

RULES OF KELAB SARAWAK (THE SARAWAK CLUB)

1. NAME AND ADDRESS

- 1.1 The Club shall be called **KELAB SARAWAK (THE SARAWAK CLUB)** and its registered address shall be:-

**JALAN TAMAN BUDAYA
93000 KUCHING, SARAWAK
MALAYSIA**

- 1.2 The registered office of the Club shall not be changed without the prior approval of the Registrar of Societies.

2. THE CLUB'S EMBLEM

- 2.1 The Club's Emblem shall be a circular shield divided into three sections by two curved lines as appended below:-



The middle section shall be yellow in colour with a Kenyalang wearing a crown made up by five circular red rings linked together. The bottom two sections shall be blue in colour; the left side being comprised of five human silhouettes and the right side being comprised of eight human hands. Below the shield shall be printed the words "**SARAWAK CLUB KUCHING.**"

- 2.2 The Club's Emblem reflects the activities of the Club.

3. INTERPRETATION

In these Rules unless there be something in the subject or the context inconsistent therewith:-

"Connected persons" means the cases of dealings between a parent to his child, a member to his spouse, a grand parent to a grand child and a sibling to another sibling;

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

"Month" means calendar month;

"The age of majority" means any person attaining the age of 18 years;

"The Bye-Laws" means existing Bye-Laws and any Bye-Laws made under the Rules and any amendments thereof for the time being in force;

"The Club" means Kelab Sarawak or the Sarawak Club;

"The Committee" means the members for the time being of the Management Committee hereby constituted;

"The Rules or Rule" means these Rules or a Rule thereof and any amendment thereof for the time being in force;

"City Facilities" means the Club's clubhouse with all the facilities located at Jalan Taman Budaya, Kuching.

"Samarahan Facilities" means the Club's golf clubhouse with the Golf Course and golfing facilities located at Samarahan.

In all Rules, wherein an age qualification applies, the age of a person shall be established by counting the number of complete years since the actual date of birth.

Words in the singular shall include the plural and vice versa and words importing the masculine gender shall include (where appropriate) the feminine gender and the neuter gender.

4. OBJECTS

The objects of the Club shall be:-

- 4.1 To promote and carry on social and sporting activities.
- 4.2 In particular and without derogation from the generality of Rule 4.1 to promote the games of golf, tennis, squash, swimming, badminton, bridge, billiards, snooker and all such other sports, games and pastimes as may from time to time by the Committee be deemed desirable.
- 4.3 To provide and maintain a golf course, swimming pool, tennis courts, squash court, billiard tables and activities for all such other sports, games, activities and pastimes as may from time to time be introduced and approved by the Committee.
- 4.4 To provide the Club House, changing rooms, lavatories, kitchens and all other appurtenances, 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 authorised by the Committee either gratuitously or for payment.
- 4.5 To purchase, hire, provide and maintain all kinds of mechanical equipment, furniture, implements, tools utensils, cutlery, glass, crockery, linen, books, papers, periodicals, stationery, cards, games, sporting equipment and all other things or appliances 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 with the authority of the Committee and to supply, sell and deal in the same either by the Club or by another party appointed by the Club for this purpose.
- 4.6 To buy, acquire, supply, sell and deal in all kinds of liquors, provisions, food and refreshments required or used by the members of the Club or other persons authorised to make use of the Club.
- 4.7 To accept from the Government, purchase, take on lease or in exchange or otherwise occupy or acquire any land or building 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.

- 4.8 To hire and employ sufficient employees and staff for the purposes of carrying out such duties and activities of the Club and to pay to them and to other persons in return for services rendered to the Club such salaries, wages, gratuities and pensions.
- 4.9 To promote, carry on, and conduct provident funds, pensions 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 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 by the general meeting.
- 4.14 To borrow or raise and give security for money by the issue of and upon bonds, debentures, 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.
- 4.15 To own any movable or immovable property through any corporation set up to hold such property on trust for and on behalf of Club.

5. INCOME AND PROPERTY

5.1 The Club shall derive its income or funding from the following:-

- 5.1.1 Entrance Fees/Transfer Fees and service charges.
- 5.1.2 Subscriptions.
- 5.1.3 Games Fees.
- 5.1.4 Surcharges.
- 5.1.5 Levies refundable or otherwise.
- 5.1.6 Hire charge of Club property or facilities.
- 5.1.7 Bar income.
- 5.1.8 Catering income.
- 5.1.9 Rents.
- 5.1.10 Tuition Fees.
- 5.1.11 Raising of loans and/or debentures.
- 5.1.12 Sale of property.
- 5.1.13 Fees of entertainment or participation in organized activities of the Club.
- 5.1.14 Vehicle parking fees; and
- 5.1.15 Advertising and promotional incomes.

5.2 Property

5.2.1. The property of the Club shall consist of all its assets, including: lands, buildings, easements, equipment, furniture, fixtures and fittings, stocks, books, magazines, and any other things which may

at any one time be owned, hired or rented on a long term basis by the Club, and the rights of the Club to this property shall be indefeasible against any Member of the Club.

- 5.2.2. The Committee shall have the authority and right to acquire or dispose of any of the items of property of the Club, including short term hire or rental of lands, buildings and easements in the ordinary course of business of the Club, within the limits of the authority granted to the Committee from time to time in these Rules SAVE AND EXCEPT for the acquisition, sale, disposal, hire, lease or rental of the lands, buildings and easements of the Club, that is not within the limits of the authority granted to the Committee from time to time or in the ordinary course of business of the Club.
- 5.2.3. The Members of the Club in General Meeting shall have the sole authority and right to:-
- (a) acquire, hire or lease lands, buildings and easements for the Club; and
 - (b) sell, rent out or otherwise dispose of any of the lands, buildings and easements of the Club, whether or not in the ordinary course of business and / or for amounts in excess of the limits of authority granted to the Committee from time to time.
- 5.2.4. Where Members of the Club in General Meeting pass any resolution in respect any of the matters set out in Rule 5.2.3 herein above such resolution shall be deemed to have been confirmed if no objection thereto is made in writing by not less than three percent (3%) of the current membership of Ordinary Members within thirty (30) days of such General Meeting.
- 5.2.5. In the event of receipt of such an objection, the Committee shall call for an Extra Ordinary General Meeting within twenty-one (21) days upon the receipt of the written objection for the purpose of confirming the resolution or considering the objection. If at this second meeting the resolution is confirmed, or the objection is not sustained, then the resolution shall be considered to be duly made and passed.
- 5.3 The income and property of the Club, whencesoever derived, shall be applied solely towards the promotion of the objects of the Club.

6. MEMBERS, MEMBERSHIP LIMIT AND COMMITTEE'S CONTROL

- 6.1 Membership of the Club shall be open to all persons in, or having past connection with, Sarawak, provided that:-
- (a) They must be above the age of majority;
 - (b) No person below the age of majority shall be elected a member unless the due payment of all debts and other liabilities to the Club which may be incurred by him prior to attaining age of majority are guaranteed to the satisfaction of the Committee; and
 - (c) No application to become a member by a person disqualified under Section 9A of the Societies Act 1966 shall be entertained.
- 6.2 Unless otherwise determined by a General Meeting of the Club:
- 6.2.1 the number of Ordinary and Corporate Members shall not exceed four thousand (4,000) (membership limit) at any time;
 - 6.2.2 the number of Corporate Members must not exceed ten per cent (10%) of the total number of Ordinary Members at any time; and
 - 6.2.3 no single Company, body corporate or corporation and no single group of related corporations may hold more than five (5) Corporate Membership at any one time. The

terms "company", "corporation" and "related corporation" have the meanings as defined in the Companies Act 1965.

