



SINGAPORE

RULES

Incorporating amendments proposed at the EGM on 11th April 2016

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1. **NAME**

The name of the Club is the “Swiss Club, Singapore”.

2. **PLACE OF BUSINESS**

The Club’s registered place of business shall be at 36 Swiss Club Road, Singapore 288139, or such other address as may subsequently be decided upon by the Committee and approved by the Registrar of Societies.

3. **OBJECTIVES**

a) The Club was founded and financed by Swiss pioneers in 1871 and its overall objective is to protect the Swiss heritage and assets. While citizens of all other nations are welcome to join the Club and enjoy its facilities, the safeguarding of the Club’s history, Swiss heritage and the Club’s existence in its present form is the reason why only Swiss nationals are granted voting rights.

b) Further objectives of the Club are:

- i. To cultivate social life and promote a spirit of community among Swiss nationals in Singapore and to deepen mutual understanding and friendship among Members and people of other nationalities and cultures.
- ii. To give Members an opportunity to take part in various sports and social activities.
- iii. To provide and maintain a clubhouse together with its associated amenities and to develop the property of the Club.
- iv. To promote or to assist in promoting the education of Swiss children at the Swiss School in Singapore.
- v. To undertake any activities as are conducive to the attainment of the above objectives.

4. **INTERPRETATION (DEFINITIONS)**

a) In these Rules and all By-Laws made hereunder, unless the context otherwise requires:

- i. “**Absent Members**” means such members, as described in Rule 16 herein.
- ii. “**Associate Members**” means such members, as described in Rule 11 herein.
- iii. “**Associate Transferable Members**” means such members, as described in Rule 10 herein.
- iv. “**By-Laws**” means all by-laws made by the Committee pursuant to these Rules.
- v. “**CDSC**” means the complaints and disciplinary sub-committee formed by the Committee pursuant to Rule 24(a).
- vi. “**Club**” means the Swiss Club in Singapore.
- vii. “**Club Manager**” means the person appointed to manage the affairs of the Club pursuant to Rule 31(b) (iii).
- viii. “**Committee**” means the committee described in Rule 28 and elected pursuant to Rule 29 herein below.
- ix. “**Corporate Members**” means such members, as described in Rule 8 herein.
- x. “**Corporation**” means any corporation formed or incorporated in Singapore as well as foreign companies registered in Singapore.
- xi. “**Deposit**” means the deposit as described in Rule 41 herein.
- xii. “**Diplomatic Members**” means such members, as described in Rule 12 herein.
- xiii. “**Dependents**” means such persons as described in Rule 18(a) herein.
- xiv. “**Entry Fees**” means such fees as described in Rule 40(a) herein.
- xv. “**General Meeting**” means the annual general meeting and/or any extraordinary general meeting held by the Club pursuant to Rules 35 and 36, as the context may require.
- xvi. “**Honorary Members**” means such members, as described in Rule 9 herein.

- xvii. “**Members**” means all types of members of the Club, as set out in Rule 6 herein. Insofar as the context of the relevant Rule may require, “Members” shall include nominees of Corporate Members.
- xviii. “**Membership**” means being a member of the Club
- xix. “**Membership Fees**” means such monthly Membership fees, which the Members may be required to pay for their Membership in the Club, as provided for in Rule 39(b) herein.
- xx. “**Ordinary Transferable Members**” means such members, as described in Rule 10 herein.
- xxi. “**Ordinary Members**” means such members, as described in Rule 7 herein.
- xxii. “**Permanent Members**” means all Members other than Term Members, Diplomatic Members, Visiting Members, Summer Members and Absent Members.
- xxiii. “**Rules**” means these Club Rules.
- xxiv. “**Secretary**” means the Committee member appointed as secretary in accordance with Rule 28 b) herein.
- xxv. “**Singapore**” means the Republic of Singapore.
- xxvi. “**Spouse**” means the legal spouse or a common-law spouse of a Member and the word “Espouse” shall have the corresponding meaning.
- xxvii. “**Summer Members**” means such Members, as described in Rule 15 herein.
- xxviii. “**Term Members**” means such Members, as described in Rule 13 herein.
- xxix. “**Trustee**” means such a corporate trust company or individuals, as elected by the Committee, pursuant to Rule 34 herein.
- xxx. “**Visiting Members**” means such Members, as described in Rule 14 herein.

