



**THE
CONSTITUTION
OF
KELAB GOLF SARAWAK**

(Revised on the 27th day of June 2022)

**KELAB GOLF SARAWAK
(The Sarawak Golf Club)**

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KELAB GOLF SARAWAK
(The Sarawak Golf Club)

ARTICLE 1. NAME

1.1 The Association shall be known as

KELAB GOLF SARAWAK (SARAWAK GOLF CLUB)

Hereinafter referred to as “the Association”.

1.2 Meaning of Name : N/A

1.3 Level : Negeri

ARTICLE 2. ADDRESS

2.1 The registered address is

KELAB GOLF SARAWAK,
JALAN STADIUM, PETRA JAYA,
93050 KUCHING, SARAWAK

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

KELAB GOLF SARAWAK,
JALAN STADIUM, PETRA JAYA,
93050 KUCHING, SARAWAK

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

ARTICLE 3. OBJECTIVE

3.1 The objects of the Club shall be:

3.1.1 To promote and carry on social and sporting activities.

3.1.2 In particular and without derogation from the generality
of paragraph 3.1.1 to promote the games of golf, tennis,
squash, swimming, billiards and snooker, bowls and all
such other sports, games and pastimes as may from time to
time by the Committee be deemed desirable.

- 3.1.3 To provide and maintain a golf course, swimming pool, tennis courts, squash courts, billiard tables and bowling alleys, and activities for all such other sports, games and pastimes as may from time to time be introduced and approved by the Committee.
- 3.1.4 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.
- 3.1.5 To purchase, hire, provide and maintain all kinds of equipment, furniture, implements, tools, utensils, cutlery, glass, crockery, linen, books, papers, periodicals, stationery, cards, games, sporting equipment and all other things required or which may conveniently be used in connection with the Club House, grounds and other premises of the Club by members and other persons frequenting the Club with the authority of the Committee, and to supply, sell and deal in the same.
- 3.1.6 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.
- 3.1.7 To accept from the Sarawak Government, purchase, take on lease or in exchange or otherwise occupy or acquire any land or buildings which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Club and to lease, sell, charge, give in exchange or dispose of the same or any part thereof.
- 3.1.8 To hire and employ treasurers, secretaries, clerks, managers, servants and labourers and to pay to them and to other persons in return for services rendered to the Club salaries, wages, gratuities and pensions.
- 3.1.9 To promote, carry on and conduct provident funds, pension schemes and other propositions of a like nature for the benefit of employees of the Club and to contribute thereto and to alter, vary, amend, discontinue and wind-up any such provident fund, pension scheme or other proposition.

- 3.1.10 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.
- 3.1.11 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.
- 3.1.12 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.
- 3.1.13 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.
- 3.1.14 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.

ARTICLE 4. MEMBERSHIP

4.1 MEMBERSHIP

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

4.1.2 Every application for approval as a member shall be made in a form to be provided for the purpose or by way of transfer as provided in Article 4.12. Such form shall be completed and signed by the applicant, and by his proposer and seconder who shall be an Individual Member (transferable) or Individual Member (non-transferable) or Corporate Member (transferable) or Corporate Member (non-transferable) of the Club for not less than two (2) years, and presented to the Secretary along with the prescribed Entrance Fee. The application shall be posted on the House Notice Board.

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

4.2 CATEGORIES OF MEMBERSHIP

4.2.1 There shall be the following categories of members:

- (a) Honorary Members
- (b) Life Members
- (c) Individual Members (transferable)
- (d) Individual Members (non-transferable)
- (e) Corporate Members (transferable)
- (f) Corporate Members (non-transferable)
- (g) Family Members
- (h) Junior Members
- (i) Term Members
- (j) Reciprocal Members

Provided that the total number of Individual Members (transferable) and Individual Members (non-transferable) shall not exceed three thousand and two hundred (3,200), and the total number of Corporate Members (transferable) and Corporate Members (non-transferable) shall not exceed one hundred (100) at any time, and provided always that members in a general meeting may increase the total number of membership at anytime.

4.3 HONORARY MEMBERS

4.3.1 The Committee may invite any person who is not an existing member of the Club to be an Honorary Member for such period that it thinks fit. Honorary Members shall not be required to pay any entrance fee or subscription. Honorary Members shall have the same rights as an Individual Member (non-transferable).

4.4 LIFE MEMBERS

4.4.1 The Committee may confer life membership on any person who has contributed by donation, cash, kind or services. He shall enjoy the same rights as an Individual Member (non-transferable). Life Members shall not be required to pay any entrance fee or subscription.

4.5 INDIVIDUAL MEMBERS (TRANSFERABLE) AND (NON-TRANSFERABLE)

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

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

4.5.3 The voting shall take place after the expiry of one (1) month of the date of posting of the name of the candidate under Article 4.1.2. The Committee if of the opinion that there has been any irregularity in any voting may order a new voting.

