



Club Constitution



CLUB CONSTITUTION

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ARTICLE 1 – DEFINITION AND INTERPRETATION OF ARTICLES

- 1.1 In this Constitution and in all bye-laws made hereunder, unless the context otherwise requires:-
- (a) “The Club” means Aranda Country Club;
 - (b) “The Proprietor” means Pasir Ris Resort Pte Ltd and shall include its successors-in-title and assigns;
 - (c) “The General Committee” means the General Committee appointed/nominated under Article 9 herein;
 - (d) All references to “Member” shall include such classes of membership as may be created by the Proprietor under Article 5;
 - (e) “Managing Agent” means the Managing Agent appointed by the Proprietor under Article 11 herein.
- 1.2 In the interpretation of this Constitution and all bye-laws, the decision of the Proprietor shall be final and binding.

ARTICLE 2 - NAME

- 2.1 The name of the Club shall be “Aranda Country Club”.
- 2.2 The place of business of the Club shall be at “60 Pasir Ris Drive 3, Singapore 519497” or at such other address as may be subsequently be decided upon by the Proprietor and approved by the Registrar of Societies.

ARTICLE 3 - OBJECTS

The object of the Club shall be the provision of opportunities and facilities for swimming, bowling, tennis, squash and other forms of recreation which the Proprietor may decide from time to time for its Members and guests.

ARTICLE 4 – STRUCTURE

- 4.1 The Club is a proprietary club, the sole proprietor being the Proprietor.
- 4.2 The Proprietor shall allow Members and guests of the Club to use the facilities of the Club premises in accordance with the rules in this Constitution.
- 4.3 (a) The Proprietor shall be responsible for providing the Club with the Club premises and all necessary facilities for carrying on the Club in accordance with these objects and rules and shall be entitled to receive all entrance fees, deposits, registration fees, monthly subscriptions, guest registration fees, transfer fees or any other fees and monies as may be payable.



- 4.3 (b) The Proprietor may open one or more bank accounts in the name of the Club into which shall be paid all operating income of the Club. For the purpose of this provision operating income shall include monthly and periodic subscriptions, guest fees, income from jackpot collections and other fees which may be levied by the consumption of food or beverage. The operating expenditure of the Club shall be paid from such account(s).
- (c) In the event that the operating income shall be less than the operating expenditure the Proprietor shall make up any shortfall. Any surplus shall belong to the Proprietor.

4.4 PATRON

The Proprietor may appoint any person or persons to be a Patron or Patrons of the Club.

ARTICLE 5 - MEMBERSHIP

- 5.1 Membership of the Club shall consist of Individual and Corporate Members and such Honorary Members as may be invited under Article 5.9 herein.
- 5.2 Membership shall, unless the context otherwise requires, be open to persons of either sex.
- 5.3 The Proprietor may create any new class of membership or close, extend, vary or offer the renewal of the membership of any class of membership on such terms and conditions as it deems fit as its discretion whenever it considers such to be appropriate.
- 5.4 Every application for membership shall be on the prescribed form to be provided for the purpose. The applicant shall:-
- (a) complete and sign the application form;
 - (b) if required by the Proprietor, be proposed and seconded by two existing Members of the Club;
 - (c) enclose payment for entrance fee, registration fee and any necessary deposit which would be refundable to the applicant in case of rejected applications.
- 5.5 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 decide which applicants are to be admitted to the Club as a Member. No reason shall be given for rejection.
- 5.6 Upon acceptance, the name of the applicant shall be entered in the Register of Members maintained for each class of Member.
- 5.7 The successful applicant shall pay monthly or such other periodic subscriptions from a 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 become a Member and shall enjoy all rights and privileges of membership for that class of Members from that date or on the date of payment of the first monthly or other periodic subscription (whichever shall be the later).

5.8 *ENTRANCE FEES, OTHER FEES, DEPOSITS AND SUBSCRIPTIONS*

- (i) The entrance fees, other fees, deposits and subscriptions payable by the various classes of Members shall be determined by the Proprietor, from time to time;
- (ii) The Proprietor may allow entrance fees to be payable in instalments.
- (iii) All entrance fees paid to the Proprietor shall not be refundable except as provided under Article 5.4(c).

5.9 *HONORARY MEMBER*

The Proprietor may invite any person of distinction to be an Honorary Member for such period and on such terms as it deems fit.