- xxxi. “**Visiting Member resident in Singapore**” means such Members, as described in Rule 14(a) herein.
 - xxxii. “**Visiting Members Residing at the Club**” means such Members, as described in Rule 14(b) herein.
 - xxxiii. “**Voting Members**” means Ordinary Members, Ordinary Transferable Members, Swiss nominees of Corporate Members and Swiss Honorary Members who are residing in Singapore.
- b) The singular includes the plural and vice versa and the masculine includes the feminine.
 - c) References to these Rules and the By-Laws shall include a reference to these Rules and the By-Laws, as they may be amended from time to time.
 - d) The headings of the Rules are inserted for convenience only and shall not be considered when interpreting the meaning of any provision hereof.

5. **INTERPRETATION OF RULES AND BY-LAWS**

If any difference or dispute arises as to the interpretation of these Rules or any By-Laws made hereunder, the same shall be referred to the Committee, whose decision shall be final and binding on all Members, unless otherwise decided by the Voting Members at a General Meeting .

PART I: CATEGORIES OF MEMBERSHIP

6. **CATEGORIES OF MEMBERS**

- a) The Club shall consist of Members of the following Membership categories:
 - i. Ordinary Members
 - ii. Corporate Members
 - iii. Honorary Members
 - iv. Ordinary Transferable Members
 - v. Associate Transferable Members
 - vi. Associate Members
 - vii. Diplomatic Members

- viii. Term Members
 - ix. Visiting Members
 - x. Summer Members
 - xi. Absent Members
- b) It is the general intent that at least 20% of the Club's Permanent Members should consist of Ordinary Members and Ordinary Transferable Members at all times, and in case the number of such Members falls below 20% at any time, no other Permanent Members shall be admitted until such time that the aforesaid ratio is once again achieved.

7. **ORDINARY MEMBERS**

- a) Eligibility: Any Swiss national who has attained the age of 21 years and is resident in Singapore is eligible for Ordinary Membership.
- b) Application: Persons eligible to be Ordinary Members shall apply for Membership pursuant to Rule 21 herein.
- c) Fees: Each Ordinary Member is obliged to pay a Deposit, Entry Fees and Membership Fees.
- d) Expenses within the Club: Each Ordinary Member shall be entitled to incur expenses for specific Club facilities and for food and beverage on a credit basis. An invoice for such expenses incurred shall be sent to the Member at the beginning of the following calendar month, payable within 30 days.
- e) Membership Card: Each Ordinary Member shall be issued with a Membership card which needs to be presented upon request.
- f) Voting Rights: Each Ordinary Member shall have one vote at each General Meeting.
- g) Transferability: Ordinary Membership is not transferable.
- h) Absent Membership: An Ordinary Member may apply to become an Absent Member pursuant to Rule 16 herein.
- i) Spouses: Spouses of Ordinary Members have to be Members in the Club, while residing in Singapore.

