



RULES

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NAME

- 1 a. The name of the Society is The British Club.
- b. The registered place of business of the Club shall be at such address as may be decided upon from time to time by the Main Committee and approved by the Registrar of Societies.

DEFINITIONS

- 2 In these Rules and all Bye-Laws made there under, except where the context otherwise requires:
 - "Term Member" shall be a Member admitted to the Club under Rule 11 and shall be a member with no voting right;
 - "Associate Transferable Member" shall be a Member admitted to the Club under Rule 11 and shall be a Member with no voting rights;
 - "Bye-Laws" shall mean any Bye-Laws made pursuant to Rule 33 of these Rules;
 - "Club" shall mean The British Club;
 - "Corporate Member" shall mean a Member admitted to the Club under Rule 9 with voting rights;
 - "Honorary Member" shall mean a Member admitted to the Club under Rule 14 and shall be a Member with no voting rights;
 - "Life Member" shall mean a Member admitted to the Club under Rule 8 and shall be a Member with voting rights;
 - "Main Committee" shall mean the Committee of Members elected by Voting Members under Rule 23;
 - "Member" shall include all the provisions of Rule 7 and any reference to "Membership" shall be construed accordingly;
 - "Nominee" shall mean a person whose nomination has been registered with the Main Committee under Rule 9 as the representative of a Corporate Member;
 - "Ordinary Member" shall mean a Member admitted to the Club under Rule 10 and shall be a Member with voting rights;
 - "Rules" shall mean the Rules herein contained, as added to, deleted or otherwise amended from time to time;
 - "Reciprocal Member" shall mean a Member admitted to the Club under Rule 13 and shall be a Member with no voting rights;
 - "Secretary" shall mean the person appointed from time to time as Honorary Secretary pursuant to Rule 23 (iii);
 - "Transferable Member" shall mean a Member admitted to the Club under Rule 9 and shall be a Member with voting rights;
 - "Treasurer" shall mean the person appointed from time to time as Honorary Treasurer pursuant to Rule 23 (iv);
 - "Visiting Member" shall mean a Member admitted to the Club under Rule 12 and shall be a Member with no voting rights; and
 - "Voting Member" shall mean any Nominee of a Corporate Member, Life Member, Ordinary Member and Transferable Member and all of whom shall have voting rights.

Words importing the singular shall include the plural and vice versa, and any references to the masculine gender shall include the feminine gender and vice versa, and references to persons shall include natural persons, associations, partnerships and corporations.

INTERPRETATION

- 3** If any difference or dispute shall arise as to the interpretation of these Rules or any Bye-Laws made hereunder, the same shall be referred to the Main Committee for decision and any decision of the Main Committee upon any matter referred to it under this Rule shall be final and binding on all Members.

OBJECTIVES

- 4** The objectives for which the Club is established are:
- a. To provide social and recreational amenities for its Members.
 - b. To promote among Members the education of adults and children generally and in matters economic or cultural, inter alia by the formation, ownership, management or support of schools, libraries the delivery of lectures and addresses, the organization and conduct of debates and discussions and by the issue or distribution of printed publications.
 - c. To promote and organise any scheme of assistance or any scheme for raising and dispensing funds for charitable or benevolent purposes amongst Members or other persons in Singapore and Overseas.
 - d. To organise and manage arrangements and matters of common interest, concern or benefit to Members or any group of persons and to collect and manage funds for the same.
 - e. To purchase, take in exchange or lease, license or hire or otherwise acquire, movable and immovable property of any kind and to sell, exchange, lease or otherwise dispose of the same or any part thereof.
 - f. To construct, maintain, improve or alter any movable or immovable property as may be necessary or convenient for the purpose of the Club, upon such terms and conditions as may be considered expedient.
 - g. To raise or borrow money or to give guarantees or indemnities in order to meet any liabilities or expenditure which may, at any time, be incurred in putting into effect any of the foregoing objectives with or without security and upon such terms and conditions as the Main Committee may consider expedient.
 - h. To affiliate with or become a member of or enter into agreement with any association or club having similar aims and objectives or with which the Main Committee considers it will be in the interest of the Club to seek affiliation.

PATRON

- 5** The Main Committee may appoint one or more distinguished persons who, in the opinion of the Main Committee, will enhance the image and status of the Club to be Patrons of the Club.

MEMBERSHIP

- 6**
- a. Subject as the otherwise provided in these Rules, natural persons who have attained the age of twenty-one years, associations, partnerships and corporations shall, upon approval by the Main Committee, be admitted as Members and upon admission, shall continue to be Members until such Membership shall cease in accordance with these Rules or, in the case of natural persons, in the event of death, whichever shall first occur.
 - b. The Main Committee shall not at any time approve the admission of a person as a Voting Member if such admission would result in the percentage of Voting Members who are British reducing to less than

MEMBERSHIP (Continued)

51% of the total Voting Membership, or if such admission would result in the percentage of Voting Members of a single nationality (other than British) increasing to more than 30% of the total Voting Membership (hereinafter referred to as the “percentage test”). In the event that the above percentages shall be breached as a result of the termination of any existing Voting Membership under these Rules, the Main Committee shall only admit new Voting Members in such a manner as to restore these percentages as soon as practicable. For the purpose of this Rule, “British” shall mean:

- i. Any British citizen;
 - ii. Any natural person, association, partnership or corporation which the Main Committee may, in its absolute discretion, deem to be British for the purpose of this Rule.
- c. In the case of a Corporate Member, the nationality of its Nominee shall be treated as being distinct from that of the Corporate Member nominating him and the percentage test shall, therefore, be applied separately, both to the application for Membership by the Corporate Member and to the individual nominated by the Corporate Member for registration as its Nominee, PROVIDED ALWAYS that the Main Committee shall have the power to waive the application of the percentage test in relation to a Nominee at any time upon such terms and conditions as the Main Committee may deem expedient either generally or in any particular case.
- d. Subject to the provisions of these Rules, the powers of admitting and electing Members shall be vested in the Main Committee, which shall have the power at any time to impose additional restrictions on the admission of new Members and, from time to time. To vary or rescind such restrictions upon terms and conditions as the Main Committee, in its discretion, may think fit.