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

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

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

- 4.6 CORPORATE MEMBERS (TRANSFERABLE) AND (NON-TRANSFERABLE)
- 4.6.1 Application for membership shall be made in prescribed form to the Committee, and the Committee may approve or reject the application without having to give any reason.
- 4.6.2 An Entrance Fee of forty thousand ringgit (RM40,000.00) shall be payable upon approval of the application.
- 4.6.3 Corporate Member (transferable) and Corporate Member (non-transferable) shall be entitled to nominate up to two (2) persons to enjoy the Club's facilities. Such nominations shall be made in writing and shall be subject to the approval of the Committee, and on approval, each nominee shall pay a monthly subscription in a sum equivalent to the monthly subscription payable by the Individual Member (transferable).
- 4.6.4 The following shall be eligible to apply as Corporate Member (transferable):-
- (i) any company incorporated or registered in Malaysia and having its registered office in Sarawak, Malaysia.
 - (ii) such other bodies or firms as the Committee may from time to time approve.
- 4.6.5 Corporate Member (transferable) and Corporate Member (non-transferable) may from time to time by notice in writing and upon approval of the Committee and upon payment of a sum of one thousand ringgit (RM1,000.00) substitute its nominees.
- 4.6.6 If a winding-up order is made against a Corporate Member (transferable) or a Corporate Member (non-transferable), their nominees shall cease to be entitled to any rights and privileges to use and enjoy the facilities of the Club.
- 4.6.7 A Corporate Member (transferable) shall be entitled to one (1) vote at any general meeting but shall have no right to hold office. Corporate Member (transferable) may nominate one of its nominees to attend and vote at the general meeting. Corporate Member (non-transferable) shall have no voting right and shall have no right to hold office.

4.7 FAMILY MEMBERS

4.7.1 Spouse of members and their children under eighteen (18) years of age may, with the approval of the Committee, be admitted as Family Members. They shall have no voting rights.

- (a) Only one (1) spouse of each member may be admitted as a Family Member.
- (b) Family Members may enjoy the facilities of the Club subject to the regulations and restrictions imposed from time to time by the Committee.
- (c) Family Members shall not pay any entrance fee, but those over the age of twelve (12) years shall pay the monthly subscriptions.
- (d) Spouse and children of Honorary Members and Life Members shall enjoy the same privileges permitted to spouse and children of an Individual Member (non-transferable) and shall be exempted from all fees.

4.8 JUNIOR MEMBERS

4.8.1 Children of members below the age of twenty-one (21) years may, with the approval of the Committee, be admitted as Junior Members. They shall have no voting rights.

- (a) A junior member shall have no voice in the affairs or management of the Club.
- (b) A junior member shall not be eligible to introduce any guest.
- (c) A junior member shall not be eligible to be member of the Committee or Sub-Committee.
- (d) A junior member shall be entitled to make use of the Club's facilities and participate in the normal Club's competitions.
- (e) A junior member shall pay an entrance fee and monthly subscriptions.

- (f) A junior member on reaching the age of twenty-one (21) years shall cease to be a junior member.
- (g) A Junior Member may apply to become an Individual Member (transferable) on reaching the age of twenty one (21) years and upon payment of such fees as determined by the Committee; provided that he has been a Junior Member for at least 3 consecutive years prior to the application; and provided that he shall maintain his membership upon approval for a period of not less than 5 years before it may be transferred to another person.

4.9 TERM MEMBERS

- 4.9.1 The Committee may on the introduction of an Individual Member (transferable) or Individual Member (non-transferable) admit any person to be a term member for any period not less than one (1) month but not exceeding two (2) years. The entrance fee and the monthly subscription fee payable shall be determined by the Committee from time to time.
- 4.9.2 Term Member shall be entitled to all the privileges of an Individual Member (non-transferable). The introducer of a Term Member shall be responsible for any debt to the Club incurred by such member including any subscription, and all applications for such membership shall be made on an approved form signed by the introducing member.
- 4.9.3 The Committee may at any time in its absolute discretion without any cause assigned, withdraw the privileges of the Club from any Term Member.

4.10 RECIPROCAL MEMBERS

- 4.10.1 The Committee may enter into reciprocal arrangement with any other Club upon such terms and conditions as the Committee may think fit.
- 4.10.2 The members of any such other Club, while in Kuching shall be Reciprocal Members of the Club and shall be entitled to make use of the facilities of the Club upon the terms and conditions arranged between the Committee and such other Club.