5.10 *INDIVIDUAL MEMBER*

- (i) Any person above the age of 21 years is eligible to apply to become an Individual Member.
- (ii) An Individual Member shall have the right to transfer his membership to any person above the age of 21 years of the same class subject to the approval of the General Committee and to the payment of a transfer fee.
- (iii) An Individual Member is entitled to use all the Club facilities.

5.11 *CORPORATE MEMBER*

- (i) Application for membership shall be open to any Firm, Company, body corporate or such other entities as the Proprietor may from time to time decide.
- (ii) Corporate Membership shall fall into the two sub-classes as follows:-
 - (a) where the nominee shall be a Singapore Citizen or a Permanent Resident;
 - (b) where the nominee is open to a person of any nationality;
- (iii) A Corporate Member shall be entitled to nominate any one or more persons (if so permitted by the Proprietor at its sole discretion) each of whom shall be an officer or an employee who is acceptable to the Proprietor. Upon payment of the requisite registration fee and first monthly subscription, the nominee(s) shall be entitled to use all the Club facilities. The nominee(s) shall not have the right of transfer of membership.



- (a) Subject to the sole discretion of the Proprietor, and on such terms prescribed by the Proprietor, a Corporate Member may permit any one or more persons each of whom shall be an officer, an employee or a member of the Corporate Member, to use all the Club facilities, provided that at any one time, the total number of such persons from the Corporate Member using the Club facilities shall not exceed the total number permitted by the Proprietor PROVIDED ALWAYS that the Corporate Member shall be responsible for any breach of this Constitution and any bye-laws made by the General Committee by such officer, employee or members.

- (iv) A Corporate Member shall be entitled from time to time by notice in writing to the General Committee to terminate any nomination and to nominate a fresh nomination of a substitute nominee(s). Upon acceptance by the General Committee and on payment of the said requisite fee the substituted nominee(s) shall thereupon be entitled to use all the Club facilities except the right of transfer of membership.

- (v) A Corporate Member may, with the approval of the General Committee, transfer its membership to any other Firm, Company or body corporate subject to the payment of the requisite transfer fee.

- (vi) A Corporate Member shall be liable for the payment of all entrance and registration fees, subscriptions and monies due on the account of its nominee with the Club.

- (vii) Any trade union affiliated to the NTUC is eligible to apply to become a Union Corporate Member. The nominee of a Union Corporate Member shall be entitled to the full privileges of the Union Corporate Member for the particular day, which any such nominee shall have presented himself to the Club. A Union Corporate Member may only transfer its membership to another trade union affiliated to the NTUC.

5.12 FAMILY MEMBER

- (i) Subject to Article 5.12(v) below, only the spouse and children below twenty-one (21) years of age of a Member in any class (or of a Nominee) shall be eligible to apply to become a Family Member within the same class of Membership as the Member (or nominee). A Family Member is not required to pay an entrance fee.

- (ii) Family Membership shall cease forthwith
 - a) When the Member (or nominee, as the case may be) from which such Family Membership is derived ceases to be a Member (or nominee as the case may be) for whatever reason;
 - b) In respect of any child upon that child's 21st birthday; and/or
 - c) Upon the finalization of a divorce of the spouse from the Member (or nominee as the case may be)

- (iii) The Member may be required to pay an additional monthly subscription in



respect of each Family Member being a spouse or child above twelve (12) years of age who derives Family Membership from such Member.

- (iv) A Members whose spouse or child below twenty-one (21) years of age is a Family Member shall be responsible for any debt or liability incurred by the Family Member whether or not the Family Membership has ceased.
- (v) Family Membership are available to all classes or categories of Memberships except for Union Corporate and Honorary Memberships.

5.13 *ABSENT MEMBER*

- (i) Any Member leaving Singapore for more than three (3) months, who gives written notice 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 of 20% ordinarily payable for the full absence period but shall be liable for his full subscription for the month in which he leaves, and the month in which he returns.
- (ii) The spouse and children of an Absent Membership shall not be entitled to use facilities of the Club during the period of the Member's absence except in special circumstances approved by the General Committee.
- (iii) The normal maximum period of Absent Membership shall be two (2) years, or for such period as the General Committee may decide.
- (iv) Should an Absent Member during his period of absence be in arrears of his Absent Member's account for such period as the General Committee may decide from time to time and his name posted as a defaulter for seven (7) days, his membership shall thereafter cease and Article 7.5 shall apply. The General Committee may utilise his deposit for payment of such arrears in the said account.