MEMBER CATERGORIES

7 The Club shall consist of the following classes of Members:

- a. Voting Members divided into the following categories:
 - i. Transferable Corporate Members
 - ii. Life Members
 - iii. Ordinary Members
 - iv. Transferable Individual Members
- b. Non- Voting Members divided into the following categories:
 - v. Term Members
 - vi. Associate Transferable Members
 - vii. Associate (Non Transferable) Members
 - viii. Honorary Members
 - ix. Reciprocal Members
 - x. Visiting Members

LIFE MEMBERS

- 8 a. The Main Committee may, in its discretion, grant to any person who in the view of the Main Committee has made substantive contributions to the Club, a Life Membership upon such terms and conditions as the Main Committee may deem expedient.
- b. A **Life Member** shall not be required to pay further subscriptions and minimum spend levy and shall have the same privileges and be subject to the same restrictions as an Ordinary Member.
- c. Upon acceptance of the Life Membership:
- i. Where the Life Member held an Ordinary or Associate or Associate Life Membership such Ordinary or Associate or Associate Life Membership shall expire:
 - ii. Where the Life Member held a Transferable Membership, the Life Membership shall be in addition to the Transferable Membership and the Life Member shall be free to retain or dispose of the Transferable Membership as he wishes, provided that, during such time as the Life Member shall continue to retain his Transferable Membership which shall be exempt from monthly subscriptions and minimum spend levy, the Life Member shall at times be treated as one Member for the purpose of exercising any of his privileges as a Member; and
 - iii. Where the Life Member was a Nominee, the Life Member shall cease to be a Nominee, and the Corporate Member whom the Life Member represented shall be free to register a new Nominee in his place. The provisions of Rule 10 shall apply to the registration of such new Nominee.
- d. Life Membership, which is neither transferable nor assignable, may be revoked by the Main Committee by a resolution with a unanimous vote, and the Main Committee shall have the absolute discretion to revert the affected member to his former membership category where applicable without assigning any reasons whatsoever providing always that the said former membership category has been retained by the Member.

TRANSFERABLE AND CORPORATE MEMBERS

- 9 a. The Main Committee may, on the application by a natural person who has attained the age of twenty-one years, admit that person as a Transferable Member or, on the application by any association, partnership or corporation, admit that association, partnership or corporation as a Corporate Member. Upon admission, a Transferable Member and a Corporate Member shall each pay an entrance fee and subscription fee, in such amounts as shall from time to time be determined by the Main Committee in its absolute discretion.
- b.
- i. A Corporate Member shall be a corporate entity, partnership, proprietorship, association, society and any other organisation qualified under the Companies and Societies Acts of Singapore.
 - ii. A Corporate Member may acquire and hold more than one Membership and the Corporate Member shall be entitled to nominate one natural person being a partner, director, manager, or other employee of the Member acceptable to the Main Committee as its Nominee in respect of each Membership. Upon the acceptance and registration of the Nominee, the Nominee shall be entitled to enjoy all the privileges of an Ordinary Member to the exclusion of the Corporate Member nominating him.
 - iii. The fee for such nominations shall be determined by the Main Committee from time to time.

ORDINARY MEMBERS

- 10** a. The Main Committee may, on the application by a natural person who has attained the age of twenty-one years, and who is British under the definition of Rule 6 (b) (i) and (ii) elect that person as an Ordinary Member.
- b. Upon election, an Ordinary Member shall pay an entrance fee and subscription fees of such amounts as shall from time to time be determined by the Main Committee in its discretion.
- c. An Ordinary Member shall not be entitled to transfer his Membership, but shall otherwise be entitled to all the privileges set out in Rule 10 (d) below.
- d. The privileges of an Ordinary Member shall be defined as:
- i. The right of voting at General Meetings of the Club;
 - ii. The right of proposing or seconding Members for election to the Main Committee and of standing for election or being appointed or co-opted to serve on the Main Committee or any sub-committee thereof;
 - iii. The right of participating in any distribution of the Club's assets;
 - iv. The right of access to the amenities of the Club;
 - v. The right of introducing guests to the Club in accordance with these Rules; and
 - vi. The right of extending the amenities of the Club to the Member's spouse and children subject to the provisions of Rule 17
 - vii. The right to transpose the Membership to his/her spouse by written request to the Membership Committee and this shall be subjected to the following provisions:
 - a) this transfer is permitted only between the legal spouse (husband/wife) for one change only;
 - b) this transfer is subjected to application and approval of the Membership Committee;
 - c) once the Ordinary member transposed his/her membership to his/her spouse, the spouse will assume the ordinary membership and shall enjoy all rights and privileges as an Ordinary member and;
 - d) the Ordinary member who has transposed his/her membership will enjoy the rights and privileges of use of the Club under Rule 17 (a) and 17 (b).

TERMS AND ASSOCIATE MEMBERS

- 11** a. A person who has attained the age of twenty-one years, lawfully residing in or carrying on a business in Singapore, including resident Singaporeans, shall be eligible to be admitted as an Associate Member. The Main Committee may, on the application by such a person and subject to the payment of the appropriate fees prevailing, admit that person as an Associate Member for a fixed term, each not exceeding two (2) years. The fixed term, on expiry, may be renewed at the request of the member and the approval of the appropriate fees.

TERMS AND ASSOCIATE MEMBERS (Continued)

- b. An Associate Member shall be entitled to all the privileges of Ordinary Membership except:
 - i. The right of voting at general meetings of the Club
 - ii. The right of standing for election or being appointed to serve on the Main Committee of the Club; and
 - iii. The right of participating in any distribution of the Club's assets.
- c.
 - i. A Term Member who is not a British citizen or subject as defined under Rule 6 (b) upon expiry of his fixed term may apply for, and subject to the approval of the Main Committee, be granted Associate Transferable Membership upon paying the prescribed entrance fees determined from time to time by the Main Committee. An Associate Transferable Member shall have the same rights and privileges as a Term Member.
 - ii. Any person who is eligible to join the Club as an Associate Term Member under Rule 12 (a) and is not a British citizen shall also be eligible to apply for Associate Transferable Membership without having to first be an Associate Term Member. The Main Committee shall approve such applications on their own merit and set the entrance fees payable.
 - iii. Associate Transferable Membership shall be transferable under the same terms, conditions and procedures as other transferable memberships of the Club and be subject to the payment of the appropriate transfer fees which shall be determined by the Main Committee from time to time.
 - iv. An Associate Transferable Member shall be entitled to all the privileges and subject to the same obligations and exceptions provided in Rule 11 herein.
 - v. An Associate (Non Transferable) Member shall be entitled to all the privileges and subject to the same obligations and exceptions provided in Rule 11 and sub clauses therein but shall not be transferable.
- d. A Term Member and Associate Transferable Member shall in no way be liable for any debts of the Club.
- e. Term and all categories of Associate Memberships shall pay an entrance fee and monthly subscription of such amounts as the Main Committee may from time to time, in its discretion, decide.