4.11 GUESTS

- 4.11.1 Any Honorary Member, Individual Member (transferable), Individual Member (non-transferable), Corporate Member (transferable), Corporate Member (non-transferable) or Life Member may introduce any person as a guest to the Club who shall then be entitled to enjoy all the facilities of the Club; provided that any guest using the golf course or such other facilities shall pay such fees as may be prescribed from time to time by the Committee and that no guest shall be allowed to use the golf course or such other facilities of the Club on such days as the Committee may prescribe.
- 4.11.2 Such member introducing a guest shall write the name of the guest, his own name and period for which the guest is introduced in a book kept for that purpose at the Club and shall be responsible for any charges and /or expenditure and/or fees which shall be treated as debt to the Club incurred by such guest. It is the duty of such member to acquaint his guest as to whether there are any restrictions against the use of the golf course and other facilities by guests.
- 4.11.3 The Committee may at any time in its absolute discretion and without cause, assign or withdraw the privileges of the Club from any guest.
- 4.11.4 No person who has been expelled from the Club under Article 11.2 or who has been excluded from admission under Article 4.5.5 or from whom the privileges of the Club have been withdrawn under Article 11.2.4(d) and 11.3 may be introduced as a guest into the Club.

4.12 TRANSFER

- 4.12.1 Save as otherwise provided under this Article, no member may transfer his membership to another person.
- 4.12.2 In this Article or where appropriate in the Constitution:-
“Transfer” shall mean the assignment of all incidents of membership to which an Individual Member (transferable) and Corporate Member (transferable) is subject to.
- 4.12.3 An Individual Member (transferable) may transfer his membership to any person who is not a member of the Club who shall be first approved by the Committee.

- 4.12.4 A Corporate Member (transferable) may transfer its membership to another who is not a member of the Club who shall be first approved by the Committee.
- 4.12.5 The application for the transfer of membership shall be made by submitting to the Committee the Prescribed Form obtainable from the Club.
- 4.12.6 Upon the approval of the transfer by the Committee, an administrative fee in the sum equivalent to 20% of the value of the Membership shall be payable to the Club.
- 4.12.7 Upon the death of any Individual Member (transferable), all incidents of and/or matters related to membership shall form part of the estate of the deceased member and the administrator of the estate may subject to the approval of the Committee transfer the membership to any person. If the transfer is to the deceased's immediate family members, no administrative fee shall be payable, and if the transfer is to any other person other than the deceased's immediate family members, a sum of equivalent to 20% of the value of the membership shall be payable to the Club.
- “Immediate family members” shall mean the deceased's spouse, the deceased's children, the deceased's parents and the deceased's siblings. In the event the deceased does not have any children, parents or siblings, immediate family members shall mean the deceased's nearest next-of-kin.
- 4.12.8 The Committee shall have the absolute discretion to waive any administrative fee payable for the transfer of the membership of any members to their immediate family members only under special circumstances where members suffered chronic or severe illnesses/diseases which caused them to be incapacitated or suffered disabilities and does not permit/allow them to utilize the facilities or participate in any social and sporting activities as a member of the Club.

ARTICLE 5. PATRON

- 5.1 The Premier of Sarawak shall be the one and only Patron of the Club.

ARTICLE 6. DUTIES OF PATRON

- 6.1 The Patron may contribute to the Club in any manner to ensure good governance, good will, physical and social well-being of the Club are maintained.

ARTICLE 7. COMMITTEE

7.1. MANAGEMENT

7.1.1 The Club shall be managed by a Committee (in these Articles referred to as “the Committee”) consisting of the following members:-

- (a) A President, who shall be the State Secretary of Sarawak.
- (b) A Deputy President, who shall be elected in a General Meeting.
- (c) A Secretary, who shall be elected in a General Meeting.
- (d) A Treasurer, who shall be elected in a General Meeting.
- (e) A Captain, who shall be elected in a General Meeting.
- (f) Nine (9) Individual Members (transferable), who shall be elected in a General Meeting.

7.2. DUTIES OF THE COMMITTEE

7.2.1 THE PRESIDENT

- i) The President shall preside at all the General Meetings and all meetings of the Committee and shall be responsible for the proper conduct of all such meetings. He shall have the casting vote and sign the minutes of each meeting at the time they are confirmed.
- ii) The President shall delegate his powers to the Deputy President during his absence.

7.2.2 THE DEPUTY PRESIDENT

The Deputy President shall act for the President in his absence.

7.2.3 THE SECRETARY

- (i) The Secretary shall conduct the business of the Club with these articles, and shall carry out the instructions of the Committee. He shall be responsible for conducting all correspondence and keeping all books, documents and papers except the accounts and financial records. He shall attend all meetings, and record the proceedings.

- (ii) All complaints from members including staff and/or operation related matters shall be made to the Secretary. In no instance shall a servant and/or staff of the Club be reprimanded directly by a member, other than by a member of the Committee.

7.2.4 THE CAPTAIN

The Captain shall be in charge of organizing events and making the arrangement of all sports, social and recreational activities of the Club.

