



**CONSTITUTION**  
**KELAB RAHMAN PUTRA**  
**MALAYSIA**

**CONSTITUTION**  
**KELAB RAHMAN PUTRA MALAYSIA**

**CLAUSE 1 NAME**

1. The Association shall be known as

**KELAB RAHMAN PUTRA MALAYSIA**

Hereinafter referred to as "the Association".

2. Meaning of name : **N/A**
3. Level : **Lain-lain**

**CLAUSE 2 ADDRESS**

1. The registered address is

**JALAN BRP 2/1,BUKIT RAHMAN PUTRA,  
47000 SUNGAI BULOH  
SELANGOR**

or at such other place as may from time to time be decided by the Committee; and the postal address is

**JALAN BRP 2/1,BUKIT RAHMAN PUTRA,  
47000 SUNGAI BULOH  
SELANGOR**

2. The registered and postal addresses shall not be changed without the prior approval of the Registrar of Societies.

**CLAUSE 3 OBJECTIVE**

The objectives of the Club shall be:-

(a) to foster mutual goodwill, understanding and friendship by providing opportunities for the Members of all communities to share in social, sporting and recreational activities of all kinds;

(b) to provide its Members with facilities for golf and other sporting and recreational facilities;

(c) to buy, acquire, supply, sell and deal in all kinds of liquors, provisions, food and refreshments required or used by the Members of the Club or other persons privileged to make use of the Club, subject to the prior approval of the competent authority;

(d) to provide accommodation for the benefit of the Members of the Club;

(e) to hire and employ treasurers, secretaries, clerks, managers, servants and laborers and to pay to them and to other persons in return for services rendered to the Club salaries, wages, gratuities and pensions;

(f) to accept from the Government, purchase take on lease or in exchange or otherwise occupy or acquire any land or buildings which may be requisite for the Club and to lease, sell, charge, give in exchange or dispose of the same or any part thereof;

(g) to promote, carry on and conduct provident funds, pension schemes and other propositions of a like nature for the benefit of Employees of the Club and to contribute thereto and to alter, vary, amend, discontinue and wind-up any such provident fund, pension scheme or other propositions;

(h) to promote and hold either alone or jointly with any other association, Club or persons sporting and athletic meetings, competitions and matches, and to offer, give or contribute towards prizes, medals and awards, and to promote, give or support dinners, balls, concerts and other entertainments;

(i) to enter into arrangements for reciprocal privileges and facilities with any other Club or association;

(j) to invest and deal with the monies of the Club not immediately required upon such securities and in such manner as may from time to time be determined;

(k) to borrow or raise and give security for money by charge upon all or any part of the property of the Club or otherwise howsoever;

(l) to subscribe or contribute to charitable, religious, patriotic and other deserving objects provided that not more than RM1,000.00 may be subscribed or contributed to any single such object at one time nor more than a total of RM10,000.00 may be subscribed or contributed in any financial year except with the approval of the Club in General Meeting of which resolution, due notice shall have been given.

## **CLAUSE 4 MEMBERSHIP**

### **4A. Eligibility of Membership**

4.1 Subject to the approval of the General Committee any person who is not less than eighteen (18) years of age and who is not a bankrupt shall be qualified for Membership.

#### 4B. Constitution of Memberships

4B.1 The total Membership of the Club shall not be more than 5500, consisting of not more than 4010 Ordinary Members, 300 Non-Malaysian Ordinary Members, the 6 Life Members existing as at 10th December 2010, 184 Corporate Members, 600 Social Members and 400 Weekday Golfing Members.

4B.2 Subject always to sub-Rule 4B.1, the number of Members to be admitted to the Club shall be in the discretion of the General Committee who may close the list of candidates for Membership.

4B.3 Subject to the total Membership stated at sub-Rule 4B.1, the General Committee may convert the existing/remaining Corporate Membership to Ordinary Membership at their discretion.

#### 4C. Classes of Membership

4C.1 The types of Membership in the Club are as follows:-

- 4C.1.1 Ordinary Membership;
- 4C.1.2 Corporate Membership;
- 4C.1.3 Life Membership;
- 4C.1.4 Social Membership; and
- 4C.1.5 Weekday Golfing Membership
- 4C.1.6 Non-Malaysian Ordinary Membership

#### 4C.2 Equity Members

Only Ordinary Members and Corporate Members and Non-Malaysian Ordinary Members are equity members who shall own the assets and liabilities of the Club.

For the purpose of this Constitution Non-Malaysian Ordinary Membership is a sub category of Ordinary Membership with the difference being this category applies only to Non-Malaysian citizens.

#### 4D. Ordinary Membership and Non-Malaysian Ordinary Membership

##### 4D.1 Ordinary Members and Non-Malaysian Ordinary Members

Subject to the provisions of these Rules and any By-laws, Ordinary Members and Non-Malaysian Ordinary Members shall be entitled at all times to use all the facilities, premises and property of the Club at such charges as shall be determined by the General Committee from time to time.

##### 4D.2 Resident & Absent Members

Ordinary Members shall be divided into categories as follows:-

#### 4D.2.1 Resident Members

Ordinary Members who reside within Malaysia are Resident Members, who are liable to pay the full Subscription Fee.

#### 4D.2.2 Absent Members

(a) An Ordinary Member may be listed as an Absent Member where he expects to be absent from Malaysia for a continuous period of not less than three (3) months subject always that an Ordinary Member shall not be listed as an Absent Member for a collective period of three (3) years or more throughout the entire duration of his Membership.

(b) A Member shall, for the period he remains listed as an Absent Member, be liable to pay such reduced Subscription Fee as shall be determined by the General Committee from time to time for the duration of his absence. The reduced Subscription Fee shall only be applicable for the month immediately following the month in which the Member leaves Malaysia until the month immediately preceding the month in which the Member returns to Malaysia.

(c) An application for such listing shall be made in the following manner:-

- (i) be made not later than thirty (30) days prior to the date of the intended departure;
- (ii) be accompanied by the full payment of the Subscription Fees at the reduced rate for the full three (3) month period of absence and all amounts outstanding in the Member's Account, and
- (iii) be supported by such documentary evidence of the departure as shall be required.

(d) The relevant Member shall be automatically removed from the list of Absent Members upon the expiry of the three (3) month period for which the advance Subscription Fees has been paid. In the event that the Member intends to remain as an Absent Member, he will be required to submit a fresh application in accordance with the provisions above.

(e) In the event that an Ordinary Member has been listed as an Absent Member for a collective period of three (3) years, which Ordinary Member shall no longer be permitted to apply for listing as an Absent Member at any time thereafter and shall be liable to pay the Subscription Fees at the full rate from then onwards.

(f) Notwithstanding that the Member's application to be listed as an Absent Member may have been approved, the General Committee reserves the right to review the matter and require the Member to pay the full amount of the Subscription Fee instead of the reduced amount in the event that the General Committee determines that the circumstances where such that the Member should not be listed as an Absent Member. The discretion of the General Committee is absolute.

#### 4D.3 Application

4D.3.1 Admission to Ordinary Membership shall be made by way of application in

the prescribed form.

4D.3.2 The admission of Ordinary Members shall be decided by the General Committee, whose discretion is absolute.

4D.3.3 The Club shall, as soon as the application has been considered and decided by the General Committee, inform the candidate of such decision. In the event that the application is approved the Club shall request him to pay the amount due in respect of the Membership Fee.

4D.3.4 Upon payment of the Membership Fee in full, the applicant's name shall be entered in the register of Ordinary Members, whereupon he shall be an Ordinary Member and be entitled to the full privileges of such Membership. If the applicant fails to pay his Membership Fee or any installments thereof as shall be permitted by the General Committee under sub-Rule 4D.4.2 within such times as shall be determined by the General Committee, all payments made on application shall be forfeited and the application shall be deemed to be rejected and all privileges (if any) enjoyed by him shall immediately cease.

#### 4D.4 Ordinary Membership Fee

4D.4.1 The Membership Fee for Ordinary Membership shall be the sum of RM 120,000 or such other sum as may be determined by the General Meeting from time to time. Any variation to the Membership Fee for Ordinary Membership shall be effected by way of an amendment to these Rules.

4D.4.1.1 Notwithstanding Constitutional Rule 4D.4.1 above, Ordinary Membership that has been terminated by the Club under Constitutional Rules 6A.10 may be transferred to another person by the General Committee at prices at the discretion of the General Committee in accordance to prevailing market prices which may be below RM 120,000. The price will be inclusive of transfer fee in accordance to Constitutional Rules 4J.1.2.

4D.4.2 The General Committee may allow any Membership Fee referred to herein to be paid in installments at such times as shall be determined in its discretion.

4D.4.3 No refund of the Membership Fee for Ordinary Membership shall be allowed.

#### 4E. Social Membership

##### 4E.1 Social Members

Subject to the provisions of these Rules and any By-laws, Social Members shall be entitled at all times to use all the facilities (except golfing), premises and property of the Club at such charges as shall be determined by the General Committee from time to time. Social Members shall have the right to attend and observe General Meetings where they may contribute their opinions and views but are not eligible to participate in any voting during General Meetings.

## 4E.2 Resident & Absent Members

Social Members shall be divided into categories as follows:-

### 4E.2.1 Resident Members

Social Members who reside within Malaysia are Resident Members, who are liable to pay the full Subscription Fee.

### 4E.2.2 Absent Members

(a) A Social Member may be listed as an Absent Member where he expects to be absent from Malaysia for a continuous period of not less than three (3) months subject always that a Social Member shall not be listed as an Absent Member for a collective period of three (3) years or more throughout the entire duration of his Membership.

(b) A Member shall, for the period he remains listed as an Absent Member, be liable to pay such reduced Subscription Fee as shall be determined by the General Committee from time to time for the duration of his absence. The reduced Subscription Fee shall only be applicable for the month immediately following the month in which the Member leaves Malaysia until the month immediately preceding the month in which the Member returns to Malaysia.