8. **CORPORATE MEMBERS**

- a) Eligibility: Any Corporation is eligible to apply for Corporate Membership.
- b) Application: Corporations eligible to be a Corporate Member shall apply for Membership pursuant to Rule 21 herein.
- c) Nominees: Corporate Members shall be entitled to nominate one or more (subject to their entitlement, as may be determined by the Committee from time to time) individuals to enjoy the facilities of the Club and to exercise the rights available to Club Members, including but not limited to voting rights. All such nominees shall be at least 21 years of age and be employed by the Corporate Member and must be elected by the Committee in accordance with Rule 21 below. All nominees shall be bound to adhere to these Rules and Club-By Laws.
- d) Fees: Each nominee of Corporate Members shall be subject to Entry Fees and Membership Fees. Corporate Members shall be liable for the payment of all Entry Fees, Membership Fees, and all other amounts due on the account of its nominee(s).
- e) Expenses within the Club: The nominee of each Corporate Member shall be entitled to incur expenses for specific Club facilities and for food and beverage on a credit basis. An invoice for such expenses incurred shall be sent to the Corporate Member at the beginning of the following calendar month, payable within 30 days.
- f) Membership Card: Each nominee of a Corporate Member shall be issued with a Membership card which needs to be presented upon request.
- g) Voting Rights: Nominees who are Swiss nationals, shall be entitled to have one vote at each General meeting, except that no nominee of a Corporate Member shall have the right to vote on (i) any alteration/deletion of Rules 38 and 52 and (ii) matters set out in Rule 52 herein. Nominees, who are not Swiss nationals, shall not have any voting rights.
- h) Transferability: Corporate Membership is not transferable and Entry and Membership Fees paid for such Membership are not refundable.
- i) Change in Nominee: Each Corporate Member shall be entitled to revoke its nomination of any individual at its own discretion. In the event of such revocation, the Corporate Member shall be obliged to notify the Committee in writing anytime within one week. The Corporate Member shall thereafter be entitled to nominate in writing another individual to fill such vacancy within two months of the revocation. For each replacement of a nominee, the Corporate

Member shall, upon election of the new nominee by the Committee in accordance with Rule 21 below, pay a nominee transfer fee, which shall be determined from time to time by the Committee. Any failure to make a nomination within the above-mentioned period shall commit the Corporate Member liable to make payment of the Membership Fees as if such nomination had been made and accepted by the Committee within the prescribed period.

- j) Absent Membership: Neither a Corporate Member nor its nominee shall be entitled to apply to become an Absent Member.
- k) Spouses: All Spouses of nominees of Corporate Members shall be Members of the Club, while residing in Singapore.

9. HONORARY MEMBERS

- a) Eligibility: Any Member, who has rendered valuable services to the Club, shall be eligible to become an Honorary Member.
- b) Application: Honorary Members shall be elected by Voting Members at any General Meeting. Candidates for Honorary Membership may be proposed by the Committee. There is no special application process for this type of Membership.
- c) Fees : Honorary Members shall no longer pay Membership Fees.
- d) Expenses within the Club: Each Honorary Member shall be entitled to incur expenses for specific Club facilities and for food and beverage on a credit basis. An invoice for such expenses incurred shall be sent to the Member at the beginning of the following month and be payable within 30 days.
- e) Membership Card: Each Honorary Member shall be issued with a Membership card which needs to be presented upon request.
- f) Voting Rights: Honorary Members shall have the same voting rights as they had in their former Membership category.
- g) Transferability: Honorary Membership is not transferable.
- h) Absent Membership: A Honorary Member does not need to apply for Absent Membership. He will always be a Honorary Member.
- i) Spouses: Spouses of Honorary Members shall be Members of the Club, while residing in Singapore.

10. **ORDINARY AND ASSOCIATE TRANSFERABLE MEMBERS**

- a) Eligibility: Any person who has attained the age of 21 years and is resident in Singapore is eligible to apply to be elected as transferable member of the Club. Swiss nationals are eligible for Ordinary Transferable Membership, and non-Swiss nationals for Associate Transferable Membership.
- b) Application: Persons eligible to be Ordinary Transferable Members and Associate Transferable Members shall apply for Membership pursuant to Rule 21 herein.
- c) Fees: Each Ordinary Transferable Member and Associate Transferable Member shall be obliged to make payment of Deposit, Entry Fees and Membership Fees.
- d) Expenses within the Club: Each Ordinary Transferable Member and Associate Transferable Member shall be entitled to incur expenses for specific Club facilities and for food and beverage on a credit basis. An invoice for such expenses incurred shall be sent to the Member at the beginning of the following month and be payable within 30 days.
- e) Membership Card: Each Ordinary Transferable Member and Associate Transferable Member shall be issued with a Membership card which needs to be presented upon request.
- f) Voting Rights: Each Ordinary Transferable Member shall be entitled to have one vote at each General meeting, except that no Ordinary Transferable Member shall have the right to vote on (i) any alteration/deletion of Rules 38 and 52 and (ii) the matters set out in Rule 52 herein.
- g) Transferability: An Ordinary Transferable Member shall have the right to transfer his Membership to any other Swiss person, and an Associate Transferable Member his Membership to any other non-Swiss person, subject to the election of such new member by the Committee in accordance with Rule 21 below and payment of such transfer fees as determined by the Committee.
- h) Absent Membership: In case that Ordinary and Associate Transferable Members give up residency in Singapore they may within 6 months from giving up such residency in Singapore choose to change their Membership to Absent Membership instead of transferring their Membership as aforesaid under clause 10 g). For the avoidance of doubt: if the Member becomes an Absent Member and later transfers his Membership, the Absent Membership automatically expires.
- i) Spouses: Spouses of Ordinary Transferable Members and Associate

