



CONSTITUTION

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**National Service Resort & Country Club
Safra Resort**

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ARTICLE 1 – NAME

- 1.1 The name of the Club shall be NATIONAL SERVICE RESORT AND COUNTRY CLUB (hereinafter referred to as “the Club”).
- 1.2 The address of the Club shall be 10 Changi Coast Walk, Singapore 499739.

ARTICLE 2 – OBJECTS

The objects of the Club shall be the provision of recreational, sporting, competition and social facilities for persons who are serving or have completed full-time national service and are rendering or have rendered operationally-ready national service under the Enlistment Act, Cap. 93 who are admitted as Members, nominees of Corporate Members, their families, guests and other persons admitted into the Club by the Proprietor.

ARTICLE 3 – STRUCTURE

- 3.1 The Club is a proprietary club, the sole proprietor being SRCC Pte Ltd (“the Proprietor” which expression shall include its successors-in-title and assigns).
- 3.2
 - (a) Ordinary Members, Associate Members, nominees of Corporate Members, their spouses and children who are registered as family members, as well as guests of such persons and Day Members shall be entitled to use the facilities of the Club in accordance with these Articles and the rules, regulations and Bye-laws of the Club.
 - (b) The Proprietor may permit other persons to use one or more of the Club’s facilities subject to such conditions or restrictions as the Proprietor may from time to time prescribe.
- 3.3 The Proprietor shall be responsible for providing premises for the Club and all the necessary facilities for so long as the Proprietor remains the lessee of the land (for the duration of the current lease-hold term) on which the Club Premises and facilities are located and shall be entitled to receive all entrance fees, deposits, nomination fees, monthly subscriptions, guest fees, green fees, transfer fees or any other fees and monies as may be payable in accordance with the Articles, and the rules, regulations and Bye-laws of the Club.
- 3.4 The Proprietor shall maintain one or more bank accounts designated for the purposes of the Club into which shall be paid all operating income of the Club. For the purpose of this provision operation income shall include monthly and periodic subscriptions, guest fees, green fees, income from jackpot collections and other fees which may be levied by the Proprietor for the use of the Club facilities or consumption of food or beverage. The operating expenditure of the Club shall be paid from such account(s).

3.5 In the event that operating income shall be less than operation expenditure the Proprietor shall make up any shortfall. Any surplus shall belong to the Proprietor.

3.6 **PATRON**

The Proprietor may appoint one or more distinguished persons to be a Patron or Patrons of the Club.

3.7 **HONORARY MEMBER**

The Proprietor may invite any persons of distinction to be an Honorary Member for such period as it deems fit. Honorary Members shall not be required to pay any Entrance or Subscription fees. An Honorary Member shall enjoy all the rights and privileges for an Ordinary Member.

ARTICLE 4 – MEMBERSHIP

4.1 Membership of the Club shall consist of any or all of the following classes of Members namely:

- (a) Ordinary Members;
- (b) Associate Members;
- (c) Corporate Members;
- (d) Day Members;
- (e) Such other class of Members as may be determined by the Proprietor from time to time.

4.2 Ordinary Membership and Associate Membership shall be for the terms or period as set out in the Articles herein.

4.3 The Proprietor may at its absolute discretion extend the term of or close or reinstate any class of Membership or impose and/or implement such terms and conditions relating to any class of Membership as it deems fit and appropriate.

4.4 (a) Every application for Membership except for Day Members shall be on the prescribed form to be provided for the purpose. Applicants for Ordinary Membership and Associate Membership shall complete and sign the application forms personally. Application for Corporate Membership shall be duly signed by a duly authorized representative of the applicant.

(b) The prescribed deposit, which shall be refundable to the applicant in the case of rejected application, shall be paid by every applicant in the mode and in the manner stipulated by the Proprietor when an application for membership is made. In the case of successful applicants, it shall be credited towards the payment of entrance fee. Entrance, nomination and all other fees as determined by the Proprietor and/or governmental taxes or levied, if applicable, shall be payable on the acceptance of the applicant

for Membership to the Club. In the case of applicants who are accepted for Membership but declined to take up the same, the prescribed deposit shall be forfeited.

- 4.5 The General Committee or such other sub-committee or person as the General Committee shall delegate, on behalf of the Proprietor, shall consider all applications for Membership and shall be responsible for determining the applicants who are to be admitted to the Club as Members. All decision of the General Committee or the body or person/s delegated by the same shall be final, and the same shall have the sole, absolute discretion to decide on all admission or termination of Membership. The aforesaid shall not be required to furnish any reasons for its decision.
- 4.6 For the avoidance of doubt, any failure to disclose in an application for admission as Member, any dispute with the Proprietor and/or the Club, whether past or present, and/or any act or omission on the part of the applicant for Membership which would have constituted a breach of the Club's Constitution and/or Bye-laws if such applicant had been a member at the material time of such dispute, act or omission, shall be a valid and proper basis for rejecting such application for admission, or if the said applicant has been inadvertently admitted as a Member due to such non-disclosure, as the case may be, such non-disclosure shall be a valid and proper basis for termination of the material membership forthwith, upon the discovery of the said non-disclosure by the Club, unless the General Committee decides otherwise.
- 4.7 Upon acceptance, the name of the applicant shall be entered in the Register of Members maintained for each class of Members.
- 4.8 The successful applicant shall pay monthly or such other periodic subscriptions or such other fees as may be prescribed by the Proprietor from time to time from the date the Membership commence ("the Commencement Date"), such date to be fixed by the General Committee. Monthly subscriptions shall thereafter be payable in advance to the Proprietor on the 1st day of each month. The successful applicant shall be a Member and shall enjoy all rights and privileges of Membership for that class of Membership from the Commencement Date.