VISITING MEMBERS

- 12** a. The Main Committee may admit as a Visiting Member, subject to payment of such fees or subscription as the Main Committee may determine, any natural person who shall be at least twenty-one years of age, not normally resident in Singapore who is not:
- i. A Singapore citizen;
 - ii. A permanent resident of Singapore;
 - iii. A person who is in Singapore on an employment pass; or a person who has been in Singapore on a social visit pass for an aggregate period of more than three months in any calendar year.
- b. Visiting Members shall have the privileges of Ordinary Members except:
- i. The right of voting at General Meetings;

VISITING MEMBERS (Continued)

- ii. The right of election to the Main Committee;
 - iii. The right of participating in any distribution of the Club's assets; and
 - iv. The right of introducing guests;
 - v. The right of proposing or seconding Members for election to the Main Committee.
- c. No individual shall be a Visiting Member for a period longer than three consecutive months, nor on more than one occasion during any 12 consecutive months, unless the Main Committee shall, in its absolute discretion in any particular case, think fit.
- d. Any Members nominating a Visiting Member shall be jointly and severally liable for all amounts which may be due from such Visiting Member to the Club, if the Visiting Member fails to pay the same after such period and such notice as the Main Committee thinks fit

RECIPROCAL MEMBERS

- 13** a. The Main Committee may enter into reciprocal arrangements with any other clubs wherever established upon such terms and conditions as the Main Committee may, in its absolute discretion, think fit, to enable subject otherwise to the Rules and the Bye-Laws thereunder, the accredited members of such other club or clubs to have the use of the amenities of the Club upon complying with such terms and conditions arranged between the Main Committee and such other club or clubs.
- b. Reciprocal Members shall have the privileges of Ordinary Members except:
- i. The right at voting at General Meetings;
 - ii. The right of election to the Main Committee;
 - iii. The right of participating in any distribution of the Club's assets;
 - iv. The right of introducing guests;
 - v. The right of proposing or seconding Members for election to the Main Committee

HONORARY MEMBERS

- 14** a. The Main Committee may, in its discretion, invite persons who in its view would enhance the Membership profile of the Club, and would be beneficial to the Club, to become Honorary Members for such periods as it may think fit.
- b. An Honorary Member shall not be liable in any way for any debts of the Club, nor be required to pay any subscription or entrance fees.
- c. An Honorary Member shall be entitled to all the privileges of an Ordinary Member, except that he shall not be entitled to vote at General Meetings of the Club, serve on the Main Committee or participate in any distribution of the Club's assets nor have the right of proposing or seconding Members for election to the Main Committee.

ADMISSION OF MEMBERS

- 15** a. An applicant for Membership shall supply his name, signature, age, office and private addresses, occupation, nationality, a Declaration that he is not in breach of any Rules of the Club, which would render him to be disqualified to be a Member of the Club, and any such information as the Main Committee may from time to time require.
- b. Particulars of such application for Membership shall be placed on the Club notice board for not less than one month.
- c. The Main Committee shall have an absolute discretion to notify a candidate at any time, and without assigning any reason, that his application has failed.
- d. The Main Committee shall have the power to waive any of the foregoing requirements of this Rule or in any particular case as the Main Committee deems fit.
- e. The Main Committee shall have the power to restrict the number of Members of any or all classes and also close any or all classes of Membership of the Club whenever the Main Committee deems necessary.
- f. The Main Committee may require a candidate for admission as a Member to be introduced to the Main Committee, and/or to any one of the Main Committee members, and may lay down any procedure for such introductions as it thinks fit.
- g. A successful applicant for Membership shall be called upon to make payment of a sum representing the appropriate amounts payable under Rules 20. The Club shall, upon acknowledging receipt of such payment, notify the applicant that he is entitled to enjoy the amenities of the Club as a Member and provide him with a copy of the current Rules and Bye-Laws of the Club.
- h. An applicant for Membership in respect of whom the Main Committee's decision has been unfavorable will have his application rejected and, except with the consent of the Main Committee, may not apply again for Membership for a period of one year from the date of such unfavorable decision.

RESIGNATION AND EXPULSION OF MEMBERS

- 16** a. Any Member may resign his Membership by giving one calendar month notice in writing to that effect to the Secretary but shall remain liable for all dues up to the date of such resignation.
- b. The Main Committee may request the resignation of any Member if, in its opinion, he has been guilty of any conduct prejudicial to the interests or objectives of the Club or is otherwise unsuitable to continue as a Member. If such Member has not resigned within 30 clear calendar days of delivery of a notice so requesting his resignation, the Main Committee may convene a General Meeting of the Club at which such Member shall be allowed to offer a verbal and/or written explanation of his conduct. Such meeting may, by a vote of not less than two-thirds of the Members voting thereat by ballot and not by show of hands, resolve that such Member shall henceforth cease to be a Member. The Main Committee may, at its absolute discretion, exclude such Member from the Club premises until such General Meeting is held.
- c. Any Member convicted of any serious offence in the opinion of the Main Committee shall cease to be a Member with immediate effect PROVIDED ALWAYS that the effective date of cessation may be deemed to be the date on which the Club became aware of such conviction.
- d. If any Member shall fail to pay his subscription fees and other debts due to the Club within one month of the due date, the Main Committee may suspend the Member from the use of the Club and from the privileges of Membership for such period, not exceeding three months, as the Main Committee, in its

RESIGNATION AND EXPULSION OF MEMBERS (Continued)

absolute discretion, thinks fit. If the suspended Member fails to pay his debts within 30 clear calendar days from the date of suspension, the Main Committee may, if it so resolves, cause his name to be struck from the list of Members, and such Member shall thereupon cease to be a member, but shall be eligible for re-election, if the Main Committee in its absolute discretion sees fit, upon payment of past dues.

