

CONSTITUTION

KELAB DESA SAMARAHAN (SAMARAHAN COUNTRY CLUB)

CLAUSE 1 NAME

1. The Association shall be known as

KELAB DESA SAMARAHAN (SAMARAHAN COUNTRY CLUB)

Hereinafter referred to as "the Association".

2. Meaning of name :
3. Level : **Negeri**

CLAUSE 2 ADDRESS

1. The registered address is

NO. 4954, BLOCK 26, MUARA TUANG LAND DISTRICT, KOTA SAMARAHAN-KUCHING EXPRESSWAY,

94300 SAMARAHAN, SARAWAK

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

NO. 4954, BLOCK 26, MUARA TUANG LAND DISTRICT, KOTA SAMARAHAN-KUCHING EXPRESSWAY,

94300 SAMARAHAN, SARAWAK

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

CLAUSE 3 OBJECTIVE

The objects of the Club shall be:

(a) To promote and carry on social and sporting activities.

(b) In particular and without derogation from the generality of paragraph (a) to promote the games of golf and all such other sports, games and pastimes as may from time to time by the Committee be deemed desirable.

(c) To provide and maintain a golf course and activities for all such other sports, games and pastimes as may from time to time be introduced and approved by the Committee.

(d) To provide the Club House, changing rooms, lavatories, kitchens and all other appurtenances, include dining facilities, amenities and conveniences in connection therewith, and to furnish and maintain the same, and to permit the same and other property of the Club to be used by members and such other persons as may be authorized by the Committee either gratuitously or for payment.

(e) To purchase, hire, provide and maintain all kinds of equipment, furniture, implements, tools, utensils, cutlery, glass, crockery, linen, books, papers, periodicals, stationery, cards, games, sporting equipment and all other things required or which may conveniently be used in connection with the Club House, grounds and other premises of the Club by members and other persons frequenting the Club with the authority of the Committee, and to supply, sell and deal in the same.

(f) To buy, acquire, supply, sell and deal in alcoholic beverages, provisions, food and refreshments required or used by the members of the Club or other persons authorized to make use of the Club.

(g) To accept from the Sarawak Government and/or any State Government and/or Government of Malaysia, purchase, take on lease or in exchange or otherwise occupy or acquire any land or buildings which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Club and to lease, sell charge, give in exchange or dispose of the same or any part thereof.

(h) To hire or contract or employ accountants, secretaries, clerks, managers, managerial and/or executive staff and to pay to them and to other persons in return for services rendered to the Club salaries, wages, gratuities and pensions.

(i) 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 proposition.

(j) To promote and hold either alone or jointly with any association, club, or persons, sporting and athletic meetings, competitions and matches, and to offer, give or contribute towards prizes, medals, etc., and promote, give or support dinners, balls, concerts and other entertainments.

(k) To establish, promote or assist in establishing or promoting, and to subscribe to or become a member of any other association or club whose objects are similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club; provided that no subscription be paid to any such association or club out of the funds of the Club except bona fide in furtherance of the objects of the Club.

(l) To enter into reciprocal arrangements with any other association or club so that members thereof may enjoy the privileges, amenities and facilities of the Club and vice-versa.

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

(n) To borrow or raise and give security for money by the issue of and upon bonds, debenture stocks, bill of exchange, promissory notes or other obligations or securities of the Club, or by charge upon all or any part of the property of the Club or in any other manner whatsoever.

(o) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club.

CLAUSE 4 MEMBERSHIP

1 MEMBERSHIP

(a) Subject to the provisions of these Rules, the powers of admitting and approving application for membership shall be vested in the Committee, who shall have the power at any time to restrict the admission of members, and from time to time to vary or rescind such restriction upon such terms and conditions as the Committee may think fit. The Committee shall not assign any reason for its decision.

(b) Every application for approval as a member shall be made in a form to be provided for the purpose or by way of transfer as provided in Rule 18. Such form shall be completed and signed by the applicant, and by his proposer and seconder who shall be an Individual Member (transferable) or Corporate Member (non-transferable) of the Club for not less than two (2) years, and presented to the Honorary Secretary along with the prescribed Entrance Fee. The application shall be posted on the House Notice Board.