(c) An application for such listing shall be made in the following manner:-

(i) be made not later than thirty (30) days prior to the date of the intended departure;  
(ii) be accompanied by the full payment of the Subscription Fees at the reduced rate for the full three (3) month period of absence and all amounts outstanding in the Member's Account, and  
(iii) be supported by such documentary evidence of the departure as shall be required.

(d) The relevant Member shall be automatically removed from the list of Absent Members upon the expiry of the three (3) month period for which the advance Subscription Fees has been paid. In the event that the Member intends to remain as an Absent Member, he will be required to submit a fresh application in accordance with the provisions above.

(e) In the event that a Social Member has been listed as an Absent Member for a collective period of three (3) years that Social Member shall no longer be permitted to apply for listing as an Absent Member at any time thereafter and shall be liable to pay the Subscription Fees at the full rate from then onwards.

(f) Notwithstanding that the Member's application to be listed as an Absent Member may have been approved, the General Committee reserves the right to review the matter and require the Member to pay the full amount of the Subscription Fee instead of the reduced amount in the event that the General Committee determines that the circumstances where such that the Member should not be listed as an

Absent Member. The discretion of the General Committee is absolute.

#### 4E.3 Application

4E.3.1 Admission to Social Membership shall be made by way of application in the prescribed form.

4E.3.2 The admission of Social Members shall be decided by the General Committee, whose discretion is absolute.

4E.3.3 The Club shall, as soon as the application has been considered and decided by the General Committee, inform the candidate of such decision. In the event that the application is approved the Club shall request him to pay the amount due in respect of the Membership Fee.

4E.3.4 Upon payment of the Membership Fee in full, the applicant's name shall be entered in the register of Social Members, whereupon he shall be a Social Member and be entitled to the full privileges of such Membership. If the applicant fails to pay his Membership Fee or any installments thereof as shall be permitted by the General Committee under sub-Rule 4E.4.2 within such times as shall be determined by the General Committee, all payments made on application shall be forfeited and the application shall be deemed to be rejected and all privileges (if any) enjoyed by him shall immediately cease.

#### 4E.4 Social Membership Fee

4E.4.1 The Membership Fee for Social Membership shall be the sum of RM 8,000.00 or such other sum as may be determined by the General Meeting from time to time. Any variation to the Membership Fee for Social Membership shall be effected by way of an amendment to these Rules.

4E.4.2 The General Committee may allow any Membership Fee referred to herein to be paid in installments at such times as shall be determined in its discretion.

4E.4.3 No refund of the Membership Fee for Social Membership shall be allowed.

#### 4F. Weekday Golfing Membership

##### 4F.1 Weekday Golfing Members

Subject to the provisions of these Rules and any By-laws, Weekday Golfing Members shall be entitled at all times to use all the facilities (except golfing on weekends), premises and property of the Club at such charges as shall be determined by the General Committee from time to time. Weekday Golfing Members shall have the right to attend and observe General Meetings where they may contribute their opinions and views but are not eligible to participate in any voting during General Meetings.



## 4F.2 Resident & Absent Members

Weekday Golfing Members shall be divided into categories as follows:-

### 4F.2.1 Resident Members

Weekday Golfing Members who reside within Malaysia are Resident Members, who are liable to pay the full Subscription Fee.

### 4F.2.2 Absent Members

(a) A Weekday Golfing Member may be listed as an Absent Member where he expects to be absent from Malaysia for a continuous period of not less than three (3) months subject always that a Weekday Golfing Member shall not be listed as an Absent Member for a collective period of three (3) years or more throughout the entire duration of his Membership.

(b) A Member shall, for the period he remains listed as an Absent Member, be liable to pay such reduced Subscription Fee as shall be determined by the General Committee from time to time for the duration of his absence. The reduced Subscription Fee shall only be applicable for the month immediately following the month in which the Member leaves Malaysia until the month immediately preceding the month in which the Member returns to Malaysia.

(c) An application for such listing shall be made in the following manner:-

(i) be made not later than thirty (30) days prior to the date of the intended departure;  
(ii) be accompanied by the full payment of the Subscription Fees at the reduced rate for the full three (3) month period of absence and all amounts outstanding in the Member's Account, and

(iii) be supported by such documentary evidence of the departure as shall be required.

(d) The relevant Member shall be automatically removed from the list of Absent Members upon the expiry of the three (3) month period for which the advance Subscription Fees has been paid. In the event that the Member intends to remain as an Absent Member, he will be required to submit a fresh application in accordance with the provisions above.

(e) In the event that a Weekday Golfing Member has been listed as an Absent Member for a collective period of three (3) years that Weekday Golfing Member shall no longer be permitted to apply for listing as an Absent Member at any time thereafter and shall be liable to pay the Subscription Fees at the full rate from then onwards.

(f) Notwithstanding that the Member's application to be listed as an Absent Member may have been approved, the General Committee reserves the right to review the matter and require the Member to pay the full amount of the Subscription Fee instead of the reduced amount in the event that the General Committee determines that the circumstances were such that the Member should not be listed as an

Absent Member. The discretion of the General Committee is absolute.

#### 4F.3 Application

4F.3.1 Admission to Weekday Golfing Membership shall be made by way of application in the prescribed form.

4F.3.2 The admission of Weekday Golfing Members shall be decided by the General Committee, whose discretion is absolute.

4F.3.3 The Club shall, as soon as the application has been considered and decided by the General Committee, inform the candidate of such decision. In the event that the application is approved the Club shall request him to pay the amount due in respect of the Membership Fee.

4F.3.4 Upon payment of the Membership Fee in full, the applicant's name shall be entered in the register of Weekday Golfing Members, whereupon he shall be a Weekday Golfing Member and be entitled to the full privileges of such Membership. If the applicant fails to pay his Membership Fee or any installments thereof as shall be permitted by the General Committee under sub-Rule 4F.4.2 within such times as shall be determined by the General Committee, all payments made on application shall be forfeited and the application shall be deemed to be rejected and all privileges (if any) enjoyed by him shall immediately cease.

#### 4F.4 Weekday Golfing Membership Fee

4F.4.1 The Membership Fee for Weekday Golfing Membership shall be the sum of RM12,000.00 or such other sum as may be determined by the General Meeting from time to time. Any variation to the Membership Fee for Social Membership shall be effected by way of an amendment to these Rules.

4F.4.2 The General Committee may allow any Membership Fee referred to herein to be paid in installments at such times as shall be determined in its discretion.

4F.4.3 No refund of the Membership Fee for Weekday Golfing Membership shall be allowed.

#### 4G. Corporate Membership

##### 4G.1 Registers

There shall be kept a register of Registered Corporations and a register of Nominees.

##### 4G.2 Application

4G.2.1 Any incorporated company with a registered office and carrying on business in Malaysia and such other bodies (whether incorporated or unincorporated and not

being individuals) as shall be determined by the General Committee from time to time as being eligible to become a Registered Corporation, may, if they wish to become a Registered Corporation, apply on the prescribed form. Such application shall be considered by the General Committee who may approve or reject the same without giving any reason for such decision.

4G.2.2 The Club shall, as soon as the application has been considered and decided by the General Committee, notify the applicant of such decision. In the event that the application is approved, the Club shall request the applicant to pay the amount due in respect of the Corporate Fee.

4G.2.3 Subject to Rule 4G.3.1, upon payment of the Corporate Fee in full, the applicant's name shall be entered into the Registrar of Registered Corporations and the applicant shall be deemed to be a Registered Corporation for the purposes hereunder, and the name of the Nominee shall be entered in the Register of Nominees, whereupon the Registered Corporation shall be deemed to have exercised its Corporate Right, and the Nominee shall be deemed to have been admitted as a Corporate Member.

4G.2.4 If the applicant fails to pay the Corporate Fee, within thirty (30) days from the date of notification by the Club or in the case of any installments thereof as shall be permitted by the General Committee pursuant to sub-Rule 4G.3.2 within such times as shall have been determined by the General Committee, all payments made on application shall be forfeited and the application shall be deemed to be rejected and all privileges (if any) enjoyed by the Nominee shall immediately cease.

#### 4G.3 Corporate Right, Corporate Fee and Nominee

4G.3.1 A Registered Corporation's right to nominate an individual to be a Corporate Member shall be called a "Corporate Right". For each Corporate Right, the Registered Corporation shall be entitled to nominate one Corporate Member. A Corporate Member shall be a person eligible to become a Member of the Club pursuant to these Rules. Each Registered Corporation may hold such number of Corporate Rights as the General Committee may approve. Save for such Corporate Right, a Registered Corporation shall have no voice or vote in the affairs or management of the Club or any other right whatsoever.

4G.3.2 The Corporate Fee payable for each Corporate Right shall be the sum of RM 150,000 or such other sum as may be determined by the General Meeting from time to time, which determination shall then be effected by way of an amendment to these Rules. The General Committee may allow any Corporate Fee to be paid in installments at such times as shall be determined in its discretion. No refund of the Corporate Fee shall be allowed.

4G.3.3 A Registered Corporation shall be entitled to exercise its Corporate Right upon full payment of the Corporate Fee. The Corporate Right shall be valid so long as the relevant corporation remains a Registered Corporation.

4G.3.4 A Registered Corporation may change its current nominee with any other

person approved by the General Committee, subject to the payment of such fee as shall be determined by the General Committee from time to time.

#### 4G.4 Rights and Liabilities of a Corporate Member

4G.4.1 A Corporate Member shall enjoy all the rights and privileges of and be liable in the same manner as an Ordinary Member.

4G.4.2 The Registered Corporation sponsoring the Corporate Member shall, at all times, be responsible for the payment of outstanding bills incurred by its Nominee.

