

**PERLEMBAGAAN BAGI
PERTUBUHAN INDUK
KELAB DESA SAMARAHAN (SAMARAHAN COUNTRY CLUB)
(PPM-045-13-29022012)**

1 NAME

NAME

1.1 The Association shall be known as

“KELAB DESA SAMARAHAN (SAMARAHAN COUNTRY CLUB) “

Hereinafter referred to as "the Association".

1.2 Meaning of Name:

1.3 Level: State

2 ADDRESS

CLAUSE 2. ADDRESS

2.1 The registered address is

NO. 4954, BLOCK 26, MUARA TUANG LAND DISTRICT,
KOTA SAMARAHAN-KUCHING EXPRESSWAY,
94300 SAMARAHAN, SARAWAK

Or at such other place the Committee may from time to time decide and the postal address is

NO. 4954, BLOCK 26, MUARA TUANG LAND DISTRICT, KOTA SAMARAHAN-
KUCHING EXPRESSWAY,
94300 SAMARAHAN, SARAWAK

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

3 OBJECTIVES

CLAUSE 3. OBJECTIVES

3.1 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 the preceding paragraph, to promote the games of golf and all such other sports, games and pastimes as may from time to time by the Management 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 Management Committee.

(d) To provide the Club House, swimming pool, such other social or sports facilities, 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 Management 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 Management 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, employees 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 raise funds to give for sponsorships, prizes, make contributions for charitable causes, give scholarships to deserving or good causes and provide assistance in any way to those who need help regardless of race or belief.

(p) To operate stores, shops, restaurants or make commercial arrangements with other parties for the supply of services, goods, equipment or food for the Members' convenience at the Club and in furtherance of the above objects of the Club.

(q) 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.

4 MEMBERSHIP

CLAUSE 4. MEMBERSHIP

4.1 MEMBERSHIP APPLICATION AND PROCESSING

(a) A person or Company may apply for the appropriate category of Membership of the Club as provided herein.

(b) Every application for Membership shall be made by a candidate or Corporate in a form to be provided for this purpose. Such form shall be completed and signed by the candidate or a Corporate representative and by a proposer and seconder who shall be an Individual Member of the Club with not less than two (2) years standing, and be presented to the Honorary Secretary along with the prescribed Entrance Fee. A copy of the application of the candidate shall be posted on the Club's notice board.

(c) After the expiry of one (1) month from the date of posting, the application shall be put forward to Management Committee. Provided no approval shall be valid unless two-thirds (2/3) of the members of the Management Committee have recorded their votes for the candidate.

(d) An Individual Member or a Corporate representative shall specify in their application by the prescribed form which family members are intended to be included

for Family Memberships and if required show proof of the relationship.

(e) An Individual Member or a Corporate representative may at any time apply to include or exclude a family member for Family Membership.

(f) The Management Committee may vary or rescind any restrictions imposed to qualify for Membership upon such terms and conditions as the Management Committee may think fit and its decision on any Membership application shall be final and conclusive and not to be questioned or be subject to any appeal or review in any forum or court.

(g) Upon approval, the name and address of the approved new Member shall be entered in the "Register of Members" and the Honorary Secretary in writing shall communicate the Membership admission to the new Member.

(h) A rejected applicant without the prior permission of the Management Committee may not submit a fresh application

4.2 CATEGORIES OF MEMBERSHIP

4.2.1 INDIVIDUAL MEMBERSHIP (SALEABLE & TRANSFERABLE)

(a) Membership in this category of the Club shall be open to all at the age of twenty-one (21) years and above.

(b) An Individual Member shall pay the Entrance Fee, monthly subscriptions, obligations and dues as maybe imposed by the Management Committee from time to time.

(c) Individual Members shall have the right to:

(i) enter into the Club and enjoy the use of the amenities and facilities of the Club made available to all Members by the Management Committee.

(ii) be voting members.

(iii) hold office in the Club;

(iv) have Family Membership, and

(v) be given a distribution of the Club's assets.

(d) Provided that the total number of Individual Members shall not exceed two thousand (2,000).