(c) The decision of the Committee on any application for membership is final and conclusive and shall not be questioned or be subject to any appeal or review in any court.

2. CATEGORIES OF MEMBERSHIP

There shall be the following categories of members:

- (a) Honorary Members
- (b) Life Members
- (c) Individual Members (transferable)
- (d) Corporate Members (non-transferable)

- (e) Associate Members
- (f) Junior Members
- (g) Term Members
- (h) UNIMAS Members

Provided that the total number of Individual Members shall not exceed three thousand (3,000) and the total number of Corporate Members shall not exceed three hundred (300) at any time, and provided always that members in a general meeting may increase the total number of membership at any time.

3. HONORARY MEMBERS

The Committee may invite any person to be an Honorary Member for such period that it thinks fit. Honorary Members shall not be required to pay any entrance fee or subscription. Honorary Members shall have no voting right and shall have no right to hold office.

Spouse of Honorary Members shall enjoy the same privileges permitted to spouse of an Individual Member and shall be exempted from all fees.

4. LIFE MEMBERS

The Committee may confer life membership on any person who has contributed by donation, cash, kind or services. Life Members shall not be required to pay any entrance fee or subscription. Life Members shall have no voting right and shall have no right to hold office.

Spouse of Life Members shall enjoy the same privileges permitted to spouse of an Individual Member and shall be exempted from all fees.

5. INDIVIDUAL MEMBERS (TRANSFERABLE)

(a) Membership in this category of the Club shall be open to all Malaysians and Malaysian Residents above the age of twenty-one (21) years and those whom the Committee deems fit to confer.

(b) The approval shall be by vote in the Committee Meeting and no approval shall be valid unless two-thirds (2/3) of the members of the Committee present have recorded their votes for the candidates.

(c) The voting shall take place after the expiry of one (1) month of the date of posting of the name of the candidate under Rule 6(b). The Committee if of the opinion that there has been any irregularity in any voting may order a new voting.

(d) Upon approval, the name and address of the members shall be entered in the "Register of Members" and the fact of his approval shall be communicated to him by the Honorary Secretary in writing.

(e) A candidate who has been excluded from admission may reapply for membership after a period of one (1) year from the date of the last voting. If he is again excluded, he shall not be eligible again to become a candidate.

(f) Only Individual Member shall have the right to vote and to hold office in the Club.

6. CORPORATE MEMBERS (NON-TRANSFERABLE)

(a) Application for membership shall be made in prescribed form to the Committee, and the Committee may approve or reject the application without having to give any reason.

(b) Corporate Member shall be entitled to nominate up to two (2) persons to enjoy the Club's facilities. Such nominations shall be made in writing and shall be subject to the approval of the Committee, and on approval, each nominee shall pay a monthly subscription in a sum equivalent to the monthly subscription payable by the Individual Member.

(c) The following shall be eligible to apply as Corporate Member):

(i) any company incorporated or registered in Malaysia and having its registered office in Sarawak, Malaysia; or

(ii) such other bodies or firms as the Committee may from time to time approve.

(d) Corporate Member may from time to time by notice in writing and upon approval of the Committee and upon payment of such fees as determined by the Committee from time to time, to substitute its nominees.

(e) If a winding-up order is made against a Corporate Member (their nominees shall cease to be entitled to any rights and privileges to use and enjoy the facilities of the Club.

(f) Corporate Member) shall have no voting right and shall have no right to hold office.

7. ASSOCIATE MEMBERS

Spouse of members, with the approval of the Committee, be admitted as Associate Members.

(a) Only one (1) spouse of each member may be admitted as an Associate Member.

(b) Associate Members may enjoy the facilities of the Club subject to the regulations and restrictions imposed from time to time by the Committee.

(c) Associate Members shall pay an entrance fee, and the monthly subscriptions.

(d) Associate Members shall have no voting rights and shall have no right to hold

office.

8. JUNIOR MEMBERS

Children of members between the age of sixteen (16) - twenty-one (21) years may, with the approval of the Committee, be admitted as Junior Members.