Transferable Members shall be Members of the Club, while residing in Singapore.

11. **ASSOCIATE MEMBERS**

- a) Eligibility: Any non-Swiss national, who has attained the age of 21 years and is resident in Singapore is eligible to apply to be admitted as an Associate Member of the Club.
- b) Application: Persons eligible to be Associate Members shall apply for Membership pursuant to Rule 21 herein.
- c) Fees: Each Associate Member shall be obliged to make payment of Deposit, Entry Fees and Membership Fees.
- d) Expenses within the Club: Each Associate Member shall be entitled to incur expenses for specific Club facilities and for food and beverage on a credit basis. An invoice for such expenses incurred shall be sent to the Member at the beginning of the following month and be payable within 30 days.
- e) Membership Card: Each Associate Member shall be issued with a Membership card which needs to be presented upon request.
- f) Voting Rights: Associate Members shall not have any voting rights.
- g) Transferability: Associate Membership is not transferable.
- h) Absent Membership: An Associate Member may apply to become an Absent Member pursuant to Rule 16 herein.
- i) Spouses: Spouses of Associate Members shall be Members of the Club, while residing in Singapore.

12. **DIPLOMATIC MEMBERS**

- a) Eligibility: Heads of diplomatic missions based in Singapore are eligible to become Diplomatic Members of the Club for the duration of their appointment in Singapore.
- b) Admission: Diplomatic Members may be admitted by the Committee at its sole discretion. There is no special application process for this type of Membership.

- c) Fees: Diplomatic Members shall be obliged to make payment of any Deposit, or Membership Fees for their Membership, but no Entry Fee.
- d) Expenses within the Club: Each Diplomatic Member shall be entitled to incur expenses for specific Club facilities and for food and beverage on a credit basis. An invoice for such expenses incurred shall be sent to the Member at the beginning of the following month and be payable within 30 days.
- e) Membership Card: Each Diplomatic Member shall be issued with a Membership card.
- f) Voting Rights: Diplomatic Members shall not have any voting rights.
- g) Transferability: Diplomatic Membership is not transferable.
- h) Absent Membership: A Diplomatic Member shall not be entitled to apply to become an Absent Member.
- i) Spouses: Spouses of Diplomatic Members shall automatically become Diplomatic Members, while residing in Singapore.

13. **TERM MEMBERS**

- a) Duration: A Term Membership is a Membership for a fixed period of one year. The Committee may however extend the duration of membership of any Term Member upon request in writing by such Term Member subject to payment of such fee and on such other terms and for such period as the Committee may determine. Upon having been a Term Member for 3 consecutive years and on application by the Term Member the Term Membership shall be upgraded to Ordinary or Associate Membership as the case may be.
- b) Eligibility: Any person who has attained the age of 21 years and is resident in Singapore is eligible to apply to be admitted as a Term Member of the Club.
- c) Application: Persons eligible to be Term Members shall apply for Membership pursuant to Rule 21 herein.
- d) Fees: Each Term Member shall be obliged to make payment of Deposit, Entry Fees and Membership Fees.
- e) Expenses within the Club: Each Term Member shall be entitled to incur expenses for specific Club facilities and for food and beverage on a credit basis.

An invoice for such expenses incurred shall be sent to the Member at the beginning of the following month and be payable within 30 days.