4.2.2 HONORARY MEMBERSHIP

(a) The Management 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 monthly subscription. Honorary Members may enjoy all the rights of an Individual Member but shall have no right:

- (i) to vote in General Meeting;
- (ii) to hold office in the Club;
- (iii) to have any distribution of the Club's assets.

(b) Spouses of Honorary Members shall enjoy the same privileges accorded to Family Member and shall be exempted from all fees.

4.2.3 LIFE MEMBERSHIP

(i) The Management 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 monthly subscription. Life Members may enjoy all the rights of an Individual Member, but shall have no right:

- (i) to vote in General Meeting
- (ii) to hold office in the Club;
- (iii) to have any distribution of the Club's assets

(a) Spouses of Life Members shall enjoy the same privileges accorded to a Family Member and shall be exempted from all fees.

4.2.4 CORPORATE MEMBERSHIP (NON-SALEABLE & NON-TRANSFERABLE)

(a) Membership in this category of the Club shall be open to:

- (i) any company incorporated or registered in Malaysia and having its registered office or a place of business in Sarawak, Malaysia; or
- (ii) other organisations as the Management Committee may from time to time approve.

(b) Corporate Member shall be entitled to nominate up to four (4) persons as Corporate Representatives to enjoy the Club's facilities.

(c) Each Corporate representative shall pay the Entrance Fee, monthly subscriptions, obligations and dues as maybe imposed by the Management Committee from time to time.

(d) Corporate Member may apply at any time to remove or substitute their corporate representative.

(e) If a winding-up petition is presented against a Corporate Member, their Corporate representative(s) shall be suspended from enjoying any rights and privileges to use and enjoy the facilities of the Club until the winding up has been resolved.

Corporate Member shall have no right

- (i) to vote in General Meeting
- (ii) to hold office in the Club; and
- (iii) to be given a distribution of the Club's assets.

(f) Provided that the total number of Corporate Members shall not exceed three hundred (300) at any time.

4.2.5 FAMILY MEMBERSHIP

(a) Membership in this category of the Club shall be open to:

(i) spouse of any Memberships; and

(ii) Children of any Memberships below the age of twenty-one (21) years old.

(b) Except for children nine (9) years old and below, each Family Membership shall pay an Entrance Fee and the prescribed monthly subscriptions. The Management Committee may also impose obligations and dues as from time to time. Any amounts accruing and due from Family Members shall be debited from the accounts of the Members who included them and they shall keep the Club indemnified there from.

(c) Each Family Membership may enjoy all the rights of an Individual Member subject to the regulations and restrictions imposed from time to time by the Management Committee but shall have no right;

(i) to vote in General Meeting

(ii) to hold office in the Club; and

(iii) to be given a distribution of the Club's assets.

(d) A Family Member on attaining the age of twenty-one (21) years may before or within six (6) months thereof apply to become an Individual Member if he had satisfied the conditions of being a Family Member for at least three (3) consecutive years prior to the application. This converted membership is not saleable or transferable similar to Individual membership for a period of not less than 5 years.

4.2.6 TERM MEMBERSHIP

(a) The Management Committee may admit any person for Term Membership for any period not less than one (1) year but not exceeding five (5) years.

(b) Term Member shall have the right to enter into the Club and enjoy the use of the amenities and facilities of the Club made available to all Members, but shall not have the right

(i) to vote in General Meeting;

(ii) to hold office in the Club; and

(iii) to be given a distribution of the Club's assets.

(c) A Term Member shall pay the Entrance Fee or Sum stated in the Contract, monthly subscriptions, obligations and dues as maybe imposed by the Management Committee from time to time.

4.2.7 CONTRACT MEMBERSHIP

(a) The Management Committee may admit any person or organisation for Contract Membership for any period as stated in the contract agreed by the Club.

(b) Contract Member shall have the right to enter into the Club and enjoy the use of the amenities and facilities of the Club made available to all Members, but shall not have the right

(i) to vote in General Meeting;

(ii) to hold office in the Club, and

(iii) to be given a distribution of the Club's assets.