- (a) A Junior Member shall have no voice in the affairs or management of the Club.
- (b) A Junior Member shall not be eligible to introduce any guest.
- (c) A Junior Member shall not be eligible to be member of the Committee or Sub-Committee.
- (d) A Junior Member shall be entitled to make use of the Club's facilities and participate in the normal Club's competitions.
- (e) A Junior Member between the age of sixteen (16)- twenty one (21) years shall pay an entrance fee and monthly subscriptions.
- (f) A Junior Member on reaching the age of twenty-one (21) years shall cease to be a Junior Member and shall be deemed to have resigned from the Club.
- (g) A Junior Member may apply to become an Individual Member on reaching the age of twenty-one (21) years and upon payment of such fees as determined by the Committee; provided that he has been a Junior Member for at least 3 consecutive years prior to the application; and provided that he shall maintain his membership upon approval for a period of not less than 5 years before it may be transferred to another person.
- (h) Junior Members shall have no voting rights and shall have no right to hold office.

9. TERM MEMBERS

- (a) The Committee may on the introduction of an Individual Member admit any Non Resident to be a term member for any period not less than one (1) year but not exceeding two (2) years. The entrance fee and the monthly subscription fee payable shall be determined by the Committee from time to time.
- (b) Term Member shall be entitled to all the privileges of an Individual Member except voting right and right to hold any office. The introducer of a Term Member shall be responsible for any debt to the Club incurred by such member including any subscription, and all applications for such membership shall be made on an approved form signed by the introducing member.
- (c) The Committee may at any time in its absolute discretion without any cause

assigned, withdraw the privileges of the Club from any Term Member.

(d) A Term Member shall have no voice in the affairs or management of the Club.

(e) A Term Member shall not be eligible to introduce any guest.

(f) A Term Member shall not be eligible to be member of the Committee or Sub-Committee.

10. UNIMAS MEMBERS

This is a special category of membership granted to Universiti Malaysia Sarawak ("UNIMAS") pursuant to an agreement made on 24 February 2006. It comprises of two (2) types of memberships namely:-

(i) Golfing Members (non-transferable); and

(ii) Social Members (non-transferable)

They shall have no voting rights.

(a) Thirty (30) Golfing Members (non-transferable) shall be allocated to UNIMAS for each nine holes constructed for UNIMAS to allocate to UNIMAS staff members eligible by Club's Rules and/or by-laws to be admitted for membership.

(b) One Thousand (1,000) Social Members (non-transferable) shall be allocated to UNIMAS to allocate to UNIMAS staff members eligible by Club's Rules and/or by-laws to be admitted for membership.

(c) Subject to Rule 15 (e) stated below, a UNIMAS Member shall have no voice in the affairs or management of the Club.

(d) A UNIMAS Member shall not be eligible to introduce any guest.

(e) A UNIMAS Member shall be eligible to become a member of the Committee subject always that the number of UNIMAS Members shall not be more than twenty percent (20%) or three (3) members, whichever is lower, of the total number of Members of the Committee.

11. GUESTS

(a) Any Honorary Member, Individual Member, Corporate Member (non-transferable) or Life Member may introduce any person as a guest to the Club who shall then be entitled to enjoy all the facilities of the Club; provided that any guest using the golf course or such other facilities shall pay such fees as may be prescribed from time to time by the Committee and that no guest shall be allowed to use the golf course or such other facilities of the Club on such days as the Committee may prescribe.

(b) Such member introducing a guest shall write the name of the guest, his own

name and period for which the guest is introduced in a book kept for the purpose at the Club and shall be responsible for any debt to the Club incurred by such guest. It is the duty of such member to acquaint his guest as to whether there are any restrictions against the use of the golf course and other facilities by guests. Guest can only use the Club facilities once a month.

(c) The Committee may at any time in its absolute discretion and without cause, assign or withdraw the privileges of the Club from any guest.

(d) No person who has been expelled from the Club under Rule 28 or who has been excluded from admission under Rule 10(c) or from whom the privileges of the Club have been withdrawn under Rule 29 may be introduced as a guest into the Club.

12. TRANSFER (SALES OF MEMBERSHIP)

(a) Save as otherwise provided under this Rule, member may transfer his membership to another person.

(b) In this Rule or where appropriate "Transfer" shall mean the assignment of all incidents of membership to which an Individual Member is subject to.

(c) (i) An Individual Member may transfer his membership to any person who is not a member of the Club who shall be first approved by the Committee.