- e. The Main Committee may, after enquiry, suspend a Member from the use of the Club and from the privileges of Membership for such period, not exceeding six months, as the Committee, in its absolute discretion, shall think fit. The Main Committee may, by a three-quarter majority vote of members whose votes, if so required, shall be declared or disclosed to the Member concerned, exclude such Member from the Club premises for a period not exceeding two weeks until such enquiry can be held.
- f. The Main Committee shall, in its absolute discretion, determine in any particular case whether any of the circumstances mentioned in Rule 9 shall be grounds for requesting a Corporate Member to nominate a new Nominee under Rule 23 (c) or for expelling, removing or suspending such Corporate Member.
- g. Notice of any General Meeting to consider the expulsion of any Member pursuant to Rule 16 (b) shall be given in accordance with the provisions of Rule 35, and shall specify with reasonable particularity the subject matter of the meeting.
- h. Notwithstanding any other provision of these Rules, a Member or a Nominee shall cease to be a Member or a Nominee, and his name shall be removed from the list of Members or Nominees of the Club, in any of the following events:
 - i. In the event of his death, but subject to Rule 17b; and
 - ii. In the event he becomes an enemy subject under the laws of Singapore.
 - iii. Any Member ceasing to be a Member for any reason shall forfeit all the rights and privileges of a Member in respect of the Club, but he or his estate shall continue to be liable for any liabilities and obligations to the Club undertaken or incurred while he was a Member. In the case of a Corporate Member or Transferable Member, such Member or his personal representatives shall be entitled to transfer his Membership, subject to the provisions of Rule 6 and Rule 9, within a period of six months from the date of such cessation or such further period as the Main Committee may allow in its absolute discretion and, if such Membership has not been so transferred within such period or extended period, if any, he shall forfeit all rights to transfer such Membership and shall have no claim upon the Club or its property or funds.
 - iv. No person who has ceased to be a Member shall have any claim upon the Club property or funds.

USE OF THE CLUB BY SPOUSES AND CHILDREN

- 17** a. The spouse and children of a Member such children being under twenty-eight years of age, and subject to the stipulations that follow, may be admitted to have such use of the amenities of the Club as the Main Committee may from time to time decide at its absolute discretion without payment of any entrance fee, provided that their names shall first have been registered with the Secretary by such Member, who shall be responsible for their compliance with the Rules and Bye-Laws and their liabilities to the Club. Spouses and adult children of Members so registered under this Rule shall be deemed to be Members for the purpose of being appointed as members of sub-committees formed by the Main Committee and shall have the right of access to the amenities of the Club and the right to introduce guests to the Club. Save as aforesaid, spouses and children of members shall not be entitled to any other privilege of a member and shall cease to enjoy such privileges when the member ceases to be

USE OF THE CLUB BY SPOUSES AND CHILDREN (Continued)

a member of the Club or during such period when the member may be suspended from enjoying any of the privileges of Membership.

- b. Notwithstanding the aforesaid, in the event of a Member's death (other than in the case of a Nominee of a Corporate Member), the deceased Member's spouse and children under twenty-eight years of age may be permitted to continue to have such use of the amenities of the Club, subject to such conditions and fees as the Main Committee may from time to time at its absolute discretion decide, provided that any permission granted under this Rule shall expire upon the lodgment by the executor or administrator of the deceased Member's estate of certified true copies of the relevant letters of probate or administration with the Secretary. The deceased Member's spouse shall be liable to the Club for any debts and obligations undertaken or incurred after having been permitted by the Main Committee to continue to have such use of the amenities of the Club.

GUESTS

- 18 All categories of members listed in Rule 7 with the exception of Visiting and Reciprocal Members may introduce guests into the Club in accordance with such terms and conditions as the Main Committee may from time to time, at its absolute discretion, decide provided nevertheless that:
 - i. Subject to the absolute discretion of the Main Committee, no person who has been expelled from the Club or whose candidature for election as a Member shall have been rejected less than one year previously shall be permitted to enter the Club as a guest; and
 - ii. Any Member introducing a guest shall be responsible for the observance by such guests of the Rules and Bye-Laws of the Club.

ABSENT MEMBERS

- 19 a. Any Lifetime Member who is absent or is about to be absent from Singapore may advise the Club of his absence from Singapore. On receipt of such advice and payment of all outstanding sums due to the Club and the appropriate Absent Member fee prescribed under the Bye-Laws, the name of such Member shall be placed on the list of Absent Members during his absence from Singapore for a period of not exceeding one year from the date on which his name is so placed. The corresponding Minimum Spend Levy shall be waived. At the expiration of this period of absence or one year, whichever is preceding, the member shall cease to be a member of the Club unless he has resumed paying his monthly subscription and Minimum Spend Levy, or the Main Committee has approved his continuing to be an Absent Member and providing that the Member renews his absent status within 60 clear calendar days before its expiration upon the terms and conditions as the Main Committee deems expedient.
- b. Every such Absent Member shall give written notice to the Secretary immediately on his return to Singapore.
- c. The Absent Member must at all times update the Club of his current contact details.
- d. An Absent Member who fails either to reactivate his membership by resuming payment of subscriptions and levies immediately upon expiration of his Absent status, or renew his Absent status within 60 clear calendar days before its expiration will risk expulsion at the discretion of the Main Committee.
- e. No monthly subscription is payable for any complete month where the Club approves an absence of not more than two calendar months; in the case of a Corporate Membership, this shall only be applicable to the Nominee where a Nominee is appointed.

ABSENT MEMBERS (Continued)

- f. Where a subscribing Member requests to be placed on the list of Absent Members for a total period of not less than 3 calendar months in any period of 12 consecutive calendar months an Absent Member fee as prescribed in the Bye-Laws is payable in advance upon placing the name of the Member on such list of Absent members. No monthly dues are payable during each complete month the member is on the list of Absent members.
- g. In the event Absent Member reinstates the membership after a period of less than 3 month's absence, the Member shall pay the difference between the monthly subscription due for the 3 months and the Absent Membership fee paid.
- h. Nominees of Corporate Memberships can be placed on the Absent Members list under the same provisions and conditions stipulated in the Rules herein. However after a maximum of one year Absent status, the monthly Club dues will have to be resumed or the Company must nominate a new Nominee.
- i. Absent Members are not permitted to use the facilities of overseas clubs that have reciprocal arrangements with the Club.
- j. Members who are already on Absent status before these rules came into force on 1 April 2012 (as approved at AGM on 29 November 2011) shall enjoy status quo and will not be subjected to the new fees and terms- provided always these Absent Members remain Absent. Once they return to Singapore and reactivate their Club membership, the current rules shall apply to them without exception.