7.2.5 THE TREASURER

The Treasurer shall keep the accounts of the Club and shall make up the Annual Statement of Account and Balance Sheet of the Club to the 30th day of JUNE each year, which shall after audit be printed and circulated amongst the members with the notice of the Annual General Meeting for confirmation of members.

7.3 POWERS OF THE COMMITTEE

- 7.3.1 The Committee in addition to the powers hereinafter specially conferred upon them, shall have the control of the Club, power to engage, control and dismissal of the Club servant and all such administrative powers as may be necessary for properly carrying out the objects of the Club in accordance with these Articles.
- 7.3.2 The Committee shall have full power to make, amend and repeal rules, regulations, by-laws and the prescription of Forms for the better carrying out of the provisions of the Constitution.
- 7.3.3 The Committee shall further have full power to decide all questions relating to the management of the Club and all questions arising out of or not covered by any rule or by-law and such decision shall be final.
- 7.3.4 The Committee shall appoint a Finance Sub-Committee, with the Treasurer as Chairman, consisting of not less than three (3) Individual Members (transferable) and the Chairman can co-opt for additional members, when and so necessary to advise and deal with all matters relating to the Club's finance.

- 7.3.5 The Committee shall establish a Disciplinary Sub-Committee, consisting of not less than three (3) and not more than five (5) Individual Members (transferable) where one of them shall be a Chairman as the Committee may decide, who are not elected as members of the Committee. The Disciplinary Sub-Committee shall have jurisdiction over matters related to wrongdoings and/or breach of the Articles of the Constitution committed by any Members of the Club, hear proceedings of the Members, carry out findings and provide recommendation to the Committee and/or any relevant matters related to the Club as per Article 11.2.4 of the Constitution.
- 7.3.6 The Committee shall establish a Tender & Procurement Sub-Committee, with the Treasurer as Chairman, consisting of three (3) and not more than five (5) Individual Members (transferable) as the Committee may decide, who are not elected as members of the Committee, which shall have jurisdiction over all matters relating to identify, analyse and participation and/or acceptance of tender and acquisition of products, assets and services beneficial or essential to the Club, subject to the approval by the Committee.
- 7.3.7 The Committee may appoint such Sub-Committee to be constituted as it may think fit and for such purposes as it may determine and may delegate to such Sub-Committee such part of its duties and powers as it may think fit. With the consent of the Committee any member thereof may appoint as many members of the Club as he thinks fit as a Sub-Committee to assist him. Each Committee Member who appoints such Sub-Committee shall be responsible and report to the Committee on the proceedings of his Sub-Committee.
- 7.3.8 The Committee may from time to time raise or borrow for the purpose of the Club such sums as it thinks proper and it may raise or secure the payment of such monies in such manner and upon such terms and conditions in all respects as it thinks fit.
- 7.3.9 Notwithstanding anything contrary contained in the Articles of the Club's Constitution, the Committee shall have the powers from time to time to impose on all of its members a levy for a specific purpose of such sum or sums of money as may be necessary to carry out the objects of the Club. The levy so imposed shall be deemed to be a subscription and for non-payment thereof Article 11.2.1 shall apply.

7.3.10 The Committee shall have the power to determine the meaning of “special circumstances” relating to transfer of membership as provided for under Article 4.12.8 and any such decision made by the Committee shall be deemed final.

7.4 COMMITTEE MEETINGS

7.4.1 The Committee shall meet at least once in every two (2) months and at least three (3) days notice of each meeting shall be given to the members. The President acting alone, or not less than three (3) of its members acting together may call for a meeting of the Committee to be held at any time.

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

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

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

7.4.5 In the event of death or resignation of a member of the Committee, the President and Committee shall have the power to co-opt any member who is eligible to hold office and to be endorsed in the next Annual General Meeting.

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

ARTICLE 8. NOMINATION OF MEMBERS TO THE COMMITTEE

8.1 Nominations for the election of the candidates for the position in Article 7.1.1(b) to (f) shall be submitted to the Club seven (7) clear days before the date of the General Meeting. Nomination shall be in the prescribed form obtainable from the Club. The proposer and seconder for the candidates shall be an Individual Member (transferable) who has been a member of the Club for not less than two (2) years, and written consent of the candidates must be given.

- 8.2 Where no nomination is received on its due date for the election of any of the new members of the Committee, the Committee may at the General Meeting after recommendation by the Election Board re-open the nomination for the election of any of such Committee, provided that no new nomination shall be accepted for the election of those Committee Members where nominations have been received before the General Meeting.
- 8.3 If more than one (1) nomination are received for the election of the candidates for the position in Article 7.1.1(b) to (f), an election by secret ballot shall be conducted and the candidate who receives the highest number of votes shall be declared the elected member of the Committee.