4.9 **ORDINARY MEMBER**

- (i) Application for Ordinary Membership shall be opened to persons who are serving or have completed full-time national service and are rendering operationally-ready national service under the Enlistment Act, (Cap 93) as may be determined by the Proprietor and such other persons as may be approved by the Board of Governors of the SAFRA National Service Association or its successors-in-function ("the SAFRA Board").
- (ii) An Ordinary Membership may be for a term from 2 years ("2 years Term") to 10 years ("10 years Term") to commence from the Commencement Dare, provided that, in case of persons admitted to Ordinary Membership

with the approval of the SAFRA Board, the Proprietor may prescribe additional condition(s) on their membership and their membership term shall be in accordance with the conditions(s) prescribed.

- (iii) In the case of Ordinary Membership for a term between 2 to 10 years, prior to or upon the expiry of any relevant existing Term, the Ordinary Member may, if he is or shall be rendering operationally-ready national service under the Enlistment Act, Cap 93, opt in writing to extend his Membership for a further of 2 to 10 years or such other term as the Proprietor may stipulate from time to time ("Further Term") from the date of expiry of the said relevant existing Term, provided always that subject to Article 4.9 (vii) herein, the aggregate term of membership as may be extended shall at all times not exceed 30 years as well as that the Ordinary Member must continue be rendering operationally-ready national service as stipulated for the full duration of the Further Term, and the Proprietor may at its sole discretion, upon receipt of notice of exercise of the option from the applicant and upon payment by the applicant of such entrance or other fees as may be determined by the Proprietor as well as upon the applicant fulfilling any terms and conditions the Proprietor may impose from time to time, extend the applicant's Ordinary Membership for the Further Term. In the event that the Ordinary Member has ceased to render operationally-ready national service as stipulated at the date of expiry of the said relevant existing Term and/or Further Term (as the case may be), he may apply for Associate Membership in accordance with Article 4.10 herein, provided always that subject to Article 4.9 (vii) herein, the aggregate of the respective term of the Ordinary Membership and the Associate Membership shall at all times not exceeded 30 years.
- (iv) An Ordinary Member whose current Membership has expired may reapply to become an Ordinary Member or Associate Member of the Club (as may the case be) at any time subject to the land lease condition set out in article 4.17 and in accordance with the Constitution, rules or Bye-laws of the Club at the time of that application. The aggregate of the respective term for Ordinary Membership and/or Associate Membership for a Member of the Club shall not exceed 30 years.
- (v) Subject to the following conditions and any other conditions that the Proprietor or the General Committee may prescribe from time to time, Ordinary Membership may be assigned or transferred:-
 - (a) A living Ordinary Member ("Existing Ordinary Member") may assign or transfer his membership to his son (as determined accordance with the law) ("Son"), provided always that:-
 - The Son is not an existing member of the Club under any of the classes set out in Article 4 herein;

- The Son is a Full-Time National Serviceman or an existing Operationally Ready National Serviceman;
- The Son pays an Administrative/Transfer Fee equivalent to 10% of the prevailing entrance fee for the remainder of the terms of membership assigned or transferred to him by Existing Ordinary Member;
- All existing supplementary membership of the Existing Ordinary Member under Article 4.13 herein are terminated.

Subject to eligibility, the Son may apply to extend or renew the term of membership assigned or transferred to him in accordance with Article 4.9 (iii) and Article 4.9 (iv) herein respectively, and/or apply for supplementary membership for his spouse and/or children (if any) in accordance with Article 4.13 herein.

- (a) The Estate of a deceased Ordinary Member (“Deceased Ordinary Member”) may assign or transfer his Membership to the Deceased Ordinary Member’s spouse (“Spouse”) or son (“Son”) as the case may be, provided always that;-
- All conditions set out under Article 4.9 (v) (a) herein are satisfied in the event the membership of the Deceased Ordinary Member is assigned or transferred to the Son;
 - Should the membership of the Deceased Ordinary Member be assigned or transferred to the Spouse, all the rights and obligations of the Deceased Ordinary Member under the Constitution shall vest in the Spouse until the end of the term of membership assigned or transferred to her, and in particular, the Spouse shall be liable to pay the prevailing subscription fee for all Ordinary Members. In such an event, the Spouse is not entitled to any extension or renewal of the membership term assigned or transferred to her.
- (vi) An Ordinary Member shall be entitled to the use of the facilities of the Club in accordance with the Articles herein and other such rules, regulations or Bye-laws as the Proprietor or the General Committee may from time to time prescribe.
- (vii) Notwithstanding the other provisions in this Article but without prejudice to the generality of the same, there shall be a sub-category of Ordinary Membership know as “Ordinary Membership (Basic)”, where all the rights and privileges of Ordinary Membership shall apply save for the following;
- An Ordinary Member (Basic) shall pay a lower entrance fee than an Ordinary Member (to be stipulated by the Proprietor or the General Committee in their sole discretion);

- The golfing privileges for an Ordinary Member (Basic) shall be different from that of an Ordinary Member, such difference to be stipulated by the Proprietor or the General Committee in their sole discretion;
- The membership of an Ordinary Member (Basic) shall not be subjected to a maximum of 30 years, but shall be limited by the land lease condition set out in Article 4.17 and may be stipulated by the Proprietor or the General Committee in their absolute discretion.