- 6.3 Upon reaching the membership limit provided by Rule 6.2, the Committee shall suspend all processing of applications for new memberships and put them on a waiting list with the exception of applications for membership acquired through the transfer of transferable membership which shall continue to be processed; Provided That the Committee may prior to the membership limit being reached, at its absolute discretion suspend the processing of applications for new membership.
- 6.4 The Committee shall set up its procedure and practice for:-
- 6.4.1 offering any membership that may become available from unsubscribed memberships or members intending to sell or transfer to applicants for memberships on the waiting list;
 - 6.4.2 giving preference by dispensing all transfers between Connected Persons from having to queue by bypassing the waiting list and at the discretion of the Committee for those cases of a beneficiary inheriting a membership from the estate of a deceased member and a Junior Member taking a transfer from a member who is not a Connected Person;
 - 6.4.3 regulating and maintaining the pricing of sales of memberships; and
 - 6.4.4 setting the service charges payable for servicing and registration of all transfers and for the offering of any membership that may become available from unsubscribed memberships or from members to applicants for memberships on the waiting list.
- 6.5 All applications for membership (other than arising from transfers of membership) of unsubscribed memberships when membership becomes transferable shall be constituted as an offer to purchase a membership from the Committee at such Entrance Fees as shall be fixed from time to time by a General Meeting of the Club which may exceed the Entrance Fees prescribed in Rule 22 until the membership limit provided in Rule 6.2 has been reached.

7. TYPES OF MEMBERSHIP

Membership will be divided into the following categories:-

- 7.1 Honorary Life Member
- 7.2 Honorary Member
- 7.3 Distinguished Persons
- 7.4 Ordinary Member
- 7.5 Term Member
- 7.6 Associate Member
- 7.7 Visiting Member
- 7.8 Associate Child Member and Junior Member
- 7.9 Corporate Member & Corporate representative

7.1 HONORARY LIFE MEMBER

- 7.1.1 The Club may elect such Ordinary Members to be Honorary Life Members as are considered to warrant this recognition for past services to the Club provided that the number of Honorary Life Members shall not exceed ten at any one time.
- 7.1.2 Candidates for Honorary Life Membership shall be nominated by the Committee and shall be elected by ballot of the members present at a General Meeting of the Club provided that the Honorary Life membership of persons already in this category when these revised Rules come into force is hereby confirmed.

- 7.1.3 Honorary Life Membership being personal to holder is not transferable nor assignable.
- 7.1.4 Associate and the appropriate categories of membership may be accorded to the family of the Honorary Life Member as the Committee shall decide and upon such condition(s) as the Committee shall decide Provided That their membership shall cease upon the termination of the Honorary Life Membership.
- 7.1.5 Upon the acceptance by an Ordinary Member, duly elected by the ballot of the Members at a General Meeting of the Club, of an offer for Honorary Life Membership of the Club, the membership subscription in respect of such Ordinary Member (as well as Associate and all appropriate categories of membership accorded to the family of the Honorary Life Member, under Rule 7.1.4) payable under Rule 23.1, shall be suspended for so long as the Honorary Life Membership shall subsist.
- 7.1.6 The Honorary Life Membership elected pursuant to Rule 7.1.1 shall cease upon the death of the Honorary Life Member or in the event that the Honorary Life Membership is terminated by members present at a General Meeting of the Club voting by ballot.

7.2 HONORARY MEMBER

- 7.2.1 The Committee may confer Honorary Membership on any lady or gentleman if it considers such action is in the best interests of the Club.
- 7.2.2 Honorary Membership shall normally be granted for a period of one year and the list of Honorary Members shall be reviewed each year by the Committee in office, who will confirm or cancel the Honorary Membership.
- 7.2.3 Honorary Membership being personal to holder is not transferable nor assignable.
- 7.2.4 Associate and the appropriate categories of membership may be accorded to the family of the Honorary Member as the Committee shall decide.

7.3 DISTINGUISHED PERSONS

- 7.3.1 The hospitality of the Club may be extended by the Management Committee to distinguished persons to such extent and over such period as the Committee may think fit.
- 7.3.2 The right being personal to holder is not transferable nor assignable.

7.4 ORDINARY MEMBER

- 7.4.1 Any person who is qualified for membership under Rule 6.1, may apply for admission as an Ordinary member in accordance with the provisions of Rule 9.
- 7.4.2 Any person admitted under this Rule shall on election pay the Entrance Fee and subscriptions provided in Rules 22 and 23.

7.5 TERM MEMBER

- 7.5.1 The Committee may subject to such terms and conditions as it shall deem fit to impose from time to time permit non-Sarawakian citizens to be admitted as Term Members of the Club for a term of one year (the Term) on payment of the prescribed Term Licence Fee and security deposit.

- 7.5.2 The Term Member shall pay in advance with the application the appropriate Term Licence Fee and Security Deposit for the Term as provided in Rule 22 and the subscriptions provided in Rule 23.
- 7.5.3 An application to the Committee for admission as a Term Member must be made in such form and procedure as may be prescribed by the Committee from time to time. The application shall be accompanied by the payment of a non-refundable processing fee of such amount as the Committee may determine from time to time but which shall not be less than RM200.00 and not more than RM300.00.
- 7.5.4 A Term Member's spouse and children below twenty- one shall be given for the Term, the respective Associate, Associate Child and Junior memberships together with the corresponding privileges in Rule 8.
- 7.5.5 Subject to payment of all dues, a Term Member shall be entitled to enjoy such facilities of the Club as may be permitted by the Committee in the Rules and Bye-Laws of the Club.
- 7.5.6 Before the expiry of a subsisting Term, a Term Member may apply to the Committee for extension of his membership on a year to year basis. An annual Extension Licence Fee shall be payable with the application as provided by Rule 22. No processing fee is payable in the case of an application made before expiry of a subsisting Term. The Committee shall have the absolute discretion whether or not to approve such application and need not assign any reason for its decision on any application which shall be final.
- 7.5.7 Term Memberships are not transferable nor assignable.

7.6 ASSOCIATE MEMBER

- 7.6.1 Only one spouse of an Ordinary, Honorary Life Member, Honorary Member, Term Member or Corporate Representative shall ipso facto be an Associate Member unless he or she applies for and is elected to membership as an Ordinary Member.
- 7.6.2 In the event of an Ordinary, Honorary Life Member, Honorary Member, Term Member or Corporate Representative divorcing and re-marrying a non-member, the former spouse shall relinquish the rights of Associate membership in favour of the new spouse of such Member.
- 7.6.3 The Transferor Member and his spouse (if any) shall ipso facto be Associate Members of the Transferee Member who acquired the Ordinary Membership from such Transferor Member under Rule 14.8 unless he or she applies for and is elected to membership as an Ordinary Member.

7.7 VISITING MEMBER

- 7.7.1 The Committee may from time to time enter into reciprocal arrangements with any other registered club upon such terms and conditions as the Committee may think fit.
- 7.7.2 The members including their spouses and children below the age of twenty-one of such other club, whilst they are in Kuching, may become Visiting Members of the Club and be allowed to enjoy and use the amenities and facilities of the Club upon and after their complying with such terms and conditions as arranged between the Committee and such other club.

7.8 ASSOCIATE CHILD AND JUNIOR MEMBER

- 7.8.1 Any children of an Ordinary, Honorary Life or Honorary member who are below sixteen years of age shall ipso facto be an Associate Child Member and the Committee's ruling as to whether a child of such member is an Associate Child Member shall be final.
- 7.8.2 An Associate Child Member shall, on reaching the age of sixteen, automatically become a Junior Member of the Club unless he or the parents notify the Honorary Secretary in writing that he does not wish to become a Junior Member.
- In the event of such notification the person concerned shall be deemed to have resigned from the Club and shall no longer be permitted to enter or use any facilities of the Club except as a guest.
- Any person so resigning their membership shall not be permitted to re-apply for membership in any category for at least three months from the date of such resignation.
- 7.8.3 In the event of the resignation of both parents of a Junior Member, or should they for any other reason cease to be members, the membership of a Junior Member will cease concurrently. Provided always that the Committee, in its discretion, may permit such Junior Member to remain a member subject to the provisions of Rule 6.
- 7.8.4 In the event of the marriage of a Junior Member such membership shall automatically cease. Provided that the Committee, in its discretion, may consider an application for continued membership in another category.
- 7.8.5 Any person may be proposed and seconded and elected a Junior Member of the Club subject to the provisions of Rule 6.
- 7.8.6 On reaching the age of 21 years a Junior Member shall be deemed to have resigned from the Club and shall no longer be permitted to use the facilities thereof unless he shall have notified the Honorary Secretary, in writing, of his desire to become a full member in the appropriate category subject to the provisions of Rule 6.
- 7.8.7 The Junior Members above the age of majority who wish to convert to become Ordinary Members, may prior to attaining the age of twenty one (21) years acquire a membership from the unsubscribed membership of the Club by payment of a sum equivalent to 75% of the value of the average price taken from the immediate three preceding Ordinary Membership sales registered by the Club or RM12,000.00, whichever is lower.