#### 4H. Life Membership

4H.1 All those provisions applicable to Ordinary Membership as set out in Rule 4 hereof shall apply mutatis mutandis in relation to Life Membership, save and except that Life Members are exempt from payment of the monthly Subscription Fee.

4H.2 The Membership Fee for the Life Membership shall be RM20,000.00 or such other sum as may be determined by the General Meeting from time to time. Any variation to the Membership Fee for Life Membership shall be effected by way of an amendment to these Rules. The General Committee may allow any Membership Fee referred to herein to be paid in installments at such times as shall be determined in its discretion.

4H.3 Save and except for the presently existing 6 Life Memberships, no further Life Memberships shall be permitted or created by the Club.

#### 4I. Privileged Persons

4I.1 Privileged persons may be admitted

Persons, other than Ordinary, Corporate, Life, Social and Weekday Golfing Members, referred to collectively as "privileged persons" may be admitted to the privileges, facilities and amenities of the Club.

4I.2 Classes of privileged persons

Privileged persons shall be divided into the following classes:-

- (a) honorary Members;
- (b) invited Members;
- (c) reciprocal Members;
- (d) family Members;
- (e) guests;
- (f) visiting guests.

4I.3 Honorary Members

4I.3.1 The General Committee may honorees cause to be elected any person to be an honorary Member of the Club. Subject to this Rule 4I, an honorary Member and his family shall enjoy all amenities and facilities of the Club and shall pay no entrance fee or subscription.

#### 4I.4 Invited Members

4I.4.1 The hospitality of the Club may be extended by the General Committee to distinguished persons to such extent and over such period as the General Committee may think fit.

#### 4I.5 Reciprocal Members

4I.5.1 The General Committee may enter into reciprocal arrangements with any other Club or Clubs upon such terms and conditions as the General Committee may think fit.

4I.5.2 The Members of any such other Club, while visiting in the State of Selangor or the Federal Territory of Kuala Lumpur may be reciprocal Members of the Club, and such reciprocal Members shall be entitled to enjoy and make use of the amenities and facilities of the Club upon and after complying with such terms and conditions arranged between the General Committee and such other Club.

4I.5.3 No Member of any such other Club residing in the State of Selangor or the Federal Territory of Kuala Lumpur shall be entitled to be a reciprocal Member of the Club.

#### 4I.6 Family Members

4I.6.1 Spouses of Members and Members' children shall be permitted to the Club house and shall be permitted to take part in sporting and other recreational activities or pastime promoted by the Club and to use the Club's swimming pool unless provided to the contrary by the Club, provided that any restriction applicable to the Member shall apply to his spouse and children as the case may be.

4I.6.2 The General Committee may impose a fee payable by Members in respect of the use of the Club by their spouse and children.

#### 4I.7 Guests

4I.7.1 Members and their spouses shall have the privilege of introducing guests into the Club subject to the Rules and By-laws made by the General Committee or the sub-committees.

4I.7.2 The General Committee may impose a fee payable by Members for introducing guests.

4I.7.3 A Member or Member's spouse introducing a guest to the Club shall, on each day on which such guest is in the Club, enter the name and address of such guest

in the book provided for that purpose.

#### 4I.8 Visiting Guests

4I.8.1 The General Committee may, on the introduction of an Ordinary, Life or Corporate Member and subject to such terms and conditions as may be imposed by the General Committee permit any person temporarily residing in the State of Selangor or the Federal Territory of Kuala Lumpur to become a visiting guest of the Club for a period not exceeding three (3) months in any one (1) calendar year and at a subscription per month or part thereof as fixed by the General Committee.

4I.8.2 A visiting guest shall be entitled to enjoy such facilities of the Club as may be permitted by the General Committee but he shall not enter for any competition or inter-Club matches and shall not be entitled to introduce a guest to the Club.

4I.8.3 The Member who introduces the visiting guest shall be responsible for any debt to the Club incurred by such guest including any subscription payable by the visiting guest.

4I.8.4 The introduction of the visiting guest shall be made on a prescribed form signed by the introducing Member who shall be responsible for the observance of such visiting guest of the Rules and By-laws of the Club.

4I.8.5 The General Committee may at any time withdraw the privileges and facilities of the Club from such visiting guest notwithstanding sub-Rule 4I.8.2.

#### 4I.9 Privileges

4I.9.1 Privileged persons shall have no voice or vote in the affairs or management of the Club and shall not be eligible to be a Member of the General Committee or of any Sub-Committee of the Club.

4I.9.2 Privileged persons shall be bound by the Rules, By-laws and other regulations of the Club for the time being in force and unless otherwise stated, be subject to the same restrictions as Ordinary Members.

4I.9.3 Privileged persons shall also conform to the lawful requirements and directions of the General Committee, who has the sole and absolute discretion in imposing the same.

4I.9.4 No privileged person shall be entitled to propose or second any person for Membership of the Club unless otherwise expressly provided by the Rules.

4I.9.5 No privileged person shall be entitled to play in any competition or tournament limited to Ordinary, Corporate, Life, Social and Weekday Golfing Members of the Club unless it is otherwise provided in the conditions of such competition or tournament.

4I.9.6 The General Committee shall have power to withdraw from any privileged

person individually or from any class of privileged persons as a class either for a definite period or indefinitely all or any of the privileges accorded to such privileged persons or class of privileged persons.

#### 4J. Transfer of Memberships

4J.1 Subject to sub-Rule 4J.2, all Memberships other than Life Memberships are transferable subject to the following:-

4J.1.1 the approval by the General Committee of the proposed transferee;

4J.1.2 the payment of a transfer fee of RM6,000.00 for transfer of one Ordinary Membership to another Ordinary Membership and two (2) times the said transfer fee, equivalent to RM12,000.00 for the transfer of either one Ordinary Membership OR one Non-Malaysian Ordinary Membership to one Non-Malaysian Ordinary Membership, RM1,000.00 for Social Membership and RM1,500.00 for Weekday Golfing Membership;

4J.1.3 settlement of all outstanding dues owing to the Club by the relevant Member.

4J.2 In relation to a transfer of Memberships between spouses or between a parent and his or her child, the transfer fee payable pursuant to sub-Rule 4J.1.2 shall be the sum of RM1,000.00 or such other sum as shall be determined by the General Committee from time to time.

#### 4K. Transmission of Memberships

4K.1 Subject to sub-Rule 4K.3, in the event of the death of an Ordinary, Social or Weekday Golfing Member, his personal representative shall be entitled to nominate a person to be the Member in place of the deceased Member, subject however to the approval of the General Committee of such nomination.

4K.2 Subject to sub-Rule 4K.3, in the event of the death of a Life Member, his personal representative shall be entitled to nominate a person to be the Member in place of the deceased Life Member, subject however to the approval of the General Committee of such nomination and the nominee so approved shall become an Ordinary Member only.

4K.3 Any nomination by the personal representative of the deceased Ordinary, Social, Weekday Golfing or Life Member shall be made within a period of twelve (12) months from the date of the death of such deceased Member or such other extended period as may be granted by the General Committee, in failure of which the Membership held by such deceased Member shall be forfeited by the Club. In the event that the personal representative of such deceased Member shall be desirous of extending the period permitted under this sub-Rule for the nomination of a person in place of such deceased Member, he shall apply to the General Committee in writing settling out his reasons for such extension together with any

supporting documents required by the General Committee, and such application may be approved with or without conditions or rejected by the General Committee in their absolute discretion.

4K.4 Pending the transmission of the Memberships pursuant to this Rule 4K, the living spouse and the children of the deceased Member as stipulated in this Rule 4K, shall be permitted to continue to use and enjoy the privileges of the Membership provided that all dues owed by the deceased Member to the Club shall have been first settled and the spouse shall be liable for all monthly Subscription Fees and charges incurred thereafter.

#### 4L. Liabilities of Members

4L.1 A Member introducing a guest or visiting guest shall be liable for all debts and other liabilities to the Club which may have been incurred by the guest or visiting guest as such during the period of his introduction.

4L.2 Every Member shall in addition to the debts and liabilities to the Club which may be incurred by the Member be liable for all debts and other liabilities to the Club which may be incurred by the Member's spouse and children.

### **CLAUSE 5 RESIGNATION AND TERMINATION**

5.1 A Member shall cease to be a Member of the Club upon the occurrence of any of the following events:-

5.1.1 in the case of Corporate Memberships, a winding up order is made against the relevant Registered Corporation, in which event; the Corporate Right of the Registered Corporation shall ipso facto be forfeited.

5.1.2 if he is convicted of any criminal offence which is in the opinion of the General Committee of a serious nature rendering him unsuitable to be a Member of the Club, or adjudged bankrupt or makes a composition or arrangement with his creditors or has a trustee appointed for the benefit of his creditors.

5.1.3 if his Membership shall have been transferred or transmitted pursuant to Rule 4J or Rule 4K respectively.

5.1.4 if his Membership shall have been terminated pursuant to sub-Rules 6A.10 or 21.8.

5.1.4A if a Member's action causes Rule 5.1A to come into operation in his case.

5.1.5 'If the Ordinary, Social or Weekday Golfing Member is unable to use and enjoy the privileges, facilities and amenities of the Club due to Ordinary, Social or Weekday Golfing Member's physical and/or mental impairment which is certified by a qualified medical practitioner acceptable to the General Committee, then:-



a) The General Committee shall have the discretion to waive, with or without condition, the monthly subscription for a maximum of six (6) continuous months or upon recovery of the Ordinary, Social or Weekday Golfing Member from his physical and/or mental impairment, whichever is earlier subject to:-

(i) authorized representative applying to the General Committee in writing stating his reasons for the waiver, and

(ii) the Ordinary, Social or Weekday Golfing Member or his authorized representative producing a medical report from the qualified medical practitioner.

b) Upon the General Committee's waiver of the monthly subscriptions, the privileges for usage of the Club facilities accorded to the Privileged Members of the said Ordinary, Social or Weekday Golfing Member shall be suspended.

c) During this period, if the Ordinary, Social or Weekday Golfing Member and/or his Privileged Member utilize the privileges of Membership at the Club and/or affiliated Clubs, the temporary waiver of the Ordinary, Social or Weekday Golfing Member's subscription shall recommence from the month of usage.