4.10 **ASSOCIATE MEMBER**

- (i) Applications for Associate Membership shall be opened to persons who have completed full-time national service or have rendered operationally-ready national service under the Enlistment Act, (Cap 93) as may be determined by the Proprietor and such other persons as may be approved by the Board of Governors of the SAFRA National Service Association or its successors-in-function (“the SAFRA Board”). For the avoidance of doubt, subject to Article 4.9 (iii) and Article 4.9 (iv) herein, an Ordinary Member who have ceased to render operationally-ready national service as stipulated at the date of expiry of his Ordinary Membership may apply for Associate Membership in accordance with this article.
- (ii) Subject to Article 4.10 (iii) and Article 4.10 (iv) herein, an Associate Membership may be for such term as the Proprietor may stipulated from time to time (“the Associate Term”) to commence from the Commencement Date, provided that, in the case of persons admitted to Associate Membership with the approval of the SAFRA Board, the Proprietor may prescribe additional condition(s) on their membership and their membership term shall be in accordance with the condition(s) prescribed.
- (iii) In the case of Associate Membership, prior to or upon the expiry of any relevant existing Associate Term, the Associate Member may opt in writing to extend his Membership for a further term (“Further Term”) from the date of expiry of the said relevant existing Associate Term and the Proprietor shall upon receipt of the notice of exercise of the option and upon payment by the applicant of such entrance or other fees as may be determined by the Proprietor, as well as upon the applicant fulfilling any terms and conditions the Proprietor may impose from time to time, extend the applicant’s Associate Membership for the Further Term. PROVIDED ALWAYS, subject to Article 4.9 (vii) and Article 4.10 (vii), that the aggregate term of membership as may be extended shall not exceed 30 years.
- (iv) An Associate Member whose current Membership has expired, may reapply to become an Associate Member of the Club at any time in

accordance with the Constitution, rules or Bye-laws of the Club at the time of that application. Subject to Article 4.9 (iii), Article 4.9 (iv), Article 4.10 (iii), Article 4.10 (iv) and Article 4.10 (vii) herein, the aggregate term for Associate Membership as may be extended herein shall not exceed 30 years.

(v) Subject to the following conditions and any other conditions that the Proprietor or the General Committee may prescribe from time to time, Associate Membership may be assigned or transferred:-

(a) A living Associate Member ("Existing Associate Member") may assign or transfer his membership to his son (as determined accordance with the law) ("Son"), provided always that:-

- The Son is not an existing member of the Club under any of the classes set out in Article 4 herein;
- The Son is a Full-Time National Serviceman or an existing Operationally Ready National Serviceman;
- The Son pays an Administrative /Transfer Fee equivalent to 10% of the prevailing entrance fee for the remainder of the terms of membership assigned or transferred to him by Existing Associate Member;
- All existing supplementary memberships of the Existing Associate Member under Article 4.13 herein are terminated.

Subject to eligibility, the Son may apply to extend or renew the term of membership assigned or transferred to him in accordance with Article 4.10 (iii) and Article 4.10 (iv) herein respectively, and/or apply for supplementary membership for his spouse and/or children (if any) in accordance with Article 4.13 herein

(b) The Estate of a deceased Associate Member ("Deceased Associate Member") may assign or transfer his Membership to the Deceased Associate Member's spouse ("Spouse") or son ("Son") as the case may be, provided always that:-

- All the conditions set out under Article 4.10 (v)(a) herein are satisfied in the event the membership of the Deceased Associate Member is assigned or transferred to the Son;
- Should the membership of the Deceased Associate Member be assigned or transferred to the Spouse, all the rights and obligations of the Deceased Associate Member under the Constitution shall vest in the Spouse until the end of the term of membership assigned or transferred to her, and in

particular, the Spouse shall be liable to pay the prevailing subscription fee for all Associate Members. In such an event, the Spouse is not entitled to any extension or renewal of the membership term assigned or transferred to her.

- (vi) An Associate Member shall be entitled to the use of the facilities of the Club in accordance with the Articles herein and other such rules, regulations or Bye-laws as the Proprietor or the General Committee may from time to time prescribe.
- (vii) Notwithstanding the other provisions in this Article but without prejudice to the generality of the same, there shall be a sub-category of Associate Membership known as "Associate Membership (Basic)", where all the rights and privileges of Associate Membership shall apply save for the following;
 - An Associate Member (Basic) shall pay a lower entrance fee than an Ordinary Member (to be stipulated by the Proprietor or the General Committee in their sole discretion);
 - The golfing privileges for an Associate Member (Basic) shall be different from that of an Ordinary Member, such difference to be stipulated by the Proprietor or the General Committee in their sole discretion;
 - The membership of an Associate Member (Basic) shall not be subjected to a maximum of 30 years, but shall be limited by the land lease condition set out in Article 4.17 and may be stipulated by the Proprietor or the General Committee in their absolute discretion.

4.11 **CORPORATE MEMBERSHIP**

- (i) An application for Corporate Membership shall be open to any Firm, Company, body Corporate or such other entries as the SAFRA Board may from time to time approve.
- (ii) Corporate Membership is divided into four categories
 - (a) **CORPORATE MEMBERSHIP (GROUP A)**

Corporate Membership (Group A) is also known as Individual Corporate Membership.

A Corporate Member shall, under the Corporate Membership (Group A) be entitled to nominate one (1) or two (2) Fixed Nominees.

(b) CORPORATE MEMBERSHIP (GROUP B)

Corporate Membership (Group B) is also known as Flexible Corporate Membership.