7.9 CORPORATE MEMBER AND CORPORATE REPRESENTATIVE

- 7.9.1 Any company with a registered or branch office in Sarawak or any company or organisation approved by the Committee, who are not ordinarily resident in Sarawak may apply to be a Corporate Member in accordance with the provisions of Rule 9 and for this purpose any Corporate Member is also qualified to propose or second such application.
- 7.9.2 The candidate may also include in the application the name of the Corporate representative who is to enjoy the Corporate Member's rights for compliance with the provisions of Rule 9.
- 7.9.3 The Corporate representative shall be an officer or a senior executive or an associate of the Corporate Member provided that the spouse and children below twenty-one of such Corporate representative shall be given the respective Associate, Associate Child and Junior Memberships together with the corresponding privileges in Rule 8.
- 7.9.4 The payment of the prescribed Corporate Member's Entrance Fee shall entitle the company or organisation to have a corporate right to nominate one candidate to be the Corporate

representative at any instance to enjoy the rights of a Corporate Member. A Corporate Member may acquire as many additional Corporate representative rights on payment of the requisite Entrance Fee provided by Rule 22 subject to a maximum of three Corporate representatives at any instance and the payment of an Annual Corporate representative's fee for each of such member.

- 7.9.5 Each candidate applying to be the Corporate representative that is accepted by the Committee as a Corporate Member's nominee shall also be required to pay the monthly subscription prescribed for an Ordinary Member and any other appropriate subscription fee or charges.
- 7.9.6 An officer or senior executive or associate of a Corporate Member which has yet to nominate a Corporate representative for its corporate right may, on application and after due compliance with this Rule become the Corporate representative.
- 7.9.7 The application to be the Corporate representative may be dealt with in accordance with Rule 9 but the Committee may waive the requirement and elect by a circular resolution procedure.
- 7.9.8 A Corporate representative shall remain so unless removed by the Corporate Member or for as long as the corporate membership is in existence.
- 7.9.9 The Company or organisation as the Corporate Member shall be liable for and shall pay all debts which may be due from its Corporate representative enjoying the rights of the corporate membership after proper demand.
- 7.9.10 The Corporate Member or its Corporate representative/s shall have no vote or voice in the management of the Club whatsoever.

8. PRIVILEGES OF MEMBERSHIP

- 8.1 Honorary Life Members and Ordinary Members shall have the following privileges:-
 - 8.1.1 The use in common of all the premises, property and facilities of the Club for social and sporting activities and to be supplied at such charges as the Committee shall determine with meals, refreshments, liquors, services and things as are provided by the Club for the use of its members but subject to the express provisions of these Rules and any Bye-Laws made thereunder.
 - 8.1.2 Introduction of guests to the Club.
 - 8.1.3 Entitlement to credit facilities in the Club.
 - 8.1.4 Right to receive notices of and to attend at all General Meetings of the Club.
 - 8.1.5 Voting at all General Meetings of the Club.
 - 8.1.6 Provided that they have been members of those categories for at least one year, Honorary Life and Ordinary Members also have the right to propose and second candidates for nomination and election to the Club, and to nominate Honorary Life Members and Ordinary Members for election as members of the Committee; Providing further that such members may not propose and second more than three candidates for nomination and election to the Club in any one year.

- 8.2 Term Members and Corporate Members shall have the privileges set out in Rules 8.1.1, 8.1.2 and 8.1.3. Associate Members shall have the privileges set out in Rule 8.1.1 and may utilise their Ordinary Members' entitlement under Rules 8.1.2 and 8.1.3.
- 8.3 Honorary Members other than Honorary Life Members shall have the privileges set out in Rules 8.1.1 and 8.1.2.
- 8.4 Visiting, Associate Child and Junior Members shall have the privileges set out in Rule 8.1.1 but shall not be regarded as a member for purposes of any reciprocal arrangements that the Club may have with any other Club or Association.
- 8.5 No member, although having been elected, may have any credit facilities until he has paid the Entrance Fee and other dues specified under these Rules in full.

9. APPLICATION FOR MEMBERSHIP

- 9.1 Every candidate for membership as an Ordinary Member and the Corporate Member including the nominee/s to be their Corporate representative/s shall be proposed by one and seconded by another member of the Club qualified so to do under Rule 8 to both of whom he shall have been personally known for a period of not less than three months.
- 9.2 Every application for membership shall be made in writing signed by the candidate and by his proposer and seconder and addressed to the Honorary Secretary of the Club. Such application shall be in such form and supported by such particulars as required by these Rules and as the Committee may from time to time prescribe. The applicable Transfer Fee shall also be submitted with an application arising from the transfer of a transferable membership.
- 9.3 The application shall be submitted to the Club and the Committee may thereafter arrange for an introduction night for meeting the candidate. At the introduction night the proposer or seconder shall introduce their candidate to at least five members of the Committee: Provided that the Committee may in its discretion dispense with strict compliance with this Rule.
- 9.4 The Committee shall then consider the application and shall nominate the candidate for election unless two or more votes are recorded against such nomination. In the event of a rejection the proposer or seconder may write to appeal to the Committee to reconsider the rejection within fourteen days of receipt of such notification and the Committee shall have the absolute discretion as to what action or decision it shall take or make and such decision shall be final.

10. NOMINATION

- 10.1 The name of each nominated candidate shall be entered in the Club Register and, together with the names of his proposer and seconder, shall ordinarily be posted in such conspicuous place for this purpose in the Club House for not less than twelve months before such candidate shall be eligible for election: Provided that the Committee may in its discretion reduce such period to not less than one month.
- 10.2 During the period such nomination remains so posted any Honorary Life or Ordinary Member may report his opposition to the election in writing to the Honorary Secretary.
- 10.3 During the period that the candidate is awaiting election and thereafter, in the event of his failing to become a member for any reason whatsoever, his proposer and seconder shall be jointly and severally liable for all claims which the Club may have against such candidate.
- 10.4 Pending election, a candidate for membership shall, on payment of a deposit of an amount not less than half of the entrance fee chargeable in respect of that category of membership, enjoy such rights

and privileges as may be accorded to him or her by the Committee from time to time. Such candidate shall have no vote or voice in the management of the Club. Such candidate shall pay a monthly fee equivalent to the subscription that would be applicable to him as if he were a member.

- 10.5 In the event of the candidate failing to become a member for any reason whatsoever the deposit shall be refunded or used to offset any debt incurred by the candidate.
- 10.6 In the case of a candidate for transfer of a transferable membership withdrawing his application or that his membership application is rejected then the Committee shall after deducting a processing charge in the sum representing 50% of the Transfer Fee paid and such sums as maybe due to the Club, refund the balance (if any) of the Transfer Fee and deposit to the candidate.

11. ELECTION

- 11.1 The Committee must vote to elect or reject any candidate, who has been regularly nominated in accordance with Rule 9 and whose name has been posted as required under Rule 10.1, at their Meeting immediately following the date that the candidate's application for membership had been posted for the required period.

The candidate shall be elected at this Meeting unless two or more votes are recorded against such election, or unless the Committee, by a majority of those present, shall agree to defer the election. Such deferment shall not exceed a maximum period of two months.

- 11.2 Notice shall be given in writing, to the proposer and seconder of any candidate whose application for election has been rejected or deferred. The Committee need not assign any reason for its decision.
- 11.3 If the candidate is elected, notice of such election shall be posted in the Club and also sent to the candidate.
- 11.4 Upon payment of Entrance Fee or Transfer Fee (as the case may be) and subscription for the current month the candidate shall be registered as a member of the category of which he has been elected.
- 11.5 After registration every member of the Club shall be issued with a Membership Certificate and all subsequent transfers of membership, registration procedure and Club Register of membership shall be effected and maintained in such form and in accordance with procedure adopted by the Committee from time to time.
- 11.6 If the Entrance Fee or Transfer Fee (as the case may be) and subscription is not paid within one month from the date of such request, the election of the candidate shall be rendered void unless he can satisfy the Committee that the delay was for good reason.

12. TERMINATION OF CANDIDATURE

- 12.1 At any time before his election the name of the candidate may be withdrawn:-
 - 12.1.1 by the Committee
 - 12.1.2 by his proposer or seconder or
 - 12.1.3 by the candidate.