ENTRANCE FEES, SUBSCRIPTIONS AND OTHER DUES

- 20** a. The entrance fees payable by different categories of Members shall be such sums as the Main Committee may from time to time determine.
- b. The entrance fee shall be payable by a candidate when he has been notified by the Secretary of his election as a Member. If the candidate fails to pay the entrance fee within 14 clear calendar days of such notification, the Main Committee may, unless satisfied that there is reasonable cause for the delay, declare the election void.
- c. The monthly or other subscriptions payable by different categories of Members, including a Visiting Member, shall be such sums as the Main Committee may from time to time determine.
- d. The registration fee for a Nominee and transfer fee payable by Corporate Members and Transferable Members shall be such sums as the Main Committee may from time to time determined PROVIDED ALWAYS that, in addition to such fees, all sums due to the Club from the Member seeking approval for a transfer of the registration of a new Nominee shall also be due and payable prior to such transfer or registration.
- e. All monthly subscriptions shall be due on the first day of the month in respect of which the same are payable. Any person becoming a Member, other than an Honorary or Life Member or subject to Rule 19 an Absent Member shall be liable to pay a full month's subscription in respect of any month or part thereof during which he is a Member.
- f. Subject always to the schedule of fees determined under Rule 20 (a) to (d), a complete schedule of such fees shall be maintained by the Management, ratified and signed by the Membership Chairman to be made available to members of the Main Committee or any authorised person at any time.
- g. The schedule of fees authorised under Rule 20 (a) to (d) may not be varied in any quantum or manner for any purpose without the prior written authorisation of Membership Chairman.

MEMBERS' ACCOUNTS

- 21** The Main Committee may at any time call upon any Member to pay a deposit, or any further deposit that the Main Committee may require, forthwith or within such period as the Main Committee may allow so that his Club account shall always be kept in credit. A member who fails to pay such deposit or further deposit by the date set by the Main Committee shall be suspended from all privileges of Membership with immediate effect until payment has been made. The Club may have recourse against any deposit made under this Rule to satisfy any debts or other sums due by the Member to the Club.
- 22**
- a. The account of each Member shall be made up at such time or times as may be directed by the Main Committee, and shall be rendered to the Member either by delivering the same to him by hand or by post to his last known address as furnished by him to the Club pursuant to Rule 6 (d). An account dispatched by post shall be deemed to have been received by the person to whom it is addressed when, in the ordinary course of the post, it would have been delivered.
 - b. In the absence of special directions from the Main Committee, the account of each Member shall be made up at the end of each month and rendered to him in accordance with Rule 22 (a). If the account of any Member shall remain unpaid after the last day of the month in which it is rendered, the name of the Member may be posted for suspension on the Club's notice board and if, at the expiration of 30 clear calendar days from the date of suspension, his account still remains unpaid, the Main Committee may in its absolute discretion take action to expel the Member from the Club.
 - c. The Main Committee may at any time give notice in writing to any Member to put and maintain his account in credit and any Member failing to comply with any such notice within such period as the notice shall specify shall be suspended from all privileges of Memberships until his account is in credit.
 - d. Any Member who has been suspended under Rule 22 (b) and 22 (c) shall not be entitled to vote at any General Meeting of the Club and shall be suspended from serving on the Main Committee or any sub-committees until the suspension is lifted by the Club.

MAIN COMMITTEE COMPOSITION/ MANAGEMENT

- 23**
- a. The Club shall be under the control, management and direction of the Main Committee consisting of 10 Voting Members who shall be elected every year at an Annual General Meeting under Rule 34.
 - b. The Majority of the Members of the Main Committee shall be natural persons ordinarily resident in or within close proximity to Singapore and eligible for election to the Main Committee.
 - c. The majority of the members of the Main Committee shall be British as defined under Rule 6 (b).
 - d. OFFICE BEARERS- The Main Committee shall comprise
 - i. A President who shall be a British Citizen under Rule 6 (b)
 - ii. Two (2) Vice President, one of whom shall be British as defined in Rule 6 (b) and the other who shall be of any nationality
 - iii. An Honorary Secretary who may be of any nationality
 - iv. An Honorary Treasurer who may be on any nationality
 - e. Eligibility of office bearers
 - i. Candidates presenting themselves for election to Main Committee must have served on a

MAIN COMMITTEE COMPOSITION/ MANAGEMENT (Continued)

- sub-committee for at least one valid electoral term.
- ii. Candidate for President shall have served on the Main Committee for at least one valid electoral term.
 - iii. A Main Committee or Sub-Committee Member is deemed to have served a valid electoral term if the Member has attended no less than 75% of the scheduled meetings within each or any of the committees' electoral term unless given a waiver in writing by the Chairman of the relevant committee/sub committee.
 - iv. The President shall be elected by his peers in each respective Main Committee with a simple majority vote, this election to take place immediately or soon after the Main Committee has been elected at the AGM. The President shall assign the various portfolios.
- f. A member of the Main Committee shall cease to be a member of the Main Committee if:
- i. He resigns from the Main Committee;
 - ii. In the interest, and for the benefit, of the Club, the Main Committee shall so resolve by a vote of three-quarters of their number (which shall exclude the member in question) on the grounds that the member has conducted himself in a manner which, in the opinion of the Main Committee, renders him unfit to be a member of the Committee;
 - iii. He shall absent himself from three consecutive meetings of the Main Committee without having been excused by resolution of the Main Committee; or
 - iv. For any cause whatsoever he ceases to be a Member of a Nominee
- g. Subject always to the provisions Rule 23 (b) and (c) the Main Committee shall have the power to co-opt any Voting Member to fill any vacancy in the Main Committee or as an additional member of the Main Committee without reference to a General Meeting provided that the total number of co-opted members shall not exceed five in number and the total number of office bearers in any Main Committee shall not exceed fifteen (15). Any co-opted member to the Main Committee shall hold office until the next Annual General Meeting referred to in Rule 23 (a). Any changes shall be notified to the Registrar of Societies within two (2) weeks of the change. Any Member co-opted to the Main Committee must already be serving on a Sub-Committee or has previously served on Main Committee or a Sub-Committee.

TERM OF OFFICE

- 24** a. The term of office of the following officers is limited to a maximum of three consecutive electoral terms:
1. President
 2. Honorary Treasurer
 3. Chairman of Development, Health & Safety Committee
- b. Notwithstanding the provisions of Rule 24 (a) the President who is hitherto limited to a maximum of 3 consecutive electoral terms may be elected to serve another consecutive term of office if empowered by the Main Committee by a majority vote in a secret ballot, such an extension being made under extenuating circumstances and shall be limited to just one term. Extenuating circumstances in this

TERM OF OFFICE (Continued)

context shall mean either the absence of any other suitable candidate being accepted by the Main Committee in majority vote, or if continuity of office is vital to see through the completion of a critical Club program or project.