5.1A Without prejudice to the operations of Rule 24.2, any Member who commences or institutes any legal or other action, proceedings or process other than those expressly provided for in Rule 21 prior to having complied and exhausted all remedies / avenues under the Rules and or Club By-Laws, shall, ipso facto, immediately and automatically cease to be a Member of the Club.

5.2 The name of the Member so ceasing to be a Member shall be removed from the register of Members of the Club. In respect of Corporate Memberships, both the names of the Registered Corporation and the Nominee shall be removed from the Register of the Registered Corporations and the Register of Nominees respectively.

5.3 There shall be no refund of the Membership Fee upon the cessation of any Membership.

## **CLAUSE 6 SOURCE OF INCOME**

6A. Subscription Fees, Other Charges and compulsory payments and/or contributions/levies & Members Account

6A.1 Subject to sub-Rule 4D.2, sub-Rule 4E.2 and 4F.2, the Subscription Fee payable by Ordinary and Corporate Members shall be RM120.00 per month, Social Members shall be RM60.00 per month and Weekday Golfing Members shall be RM100.00 per month.

6A.2 Life Members are by virtue of sub-Rule 4H.1 exempt from payment of any Subscription Fee

6A.3 The Subscription Fee shall become due on the first day of the month in which the applicant's application is approved by the General Committee and of every

succeeding month thereafter.

6A.4 The Members at General Meeting shall have the absolute discretion, from time to time, to vary or fix the Subscription Fee or any other compulsory payments and/or contributions/levies which are a source of income for the Club.

6A.5 Any Member who is suspended from Membership pursuant to these Rules herein shall have no right to use or enjoy any privileges accorded to such Membership, or to attend or vote at any meetings but shall continue to pay the Subscription Fee and be liable for all outstanding sums due to the Club.

6A.6 The accounts of Members shall be made up at the end of every month and shall become due and payable, whether presented or not, on the first day of the ensuing month, provided always that:-

6A.6.1 the General Committee may at any time, by notice in writing require any Member to settle his account forthwith and upon the issuance of such written notice, such account and all debts owed to the Club incurred subsequently thereto shall become due and payable; and

6A.6.2 the written notice referred to above may be given by posting it prominently in the Club or otherwise as the General Committee may decide, to the intent that all Members shall keep their accounts in credit or shall not exceed a stated debit or shall otherwise maintain their accounts as the General Committee shall decide, and

6A.6.3 that nothing contained in this sub-Rule 6A.6 shall prevent the General Committee from introducing systems of payment by cash or by coupons or by such other systems of payment as may from time to time appear desirable.

6A.7 The General Committee may at any time in writing notify any Member whose account is in debit that until his account has been settled in full, he may not incur any further liability to the Club. If any Member so notified shall before payment of all monies due by him to the Club incur further liability, the General Committee may proceed under sub-Rule 6A.8 to suspend the Membership of such Member.

6A.8 If any Member shall fail to pay any monies due to the Club for a period of one (1) calendar month after the same shall have become due or if, having been notified under sub-Rule 6A.6, he shall fail for a period of fourteen (14) days to pay the same, the General Committee may cause the name of such Member to be posted as a defaulter in a conspicuous place or places in the Club. No Member posted as a defaulter shall until full payment of all monies due to the Club has been made be allowed any of the privileges of the Club, and unless such payment be made within twenty-eight (28) days after the date of such posting, such Member immediately thereafter be deemed as suspended from Membership.

6A.9 A Member whose Membership is suspended under sub-Rule 6A.8 but has not been terminated pursuant to sub-Rule 6A.10, may be reinstated at the discretion of the General Committee, subject to the payment of a reinstatement fee determined by the General Committee, such late payment charges and additional security

deposit of such sums as shall be determined by the General Committee from time to time.

6A.10 A Member whose Membership is suspended under sub-Rule 6A.8 shall transfer his Membership within twelve (12) calendar months of his suspension in accordance with the provision of this Constitutional Rules. If he does not transfer his Membership within the said period, the Club shall have the right to terminate his Membership without reference to him.

#### 6B. Club Development Fund

6B.1 A fund known as the Club Development Fund shall be formed pursuant to which the monies in such fund may be utilized by the Club for meeting the capital expenditures of the Club.

6B.2 All persons admitted as new Members of the Club after March 31, 2001 shall pay the sum of RM1,000.00 towards the Club Development Fund as an additional levy.

6B.3 For the purposes of this Rule, a “person admitted as a new Member of the Club” shall mean a person who has been admitted as a Member of the Club pursuant to a transfer of Membership or the acquisition of a new Membership, other than a transmission of Membership under Rule 4K.

6B.4 The General Committee shall, subject to the prior approval of the Members at a General Meeting, have the power to make, alter, add, vary or repeal any By-laws regulating the use of the monies in the Club Development Fund on such terms as they deem fit.

### **CLAUSE 7 GENERAL MEETING**

#### 7.1 Annual General Meeting

The Annual General Meeting of the Club shall be held after the end of each financial year but no later than the end of April in each year, upon a date and at a time to be fixed by the General Committee, for the following purposes:-

7.1.1 to receive the report of the General Committee for the preceding year on the affairs of the Club;

7.1.2 to receive and, if approved, pass the audited accounts for the year ending December last preceding;

7.1.3 to elect the President, Vice-President, Captain and Members of the General Committee (only during Election Year);

7.1.4 to elect the Auditors and to fix their remuneration ; and

7.1.5 to transact any other business of which due notice in accordance with Rule 7.8 shall have been given;

and shall be conducted in such manner as the General Committee shall in its discretion deem fit.

## 7.2 Extraordinary General Meeting

7.2.1 The General Committee may convene an Extraordinary General Meeting of the Club whenever they deem it expedient.

7.2.2 The General Committee shall convene an Extraordinary General Meeting of the Club upon receipt of a written requisition signed in that behalf by not less than one hundred (100) Members with voting rights stating the reason for convening such meeting.

7.2.3 If within forty (40) days of receipt of the requisition referred to in sub-Rule 7.2.2 the General Committee does not proceed to cause an Extraordinary General Meeting to be held, the requisitioning Members may themselves convene a meeting within thirty (30) days thereafter.

## 7.3 Notice of General Meetings

7.3.1 Notice of every General Meeting, specifying the business to be dealt with, shall, not less than twenty-one (21) days before the date of the meeting to be held, be posted in a prominent place or places in the Club and published online in the Club secured website or secured social media.

7.3.2 In the case of the Annual General Meeting, a copy of the duly audited statement of accounts and balance sheet of the preceding year together with the report of the General Committee, whether in printed material and or soft copy sent via email (upon requests) or digitally and viewable in the Club secured websites, shall accompany such notice of the General Meeting and be posted as provided in sub-Rule 7.3.1.

## 7.4 Chairman

7.4.1 The President, or in his absence the Vice-President, or in the absence of the Vice-President, the Captain shall be the Chairman at all General Meetings. If at any such meeting the President or Vice-President or Captain (as the case may be), is not present within fifteen (15) minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, then the Members present shall choose one of their number to be Chairman.

## 7.5 Quorum

7.5.1 At any General Meeting, fifty (50) Ordinary, Life and Corporate Members

entitled to vote and personally present shall form a quorum.

7.5.2 If within half an hour from the time appointed for the meeting a quorum is not present, the General Meeting, if convened by the requisitioning Members, shall be dissolved, and in any other case, the General Meeting shall stand adjourned to the same day in the next week at the same time and place, and if at the adjourned General Meeting a quorum is not present at the time appointed for the meeting, the Members present shall form a quorum and may proceed to the transaction and disposal of business of the General Meeting, but they shall have no right to amend the rules of the Club.

## 7.6 Adjournment

7.6.1 The Chairman may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

7.6.2 When a meeting is adjourned for more than twenty-one (21) days, notice of the adjournment meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice to an adjournment of the business to be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

## 7.7 Voting

7.7.1 The right to vote at General Meetings of the Club shall be limited to Ordinary, Life and Corporate Members being present in person and who shall be entitled to one vote each only. Social and Weekday Golfing Members are not eligible for voting during General Meeting as per sub-Rule 4E.1 and sub-Rule 4F.1.

7.7.2 In a case of equality of votes, the Chairman shall have a second or casting vote.

7.7.3 A declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against the resolution.

## 7.8 Notice of Resolutions

7.8.1 No matter or resolution shall be brought forward at any General Meeting unless the terms thereof have been previously notified in writing not less than fourteen (14) clear days before the date of the relevant meeting on any matter concerning the Club.

7.8.2 All notices of motions or resolutions shall be given to the Honorary Secretary

and shall have effect only if received by the Honorary Secretary within the time prescribed in sub-Rule 7.8.1.

7.8.3 The Honorary Secretary shall, as soon as practicable after receiving any notice of motions or resolutions pursuant to sub-Rules 7.8.1 and 7.8.2 above but no later than seven (7) days before the date of the relevant meeting, post copies of such notices in a prominent place or places in the Club and dispatch by post copies of such notices to all Ordinary, Corporate, Life, Social and Weekday Golfing Members residing in Malaysia to their last known address.

#### 7.9 “Privileged Communication”

Privileged Communication in relation to General Meetings and requisition thereto:

7.9.1 At the start of every General Meeting, it shall be the duty of the Chairman to formally announce to the house that all forms of interaction and communication during such meeting and all documents prior to and subsequent to such meeting regardless of whether or not the resolution(s) in question were carried or not or were withdrawn or defective shall be deemed privileged. Namely, no legal or other action, proceedings or process in any external forum can arise out of the aforesaid interactions, communication and documents.