(ii) The application for the transfer of membership shall be made by submitting to the Committee the prescribed form obtainable from the Club.

(iii) Upon the approval of the transfer, an administrative fee of in the sum equivalent to not less than 10% of the value of the Membership which shall be fixed by the Committee, shall be payable to the Club.

(iv) The administration fee referred to in sub-para (iii) above and para (d) below may be revised from time to time by the Committee.

(d) Upon the death of any Individual Member, all incidents of membership shall form part of the estate of the deceased member and the administrator of the estate may subject to the approval of the Committee transfer the membership to any person, and if the transfer is to the deceased's spouse, daughter or son, no administrative fee shall be payable, and if the transfer is to any other person a sum of equivalent to 10% of the value of the membership which shall be fixed by the Committee is payable.

CLAUSE 5 RESIGNATION AND TERMINATION

1. RESIGNATION

A member may at any time by giving notice in writing to the Honorary Secretary, resign his membership of the Club, but shall continue to be liable for any

subscription or other debt due and unpaid at the date of his resignation. Any such member having discharged all his liabilities to the Club and wishing to rejoin may be proposed and balloted for in accordance with Rule 10(c) et seq. and the Committee may, at their discretion exempt him from the payment of any Entrance Fee.

2. EXPULSION, SUSPENSION AND CESSATION OF MEMBERSHIP

(a) Any member whose account or any part thereof is unpaid for three (3) months, shall cease to be a member and his name shall be struck off from the membership register of the Club, without prejudice to the right of the Club to recover all monies due by him to the Club but may be reinstated by the Committee upon him furnishing a satisfactory explanation to the Committee and repayment of all arrears.

(b) If any member in the opinion of the Committee acts in any way prejudicial to the interest of the Club or its members or shall break any Rule or By-law of the Club, the Committee shall consider the conduct of such member at a meeting of the Committee. If at such meeting it is considered that there is sufficient evidence to justify calling him, a notice in writing shall be given to such member calling him to attend the meeting for the purpose of answering such charges. Such notice shall not be less than seven (7) days. At such meeting the member concerned shall be informed of the charges made against him and shall after hearing such member, the Committee may expel him or impose any other lesser penalty. In the event of him being expelled, he shall cease to be a member of the Club. The member shall be informed of the findings of the Committee. If such a member refuses to attend the meeting in answer to the notice calling upon him to do so, the Committee may nevertheless proceed with the enquiry and decide in his absence.

(c) Notwithstanding what has been stated in this Rule, the Committee may delegate its powers under this Rule to a Committee to be called the Disciplinary Committee consisting of three (3) Individual Members or by such greater uneven number of Individual Members as the Committee may appoint. To expel a member, the decision of the majority of the members of the Disciplinary Committee present by way of voting shall be sufficient.

(d) The decision of the Disciplinary Committee to expel a member shall be subject to confirmation by the main Committee at its meeting. To confirm the expulsion, the decision of the majority of the Committee Members present by voting shall be sufficient.

(e) A person expelled under this Rule shall not thereafter be eligible as a candidate for membership of the Club.

3. CESSATION OF RIGHTS AND PRIVILEGES ON ADJUDICATION ORDER

Any member who has a Receiving Order and/or Adjudication Order made against him/her shall not be entitled to any of the rights and privileges to use and enjoy the facilities of the Club.

1. The entrance fees and monthly subscriptions payable by members shall be as follows:-

Membership Entrance Fee Monthly Subscription

(i) Honorary Member N/A N/A

(ii) Life Member N/A N/A

(iii) Individual Member(transferable)Not more than RM20,000 RM15-RM100

(iv) Corporate Member(non-transferable)
Not more than RM60,000 RM15-RM100 per nominee

(v) Associate Member RM500 Not more than 50%the of principal ordinary monthly subscription

(vi) Junior Member RM500 Not more than 50% of the principal ordinary monthly subscription

(vii) Term Member (Entrance fee and monthly subscription fee shall be determined by the Committee from time to time).

(viii) UNIMAS Member N/A (monthly subscription fee shall be determined by the Committee from time to time)

(b) Monthly subscriptions shall be determine and chargeable from a date to be fixed by the Committee.