(c) Contractual Member shall pay the Entrance Fee or Sum stated in the Contract, monthly subscriptions, the Management Committee may impose obligations and dues as from time to time.

4.3 SELLING OR TRANSFER OF MEMBERSHIP

(a) An Individual Membership may be sold to another person

(b) The application for Sale of Membership shall indicate the Selling Sum in the prescribed form obtainable from the Club.

(c) An administrative fee of RM2, 500 or 10% of the value of the Membership whichever sum is higher shall be payable to the Club for the sale of membership.

(d) Upon the death of an Individual Member, the Membership shall form part of the estate of the deceased, the Official Assignee of the estate may transfer the Membership to any person. If the transfer is to the deceased's immediate family, no administrative fee shall be payable otherwise an administrative fee will be charged by the Club.

(e) Upon the bankruptcy of an Individual Member, the Membership shall form part of the estate of the bankrupt Member and the Official Assignee of the estate may transfer the Membership to any person, and an administrative fee will be charged by the Club.

4.4 RESIGNATION AND RE-JOIN OF MEMBERSHIP

(a) A Member may at any time by giving notice in writing to the Honorary Secretary, resign as a Member of the Club, but shall continue to be liable for any monthly subscription or other dues and unpaid at the date of his resignation.

(b) Member resigned in (a) above may re-join as a new member without payment of the Entrance Fee but to pay all dues and subscription fees calculated from the resigned dated in (a).

5 CESSATION, SUSPENSION AND EXPULSION MEMBERSHIP

CLAUSE 5. CESSATION, SUSPENSION AND EXPULSION MEMBERSHIP

5.1 CESSATION OF MEMBERSHIP

(a) Management Committee may cease any member who:

- (i) ceased under Clause 10.1 (f)
- (ii) is adjudged bankrupt or the Corporate has been wound up

Member ceased may apply for reinstatement of without need to pay Entrance Fees and has since been settled in full or bankruptcy/winding up proceedings which has since been discharged or conviction. All subscription fees shall be settled in full for cease period before management committee can approve reinstatement.

5.2 SUSPENSION OF MEMBERSHIP

(a) Management Committee may suspend any member for a specific period of time who:

- (i) fails to comply with the Constitution or By-laws of the Club;
- (ii) fails to settle in full the amount under 10.1.(e);
- (iii) has committed acts of misconduct at the Club or acted in a manner to bring disrepute upon the Club.

(b) Member suspended may apply to Management committee for suspension review by Disciplinary Sub-committee set up for this purpose. The decision of the Sub-Committee shall be final.

(c) Member so suspended shall be automatically resumed his membership after serving the suspended period.

5.3 EXPULSION

(a) Management Committee may expulse member who:

- (i) take legal action against the club without first exhausting all his rights as members and remedies under the Club's Constitution and By Laws.
- (ii) has committed serious acts of misconduct at the Club or acted in a manner to bring serious disrepute upon the Club.

(b) Member expelled may apply to Management committee for expulsion review by Disciplinary Sub-committee set up for this purpose. The decision of the Sub-Committee shall be final unless it is being revolted in next coming General Meeting.

(c) Such Member expelled may apply for re-entry for not less than five (5) years after expulsion and subject to approval in General Meeting and payment of new Entrance fee.

(d) The Disciplinary Committee shall comprised of three (3) Individual Members who are not part of the Management Committee and appointed by the General Meeting.

6 SOURCE OF INCOME

CLAUSE 6. SOURCE OF INCOME

6.1 SUBSCRIPTIONS FEES AND ANNUAL DUES

The Entrance Fees and monthly subscriptions payable by members shall be as follows:

	Membership Entrance Fee (RM)	Monthly Subscription (RM)
(a) Honorary Member	N/A	N/A
(b) Life Member	N/A	N/A
(c) Individual Member	RM 10,000	RM100/-
(d) Corporate Member	RM 20,000	RM100/-
(e) Family Member	RM500 & above	Per representative 50% of the principal's
(f) Term Member	RM 2,000 per year	RM 100/-
(g) Contract Member		As in Contract RM 100/-

6.2 Individual Member selling their membership may use own discretion to sell at rate vary from clause 6.1(c).

7 GENERAL MEETING

CLAUSE 7. GENERAL MEETING

7.1 QUORUM AND NOTICES

(a) The supreme authority of the Club is vested in the Annual or Extraordinary General Meeting ("General Meeting"). At least three (3) times the total number of the Management Committee Members of individual members must be present for its proceedings to be valid to constitute a quorum for a General Meeting.