For the purpose of Rules 13.1 and 39.4 a withdrawal by the Committee shall amount to a rejection by the Committee unless the Committee at the time of such withdrawal declares otherwise.

12.2 The cessation of membership under Rule 18 of a member who is a proposer or seconder of a candidate caused by:-

12.2.1 the sponsor's death or resignation shall nullify and terminate such candidature unless within such period as the Committee may permit, the successor-in-title of such sponsoring member agrees to continue the sponsorship or another other member shall become the proposer or seconder, as the case may be, of the candidate; or

12.2.2 any other event shall nullify the candidature.

13. FRESH APPLICATION

13.1 No candidate whose name has been withdrawn under Rule 12.1 or whose candidature has been nullified under Rule 12.2 or who has been rejected under Rules 9.4, 11.1 or 12.1 shall be eligible again to apply for admission to the Club as a member until six calendar months shall have expired from the date on which his name was withdrawn or candidature was nullified or rejected. Provided that in cases where the candidature has been withdrawn or nullified the Committee may, in its discretion, permit earlier application.

13.2 Subject to availability of membership, no person who has ceased to be a member under Rules 19 or 24.4 or who has been expelled under Rule 20 shall be eligible to apply for admission to the Club as a member until two years shall have expired from the date of such cessation or expulsion.

14. TRANSFERABLE MEMBERSHIP AND TRANSFER FEE

14.1 All Ordinary and Corporate Memberships shall be transferable (hereinafter such membership shall be referred to as "transferable membership") and subject to the Committee's powers under Rules 6.3 and 6.4, the following provisions shall apply to all transfers of transferable memberships:-

14.1.1 the Transferor member shall give at least one month's notice to the Committee of his intention to sell or transfer his membership to the nominated Transferee before entering into a contract which is expressly conditional upon compliance with the Rules governing admission to membership and acquiring the approval of the Committee to the transfer to the nominated Transferee of his transferable membership (conditional contract);

14.1.2 the nominated Transferee shall then submit a copy of the executed conditional contract with the requisite membership application following the procedure set out in Rules 9 to 13;

14.1.3 the Committee shall on election of the nominated Transferee be deemed to have given approval to the Transferor member's transfer to him. Provided that the approval or rejection for election and the transfer to the nominated Transferee shall be in the sole discretion of the Committee who need not assign any reasons for its decision. The Committee shall also have the power to impose such terms and conditions as it may think fit in approving the election and the transfer to the elected Transferee;

14.1.4 all dues and all other sums owing or outstanding to the Club by the Transferor member shall have first been fully discharged prior to the registration of the transfer to the elected Transferee by the Club;

14.1.5 a Transfer Fee of such sum as the Committee may determine from time to time but which for an Ordinary Member shall not be less than RM2,500.00 or exceed RM5,000.00 and in the case of a Corporate Member shall not be less than RM5,000.00 or exceed RM10,000.00 shall be paid before the transfer of a transferable membership can be accepted for registration by the Club.

- 14.1.6 no Entrance Fee shall be payable by the elected Transferee on a transfer of a transferable membership; and
- 14.1.7 on receipt of the duly stamped transfer form with the Membership Certificate and requisite Transfer Fee, the Secretary on behalf of the Committee shall make the requisite entries to the Club Register and endorsements on the relevant documents to record the acceptance by the Club of the transfer to the elected Transferee.
- 14.2 Every change of the nominee to be the Corporate representative by a Corporate Member shall be subject to the payment of a Transfer Fee for the transfer/change of a nominee which fee shall be such amount as the Committee may determine from time to time but which shall not be less than RM1,000.00 or exceed RM5,000.00.
- 14.3 Save as herein provided the other categories of membership are not transferable.
- 14.4 Upon the registration of the transfer of the transferable membership, the Transferor member ceases to be a member and the registered Transferee shall thenceforth become the member of the Club. The registered Transferee shall be subject to these Rules and be liable for all monthly subscriptions and other dues payable to the Club. The rights and privileges formerly accorded to the Transferor from the Transferor's membership shall thereafter be available to the registered Transferee.
- 14.5 No purported transfer of a transferable membership from a member to a non-member which fails to comply with these Rules or any declaration of trust of a transferable membership shall be recognised by the Club and confer any rights to the non-member transferee or beneficiary as the case may be.
- 14.6 Except as permitted by Rule 6.2.3, no Ordinary or Corporate Member shall be permitted to hold a second membership as an Ordinary or Corporate Member as the case may be.
- 14.7 No natural person may be admitted as a Corporate Member and neither can a Company be admitted an Ordinary Member.
- 14.8 An Ordinary Member who has (1) been an Ordinary Member for a minimum of thirty (30) continuous years; and (2) attained the age of seventy five (75) may elect to transfer the Ordinary Membership to a Connected Person and such Transferor member aforesaid and/or his spouse (if any) shall be permitted to convert over to be Associate Members of the Transferee Member who is a Connected Person, pursuant to Rule 7.6.3, and with it the rights of an Associate Member SUBJECT ALWAYS to compliance with the provisions under Rule 14.1 as are applicable.

15. TRANSFERS OR CHANGE ON DEATH

- 15.1 On the demise of a member with a transferable membership, the Committee may if it so deems fit and subject to such conditions as the Committee may impose, upon the production of Letter of Administration or Grant of Probate and without need to comply with Rules 9 to 13 permit the transmission of the membership of the deceased member to his administrator or executor to enable the effecting of a subsequent transfer to a transferee or nominee.
- 15.2 On the demise of a Corporate representative the Corporate Member may apply for a change of nominee to fill the vacancy created by the deceased.
- 15.3.1 in the event that upon the demise of a member who is an Ordinary Member or a Corporate Representative of a Corporate Member with only a single Corporate Representative, as the case maybe and:-
- (1) there is no nomination by the administrator or executor of a transferee for the Ordinary Membership or replacement Corporate Representative for the Corporate Member, as the case may be, within 180 days (or such other extended period of time as the Committee shall approve) of the death of such member; or

- (2) the nominated transferee of the Ordinary Membership or replacement Corporate Representative of the Corporate Member, as the case may be, is not acceptable to the Committee or not elected within 180 days (or such other extended period of time as the Committee shall approve) of the death of such member;
then the Committee, subject to Rule 14, shall be entitled to dispose of such membership to the first applicant on the waiting list as it may deem fit provided that the Club in using its best efforts to dispose of such transferable membership shall not be liable for any loss sustained as a result of such disposal;
- 15.3.2 for this purpose the member affected hereby agrees to constitute the Committee to be his Trustee and/or Attorney for effecting the sale and transfer of his transferable membership for such consideration and on such terms as the Committee thinks fit;
- 15.3.3 all expenses incurred by the Committee in connection with such transfer and all monies due to the Club if any shall be deducted from the proceeds of sale;
- 15.3.4 the balance of the proceeds of sale (if any) shall be paid to the estate of the deceased member or beneficiary or to the Corporate Member, as the case may be; and
- 15.3.5 in the event of any shortfall between the proceeds of sale and the amount due to the Club from the Transferor member, the Transferor member shall remain liable to indemnify the Club for the shortfall.
- 15.4 Until the transferable membership of a deceased member is transferred to the transferee member the other categories of membership (if any) arising from the deceased's membership may continue enjoying the privileges of the membership but she/they or the estate of the deceased member or Corporate Member (as the case may be) shall be liable to the Club for all monthly subscriptions and other dues payable in respect of such membership, failing which Rule 24.4 shall apply.
- 15.5 For the purpose of Club Rule 23.2.4 and Club Rule 14.8, in the event of a transfer of an Ordinary Membership to a surviving spouse, the number of years of membership that the surviving spouse has been registered as an Associate Member of the deceased spouse's Ordinary Membership shall be deemed as equivalent to number of years as an Ordinary Member.

16. TRANSFER OR CHANGE ON GROUND OF INSANITY

- 16.1 Any member with transferable membership or Corporate representative who is found to be of unsound mind or becomes a person whose estate is liable to be dealt with in any way under the law relating to mental health shall be suspended from being a member or nominee of a Corporate Member as the case may be.
- 16.2 Subject to the approval of the Committee and these Rules:
- 16.2.1 in the case of an individual member, the Associate Member (if any) arising from such individual membership may apply for the transfer of the transferable membership to herself/himself or her/his nominee; and
- 16.2.2 the Corporate Member in such case may apply for a change of nominee as Corporate representative.