7.9.2 It shall be the duty of the Honorary Secretary to highlight the intent and spirit of Rule 7.9.1 in every notice of meeting mailed to and or posted at KRPM and or communicated to Members through any other means.

7.9.3 In the event of inadvertent omission to carry out Rule 7.9.1 and or Rule 7.9.2, it is hereby deemed that all Members already have due knowledge and notice of Rule 7.9.1 and Rule 7.9.2.

## CLAUSE 8 **COMMITTEE**

### 8A. General Committee

#### 8A.1 Management of the Club

8A.1.1 The Club shall be managed by a General Committee consisting of the President, Vice-President, Captain, Honorary Secretary, Honorary Treasurer and six (6) other General Committee Members.

#### 8A.2 Members of the General Committee

8A.2.1 All Members of the General Committee and every officer performing executive functions in the Club shall be Malaysian Citizens, provided that Non-citizens may hold office with prior approval of the Registrar of Societies.

8A.2.2 The Honorary Secretary and the Honorary Treasurer shall be appointed by the General Committee from among the eight (8) other General Committee

Members. They may be assisted by a paid Secretary and Treasurer respectively.

### 8A.3 Length of Office

8A.3.1 Subject to this Rule 8A, all the General Committee Members, including the President, Vice-President and the Captain elected at the relevant Annual General Meeting shall hold office for a period of two (2) years. A retiring General Committee Member including the President, Vice-President and the Captain shall be eligible for re-election unless stated otherwise elsewhere in the Constitution.

### 8A.4 Vacancy

8A.4.1 In the event that any vacancy shall arise in respect of any of the following elected positions:-

- (i) the President;
- (ii) the Vice-President; and
- (iii) the Captain

such vacancy shall be temporarily filled by the General Committee by the appointment of a Member of the General Committee from amongst the remaining Members to hold such a position in an acting capacity for the remaining duration of the vacating Member's term.

8A.4.2 In the event that any vacancy shall arise in respect of other positions in the General Committee not enumerated in Sub-Rule 8A.4.1 above, such vacancy may be filled by the General Committee at their discretion by the appointment of any other Ordinary, Life or Corporate Member. An Ordinary, Life or Corporate Member appointed by the General Committee to fill up such vacancy shall hold office during the remaining duration of the vacating Member's term.

8A.4.3 Notwithstanding any vacancy in the General Committee, the continuing Members of the General Committee may act if there is a quorum.

8A.4.4 If six or more vacancies shall occur amongst the elected Members of the General Committee at any one time the Honorary Secretary or in his absence the Honorary Treasurer shall convene an Extraordinary General Meeting of the Club for the sole purpose of electing Members from among the Ordinary, Life and Corporate Members to fill up such vacancies. Such elected Members shall hold office during the remaining duration of the vacating Members' term. Notice of such Extraordinary General Meeting specifying the business to be dealt with shall not less than seven (7) days before the date of the proposed meeting be posted in a prominent place or places in the Club and dispatched by post to all Ordinary, Life and Corporate Members residing in Malaysia to their last known address.

### 8A.5 Non-attendance deemed Resignation

8A.5.1 If a Member of the General Committee shall not attend any meetings of the

General Committee without leave from the General Committee over a period of two (2) months, the Member shall at the end of the two (2) months be deemed to have resigned from the General Committee.

#### 8A.6 Proceedings of the General Committee

8A.6.1 A meeting of the General Committee shall take place not less than once a month. At any meeting of the General Committee one-half of the committee Members shall form a quorum. At least seven (7) days' notice shall be given for a General Committee Meeting.

8A.6.2 The President, or in his absence the Vice-President, or in his absence the Captain, shall be chairman at all General Committee meetings. If at any meeting neither the President nor the Vice-President nor the Captain is present, then the Members of the General Committee present may elect one of their numbers to be the chairman of the meeting.

8A.6.3 Any question arising at any meeting shall be decided by a majority of votes. In case of equality of votes, the chairman shall have a second or casting vote.

8A.6.4 A resolution posted to all Members of the General Committee and agreed to in writing by a majority of them shall have the same effect as a resolution duly carried at a formal meeting of the General Committee.

#### 8A.7 Powers of the General Committee

8A.7.1 The General Committee shall exercise all such powers and do all such things as may be exercised or done by the Club save such as are by these rules or any other rules for the time being in force required to be exercised or done by the Club in General Meeting provided however that the General Committee shall always remain subordinated to the General Meeting.

8A.7.2 The General Committee may appoint such person or firms as they think fit to assist the Honorary Secretary of the Club and the Honorary Treasurer of the Club and shall fix the remuneration of such offices.

8A.7.3 The General Committee in addition to the power hereinafter specially conferred upon them shall have control of the finance of the Club, power to engage, control and dismiss the Club Employees and all such administrative powers as may be necessary for properly carrying out the objects of the Club in accordance with these Rules.

8A.7.4 The General Committee shall have power to make, alter, add to or repeal By-laws regulating the affairs of the Club or any matters not provided for these Rules. Such By-laws so made, added to, altered or repealed shall come into operation at such time as is fixed by the General Committee. The General Committee shall further have power to decide all questions arising out of or not covered by any rule or By-laws and such decision shall be final unless and until altered or reversed by a General Meeting of the Club.



8A.7.5 The General Committee shall have power to appoint sub-committee and to delegate thereto any of its power under the Rules and may from time to time revoke such delegation. Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the General Committee. The Chairman of a Sub-Committee shall be a Member of the General Committee. The other Members of the sub-committee shall except in exceptional cases consist of Ordinary and Corporate Members of the Club who are not Members of the General Committee. Sub-Committee shall consist of not more than seven Members including the chairman.

8A.7.6 The General Committee may from time to time raise or borrow for the purpose of the Club such money as they may think proper and they may raise or secure the payment of such monies in such manner and upon such terms and condition in all respects as they think fit and in particular by the Club charged upon the property and the rights of the Club both present and future provide that such sum or if more than one of the aggregate of such sums shall not exceed the sum of RM1,000,000 (Ringgit Malaysian One Million) for each financial year without the unanimous approval of voting Members present in a General Meeting.

8A.7.7 The General Committee shall obtain the prior approval of the Members of the Club at General Meeting before embarking on or incurring an aggregate capital expenditure over ten percentage (10%) in any one year of the capital expenditure previously approved at the Budget Extraordinary General Meeting in the year before.

## 8B. Election of Members of General Committee

### 8B.1 Election of Members

8B.1.1 At every other Annual General Meeting, the President, Vice-President, Captain and eight other General Committee Members shall be elected from among Ordinary, Life and Corporate Members.

### 8B.2 Qualifications of Candidate

8B2.1 No person shall be a candidate for election to the General Committee unless:-

- (i) he has been a Member of the Club for at least a period of two (2) years before the date of the Annual General Meeting of the Election Year;
- (ii) he is an Ordinary or a Corporate or a Life Member residing in Malaysia; and
- (iii) he has not at any time prior to two (2) years immediately preceding the date of the Annual General Meeting of the Election Year been subjected to any Disciplinary Action which had resulted in either a suspension of his Membership for a period of three (3) months or more, or an imposition of a fine of RM300.00 or more, or both.

### 8B.3 Nominations of Candidates

8B.3.1 Every nomination of a candidate for election to the General Committee:-

- (i) shall be in writing and in the prescribed form, duly signed by the proposer and seconder;
- (ii) shall name only one candidate and his consent endorsed thereon; and
- (iii) must be received by the Honorary Secretary at least seven (7) days before the date of the Annual General Meeting of the Election Year.

#### 8B.4 Election Board

8B.4.1 For the proper supervision over the conduct of the elections of the Members of the General Committee in any Election Year, there shall be constituted at least two (2) months prior to the date of the Annual General Meeting of an Election Year an Election Board. The Election Board so constituted shall ipso facto dissolve on a date falling one (1) month from the date of the Annual General Meeting of the relevant Election Year unless otherwise notified in writing by the General Committee prior to such date.

8B.4.2 The Election Board shall consist of three (3) Ordinary Members of the Club, who shall be appointed by the General Committee for the purpose herein.

8B.4.3 The meetings of the Election Board shall be chaired by the Chairman of the Election Board, who shall be a Member nominated by the General Committee. The Chairman of the Election Board so appointed shall have the right to appoint an alternate Member from amongst the Members of the Election Board to chair any meetings of the Election Board in his stead.

8B.4.4 The Election Board has the duty to ensure that all nominated candidates are qualified to stand for election in the relevant Election Year, that nomination received by it have been properly made, and generally, compliance with the rules of conduct of the elections as may be determined in these Rules and by the Election Board pursuant to sub-Rule 8B.4.5.

8B.4.5 The Election Board shall have the power and authority to do any of the following in the proper performance of its duties and functions:-

- (i) to fix and determine the rules of conduct of the elections and to provide the necessary procedures and safeguards for the relevant Election Year;
- (ii) to prepare all necessary nomination and ballot papers and other documentation; and
- (iii) to circulate all necessary information to the Members of the Club in respect of the elections.

8B.4.6 No Member of the Election Board shall be or permit himself to be a candidate for any position in the election of the Members of the General Committee in the Election Year in which the Election Board was constituted.

## **CLAUSE 9 DUTIES OF OFFICE BEARERS**

### 9A. Duties of The President & Vice-President

9A.1 In addition to any of the duties and power conferred on him elsewhere in these Rules and unless otherwise provided to the contrary elsewhere in these Rules, the President shall during his term of office preside at all General Meetings and all meetings of the General Committee and shall be responsible for the proper conduct of all such meetings. The President shall have the casting vote and shall sign the minutes of each meeting at the time they are approved.

9A.2 Unless otherwise provided to the contrary in these Rules, the Vice-President shall deputise for the President during the latter's absence.