A Corporate Member shall, under Corporate Membership (Group B) be entitled to nominate one (1) Fixed Nominee and one (1) Flexible Nominee, or two (2) Flexible Nominees.

The term for Corporate Membership under Group A and Group B shall be up to the expiry of the Proprietor's lease subsisting at the time of approval of the Corporate Membership for the land on which the Club Premises and its facilities are located or such substantial part thereof as would render it impracticable to continue to provide golfing, social, sporting and other recreational activities for the membership as a whole.

A Corporate Member under Group A and Group B may transfer its membership to any other Firm, Company or body corporate subject to the payment of the requisite transfer and/or other fee(s) and to such other conditions as the General Committee may at its absolute discretion decline approval of any such transfer.

(c) CORPORATE MEMBERSHIP (GROUP C)

Corporate Membership (Group C) is also known as Corporate Term Membership. A Corporate Member shall, under Corporate Term Membership (Group C) be entitled to nominate one (1) Fixed Nominee for a term 1, 2 or 3 years.

Upon the expiry of the relevant term, the Corporate Member (Group C) may at the time of the expiry of membership term ("First Term" opt in writing to extend his membership for a further term from the date of expiry of the First Term ("Second Term") and the Proprietor shall upon receipt of the option and upon payment by the applicant of such entrance or other fees as may be determined by the Proprietor, extend the applicant's Corporate Term Membership for the Second Term.

A Corporate Member under Group C whose current Membership has expired may re-apply to become a Corporate Member of the Club in accordance with the Constitution, rules of Bye-laws of the Club at the time of application.

Corporate Membership (Group D) shall not be assignable or transferable.

(d) CORPORATE MEMBERSHIP (GROUP D)

Corporate Membership (Group D) is also known as Flexible Corporate Term Membership. A Corporate Member shall under Corporate Membership (Group D) be entitled to nominate one (1) Flexible Nominee for a term of one (1) year.

Upon the expiry of the term, the Corporate Member (Group D) may at the time of the expiry of membership term ("First Term") opt in writing to extend his membership for a further term from the date of expiry of the First Term ("Second Term) and the Proprietor shall upon receipt of the option and upon payment by the applicant of such entrance or other fees as may be determined by the proprietor, extend the applicant's Flexible Corporate Term Membership for the Second Term.

A Corporate Member (Group D) whose current Membership has expired may re-apply to become a Corporate Member of the Club in accordance with the Constitution, rules of Bye-laws of the Club at the time of application.

Corporate Membership (Group D) shall not be assignable or transferable.

- (iii) For the purposes of this Article, a "Fixed Nominee" shall be a specific person expressly nominated by the Corporate Member (Group A & B) and/or Corporate Member (Group C) (as the case may be) , who, subject to the Constitution rules, regulation and Bye-laws as the Proprietor or the General Committee may from time to time prescribe, shall be entitled to enjoy the same privileges as an Ordinary Member, whilst a "Flexible Nominee" shall be a Corporate Member (Group B) or a Corporate Member (Group D) (as the case may be), who, subject to the Constitution rules, regulations and Bye-laws as the Proprietor or the General Committee may from time to time prescribe, shall be deemed to enjoy the same privileges as a Fixed Nominee by virtue of possession or ability to present the Corporate Membership (Group B) and/or Corporate Membership (Group D) membership card (as the case may be) issued by the Club upon entering the Club and/or its facilities.
- (iv) A Corporate Member shall be entitled from time to time by notice in writing to the General Committee to terminate a Fixed Nominee and to make a fresh nomination of a substitute nominee. The substitute nominee shall, from the time his nomination is approved by the General Committee (which shall not be earlier than the receipt by the Proprietor of the fees prescribed for such substitution), be entitled to the same privileges of the nominee whom he replaces.

- (v) A Corporate Member shall be liable for the payment of entrance, nomination and all other fees, subscriptions and monies due on the account of its nominee(s) with the Club.
- (vi) All Corporate Members and their nominees shall be subject to the Constitution, rules, regulations and Bye-laws as the Proprietor or the General Committee may from time to time prescribe.

4.12 **DAY MEMBER**

- (i) The Proprietor may, upon the payment of the prescribed fee, admit a person who qualifies under guidelines prescribed by the SAFRA Board from time to time, to be a Day Member of the Club.
- (ii) A Day Member shall, subject to these articles, rules, regulations and Bye-laws of the Club, be entitled to the use and privileges of the Club's facilities for the day in respect of which he has made payment as prescribed provided that the Day Member using any facilities shall pay such additional fees as may be prescribed from time to time by the Proprietor for the use of any or all the Club's facilities.

4.13 **SPOUSE & CHILDREN**

The Spouse and/or children under 21 years of age of:

- (a) An Ordinary Member; or
- (b) An Associate Member; or
- (c) A Fixed Nominee of a Corporate Member;

shall, subject to the Articles herein and any other rules, regulations or the Bye-laws (and subject to the payment of such subscriptions or fees as the Proprietor may prescribe), be entitled to use all the Club's facilities in the same manner as the member or nominee provided that any such spouse or child using the golf course/driving range, swimming pool or other facilities shall pay such fees as may be prescribed from time to time by the Proprietor. A member shall be responsible for the conduct of and any debt or liability incurred by his spouse and/or children of that of his nominee(s).