Provided the proposed nominee shall be required to comply with Rules 9 to 13.

- 16.3 In any of the foregoing events, if no Associate Member applies for the transfer of the transferable membership or is rejected without a suitable nominee or if no new nominee is proposed by the Corporate Member with a single Corporate representative, within one hundred and eighty (180) days

of such event happening or as extended by the Committee, the Club shall have the right to transfer such membership following the provisions of Rule 15.3.

- 16.4 The balance of the proceeds of sale, if any, shall be paid to the Public Trustee or the Corporate Member concerned.
- 16.5 In the event of any shortfall between the proceeds of sale and the amount due to the Club from the Transferor member, the Transferor member shall remain liable to indemnify the Club for the shortfall.

17. TRANSFER OF MEMBERSHIP ON OTHER GROUNDS

- 17.1 Any Ordinary or Corporate Member who ceases to be a member under Rule 18 shall subject to these Rules, transfer his transferable membership within ninety (90) days of his ceasing to be a member.
- 17.2 If he fails to transfer his membership within the said period of ninety (90) days or within such period as extended by the Committee, the Committee shall have the right, exercisable without any notice, to transfer his transferable membership following the provisions of Rule 15.3 to such person and on such terms as the Committee shall deem fit.
- 17.3 The Club shall be entitled to deduct all expenses incurred in connection with the transfer and such sums as are due from the member to the Club from the proceeds of sale.
- 17.4 The balance of the proceeds of sale, if any, shall be paid to the member or where appropriate to the Official Assignee or Receiver.
- 17.5 In the event of any shortfall between the proceeds of sale and the amount due to the Club from the Transferor member, the Transferor member shall remain liable to indemnify the Club for the shortfall.

18. CESSATION OF MEMBERSHIP

- 18.1 A member or a Corporate representative shall cease ipso facto to be a member or nominee in any of the following events:-
 - 18.1.1 If he ceases to be a member under Rules 19 or 24.4 or is expelled under Rule 20;
 - 18.1.2 If he is adjudged a bankrupt or being a Corporate Member enter into liquidation whether voluntary or otherwise (but not being a voluntary liquidation for the purpose of amalgamation or reconstruction);
 - 18.1.3 If he makes a composition or arrangement with his creditors;
 - 18.1.4 If he has been convicted of an offence by a court of Law of Malaysia and is sentenced to imprisonment for a term of not less than one year or to a fine of not less than ten thousand ringgit; or
 - 18.1.5 If he is found to be and is declared medically, to be of unsound mind and/or as suffering from an incurable disease which the Committee is of the view that it will pose a danger to the health of the other members.
- 18.2 A member so ceasing to be a member shall forfeit all rights and privileges of a member but he or his estate shall continue to be liable for any liabilities and obligations to the Club under- taken or incurred while he was a member whether liquidated or continuing or whether in respect of himself or some other person.
- 18.3 The other categories of membership arising from such membership shall also cease with the cesser of membership.

19. RESIGNATION

- 19.1 A Member of any category may resign his membership by giving to the Honorary Secretary notice in writing to that effect but such members shall be liable, in addition to all arrears and other monies (if any) due from him to the Club, to pay the subscriptions due for the month in which such notice is given.
- 19.2 Any member having left Sarawak and whose whereabouts cannot be ascertained, or who has not responded to correspondence addressed to him shall after a period of one year from his leaving, be deemed to have resigned and his membership shall thereafter be dealt with under Rule 17.
- 19.3 Any member with transferable membership who fails to transfer his membership to a transferee and nevertheless voluntarily submits his resignation to the Committee shall on acceptance of the resignation by the Committee and notwithstanding Rule 17 be deemed to have waived and terminated his right to transfer the membership which shall thereafter become the property of the Club to be disposed of at the Committee's discretion.

20. DISCIPLINARY PROCEEDINGS

- 20.1 The Committee may discipline any member of the Club on the grounds of any conduct in or out of, the Club which, in the opinion of the Committee, is detrimental to the character or interests of the Club or its members.
- 20.2 Disciplining can only take place after the alleged offending member's conduct has been inquired into by the Committee and the offender given the opportunity to answer the charges against him and to justify or explain his conduct.
- 20.3 Disciplining of a member who is found to be guilty of any misconduct as aforementioned after prior inquiry by the Committee may take the form of one or more of the following disciplinary measures:-
- 20.3.1 Expulsion from the Club;
 - 20.3.2 Suspension from exercising membership rights and privileges for a specific period as the Committee may decide;
 - 20.3.3 Fine not exceeding RM1,000.00; or
 - 20.3.4 Reprimand.

Provided that in the case of a Corporate Member the disciplinary measure may be imposed on the Corporate Member or the Corporate representative or on both the Corporate Member and the Corporate representative/s.

- 20.4 Any member disciplined by expulsion or suspension exceeding 3 months shall have the right within fourteen days to require the Committee to convene an Extraordinary General Meeting of the Club to discuss the expulsion or suspension and the Committee shall within fourteen days of receipt of any such requisition by the expelled or suspended member call for an Extraordinary General Meeting of the Club to discuss the expulsion or suspension.
- 20.5 The only business at such Extraordinary General Meeting shall be to consider the disciplinary action taken by the Committee against the member and if the members at the meeting do not approve of the measures taken by the Committee then the Committee's action may be rescinded or substituted with an alternative or lesser disciplinary measure, and in addition thereto, regardless of whether the Extraordinary General Meeting decides to maintain, rescind or substitute the disciplinary measures, the Extraordinary General Meeting shall be entitled to vote to require that the member subject of the disciplinary proceedings be liable to bear the expenses incurred by the Club to convene the Extraordinary General Meeting for the purpose. The voting at such meeting shall be by ballot if not less than five members attending shall so demand.

20.6 A suspended member shall continue to remain liable to pay the fees and dues payable for his category of membership during the suspension period and in addition all other associate or Junior membership/s arising from and linked to his membership shall be similarly suspended unless otherwise directed by the Committee.

21. LIABILITIES OF MEMBERSHIP

21.1 The proposer and seconder of a candidate for membership shall be jointly and severally liable for all of the candidate's debts and other liabilities to the Club other than the Entrance Fee which may be incurred by the candidate while he is awaiting election as a member.

21.2 The proposer and seconder of a newly elected member shall remain jointly and severally liable for all claims which the Club may have against such a new member provided that such period of liability shall not exceed beyond one year from the date that the candidate becomes elected as a member of the Club.

21.3 Members introducing guests to the Club shall be responsible for the due observance by the guests of the Rules and Bye-Laws of the Club and shall be liable for all debts and other liabilities incurred by the guests.

21.4 Every member shall in addition to the debts and liabilities to the Club incurred by himself be also liable for all debts and other liabilities incurred by all associate and junior memberships arising from and linked to his membership.

21.5 It shall be the duty of all members to inform the Honorary Secretary in writing of all changes of addresses.

21.6 Any notice posted or sent by electronic mail to a member at his last known mail address or electronic mail address shall be deemed to have been duly given to and received by such member.

21.7 Members with Associate Child Members and/or Junior Members shall also keep the Club safe and indemnified at all times against any or all claims consequences and liabilities arising from the presence at the Club premises and use of its facilities by the Member's Associate Child Member and/or Junior Members.

22. ENTRANCE FEES AND DEPOSITS

22.1.1 A prospective Ordinary Member acquiring membership otherwise than from a purchase thereof shall on election, pay an Entrance Fee of such a sum as shall be fixed by the Management Committee provided that the Entrance Fee shall not be less than RM25,000.00 nor exceed RM50,000.00, the prescribed range of which shall be decided by the General Meeting of the Club from time to time.

22.1.2 A Term Member shall on election, pay a Licence Fee of such a sum as shall be fixed by the Management Committee provided that the Licence Fee shall not be less than RM1,000.00 nor exceed RM8,000.00, the prescribed range of which shall be decided by the General Meeting of the Club from time to time, the annual Extension Licence Fee shall not be less than RM3,000.00 nor exceed RM8,000.00, the prescribed range of which shall be decided by the General Meeting of the Club from time to time.