(c) The Committee may from time to time increase the entrance fee imposed under this Rule subject to approval of the general meeting.

CLAUSE 7 GENERAL MEETING

1. MEETINGS

(a) The Annual General Meeting of the Club shall be held each year not later than 30th June at such time and place as the Committee shall determine for the following purposes:-

(i) To receive the Annual Report and the Accounts for the preceding financial year for confirmation;

(ii) To elect the Committee Members who shall be elected biennially;

(iii) To appoint Auditors for the period of two (2) years; and/or

(iv) To transact any other business of which due notice has been given.

(b) The Committee may call an Extraordinary General Meeting when any matter of urgent importance shall arise. The Committee may also do so on receiving a requisition signed by not less than five per centum (5%) voting members of the Club who shall state thereon the matters and purpose for which they desire the meeting to be called.

(c) A notice stating the date, time and place of any General Meeting and the business to be transacted thereat shall be posted on the Club House Notice Board for at least fourteen (14) clear days before the meeting is to be held and shall be sent by post to all voting members.

(d) The Honorary Secretary shall convene the Extraordinary General Meeting within twenty one (21) days from the date of receipt of a requisition under Rule 7(b).

2. Quorum of Meeting

(i) In any General Meeting, the number of voting members equivalent to three (3) times the number of Committee Members shall form a quorum.

ii) In the absence of a quorum, the meeting shall be postponed to a later date to be decided by the Committee.

(iii) Where no quorum is present at the subsequent date decided in accordance with paragraph (ii) above:-

(a) an Annual General Meeting shall proceed to business provided that such meeting shall not amend these Rules;

(b) an Extraordinary General Meeting requisitioned by members shall be cancelled and no Extraordinary General Meeting shall be requisitioned for the same purpose until after a lapse of six (6) months from the date thereof.

CLAUSE 8 COMMITTEE

1. MANAGEMENT

(a) The Club shall be managed by a Committee (in these Rules referred to as "the Committee" consisting of :-

(i) A President

(ii) A Deputy President

(iii) A Honorary Secretary

(iv) A Honorary Treasurer

(v) A Captain

(vi) Six(6) Individual Members

(vii) Three (3) UNIMAS Members to be nominated by UNIMAS Vice Chancellor

(b) (i) The Committee Members shall be elected in a General Meeting. Nominations for the election of the Committee Members must reach the Club five (5) clear days before the date of the General Meeting. Nomination shall be in prescribed form obtainable from the Club. The proposer and seconder for the candidates shall be an Individual Member who has been a member of the Club for not less than two (2) years, and written consent of the candidates must be given. Where no nomination is received on its due date for the election of any of the Committee Members, the Committee may at the General Meeting re-open the nomination for the election of any of such Committee Members, provided that no new nomination shall be accepted for the election of those Committee Members where nominations have been received before the General Meeting.

(ii) If more than one (1) nomination is received for the election of any of the Committee Members, an election by secret ballot shall be conducted and the candidate who receives the highest number of votes shall be declared the elected Committee Member.

(c) Any Committee Member who fails to attend three (3) consecutive meetings of the Committee without satisfactory explanation shall be deemed to have resigned from the Committee. Leave of absence for period not exceeding six (6) months may be granted on application.

(d) In the event of death or resignation of an elected Committee Member, the Committee shall have the power to co-opt any member who is entitled to hold office and vote at the General Meeting to fill the vacancy until the next Annual General Meeting.

(e) Any person shall not hold office in the Club or become an advisor or employee of the Club if he is disqualified under Section 9A of the Societies Act 1966.

2.COMMITTEE MEETINGS

(a) The Committee shall meet at least once in every month and at least three (3) days notice of each meeting shall be given to the Committee Members The President acting alone, or not less than three (3) of the Committee Members acting together may call for a meeting of the Committee to be held at any time.

(b) At all Committee meetings the President of the Club shall take the Chair, in his absence, the Deputy President. Should the Deputy President be absent, the Committee shall elect a Chairman from among those present.

(c) At least one half (1/2) of the Committee Members shall form a quorum.

3. POWERS OF THE COMMITTEE

(a) The Committee in addition to the powers hereinafter specially conferred upon them, shall have the control of the Club, power to engage, control and

dismissal of the Club staffs and all such administrative powers as may be necessary for properly carrying out the objects of the Club in accordance with these Rules.