4.14 **ABSENT MEMBER**

- (i) Any Ordinary Member or Associate Member or Fixed Nominee of a Corporate Member leaving Singapore for six (6) months and above, who gives written notice (at least one month prior to his intended departure) to the General Committee of his intended departure shall be placed on the list of Absent Members, provided he has paid all amounts due by him and

provided that immediately upon his return he shall give written notice to the General Committee of his return to Singapore. Such member shall pay in advance a reduced subscription which shall be at the rate of a percentage of the subscription ordinarily payable for the full period of absence as shall be determined by the Proprietor, but shall be liable for his full subscription for the month in which he leaves, and the month in which he returns. Such member may be entitled to use the facilities of the Club subject to the Articles herein and any other rules, regulations or Bye-laws and subject to the payment of such fees as the Proprietor may prescribe.

- (ii) The spouse and children placed on the List of Absent Members may be entitled to use the facilities of the Club subject to the Articles herein and any other rules, regulations or the Bye-laws and subject to the payment of such fees as the Proprietor may prescribe. A Member who is placed on the List of Absent Members or Corporate Member whose nominee is similarly placed shall at all time be liable for and shall procure the payment of all amount due under its Club account, including those incurred by his spouse or children.
- (iii) Where the account of a Member who is, or whose nominee is, placed on the List of Absent Members is in arrears, the General Committee may after a sufficient grace period has lapsed (the period to be determined in the sole discretion of the General Committee) direct that his name be placed in the List of Defaulters for a period of seven (7) days. Upon the expiry of the said period of 7 days, the Membership shall cease and the Member shall be struck off from the Register of Members but without prejudice to the rights of the Proprietor to recover all monies due from the Member to the Proprietor.
- (iv) A member struck off the Register of Members under this Article may at the absolute discretion of the General Committee be reinstated to the Register of Members upon payment of all monies due to the Club and other such fees as the Proprietor may prescribe for the reinstatement
- (v) Any Ordinary Member or Associate or any Fixed Nominee of a Corporate Member (as the case may be) who will be away from Singapore for a continuous period of six (6) months and who is eligible to be placed on the list of Absent Members may, prior to being placed on the said list, apply to the Proprietor for his membership term to be extended by the period he is placed on the list of Absent Members or such period as may be allowed by the Proprietor. Such application of extension of his membership term shall be granted at the sole discretion of the Proprietor. The Proprietor may prescribe such conditions at its sole discretion for the extension of the membership term provided always that subject to Article 4.9 (vii) and Article 4.10 (vii), the aggregate term of membership, including any extension granted hereunder but excluding the period while the Member is on the list of Absent Members, shall at all times not exceed 30 years, in

the case of an Ordinary or Associate Member, or, in the case of a Corporate Member under Group A, B and/or C, in accordance with the stipulation duration of the membership term under Articles 4.11 (a)(b) and/or (c) (as the case may be).

4.15 **GUESTS**

- (i) Except where otherwise provided by these Articles or other rules, regulation or Bye-laws of the Club, a Member or nominee (other than a Day Member) may introduce guests to the Club. The Proprietor may from time to time prescribe limits to the number of occasions in a month when a person can be introduced as a guest. Guests shall be entitled to use the facilities as the General Committee may from time to time decide and shall be governed by these Articles and other rules, regulations and Bye-laws of the Club provided that any guest using the golf course, swimming pool or other facilities shall pay such fees as may be prescribed from time to time by the Proprietor for the use of these facilities. The General Committee may in any specific case in its absolute discretion allow a guest to be introduced to the Club on more occasions than the frequency prescribed.
- (ii) A Member or a nominee introducing a guest shall write the name of the guest, his own name and the day for which the guest is introduced in a book kept for this purpose at the Club and shall be responsible for any debt or liability to the Club incurred by such guest. The introducer shall be responsible for the behavior of the guest and it is the duty of the introducer to acquaint his guest to the Club's Constitution, rules, regulations and Bye-laws and as to whether there are any restriction against the use of the golf course, swimming pool and other facilities by guests.
- (iii) The General Committee may at any time withdraw the privileges of the use of the facilities of the Club from any guest without assigning any reason whatsoever.
- (iv) No person from whom the privileges of the Club have been withdrawn may be introduced as a guest.
- (v) No person whose Membership has been terminated under Article 7 or from whom the privileges of the Club have been withdrawn under Article 4.14 (iii) above may be introduced as a guest.

4.16 **RESTRICTION OF PRIVILEGES**

- (i) If at any time it appears to the General Committee that the golf course, the swimming pool, the tennis courts or any other facilities of the Club is congested or overused, the General Committee may in its absolute discretion restrict the privileges of any Member of any category, nominee, their families or their guests in respect of any one or more facility.

- (ii) The General Committee may in its absolute discretion reserve the whole or any part of the facilities of the Club (and withhold the use thereof) for such purpose and for such period of times as it deems necessary.

4.17 LAND LEASE CONDITION

The Proprietor has the sole discretion to reject any application for new or extended membership term if the applied term exceeded the end date of a land lease that will lead to the dissolution of the Club or a significant change in the Club's facilities configuration. Should such application be accepted, the membership term is subject to Article 20 herein.

ARTICLE 5 – ENTRANCE FEES, DEPOSIT, SUBSCRIPTIONS AND OTHER FEES

The entrance fees, deposit, subscription, transfer fees, late payment charges, administrative charges and other fees payable by the various classes of Members (which shall be non-refundable) shall be determined by the Proprietor, from time to time.