- c. A position shall be created on the Main Committee which shall be automatically allocated to the outgoing President at an AGM. The outgoing President may be referred to as the Immediate Past President (IPP). This position, which will carry full voting rights on the MC, will, if filled effectively increase the MC to 11 Members. The election and composition of the MC, as defined under Rule 23 (a) and related Rules will in no way be affected in any respect by the creation of the position of IPP. If, for any reason whatsoever, the IPP does not accept the position on the incoming MC, the position will remain vacant until the next AGM.
- 25**
- a. The Main Committee may make rules for the conduct of its own business and shall meet as often as may be necessary for the dispatch of business and for carrying out the objectives of the Club.
 - b. The President or either of the two Vice Presidents may convene a meeting of the Main Committee of their own volition and the Honorary Secretary shall convene a meeting of the Main Committee at the request of any two members of the Main Committee.
 - c. Decisions of the Main Committee shall be by a majority vote of the members present at the meeting and the Chairman of the meeting shall have a casting vote.
 - d. Majority members of the Main Committee present shall form a quorum.
 - e. At all Main Committee meetings, the President, or in his/ her absence, either of the two Vice Presidents shall preside as Chairman of the meeting.
 - f. A Resolution in writing signed by a majority of the members of the Main Committee, provided the necessary quorum is formed, shall be as effective as a Resolution passed at a Main Committee meeting duly convened and held. Any such Resolution may consist of several documents in like form, each signed by one or more members of the Main Committee, PROVIDED ALWAYS that any approval by a member of the Main Committee by telex, facsimile, email or any other mode of reproducing words by electronic means shall be deemed to come within the provisions of this Rule, notwithstanding that it bears only a printed or facsimile signature.
- 26** The duties of the Main Committee are as follows:
- a. The President shall preside at all General and Main Committee Meetings and shall represent the Club in its dealings with outside persons.
 - b. On the direction of the President, either of the two Vice Presidents shall deputise for the President in the latter's absence.
 - c. The Honorary Secretary shall keep all records, except financial, of the Club and shall be responsible for their correctness. He will keep minutes of all General and Main Committee Meetings.
 - d. The Honorary Treasurer shall direct the maintenance of funds and the collection and disbursement of all monies in line with the budget as approved by the Main Committee on behalf of the Club. He shall be responsible for maintenance of proper accounting records.
- 27**
- a. The investments and immovable property of the Club shall be vested either in Trustees, who shall not exceed four in number, or in a Trust Company, and the Main Committee shall be entitled from time to

TERM OF OFFICE (Continued)

time to make appointments of Trustees, or a Trust Company, or alterations in such appointments as may be necessary. Such Trustees or Trust Company shall have the power to deal with the investments and immovable property of the Club as the Main Committee may direct, including the power to mortgage, charge or otherwise encumber such investments and immovable property or either of them in whole or in part as security for loans or other facilities granted to, or the liabilities of, the Club and the power to sell, exchange, lease or otherwise dispose of the investments and immovable property of the Club or any of them in whole or in part. The Main Committee shall have the power to execute any indemnity in favour of such Trustees or Trust Company in respect of costs or expenses they or it may incur as the Main Committee considers proper and to provide for any fees chargeable by a Trust Company appointed by it under this Rule.

- b. The Main Committee shall have the power, with the consent of the Members in a General Meeting, to direct the Trustees or the Trust Company in whom or in which the Club's investments and immovable property are vested, to mortgage, charge or otherwise cause to be encumbered such of the Club's investments and immovable property as may be necessary to secure loans or other facilities granted to, or the liabilities of, the Club on such terms and conditions as may be deemed expedient.
 - c. The Main Committee shall have the power, with consent of the Members in a General Meeting, to direct the Trustees or the Trust Company in whom or in which the Club's investments and immovable property are vested to sell, exchange, lease or otherwise dispose of all or any of the Club's immovable property on such terms and conditions as may be deemed expedient.
 - d. The Main Committee shall, subject to the provisions of Rule 27b, have the power to deal with the property of the Club as it may, in its discretion, consider desirable for the benefit of the Club.
- 28** The funds of the Club shall be under the control of the Main Committee which shall receive entrance fees, subscriptions and other fees and dues and shall have the power to employ the same at such times and in such manner and for such purposes as it may, in its discretion, consider desirable for the benefit of the Club. The Main Committee may deposit monies in any bank or banks or may invest the same in any investment it may think fit including immovable property and the Main Committee shall not be liable for any loss occasioned by the exercise of its power under this Rule.
- 29** The Main Committee shall set prudent authority limits for operations of bank accounts (whether current or fixed deposit accounts) and ensure that at least two signatories (to be selected from members of the Main Committee and senior managers of the Club) are required for the operations of the bank accounts. No Honorary Treasurer, if elected or appointed under Rule 24, shall serve in that office for more than two successive years.
- 30** The Main Committee may from time to time appoint from among its number or from Members such sub-committees as it may deem necessary or expedient and may depute or refer to them such of the powers and duties of the Main Committee as the Main Committee may determine. In the absence of any directions from the Main Committee, such sub-committees may appoint from among their members a Chairman and such other appointments as may be necessary for the work of such sub-committees. The Chairmen of sub-committees shall periodically report their proceedings to the Main Committee and sub-committees shall conduct their business in accordance with the directions of the Main Committee if so directed.

Sub Committee Members will be under the same obligations of Main Committee. A member of a Sub-Committee shall cease to be a member if:

- He resigns

TERM OF OFFICE (Continued)

- Shall absent himself from three consecutive meetings without obtaining a waiver from the chair of the respective Sub Committee
- 31** The Main Committee shall have the power to employ such person or persons, upon such terms and conditions as they think fit, for all the purposes of the Club and to control and dismiss them.
- 32**
 - a. The Main Committee shall have the power to grant the exclusive use of the Club premises or any part thereof to any Member or group of Members upon such terms and conditions as the Main Committee thinks fit. Notice of such privilege having been granted shall be given to Members by notice at the Club.
 - b. The Main Committee shall also have the power to impose charges on Members upon such terms and conditions as the Main Committee thinks fit, both in relation to any persons admitted as guests pursuant to Rule 18 and in relation to the use of any facilities of the Club by Members.
 - c. The Main Committee in addition to the powers specially conferred upon it by these Rules shall:
 - i. Have control of the finances of the Club, including the power, in its absolute discretion, to invest from time to time the monies of the Club in or upon such stocks, funds, shares, securities or other investments with liberty to vary and transfer the same;
 - ii. Have the power to make purchases for the use of the Club; and
 - iii. Have full power to decide all questions relating to the management of the Club and all questions arising out of or not covered by any Rule or Bye-Law; and have all such other administrative powers as may be necessary for properly carrying out the objectives of the Club in accordance with these Rules.