5.14 *GUESTS*

- (i) Except where otherwise provided by these Articles or the bye-laws, a Member may introduce any person as a guest to the Club not more than once a month. Such a guest 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 the bye-laws of the Club provided that any guest using the swimming pool or other facilities shall pay such fees as may be prescribed from time to time by the Proprietor. The General Committee may in its absolute discretion allow a guest to be introduced to the Club more than once in a month.
- (ii) A Member 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 the 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 behaviour of the guest and it is the duty of the introducer to acquaint his

guest to the Club's Constitution and bye-laws and as to whether there are any restrictions against the use of the 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 thereof.
- (iv) No person from whom the privileges of the Club have been withdrawn may be introduced as a guest.
- (v) No person who has been expelled from the Club under Article 7 or from whom the privileges of the Club have been withdrawn under Article 5.14(iii) above may be introduced as a guest.

5.15 *RESTRICTION OF PRIVILEGES*

- (i) If at any time it appears to the General Committee that the swimming pool, the tennis courts or any other facility of the Club is congested, the General Committee may at its discretion restrict the privileges of any Member of any category in respect of any one or more facility.
- (ii) The General Committee may reserve the whole or any part of the facilities of the Club for such purpose and for such period of time as it deems necessary.

5.16 *TERM MEMBER*

- (i) Any person who is of or above the age of 21 years or any firm, company, body corporate or unincorporated shall be eligible to apply for Term Membership.
- (ii) The duration of the Term Membership shall be for such period and at such fees and other terms as determined by the General Committee and shall commence from such date as the General Committee shall determine in writing.
- (iii) Term membership shall not be transferable. Upon expiry of the Term Membership, a Term Member may apply for an extension or renewal of the Membership on such terms as may be determined by the General Committee. Upon such application the General Committee may at its absolute discretion extend the term of such Term Membership on such terms or conditions as it deem fit.
- (iv) A Term Member shall be entitled to such privileges and benefits of the Club as the General Committee shall from time to time determine.
- (v) Term Membership is available to members of the diplomatic corps. The Proprietor may (upon such terms and conditions as it shall impose) permit a member of the diplomatic corporate to be a member provided such Membership shall:-
 - a) Not be transferable at all;

- b) Be valid only for the term of his diplomatic appointment in Singapore;
and
- c) Automatically terminate upon cessation of such diplomatic appointment

ARTICLE 6 - RESIGNATION

A Member may at any time by giving notice in writing to the Proprietor resign or if applicable transfer his membership of the Club but shall continue to be liable for any subscription or other debts due and unpaid at the date of the expiry of his membership. Any Member having discharged all his liabilities to the Club and wishing to rejoin is entitled to make a fresh application provided the General Committee may in its discretion waive in whole or in part any applicable entrance fees where the membership has ceased by reason of resignation.

ARTICLE 7 - EXPULSION, SUSPENSION AND CESSATION OF MEMBERSHIP

- 7.1 In the event that any Member has failed to pay such entrance fee as is payable or whose subscription is unpaid for 3 months (or such other period as the Managing Agent may from time to time decide) or fails to maintain his account in a satisfactory manner as set out below and 14 days has elapsed after a written reminder has been given at his last known address shall cease to be Member and his name shall be struck off from the Register of Members but may be reinstated by the General Committee upon his furnishing a satisfactory explanation to the General Committee and payment of all arrears and such other payments as may be prescribed by the General Committee.
- 7.2 If any Member shall, in the opinion of the General Committee acts in any way prejudicial to the interests of the Club or its Members thereof or shall breach any of these Articles or bye-laws of the Club, then the General Committee which shall consider the conduct of such member at a meeting of the General Committee. If at any such meeting it is considered that there is sufficient evidence to justify calling on the Member to answer any such charge made against him, not less than seven days' notice in writing specifying the charge(s) against him shall be given to such Member calling on him to attend the meeting for the purpose of answering such charge(s). At such meeting the Member concerned shall be informed of the charges made against him and shall have the right to be heard in his own defense. If such member fails to attend the Disciplinary Inquiry in answer to the notice calling upon him to do so, the Disciplinary Committee may nevertheless proceed in his absence. The Disciplinary Committee, at the conclusion of such hearing shall report to the General Committee its findings and recommendations. The General Committee may, after considering the findings and recommendations of the Disciplinary Committee, expel the member if three-fifths of the members of the General Committee present at the meeting vote for the expulsion of the said member, upon which, he/she shall immediately cease to be a member of the Club. Other than expulsion, the General Committee may suspend the member or impose any lesser penalty. Notice thereof shall be sent to such member.