ARTICLE 6 – RESIGNATION

- 6 (a) A Member may at any time by giving not less than thirty (30) days' notice in writing to the Proprietor to resign but shall continue to be liable for any subscription or other debts due and unpaid at the date of his resignation.
- (b) The General Committee may, with the Proprietor's approval, accept an application for membership by a person who had previously resigned as a member without requiring the applicant to pay the full amount of entrance fees payable at the time of the application

ARTICLE 7 – TERMINATION, SUSPENSION & CESSATION OF MEMBERSHIP

- 7.1 In the even if any Member fails to pay such entrance fee as is payable or fails to maintain his account a satisfactory manner as set out in the Article herein and a Cessation Notice (as defined in Article 8.4 herein) has been given at his address as listed in the Register of Member such Member shall cease to be a Member and his/its name shall be struck off from the Register of Members. The General Committee may, at its absolute discretion, upon receipt of a satisfactory explanation from the Member regarding the default and payment of all arrears and such other payments as may be prescribed by the General Committee reinstate the person to the Register of Members.

- 7.2 If any Member or nominee of a Corporate Member acts in any way prejudicial to the interest of the Club or its Member thereof or breaches any of these Articles or other rules, regulations or Bye-laws of the Club (as may be determined by the General Committee), such matters shall be dealt with in accordance with the Club's prevailing rules, regulations and Bye-laws from time to time prevailing.
- 7.3 If the General Committee determines that a nominee of a Corporate Member is to be suspended or terminated after such a nominee has been dealt with in accordance with the Club's rules, regulations and Bye-laws from time to time prevailing, the General Committee may, in lieu of such termination or suspension, require the Corporate Member to substitute a new nominee in place of the first-mentioned nominee, upon such terms as the General Committee may stipulate.
- 7.4 A person or entity whose membership is terminated under this Article shall not thereafter be eligible to apply for Membership of the Club and any application for or grant of membership to such a person or entity shall be void.
- 7.5 A Member or nominee who has been suspended under this Article herein shall have all his privileges in the Club and those of his family withdrawn for the period of his suspension.
- 7.6 Any Member:-
- (a) who ceased to be a Singaporean citizen, or
 - (b) who has resigned or died, or
 - (c) who has been adjudicated bankrupt, or
 - (d) who has been wound-up, or
 - (e) who becomes an enemy alien of Singapore, or
 - (f) who has been given Cessation Notice under Article 8.4 hereof, or
 - (g) whose membership has been terminated, or
 - (h) who has been convicted of any offence involving violence or dishonesty or shall suffer imprisonment for any reason whatsoever, or
 - (i) who leaves Singapore to escape criminal proceedings, or
 - (j) whose Membership shall under these Articles cease in any other way,

shall cease to be a Member forthwith unless the General Committee shall decides otherwise, provided that any Corporate Member who ceases to be a Member under (b), (d), (f) and (i) above shall be allowed to transfer his Membership within three (3) months of the date of cessation of membership, subject to full settlement

of his account with the Club and payment of such administrative or transfer fee as the General Committee may from time to time decide. If such Corporate Member or the Official Receiver, Liquidator or Judicial Manager (on his behalf) as the case may be fails to transfer his Membership within the stated period, his rights to transfer his Corporate Membership shall cease upon the expiry of the said period unless otherwise decided by the General Committee.

- 7.7 Any Member on ceasing to be a Member shall forfeit all rights and privileges of a Member and the use of the facilities of the Club.

ARTICLE 8 – MEMBER’S ACCOUNT

- 8.1 The account of each Member of the Club shall be kept as directed by the General Manager and each Member of the Club shall at all time keep his account fully paid up.
- 8.2 If any Member’s account is in debit or not fully paid up the General Manager may issue a written notice (“Reminder Notice”) to the Member requiring him to pay up all monies due under his account within fourteen (14) days of the Reminder Notice.
- 8.3 In the event that the Member fails to pay up all monies due under his account or have his account fully paid up within the time provided in Article 8.2 above, the General Manager may give written notice (“Notice to Withdraw Privileges”) to the Members to withdraw the privileges of the Club until the Member pays up all monies due under this account or have his account fully paid up. From the date of the Notice to Withdraw Privileges, the Member or, in the case of a Corporate Member, his nominee(s) shall cease to have any privileges, rights and all attendant benefits of Membership in the Club.
- 8.4 If the Member fails to pay up all monies due on his account or fails to have his account fully paid within fourteen (14) days of the date of the Notice to Withdraw Privileges, the General Manager may by a further written notice (“Notice of Default”) notify such Member that his name shall from the date of the Notice of Default be placed on the List of Defaulters and that if he should fail to pay up all monies due under his account or fail to have his account fully paid up within seven (7) days of the Notice of the Default, the General Manager shall give the Member written notice (“Cessation Notice”) informing him of his failure to pay up all monies due under his account or have his account fully paid up and from the date of the Cessation Notice, Article 7.1 shall apply and the Member shall thereupon cease to be a Member but without prejudice to the rights of the Proprietor to recover all monies due from him to the Proprietor.