(b) The Committee shall have full power to make, amend and repeal regulations, by-laws and the prescription of forms for the better carrying out of the provisions of the Rules. The Rules shall only be amended by the Annual General Meeting.

(c) The Committee shall further have full power to decide all questions relating to the management of the Club and all questions arising out of or not covered by any rule or by-law and such decision shall be final.

(d) The Committee may appoint a Finance Sub-Committee, with the Honorary Treasurer as Chairman, consisting of not less than three (3) and not more than five (5) Committee Members to advise and deal with all matters relating to the Club's finance.

(e) The Committee may appoint such Sub-Committee to be constituted as it may think fit and for such purposes as it may determine and may delegate to such Sub-Committee such part of its duties and powers as it may think fit. With the consent of the Committee any member thereof may appoint as many members of the Club as he thinks fit as a Sub-Committee to assist him. Each Committee Member who appoints such Sub-Committee shall be responsible and report to the Committee on the proceedings of his Sub-Committee.

(f) The Committee may from time to time raise or borrow for the purpose of the Club such sums as it thinks proper and it may raise or secure the payment of such monies in such manner and upon such terms and conditions in all respects as it thinks fit.

(g) Notwithstanding anything contrary contained in the Rules of the Club, the Committee shall have the powers from time to time to impose on all of its members a levy for a specific purpose of such sum or sums of money as may be necessary to carry out the objects of the Club. The levy so imposed shall be deemed to be a subscription and for non-payment thereof Rule 28(a) shall apply.

(h) The Committee may from time to time enter into reciprocal arrangement with any other Club upon such terms and conditions as the Committee may think fit. The members of any such other Club, while in Kuching and shall be entitled to make use of the facilities of the Club upon the terms and conditions arranged between the Committee and such other Club.

(i) The Committee may waive the requirements of proposer and/or seconder in whatever manner it deems fit.

(j) The Committee shall the power to do all such other things as are incidental or conducive to the attainment of the objects of the Club.

CLAUSE 9 DUTIES OF OFFICE BEARERS

1.THE PRESIDENT

The President shall during his term of office preside all the General Meetings and all meetings of the Committee and shall be responsible for the proper conduct of all such meetings. He shall have the casting vote and sign the minutes of each meeting at the time they are confirmed.

2.THE DEPUTY PRESIDENT

The Deputy President shall deputies for the President during his absence.

3.THE HONORARY SECRETARY

The Honorary Secretary shall conduct the business of the Club in accordance with these Rules, and shall carry out the instructions of the Committee. He shall be responsible for conducting all correspondence and keeping all books, documents and papers except the accounts and financial records. He shall attend all meetings and record the proceedings. All complaints shall be made to the Honorary Secretary who if he shall be unable to deal with them, shall submit them to the Committee whose decision shall be final. In no instance shall a staff of the Club be reprimanded directly by a member, other than by the Committee or Sub-Committee.

4.THE HONORARY TREASURER

The Honorary Treasurer shall keep the accounts of the Club and shall make up the Annual Statement of Accounts and Balance Sheet of the Club up to the 31st December each year, which shall after audit be printed and circulated amongst the members with the notice of the Annual General Meeting for confirmation by the members.

5. THE CAPTAIN

The Captain shall be in charge of the arrangement of all sports and recreational activities of the Club.

CLAUSE 10 FINANCIAL PROVISION

1. MEMBERS ACCOUNTS

a) The account of each member with the Club shall be kept as directed by the Committee.

(b) The account of members shall be rendered at the end of every month and shall become due and be payable whether presented or not on the first day of the ensuing month; provided always that the Committee may at any time by notice in writing require any member to pay his account forthwith, and upon the issue of such

notice, such account shall become due and payable; provided further that general notice may be given by posting prominently in the Club or otherwise as the Committee may decide to the intent that all or any individual member shall not exceed a stated debit or shall otherwise maintain their account as the Committee shall decide; and provided further that the Committee may by notification in writing require any member irrespective of category of membership to maintain his account in credit; and provided lastly that nothing contained in this rule shall prevent the Committee from introducing systems of payment by cash or coupons or by such other system of payment as from time to time deems fit.