No appeal shall lie from it to any other meeting of the General Committee.

Any member who is suspended under disciplinary proceedings shall be required to continue to pay his monthly installments of entrance fees, monthly subscriptions and other dues. Such members will not be allowed the use of the Club's facilities during the period of suspension.

7.3 During the period or duration when any member is suspended under Article 7.1 or 7.2 as aforesaid:

- (a) The said member who is suspended and his/her family members shall not be entitled to exercise or enjoy the rights and privileges pertaining to his class of membership, including the privilege to sue facilities with other clubs on reciprocal basis; and further shall not without the written consent of the General Manager, enter any part of the Club or its premises;
- (b) Where any doubt or issue is raised by any member, staff or employee of the Club as to whether any right or privilege may be exercisable by the Member under suspension and/or by his family members, the onus shall be on such member under suspension to obtain the prior written approval of the General Committee before proceeding to claim or exercise any disputed right or privilege.

7.4 A person so expelled under Article 7.2 shall not thereafter be eligible as a candidate for the membership of the Club.

7.5 Any Member:-

- (a) who has resigned or died, or
- (b) who has been adjudicated bankrupt, or
- (c) who becomes an enemy alien of Singapore, or
- (d) who has defaulted and whose name has been posted as a Defaulter for a period of 7 days, or
- (e) whose membership has been charged under any Order of Court, or
- (f) who has been expelled, or
- (g) who has been convicted of any offence involving violence or dishonesty or shall suffer imprisonment for any reason whatsoever, or
- (h) who leaves Singapore to escape criminal proceedings, or
- (i) who has been wound-up, or
- (j) who does or whose spouse, siblings, parents or children, do anything prejudicial to the good name of NTUC, the Proprietor, Resorts Concept Pte Ltd and/or to NTUC Club.

shall cease to be a Member provided that any class of transferable Member who ceases to be a Member under (a), (b) and (d) above shall be allowed to transfer his membership within 3 months of the date of cessation of



membership, subject to the full settlement of his account with the Club and payment of such administrative fee as the General Committee may from time to time decide. If he or his personal representative or the Official Assignee as the case may be fails to transfer his membership within the stated period, his right of transfer shall cease upon the expiry of the said period unless otherwise decided by the General Committee

- 7.6 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 Managing Agent and each Member of the Club shall keep his account in credit.
- 8.2 Should any Member's account not be in credit the Managing Agent may, after due notification has been given, withdraw the privileges of the Club until credit has been established.
- 8.3 No Member whose name appears on a defaulters' list can enter or take part in any Club Competition or in any Inter-Club Matches.
- 8.4 If any Member fails to place his account in credit within seven days after notice from the Managing Agent, the Managing Agent shall give him a notice stating that unless his account be placed in credit within a further period of seven days, his name will be posted on the Club Notice Boards as a Defaulter.
- 8.5 If the Member fails to place his account in credit within a period of seven days after his name has been so posted as a Defaulter, the Managing Agent shall give him a written reminder and after 14 days the provisions of Article 7.1 shall apply and he shall thereupon cease to be a Member but without prejudice to the right of the Proprietor or the Managing Agent to recover all monies due from him to the Proprietor.

ARTICLE 9 - GENERAL COMMITTEE

- 9.1 The General Committee ("the General Committee") shall comprise the following:-
- (a) The President - The President shall preside as chairman at all General Committee meetings. He may call a meeting of the General Committee as often as he thinks fit.
 - (b) The Vice-President - The Vice-President shall assist the President. All the powers, functions, duties and responsibilities of the President shall in his absence be vested in the Vice-President.
 - (c) The Secretary - The Secretary shall keep and be responsible for all records (except financial) of the Club and shall keep full and correct minutes of all proceedings of the General Committee. He shall maintain an up-to-date



Register of Members. In the event that a General Manager of the Club is appointed by the Proprietor or General Committee, then such General Manager shall serve as the ex-officio secretary for the duration of his appointment as General Manager. A General Manager serving as the ex-officio secretary shall not be entitled to vote in meetings of the General Committee.

- (d) The Treasurer - The Treasurer shall keep and be responsible for the financial accounts of the Club and shall prepare the Estimate of Revenue and expenditure

("Budget") for the Proprietor's approval and shall be responsible for monitoring that expenditures are within the financial limits of the Budget.