(b) If for a General Meeting a quorum is not present, the General Meeting shall be postponed to a date (not more than thirty (30) days) to be decided by the Management Committee. A notice shall be sent out for the new meeting date. If a quorum is not present at the time appointed for the postponed General Meeting, the voting members present shall have the power to proceed with the business of the day but shall not have the power to alter the Constitution.

(c) The Notice stating the date, time and place and agenda for any General Meeting shall be sent to all voting members and posted on the Club's notice board for at least fourteen (14) clear days before the General Meeting is to be held.

(d) Copies of minutes, reports and audited report will be made available at the

registered place of business of the Club for the perusal of Members;

(e) In the event of inadvertent omission to send or failure to receive any of the documents sent to voting members for a General Meeting, the voting members shall be deemed to have received due knowledge and notice thereof provided it has been posted for at least fourteen (14) clear days on the Club's notice board and the Club's website and notwithstanding any default hereof, proceedings and decisions made at the General Meeting shall not be invalidated by the default.

(f) Unless otherwise provided, any notice or document required to be given to the Members by the Club may be given by sending them through any one of the following means at the discretion of the Club:

(i) By post or by courier service to such members at their registered addresses in the "Register of Member" and it shall be deemed to have been duly received on the end of the next working day following that on which it was posted or sent by courier service;

or

(ii) By transmitting to their registered electronic email addresses in the "Register of Member".

7.2 ANNUAL GENERAL MEETING

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

- (i) To receive and confirm the minutes of the previous Annual General Meeting;
- (ii) To receive the Annual Report of the Management Committee;
- (iii) To receive the Accounts for the preceding financial year for confirmation;
- (iv) To transact any other business of which due notice has been given.
- (v) To elect the members of the Management Committee biennially;
- (vi) Elected President Address and Introduction of Elected Management Committee;
- (vii) To appoint Auditors for the period of two (2) years;

7.3 EXTRAORDINARY GENERAL MEETING

An Extraordinary General Meeting of the Club shall be convened:

(a) upon receiving a requisition from a proposer and a seconder who must be voting members and supported by mean of signatory of not less than ten per centum (10%) of total voting memberships of the Club and with all their names and Membership numbers clearly stated. The Proposer shall state thereon clearly the matters and purpose for which they desire to requisite the meeting to be held. The Management Committee shall convene the Extraordinary General Meeting within twenty one (21) days from the date of receipt of a valid and proper requisition from voting members. However the Management Committee reserve the right to reject any Motion or resolution which is found to be detrimental to the club and untrue. The Management Committee shall inform voting member the reason of the rejection of the motion or resolution.

(b) whenever the Management Committee deems it desirable; and

(c) If either the proposer or the seconder of a Notice of Motion moved in the

requisition is absent from the requisitioned Meeting than the Notice of Motion shall also be deemed to be withdrawn.

7.4 PROCEEDING FOR MEETINGS

7.4.1 Chairperson

(a) At all General Meetings, the President shall take the Chair. The order of precedence for chairing Management Committee meetings shall apply here.

(b) If the Honorary Secretary is not available to record proceedings, an Individual Member shall be elected as secretary for the meeting by this same process before the General Meeting can commence.

7.4.2 Voting

(a) The right to be a voting member at any General Meeting shall be limited to Individual Members being present in person and who shall each be entitled to one vote only.

(b) No proxy or power of attorney shall be allowed.

(c) In the case of equality of votes, only the Chairman shall have a second or casting vote.