ARTICLE 9. ELECTION BOARD

- 9.1 For the proper supervision over the conduct of the elections of the candidates for the position in Article 7.1.1(b) to (f) above in the General Meeting, an Election Board shall be established at least fourteen (14) days prior to the date of the General Meeting. The Election Board shall ipso facto be dissolved one (1) month from the date of the General Meeting unless otherwise decided by the Committee prior to such date.
- 9.2 The Election Board shall consist of three (3) Individual Member (transferable), who shall be appointed by the Committee for the purpose stipulated in Article 9.1 above.
- 9.3 The meetings of the Election Board shall be chaired by the Returning Officer of the Election Board, who shall be appointed by the Committee among the members of the Election Board. The Returning Officer shall have the discretion to appoint any Individual Member (transferable) among the Individual Members (Transferable) of the Election Board to chair any meetings of the Election Board in his stead.
- 9.4 The role and function of the Election Board are:-
- (a) to ensure that all nominated candidates are qualified to stand for election in the General Meeting;
 - (b) to ensure that all nomination papers are received in the prescribed form as set by the Club;

- (c) to ensure the nomination until the election processes are in compliance with the provisions of the Club's Constitution, the By-Laws and any other rules/regulations set by the Club (if any);
 - (d) to fix and determine the rules, mode and manner of the elections and to provide the necessary procedures and/or processes and/or guidelines for the election; and
 - (e) to circulate all necessary and/or relevant information to the Members of the Club in respect of the election.
- 9.5 The Members of the Election Board shall not be a candidate in the election of position in Article 7.1.1(b) to (f) above in the General Meeting.
- 9.6 The Returning Officer shall announce the result and be responsible to sign off the election or voting results which shall be attested by all the members of the Election Board as witnesses.
- 9.7 In the event the Returning Officer is absent on the day of the election, any one of the member of the Election Board shall elect amongst themselves to be the Returning Officer which shall assume the roles and functions of the Returning Officer as provided in Article 9.4 above.
- 9.8 If all of the members of the Election Board are absent which includes the Returning Officer, any member of the floor may be appointed as the Returning Officer which shall assume the roles and functions of the Returning Officer as provided in Article 9.4 above subject to majority approval of the members present.

ARTICLE 10. GENERAL MEETING

10.1 ANNUAL GENERAL MEETING

- 10.1.1 The Annual General Meeting of the Club shall be held each year not later than 31st December at such time and place as the Committee shall determine for the following purposes:-
- (a) To receive the Annual Report and the Accounts for the preceding financial year for confirmation.
 - (b) To elect the Deputy President, the Secretary, the Treasurer, the Captain and nine (9) Committee Members who shall be elected biennially.

- (c) To appoint Auditors for the period of two (2) years.
- (d) To transact any other business of which due notice has been given.

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

10.2 EXTRAORDINARY GENERAL MEETING

10.2.1 An Extraordinary General Meeting shall be convened: -

- (a) whenever the Committee deems it desirable; or
- (b) requisition signed by not less than fifty (50) voting members of the Club who shall state thereon the matters and purpose for which they desire the meeting to be called provided that the Committee is satisfied the matters raised are of urgent importance.

10.2.2 The Secretary shall convene the Extraordinary General Meeting within twenty one (21) days from the date of such requisition.

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

10.3 QUORUM AND POSTPONEMENT OF GENERAL MEETINGS

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

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

10.3.3 Where no quorum is present at the adjourned date,

- (a) the General Meeting shall proceed to business provided that such meeting shall not amend the provisions of this Constitution or the By-Laws or any rules or make decisions affecting the whole membership;
- (b) the adjourned Extraordinary General Meeting requisitioned by members shall be cancelled and no Extraordinary General Meeting shall be requisitioned for the same purpose until after a lapse of six (6) months from the date thereof.

ARTICLE 11. RESIGNATION AND TERMINATION OF MEMBERS

11.1 RESIGNATION

A member may at any time by giving notice in writing to the Secretary resign his membership of the Club. Any such resignation shall not be deemed to absolve his liability from monies due which include but not limited to monthly subscription fee or all other fees payable by the said Member and in due as at the date of his resignation. Any such member having discharged all his liabilities to the Club and wishing to rejoin may be proposed and balloted for in the manner and in accordance with Article 4.5.2 and the following, and the Committee may, at their discretion exempt him from the payment of any Entrance Fee.

11.2 EXPULSION, SUSPENSION AND CESSATION OF MEMBERSHIP

11.2.1 Any member whose subscription remains unpaid for three (3) consecutive months, shall cease to be a member of the Club and his name shall be struck off from the membership register of the Club, without prejudice to the right of the Club to recover all monies due which include but not limited to monthly subscription fee or all other fees payable by the said Member and in due by him to the Club, costs and expenses in instituting legal proceedings against him thereof.