22.1.3 The first Corporate representative of a Corporate Member acquiring membership otherwise than from a purchase thereof shall on election pay such Entrance Fee of such a sum as shall be fixed by the Management Committee provided that the Entrance Fee shall not be less than RM100,000.00 nor exceed RM150,000.00, the prescribed range of which shall be decided by the General Meeting of the Club from time to time.

- 22.1.4 In addition to the Entrance Fee (where applicable) each Corporate representative shall pay an Annual Corporate representative fee of not less than RM1,000.00 and not exceeding RM5,000.00 for each year or part thereof as shall be fixed by General Meeting of the Club from time to time.
- 22.2.1 Every Term Member shall during his membership Term pay and maintain a security deposit of between RM1,000 to RM5,000 as shall be fixed by a General Meeting from time to time which security deposit shall be refundable interest free less such sums due to the Club on expiry of the Term.
- 22.3 Except for the Ordinary Members and the Corporate Members, all other members who have not paid or do not pay the Entrance Fees shall only have the privileges of membership given by Rule 8 to each category of membership but shall not be entitled to a share in the property and assets of the Club.
- 22.4 The Entrance Fee paid by any member except a Term Member who resigns his membership on ground of leaving Sarawak within twelve months of his election, may be refunded wholly or partly to him upon written application by the member concerned, made not later than one month before leaving Sarawak.
- The amount to be refunded shall be in absolute discretion of the Committee having regard to the length of time during which the applicant had been a member.
- 22.5 All new members except Term and Visiting Members shall each pay together with the Entrance Fee a non-refundable sum of RM500.00 to the Development Fund of the Club.

23. SUBSCRIPTION

23.1 Subscriptions payable by members for each category of membership shall be as follows:-

- 23.1.1 Honorary Life and Honorary Members ... NIL
- 23.1.2 Ordinary Members and Corporate representatives:- RM30/- to RM200/- per month
- 23.1.3 Term Members RM100/- to RM300 per month
- 23.1.4 Associate Members:- RM10/- to RM50/- per month

Provided Always that an Associate Member of an Ordinary Member who qualifies for a waiver of subscription under Rule 23.2.4 shall be exempted from Associate Member subscription.

- 23.1.5 Associate Child Members:-
NIL
- 23.1.6 Visiting Members:- Nil
- 23.1.7 Junior Members:- RM15/- to RM100/- per month

Provided always where there is a prescribed range of Subscription fee rate, the prevailing rate to be charged by the Club shall be fixed by a General Meeting of the Club from time to time.

- 23.2.1 All subscription shall be payable monthly in advance.

- 23.2.2 Subscriptions shall become due on the first day of the calendar month in respect of which they are payable and shall not be apportioned to any part of a calendar month.
- 23.2.3 A member shall be responsible for the payment of fees and subscriptions in respect of his Associate, Associate Child and Junior Members.
- 23.2.4 An Ordinary Member having joined the Sarawak Club as an Ordinary Member for a minimum of fifty (50) continuous years, and having attained the age of eighty (80), and having never been listed as a defaulter on payments to the Club; shall be exempted from paying Ordinary Member monthly subscription and their Associate Member monthly subscription, for as long as he remains an Ordinary member.

24. MEMBERS' ACCOUNTS

- 24.1 The accounts of members shall be made up at the end of every month and shall become due and payable whether presented or not on the first day of ensuing month: Provided always that the Committee may at any time by notice in writing require any member to pay his account forthwith and upon the issue of such notice such account shall become due and payable: Provided further that general notice may be given by posting prominently in the Club or otherwise as the Committee may decide to the intent that all members shall keep their accounts in credit or shall not exceed a stated debit or shall otherwise maintain their account as the Committee shall decide: And Provided further that the Committee may by notification in writing require any member irrespective of category of membership to maintain his account in credit: And Provided lastly that nothing contained in this Rule shall prevent the Committee from introducing systems of payment by cash or by coupons or by such system of payment as may from time to time appear desirable.
- 24.2 The Committee may at any time in writing notify any member whose account is in debit that until his account has been paid in full he may not incur any further liability to the Club. If any member so notified shall before payment of all monies due by him to the Club incur further liability to the Club the Committee may proceed under Rule 20 to expel such member from the Club.
- 24.3 If any member shall fail to pay any monies due by him to the Club for a period of one calendar month after the same shall have become due or if, having been notified under Rule 24.1 he shall fail for a period of 21 days to pay the same the Committee may cause the name of such member to be posted as a defaulter in a conspicuous place or places in the Club.
- 24.4 No member posted as a defaulter shall until payment of all monies due by him to the Club be allowed any of the privileges of the Club and unless such payment be made within twenty-eight days after the date of such posting such member shall ipso facto cease to be a member of the Club.
- 24.5 Member's accounts outstanding for a period of thirty days after the date of issue of such account shall be liable to a surcharge of 5% on the total amount outstanding and thereafter at the rate of 5% for every thirty days or part thereof on the amount which remains unpaid.

25. MANAGEMENT OF THE CLUB

- 25.1 The Club shall be managed by a Committee consisting of eleven eligible Ordinary Members or Honorary Life Members to be elected in accordance with Rule 26 to the following offices:-

President
Deputy President
Honorary Secretary
Honorary Treasurer
Games Member

Sports Member
Swimming Member
Entertainment Member
House Member
Bar Member
Catering Member

- 25.2 In the event of any vacancy occurring among the elected members of the Committee other than the President during their term of office the Committee may co-opt any Ordinary Member or Honorary Life Member to fill such vacancy until the next election of the Committee in an Annual General Meeting. In the event of a vacancy occurring in the office of President the Deputy President shall automatically take his place. The Committee may act notwithstanding any vacancy in their body.
- 25.3 The Committee shall meet once in every calendar month to consider the affairs of the Club and at any other time on the requisition of three members of the Committee made to the Honorary Secretary or at the express wish of the President.
- 25.4.1 Notice of Committee meetings shall be issued to all members of the Committee at least seven (7) days before a meeting provided that a majority of members of the Committee may waive short notice and that accidental omission to issue to or the non-receipt of a notice by any member of the Committee shall not invalidate the meeting or its proceedings
- 25.4.2 At every such Committee Meeting five members shall form a quorum and all questions shall be decided by a majority of votes.
- 25.4.3 The Chairman of the meeting shall have a casting vote.
- 25.4.4 A circular letter resolution (in the same or separate letters) signed by all the members of the Committee or an electronic mail circular resolution duly approved by all members of the Committee by way of affirmative replies by electronic mail shall be deemed to be effective as if made at a regularly constituted Committee meeting provided that the circular letter resolution or electronic mail circular resolution must be ratified and adopted at the next Committee meeting.
- 25.5 The President shall preside at all Committee Meetings and in his absence the Deputy President shall preside. If neither be present then the remaining members shall vote one of their number to take the Chair.
- 25.6 The order of business at the meetings and procedure of the Committee shall be laid down in Standing Rules as determined by the Committee from time to time.
- 25.7 The President may allocate such duties as he may think fit to the members of the Committee.
- 25.8 Any member of the Committee absenting himself from two consecutive Committee Meetings without explanation satisfactory to the Committee shall cease to be a member thereof.
- 25.9 Any member of the Committee who receives written notification from the Committee that his Club account is in arrears shall automatically cease to be a member of the Committee with effect from the date of such notification.
- 25.10 The Committee shall have the power to enter into any contracts for the provision of or improvement of or additions to the Club property or facilities, provided the value of the contract does not exceed the total sum of Ringgit Malaysia Seventy Five thousand only (RM75,000.00) in any one year for any one specific purpose, otherwise such contract shall first be referred to the members in General Meeting for approval before its execution by the Committee.

25.11 The Committee may appoint any person or company to take over and manage as an independent contractor the catering services of the Club including operators for any stalls or shop/s for the sale of such food goods and other services on the Club premises upon such terms and conditions as may be agreed by the Committee.

26. ELECTION OF THE MANAGEMENT COMMITTEE

26.1 Only Honorary Life Members and Ordinary Members shall be eligible for election as members of the Committee provided further on receipt of direction that only Malaysian citizens shall be eligible to be elected from the Registrar of Societies then the Club shall comply accordingly.