Members who has been suspended, ceased and expelled are not allowed to vote in general meeting

7.4.3 Notices Of Motion & Resolutions

All Notices of Motions made by voting members for any matters or purposes to be considered at a General Meeting must be proposed and seconded by two voting members. The written Notice of Motion shall be addressed to the Honorary Secretary seven (7) days before the General Meeting.

7.4.4 Election Board

(a) The Management Committee shall organise an Elections Board headed by Returning Officer for the purpose of setting up and supervising all voting and counting procedures at all General Meetings during the election year. Management Committee shall endorse all documents and procedures for election proposed by Returning Officer.

(b) A notice to recruit volunteer as Returning Officer in charge of the Election Board from voting members shall be posted on the Club's notice board at least fourteen (14) days prior to the date of Annual General Meeting of an Election Year. The Management Committee shall have the power to select one Returning Officer from the lists. In the event that no voting member takes up the task, the Management Committee shall have the power to appoint any voting member who is not contesting in the elections to be the Returning Officer.

(c) The Returning Officer shall nominate to Management Committee not less than three (3) voting members to form Election Board for the preparation documents ready

for election at AGM.

(d) The Returning Officer shall recruit three (3) from voting members as scrutiners for the purpose of verification and counting of votes at a General Meeting.

(e) Election Board shall present a list of qualified individual members for the management committee endorsement one (1) week before election date.

(f) The Returning Officer shall announce the result and be responsible to signed off the election or voting results which shall be attested by all the scrutiners as witnesses. Only Elected Honorary Secretary shall inform the result to the Registrar of Societies.

(g) The Election Board so constituted shall ipso facto dissolve thirty (30) days after the date of the elections.

8 MANAGEMENT OF CLUB

CLAUSE 8. MANAGEMENT OF CLUB

8.1 MANAGEMENT COMMITTEE

(a) A Management Committee consisting of the following who shall be termed the office-bearers of the Club, shall be elected biennially at the Annual General Meeting:

- (i) A President;
- (ii) A Deputy President;
- (iii) A Honorary Secretary;
- (iv) A Honorary Treasurer;
- (v) A Captain; and
- (vi) Six (6) Management Committee Members.

(b) Any of the member of the Management Committee shall cease to be in the Management Committee on:

- (i) his death;
- (ii) submits his resignation;
- (iii) fails to attend four (4) meetings of the Management Committee
- (iv) membership has been ceased, suspended and expelled

(c) The Management Committee shall have the power to co-opt any other Individual Member to fill any vacancy arising until the next election.

8.2 CANDIDATURE TO BE MEMBERS OF COMMITTEE

(a) Fourteen (14) days before the date fixed for elections of the Management Committee Members at an Annual General Meeting, the Honorary Secretary shall send to voting members a notice of Meeting informing members that with the prescribed nomination forms inviting nominations of candidates for election to the Management Committee line-up are available at the Club Office, which shall also at the same time be posted on the Club's notice board.

(b) Nomination of a candidate for election to the Management Committee:

- (i) shall be in writing and in the prescribed form, duly signed by the proposer and seconder who must be voting members of minimum 2 years membership;
- (ii) shall name only one candidate for each post of the Management Committee line-up and his consent endorsed;
- (iii) must be received by the Honorary Secretary on behalf of the Election Board at least five (5) clear days before the date fixed for the elections.
- (c) A candidate nominated for election to the Management Committee must on the date fixed for the election:-
- (i) be an Individual Member residing in Sarawak;
 - (ii) been a Member of the Club for at least a period of two (2) years; and
 - (iii) have not been currently in review or already in situation of cessation, suspension and expulsion by the Club

8.3 COMMITTEE MEETINGS

- (a) The Management Committee shall meet at least six (6) times per calendar year and at least three (3) days' notice of each meeting shall be given to the Management Committee Members. The President acting alone, or not less than three (3) of the Management Committee Members acting together may call for a meeting of the Management Committee to be held at any time. At least one half (1/2) of the Management Committee Members shall form a quorum.
- (b) At all Management Committee meetings the President shall take the Chair as chairperson if absent, the Deputy President will stand in. Should the Deputy President be absent, the Management Committee shall elect a chairman from among the Management Committee present. The chairperson shall have a casting vote.