BYE- LAWS

- 33** a. The Main Committee shall have the power to make Bye-Laws for the regulation of the Club's affairs in conformity with the Rules and for the better conduct and management of the Club.
- b. Such Bye- Laws shall come into effect and be binding upon all Members upon the expiry of a period of seven clear calendar days after they have been posted on the Club's notice board.
- c. The Main Committee may, in its absolute discretion, delegate authority to its individual members and to the management of the Club to require a Member, or his guest, immediately to comply with any Rule or Bye-Law of the Club and, in case of their refusal to do so, to prohibit the entry, or require the immediate departure, of any Member or his guest to or from the premises of the Club on that occasion.

GENERAL MEETINGS

- 34** The supreme authority of the Club is vested in a General Meeting of the members.
- 35**
 - a. An Annual General Meeting of the Club shall be convened by the Main Committee not later than the 30th day of November in every year.
 - b. The business of the Annual General Meeting shall be as follows:
 - i. To receive the Report of the Main Committee on the general affairs of the Club in respect of the previous year;

GENERAL MEETINGS (Continued)

- ii. To received the accounts in respect of the preceding financial year;
 - iii. To elect members of the Main Committee;
 - iv. To appoint auditors, and
 - v. To deal with any other business duly brought before the Meeting in accordance with these Rules
- c. Any Voting Member entitled to vote at any Annual General Meeting and wishing to bring before any Annual General Meeting any other business pursuant to Rule 35 may do so on giving, not less than seven clear calendar days before the date of such meeting, written notice to the Secretary of his intention, specifying the subject in reasonable detail. The Secretary shall put up on the Club's notice board the particulars of such additional business, and the display on the Club's notice board of this notice shall be deemed sufficient notice to Members for the subject matter to be considered at the Annual General Meeting for the purpose of Rule 35.
- d. The Chairman of the Meeting shall allow such other matters to be discussed as he considers germane to any matter properly brought before the Annual General Meeting, on which the Chairman's decision shall be final.
- e. Candidates nominated for election to the Main Committee shall be proposed and seconded by not less than two Voting Members entitled so to do, and the candidates' names shall be posted on the Club's notice board not less than seven clear calendar days before the date fixed for the Annual General Meeting at which they are to stand for election. All nominations must be accompanied by the candidate's written consent to the nomination with a Declaration that he is not in breach of any Rules herein which would result in the cessation of his Membership or disqualify him from being a Member of the Club. All nominations and consents must be delivered to the Secretary not less than seven clear calendar days before the date fixed for the Annual General Meeting at which the candidates are to stand for election. Election of Main Committee members shall be based on a simple majority vote of Voting Members (or their proxies).
- f. No person whose membership is currently under suspension from the Club shall be eligible to stand for any Club election or serve in any committee, sub-committee or section until his/her membership status has been fully reinstated for at least one calendar month prior to the date of any such appointment or election.
- 36** An Extraordinary General Meeting shall be convened by the Main Committee whenever it considers it necessary or desirable and shall also be convened upon the written request of not less than 40 Voting Members who, in such written request, shall specify the matter or matters to be considered.
- 37** The President or either the two Vice Presidents shall be Chairman of all General Meetings of Members. In both their absence, the Voting Members present shall appoint a Chairman from their numbers.
- 38** One-quarter of the Voting Members entitled to vote at a General Meeting or, if that number shall exceed 40 Members, then 40 Voting Members entitled to vote thereat shall constitute a quorum for a General Meeting. No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting commences its business. If within half an hour of the appointed time for the Meeting, a quorum is not present, the Voting Members present shall constitute a quorum but they shall have no power to alter, amend or make additions/ deletions to any of the existing Rules.
- 39** Annual or Extraordinary General Meeting shall be a convened by giving not less than 14 clear calendar days' notice to every Voting Member in accordance with Rule 35, by way of mass email, SMS, the Club

GENERAL MEETINGS (Continued)

website, unless the Member advises the Club in writing that he/ she requires such notices by post. Subject to Rule 35, no matter not specified in the notice convening the Meeting shall be raised or considered without the sanction of the Chairman of the Meeting.

- 40** a. At every General Meeting, every Voting Member present, entitled to vote under these Rules, shall be entitled to one vote. A Corporate Member shall only exercise its rights to vote through its Nominee and shall not be otherwise entitled to exercise such rights. Voting shall be by show of hands unless the Chairman otherwise directs or by secret ballot subject to the agreement of the majority of the Voting Members present.
- b. Every resolution shall be decided by a simple majority of the Voting Members present at any Meeting, save where by these Rules any other majorities are required. Such decisions shall be binding on all Voting Members.
- c. Every Voting Member shall be entitled to one vote, either in person or by proxy. The Chairman of the meeting shall have a casting vote in the event of a tie.
- d. Every Voting Member entitled to vote at a General Meeting may appoint his spouse or any other Voting Member by a duly signed instrument of proxy, in such form as may be approved by the Main Committee from time to time, as his proxy to attend any General Meeting and any adjournment thereof, authorizing such spouse or any other Voting Member to attend and vote thereat in the absence of the Voting Member.

Such instrument of proxy, if appointing a Voting Member who is not his spouse, must be lodged with the Secretary of the Club not less than 48 hours before the time appointed for the holding of the General Meeting or adjourned meeting to which it refers, and in default shall be treated as invalid. A spouse shall be entitled to vote as a proxy without lodging advance notice with the Secretary of the Club.

No Voting Member is permitted to hold more than one proxy. Where a Voting Member holds a proxy, he shall be entitled to one vote in his capacity as proxy for the Voting Member whom he represents in addition to his own vote as a Voting Member, provided that, for the purpose of determining whether there is a quorum for the General Meeting, the Voting Member holding a proxy shall be deemed as one person. Proxies cannot constitute part of the quorum.

ACCOUNTS

- 41** The Main Committee shall cause accounts of its income and expenditure to be kept properly posted and shall prepare a statement thereof and a balance sheet as at the 31st day of July in every year. A copy of such accounts and balance sheet shall be sent to each Voting Member entitled to receive notices before the Annual General Meeting next following that date and shall be considered at such meeting.

AUDITORS

- 42** Firm of public accountants may be elected as Auditors or Honorary Auditors at each Annual General Meeting and will hold office for one year only, but shall be eligible for re-election at the next Annual General Meeting. The Auditors will be required to audit each year's accounts and present a report thereon to the Annual General Meeting. They may be required by the President to audit the Club's accounts for any period within their tenure of office at any date and make a report to the Main Committee.

NOTICES

- 43** a. All Members shall keep the Secretary informed of their office and private addresses and of all changes thereof.