9A.3 The President shall no later than forty-five (45) days after the General Committee have been elected into office, after consulting the General Committee, assign the respective General Committee Member to his or her respective sub-committee to ensure that the General Committee Members will be able to work harmoniously and effectively.

#### 9B. Duties of The General Committee Members

9B.1 The General Committee Members shall carry out such duties as may be directed by the President or the General Committee.

9B.2 The General Committee should make all decisions by majority provided always that the President shall have the casting vote as stated in Clause 9A.1 above.

#### 9C. Duties of The Captain

9C.1 In addition to any of the duties and powers conferred on him elsewhere in these Rules, the Captain shall have the following duties or powers:-

9C.1.1 be the ex-officio Member of all Sub-Committees;

9C.1.2 to decide on any and all disputes or draws in respect of any competition, tournament, matches or play held at the Club unless provided otherwise in any By-laws of the Club;

9C.1.3 in respect of any inter-Club competition, tournament, match or game, select all teams to represent the Club and participate as the captain of the team. If the Captain is absent or unwilling to act, the General Committee shall select the teams. If the Captain is unable to participate in such competition, tournament, match or game, a captain of the team shall be appointed by the General Committee;

9C.1.4 only in cases of emergency, have the full power and control over any part or parts of the Clubhouse, the golf courses, the tennis and squash courts, the swimming pool and premises in connection therewith and any other part or facilities within the Club's premises for any purpose whatsoever for such period or periods as he shall deem fit; and

9C.1.5 have the power to alter, extend or restrict the opening hours of the

Clubhouse on particular occasions where he shall consider such alteration, extension or restriction to be necessary and expedient.

9C.2 In the case where a Member of the Club is grossly misbehaving himself on the Club premises, the Captain may request that Member to leave the Club premises, and in the absence of the Captain, any Member of the General Committee may exercise this power.

#### 9D. Duties of Honorary Secretary

9D.1 The Honorary Secretary shall:-

9D.1.1 conduct the correspondence of the Club and shall have custody of all documents belonging to the Club;

9D.1.2 keep correct minutes of all proceedings of the Club and of the General Committee;

9D.1.2A the minutes will available for Members' inspection during office hours;

9D.1.3 duly convene meetings as directed by the President or by any three Members of the General Committee;

9D.1.4 carry out the instructions of the General Committee;

9D.1.5 ensure that only such people make use of the Club as are entitled to do so and must report to the General Committee any infringement of the rules and By-laws which may come to his notice;

9D.1.6 be registered with the Registrar of Societies as the public officer of the Club in whose name all legal proceedings shall be brought by or against the Club;

9D.1.7 maintain a proper Membership register of the Members consisting of details such as name, identity card number, date and place of birth, residential address, occupation and name and address of his employer;

9D.1.8 have such other duties as may be directed by the General Committee.

#### 9E. Duties of The Honorary Treasurer

9E.1 The Honorary Treasurer shall be responsible for the finances of the Club. He shall keep true accounts of all its financial transactions and shall be responsible for their correctness.

### CLAUSE 10 **FINANCIAL PROVISION**

#### 10A. Club Accounts

10A.1 True accounts shall be kept of the sums of money received and expended by the Club and the manner in respect of which such receipts and payments take place, and the property, credits and liabilities of the Club, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed by the General Committee, shall be opened to the inspection of Members.

## 10B. Annual Budget & Financial Provisions

10B.A The General Committee shall convene an Extraordinary General Meeting of the Club on a date and at a time to be fixed by the General Committee but shall in any event be on a date not later than 31 December in each year for the purpose of seeking members' approval of the Club's Annual Operating Budget and Annual Capital Expenditure Budget respectively.

10B.1 In the event the Club's Annual Operating Budget and/or Annual Capital Expenditure Budget as tabled does not meet with members' approval for a particular year, or is provisionally approved by members subject to refinements (if any) endorsed by members, the funds of the Club may in the interim be expended only for existing commitments necessary for the carrying out of the administration, the payment of salaries, allowances and expenses to its officers and paid staff, and the audit of its accounts.

10B.2 Subject to the provisions in this Rule 10B, the funds of the Club may be expended for any purpose necessary for the carrying out of the administration, the payment of salaries, allowances and expenses to its officers and paid staff, and the audit of its accounts.

10B.3 The Honorary Treasurer may hold a petty cash advance not exceeding such sum as the General Committee may determine from time to time, at any one time. All money in excess of such sum shall within seven (7) days of its receipt or collection be deposited in a bank approved by the General Committee. All bank accounts shall be opened in the name of the Club.

10B.4 All cheques or withdrawal notices on any of the Club's accounts shall be signed jointly by the Honorary Treasurer (or in his absence, the President, Vice-President or Captain or Honorary Secretary) and countersigned by any one of the General Committee Members.

10B.5 No expenditure shall be incurred by the Club without the prior sanction of the General Committee.

10B.6 As soon as possible after the end of each financial year, a statement of receipts and payments and a balance sheet shall be prepared and audited by the Auditors. The audited accounts shall be submitted for the approval of the next Annual General Meeting, and copies shall be made available at the registered office of the Club for the perusal of the Members.

10B.7 The financial year of the Club shall commence on the 1st day of January of each year and shall end on the 31st day of December of that year.

## **CLAUSE 11 AUDITORS**

11.1 The remuneration of the Auditors who have been appointed at the Annual General Meeting of the Club shall be determined and fixed by the General Committee.

11.2 The Auditors shall be required to audit the accounts of the Club for the relevant financial year and to make a report in respect of such accounts for the Annual General Meeting. They may also be required by the General Committee to audit the accounts of the Club for any period within their tenure of office at any date to make a report in respect of such accounts to the General Committee.

### **11.3 Internal Auditor Committee**

At every Annual General Meeting where the General Committee Members are to be elected, the voting members shall elect a Chairman and two (2) members of the Internal Audit Committee. To be eligible for election, these members shall have been voting members of the Club for at least a period of two (2) years and shall not have been on the defaulter's list immediately precedent twenty four (24) months of the date of election. None of the voting members elected to the Internal Audit Committee shall be a member of the General Committee or any Sub Committees. The General Committee shall ensure compliance with this provision.

11.3.1 Nomination of all candidates to the Internal Audit Committee shall comply with CR.8B.2 and any other terms set by the Election Board.

11.3.2 The candidates for the Chairman and two (2) other members for the Internal Audit Committee who secure the top three highest votes at the Annual General Meeting shall hold office until the following Annual General Meeting where the General Committee is to be elected.

11.3.3 In the event of any or all the members of the Internal Audit Committee shall resign from office before the end of the term of two (2) years, the General Committee may appoint any voting members who does not hold any office in the Club to fill the vacancy until the next Annual General Meeting where the General Committee is to b elected.

### **11.4 The Internal Audit Committee shall:-**

11.4.1 evaluate and review all processes relating to risk management and control environment with the objective of highlighting and making recommendations for preventing irregularities, waste and extravagance in operations of the Club;

11.4.2 review the compliance with established policies, rules and procedures and by-laws and all reports with financial impact and good governance;

11.4.3 evaluate the planning and budgeting processes;

11.4.4 evaluate the internal and external audit processes; and

11.4.5 report to the members at the General Meeting on their findings in relation to their responsibilities and how they were discharged, highlighting such matters that are significant together with their recommendations for improvement while remaining subservient to the Members.

#### 11.5 Tender Board Committee

At every Annual General Meeting where the General Committee Members are to be elected, the voting members shall elect a Chairman and four (4) members of the Tender Board Committee. To be eligible for election, these members shall have been voting members of the Club for at least a period of two (2) years and shall not have been on the defaulter's list immediately precedent twenty four (24) months of the date of election. None of the voting members elected to the Internal Audit Committee shall be a member of the General Committee or any Sub Committees. The General Committee shall ensure compliance with this provision.

11.5.1 Nomination of all candidates to the Tender Board Committee shall comply with CR.8B.2 and any other terms set by the Election Board.

11.5.2 The candidates for the Chairman and four (4) other members for the Tender Board Committee who secure the top four highest votes at the Annual General Meeting shall hold office until the following Annual General Meeting where the General Committee is to be elected.

11.5.3 In the event of any or all the members of the Tender Board Committee shall resign from office before the end of the term, the General Committee may appoint any voting members who does not hold any office in the Club to fill the vacancy until the next Annual General Meeting where the General Committee is to be elected.

#### 11.6 The Tender Board Committee shall:-

11.6.1 review and ensure the compliance to the processes relating to purchase and procurement of the Club's products, goods and services (including but not limited to financial, engineering and consultancy, cleaning, maintenance and security) for the Club and make recommendations for setting standard operating procedures (SOPs), establish processes, guideline similar and relevant to industry practices.

11.6.2 review and evaluate the tender process for items stated in 11.5.1 are procured in accordance to the budget approved by the Members.

11.6.3 report to the Members at the General Meeting on the activity of Committee including any significant and relevant findings together with the recommendations for improvement and to the Members.

## 12A. Property of Club

12A.1 The income and property of the Club, whosoever derived, shall be applied solely towards the promotion of the objects of the Club.

## 12B. Immovable Property

12B.1 All immovable property including leases and any registrable interest shall be registered in the name of the Club and all instruments relating thereto shall be executed by any three Members of the Principal office bearers, namely the President, Vice President, Captain, Honorary Secretary and/or Honorary Treasurer for time being of the Club whose appointments shall be authenticated by a certificate of the Registrar of Societies and sealed with the seal of the Club in accordance with the resolution of the General Meeting.

12B.2 Notwithstanding anything contained in these Rules, any lease, charge or assignment of the Club's Land (present or future);

Shall not take place or be effected unless and until approval of two third (2/3) of present and voting Members at any General Meeting, subject to the total number of votes counted (only For and Against) being not less than the Quorum under 7.5.1.