8.4 POWERS OF THE MANAGEMENT COMMITTEE

- (a) The Management 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 employees and all such administrative powers as may be necessary for properly carrying out the objects of the Club in accordance with these Constitution.
- (b) The Management Committee shall further have full power to decide all questions relating to the management of the Club, its affairs and all questions arising out of or not covered by the Constitution or By-Laws and such decision shall be final.
- (c) Notwithstanding anything contrary contained in the Constitution, the Management 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 not exceeding the monthly subscription amount of an Individual Member as may be necessary to carry out the objects of the Club. The levy so imposed shall be deemed to form a part of the monthly subscription.
- (d) The Management Committee shall at their absolute discretion subject to such terms and conditions as the Management Committee may think fit to agree to arrange or appoint an independent party to undertake, provide or manage the business of the sports shop, restaurant, coffeehouse, gym, buggy service or any other services

that the Management Committee deems fit.

(e) The Management Committee may from time to time become a member of or be affiliated to or enter into a reciprocal arrangement with any other Club upon such terms and conditions as the Management Committee may think fit. The members of any such other Club, while in Kuching may be accorded the privileges to use the amenities and facilities of the Club upon the terms and conditions as arranged between the Management Committee and such other Club.

(f) The Management Committee may waive the requirements of having a proposer and/or seconder in whatever manner it deems fit in regard to a candidature for Club Membership.

(g) The Management Committee shall have the power to do all such other things as are incidental or conducive to the attainment of the objects of the Club under this Constitution.

(h) The Management Committee may make, amend or repeal Club By- laws as it may think fit for any of the following purposes:

(i) to manage and regulate the control over the use and charges for usage of the Club house, its amenities and facilities.

(ii) to regulate the conduct and management of golf, games, sports and past times promoted by the Club including for competitions and tournaments;

(iii) to regulate the conduct and management of the provident fund for the benefit of the employees of the Club;

(iv) to set up procedure for disciplinary proceedings against Members or employees, provision for imposition of fines, suspension of benefits, with banning of entry or suspension of Membership rights and related matters.

8.5 SUB-COMMITTEES

(a) The Management Committee may:

(i) set up (or dissolve) Sub-Committees for a purpose;

(ii) give consent of the chairman thereof to appoint Members of the Club as Sub-Committee members; and

(iii) delegate Sub-committee to formulate and amend By Law as required subject to Management Committee's endorsement.

(iv) delegate to such Sub-Committee such part of its duties and powers as it may think fit.

(b) The chairperson of such Sub-Committee shall be responsible for and report to the Management Committee on the proceedings of the Sub-Committee.

(c) A Sub-Committee shall conduct its meetings and affairs and following the rule of constitution of the club.

9 DUTIES OF OFFICE BEARERS

CLAUSE 9. DUTIES OF OFFICE BEARERS

9.1 THE PRESIDENT

(a) The President shall during the term of office preside at all the General Meetings and all meetings of the Management 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.

(b) The President as chairperson shall have the casting vote and sign the minutes of each meeting at the time they are confirmed.

9.2 THE DEPUTY PRESIDENT

The Deputy President shall deputise for the President when absent

9.3 THE HONORARY SECRETARY

(a) The Honorary Secretary shall:

(i) conduct the affairs and business of the Club in accordance with this Constitution and shall carry out the instructions of the Management Committee;

(ii) conducting all correspondence and keep all books, documents and papers except the accounts and financial records.

(iii) keep a Membership Register consisting of details such as Member's name, identity card number, date and place of birth, occupation, name and address of employer and residential address;

(iv) record and keep minutes of all meetings of the Club;

(v) file annual returns within sixty (60) days from the date of the Annual General Meeting or such other returns as required to the Registrar of Societies;

(b) In the Honorary Secretary's absence at any meeting, the Management Committee may appoint a stand in from the Management Committee to act as secretary to the meeting.

(c) All employees and administration of the affairs of the Club will be under the charge of the Honorary Secretary.