11.2.2 Notwithstanding Article 11.2.1 above, any ceased Member may be reinstated by the Committee upon him applying and furnishing a satisfactory explanation to the Committee and acceptable to the Committee. Such application for reinstatement of membership by the ceased member shall be subjected to the followings:-

- (a) repayment of all monies due for expenses incurred in the Club and its facilities and surcharge; and
 - (b) repayment of all monies due for subscriptions which is inclusive of surcharge for the twenty-four (24) months period prior to reinstatement or payment of a lump sum of RM5,000.00, whichever is lower and the Committee shall at its sole discretion provide the mode and/or manner of the reinstatement.
- 11.2.3 If the member ceased to be a member for a period of twenty-four (24) consecutive months, the ceased member shall not be allowed to apply for reinstatement. However, the ceased member may make a new application to the Committee as provided for under Article 4.1 above.
- 11.2.4 Complaints Lodged Against Member(s) for serious misconduct at the Club or acted in a manner which bring serious disrepute to the Club which exclude prohibitions and penalties as provided under the Club's By-Laws shall observe the following process:-
- (a) Any complaint(s) lodged against any Member(s) for allegedly breaching any Articles of the Constitution or a serious misconduct at the Club or acted in a manner, which bring serious disrepute to the Club, shall be referred to the Secretary of the Club and the Secretary shall forward the same to the Disciplinary Sub-Committee.
 - (b) If any member in the opinion of the Disciplinary Sub-Committee acts in any way prejudicial to the interest of the Club or its members or shall break or breach any Articles of the Constitution or By-laws of the Club or committed serious misconduct at the Club or acted in a manner which bring serious disrepute to the Club, the Disciplinary Sub-Committee shall consider or cause to be done necessary action which shall not be limited to interviewing relevant person/member(s)/staff(s), carrying out investigation on all relevant facts relating to such complaint(s) or incident in any manner which the Disciplinary Sub-Committee deems necessary at a meeting of the Disciplinary Sub-Committee.

- (c) If at such meeting it is considered that there is sufficient evidence to justify calling him, a notice in writing which shall include any charge(s) made against such member for allegedly breaching any Articles of the Constitution or By-law of the Club shall be given to such member calling him to attend the meeting for the purpose of answering such charges. Such notice shall not be less than seven (7) days.
- (d) At such meeting the member concerned shall be informed of the charge(s) made against him and shall after hearing such member, the Disciplinary Sub-Committee deem the answer/representation/response unsatisfactory, shall make recommendation to the Committee whether to expel him or impose any other lesser penalty, if the Disciplinary Sub-Committee found that the member is indeed found to have breached any Articles of the Constitution or By-law of the Club. The Committee reserves its right to investigate further on the recommendation by the Disciplinary Sub-Committee.
- (e) If such a member refuses to attend the meeting in answer to the notice calling upon him to do so, the Committee may nevertheless proceed with the enquiry and decide in his absence.
- (f) In the event of him being expelled, he shall automatically cease to be a member of the Club. The member shall be informed of the decision of the Committee.
- (g) The course of the conduct in investigating and interviewing relevant person involved in relation to the complaint(s) made against any Member(s) shall not be used against or to prejudice the rights of any of the members of the Disciplinary Sub-Committee.

11.2.5 Any decision to expel a member shall be decided by the votes of the majority of members of the Committee present and voted. If the number of votes are equal, then the Chairman of the Committee shall have a casting vote.

11.2.6 Any member who is not satisfied with the penalties imposed by the Club under the prohibition and offences provided for under the By-Laws of the Club may appeal to the Disciplinary Sub-Committee and the Disciplinary Sub-Committee may deliberate further and provide its recommendation to the Committee. Thereafter, the Committee will decide upon such appeal brought forward by the said member and shall notify the said member of the decision in due course.

11.2.7 A person expelled under this Article 11.2 shall not thereafter be eligible as a candidate for membership of the Club.

11.3 CESSATION OF RIGHTS AND PRIVILEGES ON BANKRUPTCY ORDER

11.3.1 Any member who becomes a bankrupt pursuant to a Bankruptcy Order shall not be entitled to hold any position in the Club and to any of the rights and privileges to use and enjoy the facilities of the Club.

ARTICLE 12. ENTRANCE FEES AND MONTHLY SUBSCRIPTIONS

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

	Membership	Entrance Fee	Monthly Subscription
(i)	Honorary Member	N/A	N/A
(ii)	Life Member	N/A	N/A
(iii)	Individual Member (transferable)	RM25,000/-	RM120/-
(iv)	Individual Member (non-transferable)	N/A	RM120/-
(v)	Corporate Member (transferable)	RM40,000/-	RM120/- per nominee
(vi)	Corporate Member (non-transferable)	N/A	RM120/- per nominee
(vii)	Family Member	N/A	RM13/-

- | | | |
|----------------------|---|--------|
| (viii) Junior Member | RM100/- | RM23/- |
| (ix) Term Member | (Entrance fee and monthly subscription fee shall be determined by the Committee from time to time). | |

12.2 Monthly subscriptions shall be chargeable from a date to be fixed by the Committee and shall thereafter be payable in advance on the 1st day of each month.