(c) The Committee may at any time in writing notify any member whose account is in debit that until his account has been paid 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 to the Club, the Committee may proceed under Rule 5 (2) to expel such member from the Club.

d) If any member shall fail to pay any monies exceeding one (1) month's subscription and mandatory fees due by him to the Club for a period of one (1) calendar month after the same shall have become due or if, having been notified under paragraph (b) of this Rule he shall fail for a period of twenty-one (21) days to pay the same, the Committee may cause the name of such member to be posted as a defaulter in a conspicuous place or places in the Club.

(e) No member posted as a defaulter shall until payment of all monies due by him to the Club 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 shall ipso facto cease to be a member of the Club.

(f) Members accounts outstanding for a period of thirty (30) days after the date of issue of such account shall be liable to a surcharge of 10% and thereafter at the rate of 10% for every thirty (30) days or part thereof on the total amount if it continues to remain unpaid.

(g) No member who defaulted for a total of three (3) occasions shall be reinstated. However he may apply to join the Club anew.

2. CLUB FUND

(a) All cheques drawn or withdrawal notices on the Club's account shall be signed by either the President, Deputy President, Honorary Secretary or Honorary Treasurer together with any of the Club's employee duly authorised by the Committee.

The Honorary Treasurer shall at no time hold more than one thousand ringgit (RM1,000.00) as cash in hand at any one time. All monies in excess of this sum shall be deposited in a bank approved by the Committee.

(b) Any expenditure below five thousand ringgit (RM5,000.00) at any one time may

be authorised by either the President, Deputy President, Honorary Secretary or Honorary Treasurer. Any expenditure exceeding five thousand ringgit (RM5,000.00) at any one time shall be approved by the Committee and any expenditure exceeding seventy five thousand ringgit (RM75,000.00) at any one time shall not be incurred without the prior sanction of the General Meeting.

(c) The income and profit derived from the investment or business of the Club shall be applied solely towards the promotion of the objects of the Club and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or bonus or otherwise to the person or persons who at any time are or have been members of the Club or to any person claiming through them. But nothing herein contained shall prevent the payment in good faith or remuneration to any office-bearers or staffs of the Club or to any member thereof or other person in return for any service actually rendered to the Club.

(d) As soon as possible after the end of each financial year, a statement of income and expenditure and a balance sheet for the year shall be prepared and audited by the Auditor/Auditors appointed under Rule 11. The audited accounts shall be submitted for the approval in the next Annual General Meeting, and copies shall be made available at the registered office/address of the Club for the perusal of members.

(e) The financial year of the Club shall commence in 1st January annually.

3. CLUB PROPERTY

(a) No member shall take away or permit to be taken away from the Club, under any pretense whatsoever, or shall damage or destroy any property of the Club.

(b) Any member damaging any property of the Club shall forthwith pay the cost of repair or replacement thereof if called upon to do so by the Committee or in accordance with the by-laws.

CLAUSE 11 **AUDITORS**

The accounts of the Club shall be audited by a Firm of Professional Auditors to be appointed at an Annual General Meeting for the period of two (2) years. The Auditors thus appointed may be terminated by the General Meeting. Besides auditing the accounts of the Club for the year, they may also be required by the President to audit the accounts of the Club for any period within their tenure of office at any date, and to make a report to the Committee.

CLAUSE 12 **PROPERTY ADMINISTRATOR / TRUSTEES**

APPOINTMENT OF OFFICERS UNDER SECTION 9(b) SOCIETIES ACT, 1966

(a) The President, the Honorary Secretary and the Honorary Treasurer of the Club shall be the officers for the purpose of Section 9(b) of the Societies Act, 1966.

(b) They shall hold office until their term expires at the next Annual General Meeting.

(c) The officers appointed under this Rule shall deal with the immovable property of the Club in such manner as the General Meeting may direct provided that all immovable properties shall be registered in the name of the Club.

(d) The officers shall not sell, withdraw, transfer, mortgage or charge any of the property of the Club without the consent of a General Meeting.

(e) In the event of any vacancy, the vacancy shall be filled by the new officers appoint/elected under Rule 19(a) and (d).