- (e) Up to five Ordinary Committee Members who shall assist the General Committee in the general administration of the Club and perform any other duties assigned by the General Committee.

- 9.2 The Proprietor shall be entitled to appoint up to a majority of the Members of the General Committee for a period of two (2) years renewable in the discretion of the Proprietor and upon such terms as the Proprietor may in its discretion deem fit; provided always that in all cases the President, Vice-President, Secretary and Treasurer shall be appointed by the Proprietor in accordance with this Article.
- 9.3 Any changes in the General Committee shall be notified to the Registrar of Societies within two weeks of the change.
- 9.4 The General Committee shall be the governing body of the Club and subject to such terms, conditions and limits on its authority as the Proprietor may impose, shall have general charge of all the affairs, property and membership and shall have such administrative powers as may be necessary for properly carrying out the objects of the Club. The General Committee shall not however have the power to dispose any property of the Club without prior approval of the Proprietor.
- 9.5 The General Committee shall exercise the powers given to it by these Articles and such other powers of management as it may from time to time be delegated by the Proprietor.
- 9.6 The General Committee may from time to time review the Articles of this Constitution and make such recommendations as may be necessary to alter, add to or repeal the Articles of this Constitution to the Proprietor.
- 9.7 The General Committee shall meet as often as it is necessary to enable it to arrange the affairs of the Club. A quorum shall be formed so long as more than half of the General Committee members are present and provided at least two of such members present shall be the President, the Vice-President, the Secretary or the Treasurer. At all validly constituted General Committee meetings, any decision/resolution of the General Committee shall be deemed validly approved and passed if a simple majority of the members of the General Committee present at the meeting vote in favour of and/or approve the decision/resolution.



- 9.8 The General Committee shall, not later than the date specified by the Proprietor, submit to the Proprietor for approval its estimates of Revenue and Expenditure (hereinafter referred to as the "Budget") for the ensuing financial year.
- 9.9 Until the approval by the Proprietor of the Budget for the Club the General Committee shall not approve or incur any expenditure for any purpose for the period covered by the Budget.
- 9.10 No expenditure shall be approved or incurred by the General Committee for any purpose unless budgetary provisions exist therefor and it is within the financial limits set by the Proprietor from time to time.
- 9.11 The General Committee may from time to time with the approval of the Proprietor make, vary and revoke bye-laws (not inconsistent with these Articles) for the regulation of the internal affairs of the Club and the conduct of Members. Until revoked, all bye-laws shall be binding on the Members.
- 9.12 A General Committee decision made by way of circulation shall be effective as if the same had been passed at a General Committee meeting duly convened and held, and may, consist of several documents in like form, each duly signed by one or more persons. Such General Committee decision made by way of circulation shall require the unanimous consent of all General Committee members.

ARTICLE 10 - SUB-COMMITTEES

- 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 object of furthering any particular activity of the Members. The General Committee may depute or refer to such committee such powers and duties of the General Committee (except those relating to the expulsion of Members) as it may determine subject to the approval of the Proprietor. Each sub-committee shall keep minutes of its proceedings which it shall produce to the General Committee and shall conduct its business in accordance with directions of the General Committee.
- 10.2 No such sub-committee shall have the power to incur any expense on behalf of the Club or give any warranty on behalf of the Club except to such extent as the General Committee and the Proprietor from time to time specifically authorise.

ARTICLE 11 - MANAGING AGENT

- 11.1 The Proprietor may appoint any person, Firm, Company or Corporation to be the Managing Agent ("Managing Agent") for the day to day administration of the Club which shall be subject to the general direction of the General Committee. The Managing Agent shall be responsible for the formulation and implementation of the Club's programme of activities and shall supervise the Club's employees, servants or agents as may be appointed by the Proprietor.
- 11.2 No Member shall, except as provided for in these Articles, have any voice in the affairs and management of the Club.



11.3 The Managing Agent 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 in accordance with these Articles.

11.4 In the absence of the appointment of a Managing Agent the duties and responsibilities of the Managing Agent shall be carried out by the General Committee.

ARTICLE 12 - CLUB PROPERTY

No Member shall take away, or permit to be taken away, any property within the Club Premises under any pretence whatever nor shall injure or destroy any property.