ARTICLE 9 – GENERAL COMMITTEE

- 9.1 The General Committee shall be appointed by the Proprietor and shall comprise the following:
- (a) The President – The President shall preside at all Meetings of the General Committee. He may call a meeting of the General Committee as often as he thinks fit.
 - (b) Two Vice-Presidents – The Vice-Presidents shall assist the President. One of the Vice-President shall be either the Commissioner of Civil Defence or the Commissioner of Police by virtue of their respective positions, as decided by the Proprietor in its sole discretion. All powers, functions, duties and responsibilities of the President shall in his absence be vested in either of the Vice-Presidents, as decided by the President.
 - (c) The Secretary – The General Manager of the Club appointed by the Proprietor shall be the Secretary of the General Committee. He shall be responsible for the maintenance of all records of meeting of the General Committee and the actions taken pursuant to decisions made at such meetings. He shall also be responsible for the maintenance of the Register of Members. The Secretary shall attend all meeting of the General Committee but shall not be entitled to vote.
 - (d) The Treasurer – The Manager, Finance/Admin of the Club appointed by the Proprietor shall be the Treasurer of the General Committee. He shall be responsible for the maintenance of the financial accounts of the Club. He shall, at such intervals as the Proprietor may prescribe, prepare the Estimate of Revenue and Expenditure (“the Budget”) of the Club for the Proprietor’s approval and shall be responsible that the expenditure of the Club are within the financial limits of the Budget. The Treasurer may attend all meetings of the General Committee but shall not be entitled to vote.
 - (e) The Captain – The Captain shall be representative of the Club in all matters relating to the game of golf.
 - (f) Up to ten (10) Committee Members who shall assist the General Committee in the discharge of its functions. The President may assign specific responsibilities for each Committee Member.
- 9.2 The Proprietor shall appoint the members of the General Committee other than the Secretary and the Treasurer for period of two years renewable in its absolute discretion of the Proprietor and such terms as the Proprietor may in its absolute discretion deem fit.
- 9.3 The General Committee shall, subject to such conditions as the Proprietor may prescribe:

- (a) be responsible for the admission of Members to the Club and the termination or suspension of Membership or withdrawal of privileges in accordance with these Articles and the rules, regulations and Bye-laws of the Club, and
 - (b) be responsible for the golfing, social, sporting and other recreational activities of the Club in furtherance of the object of the Club, and shall have such administrative power as may be necessary for the proper discharge of its functions. The General Committee shall not, however have the power to dispose or otherwise deal with the property of the Club with the prior approval of the Proprietor.
- 9.4 The General Committee shall exercise the powers given to it by these Articles and other powers as may from time to time be delegated by the Proprietor.
- 9.5 Subject to Article 16 herein, the General Committee may from time to time review these Articles and make such recommendations as may be necessary to alter, add to or repeal the Article of this Constitution to the Proprietor.
- 9.6 The General Committee shall meet as often as it is necessary for the proper discharge of its functions. Any five members of the General Committee shall constitute a quorum provided that the President or the Vice-President, and the Secretary are present.
- 9.7 The General Committee shall not later than the date specified by the Proprietor, submit to it the Budget for the ensuing financial year.
- 9.8 Until the Budget is approved by the Proprietor, the General Committee shall not approve or incur any expenditure for any purpose for the period covered by the Budget.
- 9.9 No expenditure shall be approved or incurred by the General Committee for the purpose unless budgetary provisions exist therefore and it is within the financial limits set by the Proprietor from time to time.
- 9.10 The General Committee may from time to time make, vary and revoke any rules, regulations or Bye-laws (not consistent with these Article) for the regulation of the golfing, social, sporting and other recreational activities, the general use of the Club Premises and facilities, the conduct of Members, guests and other users of these premises and facilities and for the administration of the Club. These rules, regulations or Bye-laws shall take effect from such date as prescribed by the General Committee. Until revoked all rules, regulations or Bye-laws shall be ding on all Members, guests and users of the Club.

ARTICLE 10 – SUB-COMMITTEE

- 10.1 The General Committee shall have the power to constitute sub-committees and to appoint or call for nomination to fill the positions in such sub-committees as it may

deem necessary or expedient for the furtherance of the golfing, social, sporting and other recreational activities of the Club. The General Committee may delegate, depute or refer to a person or sub-committee such powers and duties of the General Committee as it may determine. Each such person or sub-committee shall keep minutes of its proceedings which shall be produced to the General Committee (as may be required) and shall conduct its business in accordance with the directions of the General Committee. All meetings of sub-committees shall be attended by the Secretary or his representative.

10.2 No such person or sub-committee shall have the power to incur any expense on behalf of the Club and give any warranty or representation on behalf of the Club.

ARTICLE 11 – GENERAL MANAGER

11.1 The Proprietor shall appoint a person to be the General Manager who shall be responsible to the Proprietor for the administration of the Club. The General Manager shall be responsible for the formulation and implementation of the programme of activities determined by the General Committee and shall supervise the club's employees, servants or agents appointed by the Proprietor.

11.2 The General Manager shall be responsible for controlling the finances of the Club and shall have such administrative powers as may be necessary for properly carrying out the objects of the Club.

11.3 In the absence of the General Manager, the duties and responsibilities of the General Manager shall be carried out by another person appointed by the Proprietor.

ARTICLE 12 – MEMBER'S PRIVILEGES

All members and nominees may enjoy such privileges as may be prescribed by these Articles and the rules, regulations and Bye-laws of the Club. Except as provided for in these Articles and approved by the Proprietor, they shall not interfere with the affairs and management of the Club.

ARTICLE 13 – CLUB PROPERTY

No member, nominee, spouse or child of member or nominees, guests or user of the Club, shall take away, or permit to be taken away, any property of the Club (whether within the Club Premises or otherwise), neither shall they destroy or interfere with any property of the Club or permit any such property to be destroyed or otherwise interfered with.

ARTICLE 14 – NOTICE

14.1 No paper, notice or placard, written or printed shall be put in the Club Premises without the sanction of the General Manager.