12.3 The Committee may from time to time increase the entrance fee imposed under this Article.

Note: All fees are subjected to any taxes as may be imposed by the government from time to time.

ARTICLE 13. FINANCIAL PROVISION

13.1 MEMBERS ACCOUNTS

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

13.1.2 The account of members shall be rendered at the end of every month and shall become due and payable whether presented or not on the first day of the ensuing month; provided always that the Committee may at any time by notice in writing require any member to pay his account forthwith, and upon the issue of such notice, such account shall become due and payable; provided further that general notice may be given by posting prominently in the Club or otherwise as the Committee may decide to the intent that all or any individual member shall not exceed a stated debit or shall otherwise maintain their account as the Committee shall decide; and provided further that the Committee may by notification in writing require any member irrespective of category of membership to maintain his account in credit; and provided lastly that nothing contained in this rule shall prevent the Committee from introducing systems of payment by cash or coupons or by such other system of payment as from time to time deems fit.

- 13.1.3 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 Article 11.2 to expel such member from the Club.
- 13.1.4 If any member shall fail to pay any monies exceeding one (1) month's subscription and mandatory fees due by him to the Club for a period of one (1) calendar month after the same shall have become due or if, having been notified under paragraph (b) of this Article he shall fail for a period of twenty-one (21) days to pay the same, the Committee may cause the name of such member to be posted as a defaulter in a conspicuous place or places in the Club.
- 13.1.5 No member posted as a defaulter shall until payment of all monies due by him to the Club be allowed any of the privileges of the Club and unless such payment be made within twenty-eight (28) days after the date of such posting such member shall ipso facto cease to be a member of the Club.
- 13.1.6 Member's accounts outstanding for a period of thirty (30) days after the date of issue of such account shall be liable to a surcharge of 10% and thereafter at the rate of 10% for every thirty (30) days or part thereof on the total amount if it continues to remain unpaid.
- 13.1.7 No member who defaulted for a total of three (3) occasions shall be reinstated. However he may apply to join the Club anew.

13.2 CLUB FUND

- 13.2.1 All cheques drawn or withdrawal notices on the Club's account shall be signed by the President, Deputy President, or Secretary in addition to the Treasurer. The Treasurer shall at no time hold more than one thousand ringgit (RM1,000) as cash in hand at any one time. All monies in excess of this sum shall be deposited in a bank approved by the Committee.

13.2.2 Any expenditure shall be subjected to the following approvals:-

- (a) expenditure not exceeding ten thousand ringgit (RM10,000.00) shall be approved by the Treasurer in addition to either the President, Deputy President or the Secretary;
- (b) expenditure exceeding ten thousand ringgit (RM10,000.00) but not exceeding one hundred thousand ringgit (RM100,000.00) shall be approved by the Committee; and
- (c) expenditure either in a single transaction or in bulk (comprising multiple transactions) for one particular item or acquisition of any items which would cause the aggregate amount of the total acquisition and/or expenditure made in excess of one hundred thousand ringgit (RM100,000.00) in each financial year shall be approved in the General Meeting. The definition of “any expenditure” under this provision shall not include daily expenses, administrative and operational costs (i.e., Employees Provident Fund Contribution Salaries, wages and allowances)

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

13.2.4 As soon as possible after the end of each financial year, a statement of income and expenditure and a balance sheet for the year shall be prepared and audited by the Auditor/Auditors appointed under Article 15. The audited accounts shall be submitted for the approval of the next Annual General Meeting, and copies shall be made available at the registered office/address of the Club for the perusal of members.

13.2.5 The financial year of the Club shall commence on 1st July annually.

13.3 CLUB PROPERTY

- 13.3.1 No member shall take away or permit to be taken away from the Clubhouse, under any pretense whatsoever, or shall damage or destroy any property of the Club.

ARTICLE 14. DEALINGS WITH LAND OF THE CLUB

- 14.1 Any dealings with regards to land under the name of the Club shall be subjected to the title conditions of the said land.