(d) All complaints or suggestions pertaining to

(i) the conduct or decision of a member or the Management Committee or Sub-Committee or office bearer,

(ii) complainant Member into the complaints or suggestion book(s) provided for that purpose or submitted in writing and addressed to the Honorary Secretary who shall deal with them and if unable to be resolved, it shall be submitted to the Management Committee or by the Management Committee to the Complaints and Operations Sub-Committee or the Disciplinary Sub-Committee.

(e) The Honorary Secretary shall provide for the safe custody of the seal of the Club and except with the prior consent in writing of the Committee, it shall only be affixed in the presence of three (3) Members of the Management Committee attesting to the

act of execution of any documents by the Club

(g) All notices or documents meant for the Club shall be addressed and sent to the Honorary Secretary at the Club who shall receive it on behalf of the Club.

9.4 THE HONORARY TREASURER

(a) 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 their confirmation.

(b) The Management Committee may appoint a professional accountant or firm to assist with the duties and functions of the Honorary Treasurer.

9.5 THE CAPTAIN

The Captain, in addition to any duties and powers conferred by this Constitution, shall have the following duties or powers:-

(a) be an ex-officio member of all Sub-Committees relating to golf and sports events;

(b) 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;

(c) in respect of any inter-club competition, tournament, match or game, select all teams and be its captain or appoint another team captain to represent the Club. If the Captain is unable to select a team or be team captain or to appoint another to participate in such competition, tournament, match or game, the Management Committee shall select the team or appoint a captain for the team.

9.6 COMMITTEE MEMBERS

The Committee Members shall carry out such duties as directed by the President or the Management Committee.

10 CLUB FINANCIAL

CLAUSE 10. CLUB FINANCIAL

10.1 MEMBERS ACCOUNTS

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

(c) The Management Committee may at any time by notice in writing require the

account of a Member to be paid forthwith, and upon the issue of such notice, such account shall become due and payable.

(i) The Management Committee may by a notice at the Club's notice board to the intent that all or any identified Member shall not exceed a stated debit or shall otherwise maintain their account, as the Management Committee shall decide.

(ii) Nothing contained in this Clause shall prevent the Management Committee from introducing from time to time systems of payment by cash or coupons or credit card or by such form of electronic, telephony or multi-media fund transfer or other system of payment as it deems fit.

(d) Members' accounts outstanding for a period of thirty (30) days after it falls due shall be liable to a surcharge at the rate of 10% monthly rests on the total amount until paid.

(e) Member's default to pay any due owing for a period of sixty (60) days, the name of such Member shall be posted as a defaulter in the Club's notice board. The defaulter shall not allow incurring any more financial obligation at the club. If the defaulter fails to settle in full the amount due within thirty (30) days of posting the rights of Membership shall be automatically suspended.

(f) If the defaulter fails to settle in full the amount due within thirty (30) days of suspension, the Membership shall be automatically ceased.

10.2 CLUB ACCOUNT AND FUND

The General Fund of the Club shall be derived from fees, dues and voluntary contributions; and together with 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.

(a) For a single transaction for expending or to enter into a contract commitment not being a multiple composite of a single or the same transaction at any one time:

(i) below five thousand ringgit (RM5,000.00) must be authorised either by the President, Deputy President, Honorary Secretary or Honorary Treasurer;

(ii) exceeding five thousand ringgit RM5,000.00 to seventy five thousand ringgit (RM75,000.00) must be approved by the Committee; and

(iii) exceeding seventy five thousand ringgit (RM75,000.00) shall not be incurred without the prior sanction of a General Meeting.

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

(c) Nothing herein contained shall prevent the payment in good faith or remuneration to any office bearers or employees 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 by the Annual General Meeting. The audited accounts shall be submitted for the approval in the next Annual General Meeting, and copies shall be made available at the Club for the perusal of Members.

11 CLUB PROPERTY

CLAUSE 11. CLUB PROPERTY

(a) No Member shall or allow introduced guest to 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 for the loss or damage of any property of the Club caused by the Member or introduced guest when thereof if called upon to do so by the Management Committee or in accordance with the By- laws.