(f) The Honorary Secretary of the Club shall be the officer for the purpose of Section 9(c) of the Societies Act, 1966.

(g) He shall hold office until his term expires at the next Annual General Meeting.

CLAUSE 13 **INTERPRETATION**

(a) The decision of the Committee in all matters in these Rules herein contained shall be subject to the provisions of the Societies Act, 1966 and to any amendments thereof from time to time be final and conclusive and shall not be questioned or be subject to any appeal or review in any Court.

(b) If any provision of these Rules is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted from these Rules and shall be of no force and effect and all other provisions of these Rules shall remain in full force and effect as if such provision had not originally been contained in this Rules.

CLAUSE 14 **ADVISOR / PATRON**

The Committee may appoint one or more persons to be the Patron or Patrons of the Club.

CLAUSE 15 **PROHIBITION**

SPECIAL PROVISIONS

(a) If the Registrar of Societies so requires, the office-bearers of this Club and every officer performing executive functions therein shall be Malaysian citizens.

(b) No person shall hold office in the Club or become an advisor or employee of the Club if he is disqualified under Section 9A of the Societies Act, 1966.

(c) 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**

(a) These Rules may not be amended except by resolution of a General Meeting. Such amendments shall take effect from the date of their approval by the Registrar of Societies.

(b) Any voting member may propose any new Rule or amendment to any Rule to the Honorary Secretary in writing at least thirty (30) days before the date of the Annual General Meeting and the Honorary Secretary shall then forward the same to the General Meeting for consideration.

CLAUSE 17 **DISSOLUTION**

a) The Club may be voluntarily dissolved by a resolution of not less than two-third (2/3) of the total voting membership at a General Meeting convened for the purpose.

(b) In the event of the Club being dissolved as provided above, all debts and liabilities legally incurred on behalf of the Club shall be fully discharged and the remaining fund shall be disposed off in such manner as the General Meeting of voting members may decide.

(c) Notice of dissolution shall be given within fourteen (14) days of the dissolution to the Registrar of Societies.

CLAUSE 18 **FLAG, LOGO AND BADGE**

1. Flag



Description

The logo of the Club shall be a golfer in the midst of a golf swing as a central image which is relevant and significantly related to the game of golf. The golfer logo is ultra-traditional but appealing.

The blend of traditional golf image and along with the traditional yet modern writing creates a feeling of balance that will be attractive to golf enthusiasts.

The blue line denotes the smooth terrain of the golf course and creates an inviting image for golfers looking to enjoy their golf games in a serene golf course.

Yellow colour gives a strong feeling of patriotism and tradition and denotes the supremacy of Law and Order.

Blue colour is calming which is what the game of golf is supposed to be and denotes honour and friendliness.

2. Logo



Description

The logo of the Club shall be a golfer in the midst of a golf swing as a central image which is relevant and significantly related to the game of golf. The golfer logo is ultra-traditional but appealing.

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Blue colour is calming which is what the game of golf is supposed to be and denotes honour and friendliness.

3. Badge



Description

The logo of the Club shall be a golfer in the midst of a golf swing as a central image which is relevant and significantly related to the game of golf. The golfer logo is ultra-traditional but appealing.

The blend of traditional golf image and along with the traditional yet modern writing creates a feeling of balance that will be attractive to golf enthusiasts.

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Yellow colour gives a strong feeling of patriotism and tradition and denotes the supremacy of Law and Order.

Blue colour is calming which is what the game of golf is supposed to be and denotes honour and friendliness.

CLAUSE 19 CLUB PREMISES

a) The Committee may at any time by notice reserve the whole or any part of the Club building, premises or course for any purpose whatsoever for such period or periods and subject to such provisions and limitation as to entry thereon whether upon terms of payment or otherwise as the Committee may think fit.

(b) The Committee may at any time allow any part of the Club building to be used for a function by any member subject to such conditions as the Committee may prescribe.

CLAUSE 20 SPORTS SHOP AND CATERING SERVICES ETC

The Committee shall at their absolute discretion appoint anybody or company to undertake and manage the business of the sports shop, restaurant, coffeehouse, gym, buggy service or any other services that the Committee deems fit provided by the Club or any of them separately subject to the terms and conditions as the Committee may think fit.