26.2 Not less than one month before the date appointed for the holding of the Annual General Meeting in an election year, the Honorary Secretary shall in writing invite all members eligible to vote to nominate members for the offices of President, Deputy President, Honorary Secretary, Honorary Treasurer and seven others to be members of the Committee as specified in Rule 25.1.

26.3 Any member nominating another member or members for any of the offices shall obtain the written consent of such nominee or nominees. Any nomination without such consent shall be void.

26.4 The nominations shall be closed fourteen days before the date appointed for the Annual General Meeting.

26.5 In the event of only one member being nominated for any particular office at the close of the nomination, he shall be deemed to have been elected to that office without contest: Provided that if he should decline the nomination on the day of the Annual General Meeting or if no nomination shall have been received for any office, nomination for these offices may be proposed from the floor and the names of the nominees shall be included in the ballot papers for the election by those members attending the Annual General Meeting.

26.6 Members who are eligible to vote shall be the Honorary Life Members and Ordinary Members.

26.7 All members eligible to vote attending the Annual General Meeting shall be entitled to be issued with ballot papers at the meeting.

26.8 The outgoing Committee shall ascertain the result of the ballot and announce the result as soon as it is available.

26.9 Subject to Rule 25, the members of the Committee elected shall hold office for two years until the next Annual General Meeting of an election year.

26.10 Any member who has served in the Management Committee for two consecutive terms in the same office shall only be eligible to stand for election to a different office in the Management Committee for the succeeding election year.

27. OFFICERS OF THE CLUB AND THEIR DUTIES

27.1 The President shall preside at all General Meetings and at all meetings of the Committee and shall be responsible for the proper conduct of such meetings. He shall have a casting vote and shall sign the minutes of each meeting at the time they are approved.

27.2 The Deputy President shall deputize for the President in the latter's absence or on his ceasing to be an Ordinary Member.

27.3 The Honorary Secretary shall cause all correspondence addressed to the Club to be dealt with in an appropriate manner except that in cases affecting the policy or finances of the Club he shall first obtain the direction of the Committee.

- 27.4.1 The Honorary Treasurer or the Club Manager acting under specific and written authority from the Honorary Treasurer, shall receive all monies due to the Club and disburse all monies due from the Club as directed by the Committee.
- 27.4.2 A receipt issued by the Honorary Treasurer or the Club Manager shall be sufficient discharge for monies due to the Club and any monies so received shall be paid into the Club's Account at a bank and/or financial institution to be named by the Committee.
- 27.4.3 The operation of the Club's Account and signing of cheques shall be done jointly by the Honorary Treasurer and the Club Manager.
- 27.4.4 In the absence of either the Honorary Treasurer or the Club Manager, the President and/or Honorary Secretary shall sign on their/his behalf.
- 27.5 The members of each activity of the Club shall be responsible for organising those activities which come under his purview and as directed by the Committee from time to time.
- 27.6 Committee Members are expected to draw the attention of any member or members to any contravention of the Rules or Bye-laws of the Club at the time of the occurrence of the contravention and any serious misdemeanor shall be reported to the Honorary Secretary without delay.

27.7 APPOINTMENT OF AUTHENTICATION OFFICERS

- 27.7.1 Three Officers who must be office-bearers and over 21 years of age shall be appointed at the annual general meeting for the purpose of Section 9(b) and one officer for the purpose of Section 9(c) of the Societies Act, 1966.
- 27.7.2 The Officers shall hold office until the annual general meeting when their term expires and shall be eligible for re-election.
- 27.7.3 The Officers appointed under this rule shall deal with the immovable property of the Club in such a manner as the general meeting may direct provided that all immovable properties shall be registered in the name of the Club.
- 27.7.4 The Officers shall not sell, mortgage, charge, lease, withdraw or transfer any of the properties of the Club without the consent or authority of a general meeting.
- 27.7.5 An Officer may be removed from office by general meeting on the ground that, owing to ill health, unsoundness of mind, absence from the country or for any other reason he is unable to perform his duties or unable to do so satisfactorily. In the event of death, resignation or removal of an officer before the annual general meeting, the vacancy shall be filled by an extraordinary general meeting convened for the purpose.

28. GENERAL MEETINGS

- 28.1 All General Meetings of the Honorary Life and Ordinary Members of the Club shall be convened and conducted as provided in this Rule.
- 28.2 The President of the Club shall take the chair at every General Meeting of the Club or in his absence the Deputy President. In the absence of both the President and the Deputy President the members shall choose another member of the Committee to chair the meeting and if no member of the Committee be present or if all members of the Committee decline to take the Chair then the Honorary Life and Ordinary Members of the Club may elect one of their number to conduct the meeting.

- 28.3 Notice of every General Meeting specifying the objects for which it is called shall be sent by electronic mail, facsimile transmission or ordinary mail to all Honorary Life and Ordinary Members at least fifteen days before the meeting and shall also be posted in the Club for the same period.
- 28.4 Accidental omission to give to or non-receipt of any such notice by any such member shall not invalidate any resolution passed at any such meeting provided that the Notice shall have been posted on the Club Notice Board as provided by this Rule.
- 28.5 Any Honorary Life or Ordinary Member who is unable to attend a General Meeting may vote thereat by sending to the Honorary Secretary three days before the date of the meeting a written proxy to record his vote either for or against any resolution of which due notice has been given. No general proxies shall be allowed.
- 28.6 The Chairman of any General Meeting may with the consent of the meeting adjourn the meeting from time to time provided that no business shall be transacted at any adjourned meeting other than the business left unfinished prior to the adjournment.
- 28.7 At any General Meeting of the Club the quorum shall, excluding members of the Committee, consist of 15 (fifteen) members who may be Honorary Life or Ordinary Members except in the case of a resolution to dissolve the Club when not less than two thirds of the Honorary Life and Ordinary Members must be present and vote.
- 28.8 In the absence of a quorum, the General Meeting shall be adjourned to such date and time as the Committee shall appoint.
- 28.9 At such adjourned meeting, the General Meeting will proceed with the agenda regardless of whether a quorum is present or not but if no quorum is present:-
- 28.9.1 such meeting shall not be empowered to alter any Rules or make any decision which in the opinion of the Committee affects the whole Club membership; and
- 28.9.2 if it is an Extraordinary General Meeting requisitioned by members it shall be cancelled and no further meetings can be requisitioned on the same subject for the next six months.
- 28.10 All matters and question shall be decided by a majority vote of the Honorary Life and Ordinary Members present and voting at any meeting save where by these Rules any other majority is required to decide a matter or question. The Chairman shall have a casting vote at every General Meeting.
- 28.11 The minutes of every General Meeting shall be produced for confirmation at the next Annual General Meeting.

29. ANNUAL GENERAL MEETING

- 29.1 The Annual General Meeting of the Club shall be held each year upon a date and at a time to be appointed by the Committee as soon as may be after the thirty-first day of January but not later than thirtieth day of June. The order of business at the Annual General Meeting shall be:-
- 29.1.1 To receive consider and approve the Committee's report and Balance Sheet and Working Accounts for the preceding financial year.
- 29.1.2 To elect the President, Deputy President, Honorary Secretary, Honorary Treasurer and Committee members to fill the offices specified in Rule 25.1 biennially.
- 29.1.3 (a) To elect the auditors for the ensuing year.
(b) To appoint three (3) officers for the purpose of Section 9 (b) of the Societies Act 1966.

(c) To appoint a public officer for the purpose of Section 9 (c) of the Societies Act 1966.

29.1.4 To transact any other business of which due notice has been given or which if raised without due notice is admitted for discussion by a majority of members present and voting provided that no motion for the amendment or repeal of any existing Rule or the making of any new Rule shall be discussed unless due notice thereof shall have been given in accordance with Rule 32.

29.2 Due notice for the purpose of Rule 29.1.4 shall mean communication to the Honorary Secretary in writing at least seven days prior to the meeting concerned.

30. EXTRAORDINARY GENERAL MEETING

30.1 The Committee may convene Extraordinary General Meetings of the Club and shall convene such a meeting on the receipt of a written requisition from not less than 5 % of the current total membership of Ordinary Members stating the objects for which the meeting is required.

30.2 If the Committee fails within thirty (30) days of receipt of a requisition by Members to convene the Extraordinary General Meeting, the requisitionists may proceed to convene and conduct the General Meeting following the procedure set down by the Rules for General Meetings and at the cost of the Club.

