sum of S$360.00 on the Club’s food, beverage and banquet facilities (the “Term Minimum Spending Levy”), will have an amount of S$360.00 or the balance thereof after subtracting the amount spent by the said Nominee or Individual Term Member (as the case may be), debited to the said Nominee’s account or Individual Term Member’s account member (as the case may be), at the end of every third consecutive month.

(f) The Management Committee is authorized to stagger the amount of the Minimum Spending Levy levied on a member pursuant to Rules 44(a), (b), (c) or (d) and the three monthly period, in order to ease the strain on the Food and Beverage Department.

(g) The Minimum Spending Levy shall continue to be levied on all members, except Absent Members, Honorary Members, Junior Members, Visiting Members and Provisional Members and their spouses and children, unless otherwise decided by the Management Committee as it may determine from time to time having reference to the stages of construction of the Development Project.

**RULE 44  AUDIT COMMITTEE * - NEW RULE**

1) *Appointment of Audit Committee*

The Management Committee shall appoint an audit committee within two (2) calendar months of taking office.
2) **Composition of Audit Committee**

The Audit Committee shall consist of not less than three members with sound relevant financial and/or legal knowledge. They shall appoint the Chairman of the Audit Committee from among themselves. One representative from the Management Committee shall be appointed to sit on the Audit Committee but he shall have no voting right.

A member of the Audit Committee shall have been an Ordinary, Life or Honorary Life Member of the Club for at least two years. The period of Lady Membership for those who have converted shall be counted for the two years specified.

Notwithstanding the above, the following shall not be members of the Audit Committee:

(i) The President of the currently serving Management Committee.

(ii) The Honorary Treasurer of the currently serving Management Committee.

(iii) Any person directly/indirectly involved with the accounting and/or auditing of the Club’s finances.

(iv) Any person who is ineligible to stand for elections to the Management Committee of the club by virtue of Rule 21 (viii) contained herewith.

The quorum for any meeting of the Audit Committee shall be a majority of the members of the Audit Committee.

No member shall serve on the Audit Committee continuously for more than two electoral terms of 2 years.

3) **Frequency of Meetings**

The Audit Committee shall hold a meeting at least once every three months and shall review the latest completed month’s financial statement and other issues brought to its attention or otherwise meet the objectives and discharge the duties of the Audit Committee as herein stated.

4) **Objective of the Audit Committee**

The Audit Committee shall ensure cost effectiveness, independence and objectivity of the appointed External Auditors. It shall also review the effectiveness of the Club’s internal financial control systems and
compliance by management and Management Committee with the Club Rules and Bye-Laws and relevant statutory requirements.

5) **Duties of the Audit Committee**

a) **External Auditors**

To receive a report from the Finance Committee in respect of matters listed in the Rules

To monitor and review the relationship with the external auditors and their independence and objectivity taking into account relevant professional and regulatory requirements.

b) **Financial Reporting**

To monitor the integrity, review and challenge where necessary the annual financial statements (and any other financial statements or forecasts to be issued by the Club) focusing particularly on:

change in accounting policies; unusual transactions and disclosure major judgmental areas; significant adjustments resulting from the audit; valuation issues; compliance with accounting standards and Rules of the Club and other applicable legal requirements

c) **Internal Controls and Risk Management Systems.**

d) **Internal Audit (may hire professionals )** and to conduct any special audit or cause such special audit to be conducted on any aspect of the Club’s operations as requested by the Management Committee or as directed by the general meeting of members.

6) **Reporting Procedures**

The Audit Committee shall report to the Management Committee and shall make recommendations to the Management Committee in respect of its duties contained herein. However in the event that the Audit Committee is of the view that its findings and recommendations are being ignored by the Management Committee against the general interests of the membership, it shall request that such findings and recommendation be placed before a meeting of general members and the Management Committee shall cause a meeting of general members to be convened in accordance with Rule 27 or Rule 28 (b).

All minutes of meetings of the Audit Committee shall be circulated to all members of the Management Committee.
The Committee shall make a statement in the annual report describing how it has discharged its responsibilities and also report on the findings of the effectiveness of the Club’s systems of internal control and provide an explanation of how auditor objectivity and independence is safeguarded.

RULE 45  DISPUTE RESOLUTION CLAUSE * - NEW RULE

1) In the event of any dispute arising amongst members and all disputes, controversies, or differences arising out of or in connection with their membership of the Club and/or the Rules and Bye-Laws of the Club as contained herein, the parties shall attempt to resolve the matter within the Club and if it cannot be settled through direct discussions or mediation through a third party appointed by the Management Committee or in the event of any dispute(s) between members and the Club which was addressed at a duly convened Extraordinary General Meeting, all members of the Club agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the Singapore Mediation Centre for resolution in accordance with the Mediation Procedure, or its equivalent, at the time being in force.

2) Thereafter, any unresolved dispute among members, controversy or claim arising out of or relating to the Rules and Bye-Laws of the Club as contained herein, or breach thereof, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”), or its equivalent, at the time being in force, which rules are deemed to be incorporated by reference in this clause or they may bring the matter to a court of law for determination.