NOTICES (Continued)

- b. Any notice required to be served on any Member under these Rules may be served by posting the notice to his address in Singapore registered with the Secretary and shall be deemed to have been delivered to him on the date following the day on which it was posted. In the case of a Corporate Member, which has appointed a Nominee, any notice to the Nominee shall be addressed to the Nominee care of the Corporate Member's address registered with the Secretary.
- c. A notice convening an Extraordinary General Meeting shall, if the Main Committee so resolves as a matter of urgency be sent by way of the official Club website, mass email or SMS and, in such event, the notice convening such meeting shall be deemed to have been delivered to every Member on the day it was sent.

AMENDMENT TO RULES

- 44** a. The Club shall not amend its rules without the prior approval in writing of the Registrar of Societies.
- b. Any rule may be amended or rescinded and any new rule may be added at any time by a resolution of a two-thirds majority at any General Meeting, provided notices of the proposal to amend, rescind or add to the Rules have been given in the Notice convening the meeting.

MISCELLANEOUS

- 45** a. Unless approved by the Club, no Member shall give any money or gratuity to any employee of the Club.
- b. Any complaint as to the conduct of any employee of the Club shall be made in writing to the Secretary who shall take measures to correct the default, if any, and communicate to the complainant what action has been taken. In no case shall an employee of the Club be reprimanded directly by a Member.
- c. No Member or his guest shall be entitled to maintain any claim whatsoever and howsoever the same may arise against the Club, the Trustee or the Main Committee or any of them in respect of any loss or damage or injury suffered by him on the Club premises.
- d. Any Member breaking or damaging property of the Club shall pay the cost of repairing or replacing the same.
- e. Every Member shall be bound by and shall submit to the Rules and the Bye-Laws of the Club.

CONFLICTS OF INTEREST

46 a. OFFICE HOLDERS

Wherever the President, the Vice-President (External), Vice-President (Internal), the Honorary Treasurer, the Chairman of the Finance sub-committee or the Chairman of the Development sub-committee shall have any conflict of interest or potential conflict of interest between their Main Committee or sub-committee responsibilities and their personal or business circumstances, they shall immediately inform the Honorary Secretary who shall communicate such concern to the Members by letter.

b. MAIN COMMITTEE MEMBERS

A Member shall not be a member of the Main Committee or of any sub-committee of the Club for any period of time during which he holds a position or owns assets which are potentially in conflict with the interests of the Club or where he might obtain a personal financial advantage from that position or those assets arising directly from his Main Committee or sub-committee membership, unless both:

CONFLICTS OF INTEREST (Continued)

- i. The degree of ownership is immaterial in both value and percentage terms, or the position held is insignificant or incidental to the conflict; and
- ii. The potential conflict has been disclosed by the Member to the Main Committee in writing at the first opportunity after it becomes known to him.

For the purposes of this rule the meaning of “immaterial”, “insignificant” and “incidental” shall be judged by the Main Committee in its absolute discretion and there shall be attributed to the Member any position or assets held by his spouse or dependent or independent children.

DISPUTE RESOLUTION

- 47** a. Disputes between Members of the Club shall be strictly resolved among the Members themselves and shall not involve any Committee Member, staff or management of the Club. Should any dispute between Members give rise to disruptions or disturbances to the peace and quiet that all Members are entitled to, the Main Committee may take appropriate disciplinary action against the parties involved.
- b. If a dispute should arise between a Member(s) of the Club and member(s) of the Main Committee or Sub Committee which cannot be resolved by an amicable discussion between the parties involved, the President may appoint an ad hoc Tribunal of three (3) eminent members of the Club acceptable to both disputing parties to mediate and adjudicate an amicable resolution. The decision of this Tribunal shall be final and binding on the disputing parties.
- c. If the attempt at dispute resolution under Rule 47(b) fails and a Member should decide to pursue the matter through any of the facilities offered by Singapore judicial system, be it mediation, Arbitration or the Courts- the said Member shall be suspended as a member until the dispute is finally resolved.
- d. The Main Committee shall seek and act upon legal advice to protect the interests of the Club and its elected officers against frivolous litigation and claims.

INDEMNITIES

- 48** a. The Club shall, at its own expense, maintain an adequate D&O (Directors and Officers) insurance to indemnify its office holders (all Members serving in the Main and Sub-Committees) against all losses and damages they may incur in the performance of their duties with integrity and good faith. The extent of this indemnity shall be governed by the exclusions normally specified in such D&O policies.
- b. The Club shall not indemnify any Member or persons directly from its own assets but shall ensure that all essential insurance is in place and maintained.

PROHIBITIONS

- 49** a. Unless sanctioned by the Club in the form of a social event or duly approved by the Relevant Authorities of Government as an activity licensed to a private members' Club, gambling of any kind, whether for stakes or not, is forbidden on the Club premises.
- b. The consumption of any drugs prohibited in Singapore is not permitted on the Club's premises and a Member may be expelled from the Club if he is found to have consumed such drugs on the Club's premises.

PROHIBITIONS (Continued)

- c. The Club shall not attempt to interfere with or engage in any Trade Union activity as defined in any written law relating to trade unions for the time being in force in Singapore.
- d. The Club shall not hold any lottery, whether confined to its Members or not, in the name of the Club or its office-bearers, Main Committee or Members except for such lottery or other form of gambling which has the approval in writing of any governmental agency having jurisdiction in such manners.
- e. The Club shall not indulge in any political activity or allow its funds or premises to be used for political purposes.
- f. The funds of the Club shall not be used to pay the fines of members who have been convicted in court of law.
- g. The Club shall not raise the funds from the public for whatever purposes without the prior approval in writing of the Assistant Director Operations, Licensing Division, Singapore Police Force and other relevant authorities.

DISSOLUTION

- 50** a. The Club shall not be dissolved except with the consent of not less than three-fifths of the Voting Members resident in Singapore, expressed either in person or by proxy at an Extraordinary General Meeting convened for the purpose.
- b. In the event of the Club being dissolved as provided above all debts and liabilities legally incurred on behalf of the Club shall be fully discharged. Thereafter the Club shall distribute to any charities registered with the Commissioner of Charities the accumulated surpluses arising from its fruit machines which have not been used for the Club's normal annual operating expenses and/or for the acquisition of assets which are considered capital in nature. The funds remaining after such discharge and distribution shall be equally distributed to each of the Voting Member but not including any such Member on the Absent Members' List pursuant to Rule 19 (a).
- c. Notice of dissolution shall be given to the Registrar of Societies within seven clear calendar days of the dissolution.

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