- 14.2 Every Member shall communicate in writing any change of his address or that of its nominee to the General Manager. Such address shall be set out in the Register of Members.
- 14.3 A notice to any Member or nominee of a Corporate Member may be sent by post or left at his or its last address recorded in the Register of Members. If it is sent by post it shall be deemed to have been duly delivered on the day following the date of posting and if it is left as above on the day it was so left. In proving posting, it shall be sufficient to show that the envelope was correctly addressed with the address entered in the Register of Members and duly stamped.

ARTICLE 15 – PROHIBITIONS

- 15.1 Gambling of any kind, whether stakes or not, is forbidden in or around the Club Premises. The introduction of materials for gambling or drug taking or persons of bad character or ill-repute into the premises of the Club is prohibited. Subject to Article 15.2, the Club shall not hold any lottery, whether confined to Members or not in the name of the Club, the Proprietor, the General Committee, General Manager or Members.
- 15.2 Notwithstanding the provisions of Article 15.1 above, jackpot machines may be installed and other types of gaming may be permitted in the Club Premises with the specific approval of the General Committee but subject always to the relevant governmental and statutory authorities or laws relating thereof.
- 15.3 No funds or monies in the Club's accounts shall be used to pay the fines of Members or nominees of Corporate Members who have been convicted in Court.
- 15.4 No Members shall borrow in the name of, or pledge the credit of the Club.
- 15.5 The Club shall not engage in any trade union activity as defined in any written law relating to trade unions for the time being in force in Singapore.
- 15.6 The Club shall not attempt to restrict or interfere with trade or make directly or indirectly any recommendation to, or any arrangement with its Members which has the purpose or is likely to have the effect of fixing or controlling the price or any discount, allowance or rebate relating to any goods or services to be supplied by them.
- 15.7 No Member, nominee of Corporate Member, their spouses and/or children, guest or user of the Club shall reprimand any member of the staff of the Club. Any cause of complaint against a member of the staff must only be referred to the General Manager who shall (subject to any directions by the Proprietor or the General Committee) deal with the matter in a fair and proper manner.
- 15.8 No Member or nominee of Corporate Member shall give the address of the Club Premises in any advertisement, or use its address for business or other purposes.

15.9 The Club shall not indulge in any political activity or allows its funds and/or premises to be used for political purposes.

15.10 The Club shall not raise funds from the public for whatever purposes without the prior approval in writing of the Proprietor and the relevant authorities.

ARTICLE 16 – AMENDMENT OF CONSTITUTION

The Proprietor shall have the power in its absolute discretion to amend, add to or repeal the Constitution.

ARTICLE 17 – RULES, REGULATIONS & BYE-LAWS

The Proprietor may at any time make any rules, regulations or Bye-laws concerning any matter or thing as the Proprietor shall in its absolute discretion deem necessary for the administration of the Club and the furtherance of its objects. In the event of any inconsistency with rules, regulations and Bye-laws made by the General Committee, the rules, regulations and Bye-laws made by the Proprietor shall prevail. Every Member of the Club, nominee of Corporate Members, their families and guests and all other users of the Club shall be bound by and shall comply with all such rules, regulations or Bye-laws.

ARTICLE 18 – FINANCIAL YEAR & AUDITORS

18.1 The Proprietor shall appoint annually auditors for the Club who shall audit the annual accounts and accounts for any period required by the Proprietor.

18.2 The Financial year of the Club will commence on 1st April and end on 31st March (of the following year).

ARTICLE 19 – LIABILITY OF THE CLUB

The Proprietor and the Club shall not be liable:-

- (i) for any loss of or damage to any property or article whatsoever, or howsoever brought upon or left at its premises by a Member, nominee of Corporate Member, their families, guests or any other person;
- (ii) for any injury or loss whatsoever, or howsoever caused to a Member, nominee of Corporate Member, their families, guests or any other persons; and
- (iii) for all claims, demands, costs, loss of life.

ARTICLE 20 – DISSOLUTION

- 20.1 The Proprietor shall not dissolve the Club and cease the provision of Club Premises and facilities except:
- (a) when the Proprietor ceases to be the lessee of all of the land on which the Club Premises are situated, or such substantial part thereof as would render it impracticable to continue to provide golfing, social, sporting and other recreational activities for the membership as a whole; or
 - (b) when the express consent of the SAFRA Board has been obtained.
- 20.2 In the event the Club is dissolved, all memberships shall terminate on the date of dissolution. The Proprietor shall be discharged from all liabilities and obligations to the Members, whether set out in these Articles or elsewhere. No Member shall have any claim against the Proprietor or the SAFRA Board except in respect of monies standing to the credit of the Member in Club's accounts. Members shall remain liable to the Proprietor or its successors-in-title for all dues, debt and other liabilities incurred and remaining unpaid as at the date of the dissolution and shall, upon demand, forthwith make payment.
- 20.3 Upon dissolution, the Proprietor and/or the SAFRA Board shall, subject to Article 20.2 above, discharge all liabilities incurred by the Club for its operations. Any funds accruing to the Proprietor from the operation of fruit machines by the Club as at the time of dissolution must be donated to a charitable organisation or otherwise disposed of in a manner as may be approved by the relevant authorities. Any monies remaining thereafter shall be donated to the SAFRA National Service Association.

ARTICLE 21 – INTERPRETATION OF ARTICLES

The Proprietor shall be the sole authority for the interpretation of this Constitution and any and all rules, regulations, or Bye-laws and the decision of the Proprietor shall be final, conclusive and binding.