30.3 Details of the business to be transacted shall be posted in the Club for a minimum period of fifteen days prior to any such meeting. No other business shall be transacted at such a meeting.

31. INTERPRETATION OF THE RULES

31.1 The Committee shall be the sole authority for the interpretation of these Rules and of any Bye-Laws made thereunder and for the time being in force and on any question or matter arising therefrom, the interpretation of the Committee shall be final and binding on all members.

31.2 In the event of any question or matter arising which is not provided for by these Rules or the Bye-Laws the Committee shall have full power to decide and to act thereon and its decision shall be final.

32. ALTERATIONS AND AMENDMENTS OF THE RULES

32.1 No Rule of the Club shall be repealed or amended and no new Rule shall be made except by a resolution passed at the Annual General or an Extraordinary General Meeting.

32.2 Any such resolution decided at a General Meeting shall be deemed to be confirmed if no objection thereto is made in writing by not less than 5 % of the current total membership of Ordinary members within thirty days of such meeting.

32.3 In the event of receipt of such an objection, the Committee shall call for an Extraordinary General Meeting within twenty-one days of receipt of the written objection for the purpose of confirming the resolution or considering the objection. If at this second meeting the resolution is confirmed, then it shall be considered to have been duly made and passed.

32.4 No alteration or amendments to the Rules shall take effect until such alteration or amendment shall have first received the approval of the Registrar of Societies.

33. AVAILABILITY OF THE RULES

33.1 These Rules and all Bye-Laws shall be printed and copies shall be made available to members on application to the Honorary Secretary. Every new member shall be furnished with a copy by the Honorary Secretary on election.

33.2 A book containing all Rules and Bye-laws of the Club shall be kept at the Club and shall be readily accessible to all members.

34. BYE-LAWS

34.1 The Committee may from time to time, add to, alter and repeal Bye-laws for the regulation of the affairs of the Club in any matter not provided for in these Rules.

34.2 The power to make such Bye-laws shall include the power to specify the rate of fees and subscriptions which may be charged to any member for enjoying any sporting or other facilities provided by the Club.

34.3 Such Bye-laws so made, added to, altered or repealed, shall come into operation and be binding on members after they have been posted in the Club premises for fifteen days.

35. SUB-COMMITTEES

35.1 The Committee may appoint sub-committees to be constituted for such purpose as it may think fit and may delegate to such sub-committees such part of its duties and powers as may be expedient.

35.2 The Committee or any Committee member with the Committee's approval may appoint as many members of the Club as may be necessary to assist the Committee Member.

35.3 Each Committee Member who appoints such sub-committee shall be responsible and report to the Committee on the workings of his sub-committee.

36. ACCOUNTS

36.1 Accurate accounts shall be kept of all sums of money received and expended by the Club and the manner in respect of which such receipts and expenditures takes place and the property, credits and liabilities of the Club and, subject to any reasonable restrictions as to the time and manner for inspecting the same as may be imposed by the Committee, be open for the inspection of members.

36.2 The accounts shall be made up to and closed on the thirty-first day of December in each year, and the Honorary Treasurer shall prepare, or cause to be prepared, a Balance Sheet which shall be audited by a professional auditor or chartered accountant who shall be appointed for this purpose at the Annual General Meeting.

36.3 The Balance Sheet shall be signed by the Honorary Treasurer and President in addition to the Auditor.

36.4 A copy of the Balance Sheet shall be sent to every Honorary Life Member and Ordinary Member so as to be received by him at least seven days before each Annual General Meeting.

37. CHILDREN

37.1 The times at which children of members and their guests under sixteen years of age shall be permitted in the Club shall be determined by the Committee.

37.2 At no time may children under the age of sixteen be allowed in the Hornbill Bar, Badger Bar or other Bars at the Club premises or in the Billiards Room except as specifically provided for in the Bye-laws, Provided That notwithstanding this the sale and serving of alcohol will be subject to prevailing local laws governing the same.

37.3 Children under the age of twelve must at all times be accompanied by member/s who shall be fully responsible for the child or children.

38. INJURY TO MEMBERS, GUESTS, CHILDREN AND PROPERTY

38.1 The Club shall not be liable in any way whatsoever by reason of membership of the Club in respect of the death of or any personal injury sustained by any member or his guest or from his use or enjoyment of the Club and its amenities, privileges or facilities or otherwise howsoever arising.

38.2 The Club shall not be liable for any loss of or damage to any article or property whatsoever brought upon the Club premises by a member or his guest or entrusted by him or the guest to an employee of the Club.

39. GUEST

39.1 Honorary Life Members, Honorary Members, Ordinary Members, Term Members, Corporate representatives and Associate Members shall have the privilege of introducing guests into the Club as long as such introduction does not in any way interfere with the convenience and use of the Club by its members.

39.2 Any member introducing a guest into the Club shall on each day on which such guest is in the Club enter the name and address of the guest in a book provided for the purpose and such member shall be responsible for the due observance of the Club Rules and Bye-laws by his guest.

39.3 No adult or child resident in Kuching shall be introduced as a guest on more than one day in any calendar month.

39.4 No member shall at any time introduce as a guest anyone whose candidature has been rejected or nullified or whose membership has been terminated under Rules 20 or 24.

39.5 Members introducing guests to the Club shall pay such guest fee as may be laid down by the Committee from time to time and shall be responsible for any debts incurred by such guests to the Club.

39.6 The Committee may at any time in its discretion extend, suspend, or curtail the privileges granted by this Rule.

40. SUGGESTIONS AND COMPLAINTS

40.1 Suggestions may be made by members of the Club on the forms provided for this purpose. The Honorary Secretary shall bring all suggestions to the notice of the Committee and action shall be noted on the forms as directed by the Committee.

40.2 Complaints shall be made personally or in writing to the Honorary Secretary either by letter or on the forms provided for the purpose. The Honorary Secretary shall take immediate steps to acquaint the Committee of the complaint and shall in due course inform the complainant of the action taken.

41. CLUB PROPERTY

41.1 No books, periodicals, newspapers or any other property of the Club shall be removed from the Club without the consent of the Committee.

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

Members introducing guests shall be responsible for any damage to the Club property caused by their guests.

42. DOGS AND PETS

No dogs or pets shall be permitted upon the Club premises. Any member whose dog or pet enters the Club premises shall be liable to a fine of not more than RM20.00 for each offence.

43. NO OUTSIDE REFRESHMENTS

Subject to any Bye-laws for the time being in force no provisions, wines or liquors shall be brought into the Club by any member for consumption on the Club premises except by consent of the Honorary Secretary or Bar Member.

44. USE OF THE CLUB BY OUTSIDE ORGANISATIONS

The Committee may grant the use of the Club premises or a portion thereof on such occasions or for such purposes as they may consider a large proportion of the members have an interest and this shall be made known to the members by a Notice posted on the Notice Board of the Club: Provided that facilities of a continuing nature shall not be granted to members of other organisations unless prior approval has been given by a General Meeting and provided further that all such facilities shall be subject to review at each Annual General Meeting.

45. CLUB EMPLOYEES

45.1 The Committee shall be empowered to appoint such Club employees as it thinks necessary for the efficient operation of the Club provided that such appointment is not contrary to law.

45.2 The appointment, removal and remuneration of such Club employees shall be determined by the Committee and a list of Club employees giving details of their past services and salary shall be maintained by the Honorary Secretary and be available for inspection by Honorary Life and Ordinary Members on request.

45.3 No member or guest shall give any present or gratuity to any employees of the Club unless it be at a time officially recognised and approved by the Committee.

45.4 No Club employees shall be reprimanded or in any way punished by a member or guest. In the event of any fault being found with any employees the matter shall be reported to the Honorary Secretary who will take necessary action.

46. DISSOLUTION

46.1 In the event of the Club being dissolved as provided for in Rule 28.7, all debts and liabilities legally incurred on its behalf shall be fully discharged, and the remaining funds shall be disposed of in such manner as may be decided upon by a General Meeting.

46.2 Notice of dissolution shall be given to the Registrar of Societies within fourteen (14) days of such resolution to dissolve the Club.

47. AFFILIATION

The Club shall not have any affiliation or connection with other clubs or societies unless approved by the Committee. The Honorary Secretary shall circulate a list of such affiliated clubs and societies.

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PRESIDENT

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HON SECRETARY