(c) The Management 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 Management Committee may think fit.

(d) The Management Committee may at any time allow any part of the Club building, its amenities and facilities to be used for a function by any Member or public subject to such conditions as the Management Committee may prescribe with preference always accorded to the needs of Members.

12 AUDITORS

CLAUSE 12. 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 Annual General Meeting may at any time terminate the Auditors thus appointed. 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 Management Committee.

13 PROPERTY ADMINISTRATOR / PUBLIC OFFICER

CLAUSE 13. PROPERTY ADMINISTRATOR / PUBLIC OFFICER

13.1 PROPERTY ADMINISTRATOR

(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 and as

Trustees for the Club for all immovable properties and chattels whatsoever belonging to but not registered in the name of the Club upon execution of a Deed of Trust.

(b) The officers shall continue to hold office until replaced at the next Annual General Meeting.

(c) The officers shall ensure that all the Club's immovable properties shall be registered in the name of the Club and they shall subject to the limits set by this Constitution not sell, withdraw, transfer, mortgage or charge any of the property of the Club without the consent of a General Meeting.

13.2 PUBLIC OFFICER

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

(b) The officer shall continue to hold office until replaced at the next Annual General Meeting.

(c) In the event of any vacancy in the office of Trustees or the statutory officers, the Management Committee may fill the vacancy until the next Annual General Meeting.

14 PATRONS AND ADVISOR

CLAUSE 14. PATRONS AND ADVISOR

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

(b) During the term of a Management Committee, an Honorary Legal adviser may be appointed from amongst the voting members to assist the Management Committee in its deliberations. The Honorary Legal Adviser may attend Management Committee meetings at the pleasure of the Management Committee but will not have a right to vote and voice on any matters before the Management Committee except when called upon to comment by the President. The Honorary Legal Adviser shall not be paid and his appointment is terminable at any time by the Management Committee by a written notice.

(c) Management Committee may appoint a legal firm to assist the Honorary Legal Adviser or for the Club.

15 INTERPRETATION

CLAUSE 15. INTERPRETATION

(a) Between Annual General Meetings the Management Committee shall be the sole authority to interpret the Constitution and By-laws.

(b) In the event of any question or matter arising that is not provided for by this Constitution or the By-laws, the Management Committee shall have full power to

decide and to act thereon.

Except where they are contrary to or inconsistent with the policy previously laid down by the General Meeting, the decisions of the Management Committee herein shall be binding on all Members of the Club unless and until countermanded by a resolution of a General Meeting

16 PROHIBITION

CLAUSE 16. PROHIBITION

(a) The office bearers of this Club and every officer performing executive functions therein shall be Sarawakian citizens.

(b) In no instance shall an employee of the Club be reprimanded directly by a Member, other than by the Management Committee or Sub-Committee.

(c) 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.

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

(e) Any form of gambling shall be prohibited at the premises of the Club as defined by the Gaming Houses Act, 1953.

(f) Neither the Club nor its Members shall attempt to restrict or in any other manner interfere with the trade or prices or engage in any Trade Union activities as defined in the Trade Union Act, 1959.

(g) The Club shall not hold any lottery, whether confined to its Members or not, in the name of the Club, its office bearers or Members without prior approval from the authorities concerned.

17 AMENDMENT OF CONSTITUTION

CLAUSE 17. AMENDMENT OF CONSTITUTION

These rules may not be altered or amended except by resolution of a General Meeting. Such alterations or amendments shall take effect from the date of their approval by the Registrar of Societies.

18 DISSOLUTION

CLAUSE 18. 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 surplus assets and fund shall be disposed off to the Individual Members or in such manner as a General Meeting of Individual Members may decide.

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

19 FLAG, LOGO AND BADGE

19.1 FLAG

Description.

The Flag of the Club will have the logo of the Club displayed in the centre on a white rectangular field.

19.2 LOGO

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.

19.3 BADGE

Description.

The Badge of the Club will be a heraldic shield with the logo of the Club displayed in the centre on a field of white.

LAMPIRAN

1. Bendera



2. Lambang



3. Lencana