12B.3 Notwithstanding anything contained in these Rules, any sale of land and/or immovable properties of the Club (present or future);

Shall not take place or be effected unless and until approval of three fifth (3/5) of the total Membership of the Club is obtained.

12B.4 that the General Committee is instructed to reject and not to consider any offers by any parties to purchase any of the Club's land (present or future) and immovable property of the Club that is less than RM 120.00 (Ringgit Malaysia One Hundred and Twenty) per square foot.

12B.5 that the General Committee do not have to take any action including but not limited to convening of a General Meeting to consider to offer that is less than the per square foot value of the land as stated in (12B.4) above.

12B.6 that the General Committee shall only be required to inform members of the receipt of such offers at the earliest convenient time through its normal medium of information dissemination to its members including posting the receipt of the offers on the appropriate notice boards within the Club premises.

12B.7 that the General Committee is instructed to notify and consequently obtain instructions from Members of any offer to purchase the Club's land and immovable property that is more than RM 121.00 (One Hundred and Twenty One) per square foot.

## CLAUSE 13 INTERPRETATION



13.1 The General Committee shall be the sole authority for the interpretation of the Rules and By-laws made hereunder or for the time being in force and as to the decision on any question of fact arising therefrom. The decision of the General Committee shall be final and binding on all Members unless reversed by Members of the Club in a General Meeting.

13.2 In the event of any question or matter arising not provided for in the Rules or By-laws, the General Committee shall have the full power to decide thereon and their decision shall be final and/or binding on all Members and other persons using the Club subject to sub-Rule 13.3 and 13.4 below.

13.3 All decisions of the General Committee made pursuant to sub-Rule 13.2 in respect of the Rules shall receive ratification by a General Meeting as soon as may be convenient. Unless reversed or varied by the General Meeting, any decision made by the General Committee in respect of the Rules made pursuant to sub-Rule 13.2 shall be binding on all Members and other persons using the Club.

13.4 All decisions of the General Committee made pursuant to sub-Rule 13.2 in respect of the By-laws shall be final and binding on all Members and other persons using the Club without the need for their ratification in a General Meeting.

13.5 These Rules shall be printed and copies of the same shall be made available to all Members on application to the Honorary Secretary in addition to being supplied to all privileged Members.

13.6 A certified copy of the Rules and By-laws shall be kept available in the Club for inspection by the Members and other persons using the Club.

13.7 Every Member of the Club shall be bound by the Rules and By-laws of the Club and shall be deemed to have full notice thereof whether he shall or shall not have obtained a copy thereof.

#### **CLAUSE 14 ADVISOR / PATRON**

14.1 The General Committee is empowered to appoint on such terms as it may decide a person of high rank and distinction to be the patron of the Club, and that YA Bhg Tun Abdul Ghafar Baba be appointed as the first Patron of the Club.

#### **CLAUSE 15 PROHIBITION**

15.1 None of the following games shall be played in the premises of the Club: Roulette, Lotto, Fan Tan, Poh, Peh Bun, Belangkai, Pai Kau, Tau Ngau, Tien Low, Chap Ji Kee, Sam Cheong, Twenty One, Thirty One, Ten and a Half, all games of dice, banker's games, all games of mere chance.

15.2 Neither the Club nor its Members shall attempt to restrict or in any other manner interfere with the trade or engage in any trade union activities as defined in

the Trade Union Act 1959.

15.3 The Club shall not hold any lottery without license from the proper authorities whether confined to its Members or not, in the name of the Club or its office bearers, the General Committee or its Members.

15.4 No benefits as defined under Section 2 of the Societies Act 1966 shall be given by the Club to any of its Members.

## **CLAUSE 16 AMENDMENT OF CONSTITUTION**

16.1 Unless provided to the contrary, these Rules may be amended or repealed from time to time by a resolution of the Club in a General Meeting after due notice for that purpose shall have been given under the provisions of sub-Rule 7.8 provided that no such resolution shall be brought before the General Meeting unless it has the support of majority of the General Committee and provided further that if any proposed alteration or amendment of these Rules shall not have the support of majority of the General Committee, then and in such case upon receipt of a written requisition from one hundred (100) Members with voting rights that such proposed amendments of the rules be submitted to a General Meeting, the General Committee shall include the same on the agenda for the next General Meeting.

16.2 The resolutions proposed by the Members pursuant to Rule 16.1 above will not table for consideration at the General Meeting if two-third of the Members signing as requisitionists in the proposed resolution fail to be present at the General Meeting. In such event, the resolution proposed shall deem to have been withdrawn”.

16.3 No amendment to these Rules shall be enforced unless with the prior approval of the Registrar of Societies. Any amendment to the Rules shall be forwarded to the Registrar of Societies within sixty (60) days of it being passed at the General Meeting.

16.4 Any amendments to the Club Constitution Rules shall require approval of 2/3 (two thirds) of those present and voting in any General Meeting, subject to the total number of votes counted (only For and Against) being not less than the Quorum under Rule 7.5.1.

## **CLAUSE 17 DISSOLUTION**

17.1 The Club may be voluntarily dissolved by a resolution of not less than three fifths (3/5) of the total Membership of the Club.

17.2 In the event of the Club being dissolved as provided in sub-Rule 17.1, all debts and liabilities legally incurred on its behalf shall be fully discharged, and the remaining funds shall be disposed of in such manner as may be directed by a General Meeting.

17.3 The notice of dissolution of the Club shall be forwarded to the Registrar of Societies within fourteen (14) days of its dissolution.

## CLAUSE 18 **FLAG, LOGO AND BADGE**

### 1. Flag

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Description

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### 2. Logo



Description

The Logo as shown below is round visual elements within the round circle comprising of "The Bird", the "Undulating Terrain" which is depicted by the wavy white lines and an abbreviated "RP" which stand for Rahman Putra. Basically there are 6 (six) colors in the logo namely; blue, yellow, red, green, white and black. The logo is supported by the Club's name Kelab Rahman Putra Malaysia in four (4) single lines centralized in black.

### 3. Badge

-

Description

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## CLAUSE 19 **DEFINITIONS**

19.1 In these rules unless there is something in the subject of context inconsistent therewith:-

"Annual Budget" means the budget for the utilization of the funds of the Club as proposed by the General Committee for the year immediately following the end of the financial year for the time being.

"Annual General Meeting" means a General Meeting of the Club held annually pursuant to sub-Rule 7.1.

"Auditors" mean the auditors for the time being appointed at the Annual General Meeting of the Club.

"Children" shall mean persons below the age of twenty-one (21), gainfully employed or not, whose parent remains a Member of the Club and whose name has been registered with the Club.

"Citizen" means a citizen of Malaysia.

"Club" means KELAB RAHMAN PUTRA MALAYSIA.

"Club Development Fund" means the development fund of the Club referred to in Rule 6B.

"Corporate Fee" means the Membership Fee payable for Corporate Membership referred to in sub-Rule 4G.3.2.

"Corporate Member" means the Nominee who has been admitted as a Member of the Club pursuant to the provisions of Rule 4G.

"Corporate Right" means the right of the Registered Corporation to nominate an individual to be a Corporate Member as referred to in sub-Rule 4G.3.1.

"Disciplinary Actions" means any disciplinary action dealt with by the Captain of the Club summarily pursuant to sub-Rule 21.1 or by the Disciplinary Sub-Committee pursuant to sub-Rule 21.2.

"Election Year" means the year when the President, Vice-President, Captain and General Committee Members will be elected by Ordinary, Life and Corporate Members at the Annual General Meeting in accordance with these Rules.

"Extraordinary General Meeting" means a General Meeting of the Club held at any time pursuant to sub-Rule 7.2.

"General Committee" means the committee constituted under Rule 8A.

"General Meeting" means either the Annual General Meeting or the Extraordinary General Meeting, or where the context requires, both the Annual General Meeting and the Extraordinary General Meeting.

"Members" means collectively Ordinary Members, Corporate Members, Life Members, Social Members and Weekday Golfing Members and a "Member" shall mean any of them as the context requires.

"Life Member" means a natural person who has been previously admitted as a Member of the Club pursuant to Rule 4H.

"Membership" shall have the meaning ascribed to it in sub-Rule 4C.1; and "Memberships" shall mean collectively all the various types of Membership.

"Membership Fee" shall as the context requires, refer to any of the following:-

- (i) the Membership fee for Ordinary Membership referred to in sub-Rule 4D.4;
- (ii) the Corporate Membership Fee referred to in sub-Rule 4G.3.2;
- (iii) the Membership fee for Life Membership referred to in sub-Rule 4H.2;
- (iv) the Membership fee for Social Membership referred to in sub-Rule 4E.4; and

(v) the Membership fee for Weekday Golfing Membership referred to in sub-Rule 4F.4.

"Minor Offence" means a breach of any Rule and/or By-laws of the Club falling within the list of minor offences as determined by the General Committee to be summarily dealt with by the Captain of the Club in pursuance of the power vested in him in sub-Rule 21.1.

"Nominee" means such individual as shall be nominated by the Registered Corporation to be admitted as a Corporate Member who shall be entitled to use and enjoy the privileges accorded to the Corporate Membership.

"Non-citizen" means all natural persons other than Malaysian Citizens.

"Ordinary Member" means a natural person who has been admitted as a Member of the Club pursuant to Rule 4D.

"Social Member" means a natural person who has been admitted as a Member of the Club pursuant to Rule 4E.

"Weekday Golfing Member" means a natural person who has been admitted as a Member of the Club pursuant to Rule 4F.

"Registered Corporation" means such body referred to in sub-Rule 4G.2.1 that has been registered as a Registered Corporation in accordance with sub-Rule 4G.2.4.

"Month" means calendar month.

"In writing" means written or printed or partly written and partly printed.

"Privileged Persons" shall have the meaning ascribed to it in sub-Rules 4I.1 and 4I.2.

"Rules" means these rules and any amendments thereof for the time being in force.