ARTICLE 13 - NOTICE

13.1 No paper, notice or placard, written or printed shall be put in the Club premises without the sanction of the Managing Agent.

13.2 Every Member shall communicate in writing any change of address to the Managing Agent. Such address shall be inserted in the Register of Members.

13.3 A notice to any Member may be sent by post or delivered by hand to his address 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.

ARTICLE 14 - PROHIBITIONS

14.1 Gambling of any kind, whether for stakes or not, is forbidden in or around the Club Premises. The introduction of materials for gambling or ill-repute into the premises of the Club is prohibited.

14.2 Notwithstanding the provisions of Article 15.1 above, jackpot machines may be installed in the Club premises with the specific approval of the General Committee and the relevant governmental and statutory authorities.

14.3 The Club shall not hold any lottery, whether confined to Members or not in the name of the Club, the Proprietor, the General Committee, Managing Agents or Members, unless with the prior approval of the relevant authorities.

14.4 No funds or, monies in the Club's accounts shall be used to pay the fines of Members who have been convicted in Court.

14.5 No Member shall borrow in the name of, or pledge the credit of the Club.

14.6 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 which adversely affect consumer interests.



- 14.7 No Member shall reprimand the staff of the Club. If a Member has any cause of complaint against a staff, he shall bring the same to the Managing Agent who shall deal with the matter in any way he deems fit.
- 14.8 No Member shall give the address of the Club premises in any advertisement, or use its address for business or other purposes.
- 14.9 The Club shall not indulge in any political activity or allow its funds and/or premises to be used for political purposes.
- 14.10 The Club shall not raise funds from the public for whatever purposes without the prior approval in writing of the Director, Criminal Investigation Department and other relevant authorities.

ARTICLE 15 - AMENDMENT OF CONSTITUTION

Only the Proprietor shall have the power to amend, add to or repeal the Constitution. Amendments to the Constitution shall not come into force without the prior approval in writing of the Registrar of Societies.

ARTICLE 16 - BYE-LAWS

The General Committee may from time to time, make, vary and revoke bye-laws not inconsistent with these Articles for the regulation of the internal affairs of the Club and the conduct of the Members. All bye-laws shall, until revoked by the General Committee, be binding on the Members.

ARTICLE 17 - FINANCIAL YEAR AND AUDITORS

- 17.1 The Proprietor shall appoint annually auditors for the Club who shall audit the annual accounts and accounts for any period required by the Proprietor.
- 17.2 The Financial year of the Club will commence on 1st April and end on 31st March (of the following year).

ARTICLE 18 - 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, his guest or any other person;
- (ii) for any injury or loss whatsoever, or howsoever caused to a Member, his guest or to any other person; and
- (iii) for all claims, demands, costs, loss of life.

ARTICLE 19 - DISSOLUTION

- 19.1 The Club may be dissolved voluntarily by a resolution of the Proprietor and with the consent of three-fifths of the Members for the time being resident in Singapore, expressed either in person or by proxy at a general meeting



convened for the purpose. At least twenty-one (21) days' notice shall be given of the general meeting. At least one-quarter of the total membership of the Club present at the general meeting shall form a quorum. In the event of there being no quorum, the meeting shall be adjourned for half an hour and should the number then present be insufficient to form a quorum, those present shall be considered a quorum.

- 19.2 Upon the dissolution of the Club, all rights of membership shall terminate and the Proprietor shall be discharged from all liabilities and obligations hereunder or elsewhere and no Member shall have any claim against the Proprietor except in respect of any monies standing to the credit of the Member.
- 19.3 Any funds accruing from the operation of the jackpots at the time of cession of the operation of the jackpots pursuant to or in connection with the dissolution of the Club shall belong to the Singapore Labour Foundation (SLF) or disposed in a manner approved by the Permit Officer.
- 19.4 All Members shall remain liable to the Proprietor for all dues or debts incurred before dissolution of the Club and shall forthwith make payment.
- 19.5 A Certificate of Dissolution shall be given within seven (7) days of the dissolution to the Registrar of Societies.
- 19.6 All Memberships shall, if not earlier expired or terminated, cease upon the expiry of the present lease in 2028 or earlier termination thereof, in respect of the Club Premises.

ARTICLE 20 - INTERPRETATION

The Proprietor shall be the sole authority for the interpretation of this Constitution and the rules and bye-laws made pursuant to the Articles of this Constitution and the decision of the Proprietor shall be final and conclusive.

Aranda Country Club

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