ARTICLE 15. AUDITORS

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

ARTICLE 16. PROPERTY ADMINISTRATOR / TRUSTEES

- 16.1 APPOINTMENT OF OFFICERS UNDER SECTION 9 (b) SOCIETIES ACT, 1966
- 16.1.1 The President, the Deputy President and the Secretary of the Club shall be the officers for the purpose of Section 9 (b) of the Societies Act, 1966.
- 16.1.2 They shall hold office until their term expires at the next Annual General Meeting.
- 16.1.3 The officers appointed under this Article shall deal with the immovable property of the Club in such manner as the General Meeting may direct provided that all immovable properties shall be registered in the name of the Club.
- 16.1.4 The officers shall not sell, withdraw, transfer, mortgage or charge any of the property of the Club without the consent of a General Meeting.
- 16.1.5 In the event of any vacancy, the vacancy shall be filled by the new officers appointed/elected under Articles 7.2 and 7.4.5.

16.2 APPOINTMENT OF OFFICER UNDER SECTION 9 (c)
SOCIETIES ACT, 1966

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

16.2.2 He shall hold office until his term expires at the next Annual General Meeting.

ARTICLE 17. INTERPRETATION OF ARTICLE

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

ARTICLE 18. PROHIBITION

18.1 SPECIAL PROVISIONS

18.1.1 All members of the Committee and every officer performing executive functions in the Club shall be Malaysian citizens.

However, non-Malaysian may be allowed to hold office with the prior approval of the Registrar of Societies.

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

18.1.3 No benefits as defined under Section 2 of the Societies Act, 1966 shall be given by the Club to any of its members.

ARTICLE 19. INTERNAL DISPUTES

19.1 All disputes among any Members in the Club shall be resolved internally in accordance with Article 11.2.4 of the Constitution.

19.2 No member shall initiate any legal action or proceedings or process in any Court of law or governing authority other than under these Articles unless they have complied with and exhausted all remedies/ avenues under Article 11.2.4 of the Constitution.

19.3 The Committee and all members of the Club shall comply with the provisions of the Constitution, the By-Laws, any rules or regulations of the Club at all times.

ARTICLE 20. AMENDMENT OF CONSTITUTION

- 20.1 These Articles may not be amended except by resolution of a General Meeting. Such amendments shall take effect from the date of their approval by the Registrar of Societies.
- 20.2 Any voting member may propose any amendment to the Constitution to the Secretary in writing twelve (12) days before the date of the Annual General Meeting and the Secretary shall then forward the same to the Annual General Meeting for consideration.

ARTICLE 21. DISSOLUTION

- 21.1 The Club may be voluntarily dissolved by a resolution of not less than three-fifths (3/5) of the total voting membership at a General Meeting convened for the purpose and with the consent of the Sarawak Government.
- 21.2 In the event of the Club being dissolved as provided above, all debts and liabilities legally incurred on behalf of the Club shall be fully discharged and the remaining fund shall be disposed off in such manner as the General Meeting of voting members may decide and with the consent of the Sarawak State Government.
- 21.3 Notice of dissolution shall be given within fourteen (14) days of the dissolution to the Registrar of Societies.

ARTICLE 22. FLAG, LOGO AND BADGE

- 22.1 Flag



Description

The logo on the flag of the Club shall be a circle enclosed by two padi stalks in gold colour with a white ribbon bearing the name of the Club in Bahasa Malaysia adorning the base. The circle is intersected by two upright golf clubs into sections which show a golfer at play with golf ball, a swimmer, a tennis racquet and a tennis ball, and a shuttlecock to depict the sporting activities of the Club.

22.2 Logo



(a) Description

The logo of the Club shall be a circle enclosed by two padi stalks in gold colour with a white ribbon bearing the name of the Club in Bahasa Malaysia adorning the base. The circle is intersected by two upright golf clubs into sections which show a golfer at play with golf ball, a swimmer, a tennis racquet and a tennis ball, and a shuttlecock to depict the sporting activities of the Club.

(b) Meaning

The enclosing circle of padi stalks in gold symbolises the exclusiveness of the Club and the excellence of its sports and recreational activities. The green colour signifies the spirit of sportsmanship and the blue, goodwill and fellowship among Club members. The white of the ribbon symbolises purity and cleanliness signifying the Club's objective of creating a clean and healthy environment for living and improving the quality of life of its members.

22.3 Badge



Description

The logo on the badge of the Club shall be a circle enclosed by two padi stalks in gold colour with a white ribbon bearing the name

of the Club in Bahasa Malaysia adorning the base. The circle is intersected by two upright golf clubs into sections which show a golfer at play with golf ball, a swimmer, a tennis racquet and a tennis ball, and a shuttlecock to depict the sporting activities of the Club.

ARTICLE 23. CLUB PREMISES

- 23.1 The Committee may at any time by notice reserve the whole or any part of the Club building, premises or course for any purpose whatsoever for such period or periods and subject to such provisions and limitation as to entry thereon whether upon terms of payment or otherwise as the Committee may think fit.
- 23.2 The Committee may at any time allow any part of the Club building to be used for a function by any member subject to such conditions as the Committee may prescribe.

ARTICLE 24. SPORTS SHOP AND CATERING SERVICES

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