"Spouse" means one legally married spouse whose name has been registered with the Club.

"Subscription Fee" shall have the meaning ascribed to it in sub-Rules 6A.1 and 6A.2.

19.2 References in these Rules to any Rules and By-laws shall mean the Rules hereunder and By-laws enacted, amended or varied in accordance with these Rules.

19.3 Words importing the singular number also includes the plural number and vice versa.

19.4 Words importing the masculine gender shall include the feminine and neutral gender and vice versa.

19.5 Wordings importing persons include companies and corporations.

## **CLAUSE 20 NOTICES**

20.1 Unless otherwise provided, any notice required to be given to the Members may be given by sending them personally or by post addressed to such Members at their last known address in Malaysia and any such notice shall be deemed to have been duly given when delivered, if personally delivered or on the expiration of three (3) days following that on which such notice or the envelopes or wrappers containing the same were posted, if sent by post.

20.2 Where Members have left their place of address in Malaysia, any notice posted on the Club's notice board or other prominent place or places in the Club shall be deemed to be duly served on such Members at the expiration of three (3) clear days after it was so posted up.

## **CLAUSE 21 DISCIPLINARY ACTIONS**

### **21.1 Minor Offence**

In the case of a breach of any Rules or By-laws of the Club by a Member which amounts to a Minor Offence, such an offence shall be dealt with by the Captain of the Club, who is empowered to impose or carry out such fines or penalties in respect of such Minor Offences in accordance with such By-laws of the Club.

### **21.2 Disciplinary Enquiry**

Where the conduct of a Member in question is of a nature that is sufficiently serious so as to prejudice the interests of the Club or other Members, or shall breach any Rule and/or By-laws of the Club other than a Minor Offence, the said Member may be subject to disciplinary enquiry conducted by a Disciplinary Sub-Committee appointed by the General Committee pursuant to its receipt of a complaint against the Member, in the following manner:-

21.2.1 The Disciplinary Sub-Committee shall determine whether there is a case which justifies conducting a disciplinary enquiry on the conduct of such Member and if in the affirmative, the Disciplinary Sub-Committee shall give due notice in writing to such Member requiring him to attend a meeting of the Disciplinary Sub-Committee for the purpose of enquiring into the conduct of such Member;

21.2.2 The Disciplinary Sub-Committee may, at the conclusion of such meeting take any or a combination of the following actions against such Member:-

- (a) Censure and/or;
- (b) a fine not exceeding a sum of RM1000.00 and/or;
- (c) suspension of Membership for a period not exceeding twelve (12) months or;
- (d) expulsion of such Member from the Club.

21.2.3 Notwithstanding sub-Rule 21.5, no action referred to in sub-Rule 21.2.2 shall be valid unless sanctioned by at least a simple majority of Members of the Disciplinary Sub-Committee present and voting at the meeting.

21.3 Any Member or complainant who is aggrieved by any such disciplinary actions taken by the Disciplinary Sub-Committee or the Captain, shall have the right to appeal to the General Committee within thirty (30) days. The General Committee may reverse, vary or reaffirm the decision of the Disciplinary Sub-Committee. The decision of the General Committee shall be final and binding on such Member.

21.4 The Disciplinary Sub-Committee shall be chaired by the General Committee Member appointed to the Disciplinary Sub-Committee. The General Committee Member appointed to the Disciplinary Sub-Committee shall have the right to appoint an alternate Member from amongst the General Committee to attend and chair any meeting of the Disciplinary Sub-Committee referred to herein, in his stead.

21.5 The quorum for every meeting of the Disciplinary Sub-Committee shall be three (3) Members comprising at least one (1) Member of the General Committee and two (2) Members of the Club, and no meeting of the Disciplinary Sub-Committee shall proceed without a quorum.

21.6 The General Committee Member who is a Member of the Disciplinary Sub-Committee appointed pursuant to sub-Rule 21.4 and present at a meeting convened to enquire into the conduct of such Member pursuant to the provisions herein, shall not be present in any meeting of the General Committee held for the purpose of hearing an appeal from the decision of the Disciplinary Sub-Committee.

21.6.1 The Disciplinary Sub-Committee shall have the right to hear, inquire into and/or consider and make such findings and impose any punishment as it deems fit notwithstanding that a complaint has been withdrawn by a Complainant.

21.7 A Member who is suspended from Membership shall have no right to use or enjoy any privileges accorded to such Membership, or to attend or vote at any meetings of the Members, but shall continue to pay the Subscription Fee and be liable for all outstanding sums due to the Club.

21.8 In the event of expulsion of the Member from the Club, the Member shall ipso facto cease to be a Member of the Club and sub-Rule 6A.9 shall apply mutatis mutandis in respect of the Membership of the expelled Member.

## **CLAUSE 22 INDEMNITY**

22.1 The General Committee and the Members thereof and Members of all Sub-Committees appointed by the Club and by the General Committee and other officers for the time being in relation to any of the affairs of the Club shall in addition to any indemnity given to them by law be indemnified out of the assets of the Club from and against all suits, actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of

any act done or omitted in or about the execution of their duty in their respective offices except such (if any) as they shall incur or sustain by or through their own gross negligence of willful act or omission and no such officers shall be answerable for the acts, omission or negligence of any other officer or for the solvency or honesty of any bankers or other persons with whom any effects belonging to the Club may be lodged or deposited for safe custody of for any insufficiency or deficiency of any surety upon which any monies of the Club shall be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office unless the same shall happen through the willful act or omission or gross negligence of such officer.

22.2 In relation to Constitutional Rule 8A.7.4, and in particular reference to a case (s) where in the General Committee's assessment (on a case-by-case basis) a bona fide concern and / or complaint has been lodged in writing to the Club by a concerned Member(s) on his or her observation(s) of apparent deviation(s) from long-standing procedural check-and-balances, Members' explicit and prior approval is hereby sought to empower the General Committee to indemnify a complainant Member out of the assets of the Club from and against a suit, action, proceedings, damages, legal fees and expenses on a solicitor-client basis arising from another Member proceeding to take legal action against the Complainant Member without duly waiting for the subject matter of the concern and/or complaint to undergo the full cycle of internal disciplinary enquiry steps within the Club.

## **CLAUSE 23 COMPLAINTS & SUGGESTIONS**

23.1 All complaints or suggestions by any Member shall either be entered by Members in the book(s) provided for that purpose or submitted in writing and addressed to the Honorary Secretary. The Honorary Secretary shall refer such complaints or suggestions to the General Committee whose decision shall be final and binding on all Members.

## **CLAUSE 24 LEGAL PROCEEDINGS ONLY AS A LAST RESORT**

24.1 No Member shall commence and maintain for a period of 90 days after receipt of the Secretary's notification of the effect of the Rule 24.2 and Rules 5.1.1, 5.1.2, 5.1.3, 5.1.4 and 5.1A, any legal or other action, proceedings or process in any forum other than under these Rules, including any court of law relating thereof any Committee or Sub-committee or the Members, any Member(s) or Employee(s) of the Club, or his/her Membership rights or conduct or otherwise prior to having complied with and exhausted all remedies / avenues under these Rules and or Club By-Laws.

24.2 Any Member who commences and maintains any legal or other action, proceedings or process as aforesaid shall be liable to and shall indemnify the Club and or such Members or Employees so affected against all costs and expenses, including legal fees and expenses on a solicitor-client basis, on a full indemnify basis within thirty (30) days of receipt of a demand for a such payment and such



sum shall be a debt fully recoverable until full settlement thereof. For purposes of this Rule, the word "Member" shall be deemed to include a person whose Membership has ceased by operation or Rule 5.1A.

## **CLAUSE 25 BY-LAWS**

25.1 The General Committee may make, amend or repeal such By-laws as it may think fit for the following purposes.

25.1.1 to prescribe the procedure of the General Committee or any Sub-Committee;

25.1.2 to regulate the admission of candidates for Membership;

25.1.3 to regulate the control of all Members and other persons using the Club and for the withdrawal from them of all or any of the privileges, amenities or facilities of the Club either temporarily or permanently;

25.1.4 to regulate the use of the Club by Members and other persons and to prescribe the liability in respect of such use;

25.1.5 to prescribe and impose upon Members and other persons using the Club liability for damage done, late fees and fines for breaches of the Rules and By-laws of the Club;

25.1.6 to regulate the conduct and management of games, sports and pastimes promoted by the Club;

25.1.7 to regulate the conduct and management of competitions and tournaments;

25.1.8 to regulate the use of the Club house; Club chambers, other premises and grounds;

25.1.9 to prescribe the method by which all sums due by Members to the Club shall be paid;

25.1.10 to regulate the conduct and management of the provident fund for the benefit of the Employees of the Club; and

25.1.11 generally for other matters conducive to the welfare and conduct of the Members of the Club and privileged persons and for the proper management of the Club, provided always that such By-laws shall not be inconsistent with these Rules.

25.2 The Honorary Secretary shall post on the Club's notice board a copy of every By-laws or amendment or alteration or repeal thereof made by the General Committee as aforesaid which shall become binding upon all Members and all other persons using the Club as provided under sub-Rule 8A.7.4.

## **CLAUSE 26 MISCELLANEOUS**

26.1 The Club shall not be liable in respect of the death or personal injury of any Member arising in any way out of his Membership of the Club or through his use or enjoyment of the Club, its amenities, privileges or other facilities howsoever arising.

26.2 The Club shall not be liable for the loss of or damage to any articles or property whatsoever brought upon the Club premises or ground by a Member or entrusted to an Employee of the Club.

26.3 No Member shall take away, or permit to be taken away from the Clubhouse, any property belonging to the Club for any reason whatsoever, or shall cause damage to or destroy any property of the Club.

26.4 The General Committee shall provide for the safe custody of the seal of the Club and the seal shall not be used except with the prior consent in writing of the General Committee and in the presence of three Members of the General Committee for the time being.