- f) Membership Card: Each Term Member shall be issued with a Membership card which needs to be presented upon request.
- g) Voting Rights: Term Members shall not have any voting rights.
- h) Transferability: Term Membership is not transferable.
- i) Absent Membership: A Term Member is not eligible for Absent Membership.
- j) Spouses: Spouses of Term Members shall be Members of the Club, while residing in Singapore.

14. **VISITING MEMBERS**

- a) Visiting Member resident in Singapore
 - i. Duration: A Visiting Member resident in Singapore Membership is a Membership on a monthly basis not exceeding a period of 6 consecutive months. A Visiting Member resident in Singapore may not re-apply for Visiting Membership for a period of 12 months from the date on which the previous Membership terminated.
 - ii. Eligibility: Any person who has attained the age of 21 years and whose stay in Singapore does not exceed 6 consecutive months may apply to be admitted as a Visiting Member resident in Singapore.
 - iii. Admission: Persons eligible to be a Visiting Member resident in Singapore may be proposed to the Club to become such Member by any existing Club Member in writing. The Secretary or, in his absence, any Committee Member shall approve or reject the application for admission in its absolute discretion. Upon approval, the name of the Visiting Member resident in Singapore shall be posted on the notice board of the Club.
 - iv. Fees: Each Visiting Member resident in Singapore shall be obliged to make payment of Deposit, Entry Fees and Membership Fees.
 - v. Expenses within the Club: Each Visiting Member resident in Singapore shall be entitled to incur expenses for specific Club facilities and for food and beverage on a credit basis. An invoice for such expenses

incurred shall be sent to the Member at the beginning of the following month and be payable within 30 days.

- vi. Membership Card: Each Visiting Member resident in Singapore shall be issued with a Membership card which needs to be presented upon request.
 - vii. Voting Rights: Visiting Members resident in Singapore shall not have any voting rights.
 - viii. Transferability: Visiting Members resident in Singapore may not transfer their Memberships.
 - ix. Absent Membership: Visiting Members resident in Singapore are not eligible for Absent Membership.
 - x. Spouses: Spouses of Visiting Members resident in Singapore shall be Members in the Club if they stay in Singapore together.
- b) Visiting Members residing at The Club
- i. Duration: The Club will maintain a guest house and persons staying at the guest house not being Members already shall for the duration of their stay at the guesthouse be Members of the Club called Visiting Members residing at the Club.
 - ii. Eligibility: Any non-Member who has attained the age of 21 years nominated by a Member to stay at the Club guesthouse shall qualify to be a Visiting Member residing at the Club.
 - iii. Admission: Persons eligible to be a Visiting Member residing at the Club should be nominated by Club Members (other than a Visiting Member) for admission. The booking for admission and stay at the guesthouse shall be made in writing to the Club Manager who will approve applications on a “first come first serve” basis. The Club Member who nominated the Visiting Member residing at the Club shall be liable for any fees or expenses incurred by such Visiting Member residing at the Club, which remain unpaid 4 weeks after departure.
 - iv. Fees: Visiting Members residing at the Club are not subject to any Entry Fee. They shall however be obliged to make payment of a daily Membership Fee in addition to the daily rate for the stay at the guesthouse.

- v. Expenses within the Club: Each Visiting Member residing at the Club shall be entitled to incur expenses for specific Club facilities and for food and beverage on a credit basis. All expenses incurred shall be payable from time to time but latest at departure.
- vi. Membership Card: One Membership card will be issued to each Visiting Member residing at the Club, which is to be shared with his Dependents (as defined in Rule 18) staying also at the Club guest house.
- vii. Voting Rights: Visiting Members residing at the Club shall not have any voting rights.
- viii. Transferability: Visiting Members residing at the Club may not transfer their Membership.
- ix. Absent Membership: Visiting Members residing at the Club are not eligible for Absent Membership.
- x. Spouses: Spouses of Visiting Members residing at the Club, who also stay at the Club guest house, shall automatically become a Visiting Member residing at the Club.

15. **SUMMER MEMBERS**

- a) Duration: The Summer Membership is a fixed term Membership, which commences on 15th June and terminates on 15th August in the same year.
- b) Eligibility: Any person who has attained the age of 21 years and is resident in Singapore is eligible to apply for Summer Membership for himself, his Spouse and his Dependents (as defined in Rule 18 below).
- c) Application: Persons eligible to become a Summer Member shall apply in writing in the prescribed form to the Club Manager, who shall approve or reject the application within 2 weeks from receipt of the application in his absolute discretion.
- d) Deposit: Upon the approval of the Membership, each Summer Member has to make payment of a Deposit of such amount, as may be determined by the Club Manager, to the Club at or prior to the commencement of the Membership. This Deposit will be refunded to the Summer Member in cash upon the expiry of the Membership once the corresponding Membership card and the car park label

have been returned to the Club and all fees and expenses been paid. Unclaimed Deposits will be forfeited after one month from expiry date of the Membership.

- e) Fees: Each Summer Member shall be obliged to make payment of an Entry Fee. Summer Members shall not be obliged to make payment of Membership Fees.
- f) Expenses within the Club: Each Summer Member shall be entitled to incur expenses for specific Club facilities and for food and beverage on a credit basis. An invoice for such expenses incurred shall be issued to the Member at the end of the Summer Membership and be payable within 30 days.
- g) Membership Cards: Only one Membership card will be issued to each Summer Member, which is to be shared with his Spouse and his Dependents (as defined in Rule 18)
- h) Voting Rights: Summer Members shall not have any voting rights.
- i) Transferability: Summer Members may not transfer their Membership.
- j) Absent Membership: Summer Members are not eligible for Absent Membership.
- k) Spouses: The Summer Membership includes the Membership of the Spouse.

16. **ABSENT MEMBERS**

- a) Eligibility: Any Ordinary or Associate Member or Ordinary/Associate Transferable Member who temporarily or permanently terminates residency in Singapore shall continue to be a Member of the Club as an Absent Member provided that:
 - i. he gives notice in writing to the Club Secretary that he wishes to be placed on the list of Absent Members (the “Absent Notice”); and
 - ii. he has paid all outstanding fees, invoices and other debts owing to the Club.

For the avoidance of doubt, no Member shall remain on the list of Absent Members whilst residing in Singapore.

- b) Application: Except for the Absent Notice provided for hereinabove, no application for Absent Membership needs to be made.

- c) Fees: Together with the Absent Notice the Absent Member shall make payment of a fee for the change from active Membership to Absent Membership as determined by the Committee from time to time. An Absent Member is not obliged to make payment of any Membership Fees, except that an Absent Member shall be liable to make payment of full Membership Fees for the month in which he becomes an Absent Member and for the month in which he rejoins the active Members list. An Absent Member returning temporarily to Singapore shall pay the full Membership Fee of the member category he was in as active Member for every month in which he shall use the facilities of the Club, except when the period of his visit does not exceed seven (7) days.
- d) Expenses within the Club: Absent Members shall be entitled to incur expenses for specific Club facilities and for food and beverage on an immediate payment basis. Surcharge rules apply.
- e) Membership Card: Absent Members may continue to use their existing Membership Cards or may apply for a new Membership card.
- f) Voting Rights: Absent Members shall not have any voting rights.
- g) Transferability: Absent Membership is not transferable.
- h) Spouses: It is not necessary for Spouses of Absent Members to become Members of the Club and instead Guest rules shall apply to such Spouses.
- i) Renewal: Before the expiry of 20 years, starting from the date on which the relevant Membership is changed to an Absent Membership, the Absent Member shall contact the Club to renew the Absent Membership; failing to do so will result in his Absent Membership being cancelled.

17. **SPOUSES**

In the event that a Member, other than a Visiting Member, Absent Member or Summer Member, joins the Club as a single person and thereafter takes a Spouse, this Spouse must apply to become a Member of the Club on or before the expiry of 3 months from the date of becoming a Spouse, failing which, that Member shall be deemed to have resigned from Membership in the Club with effect from the date on which the 3-month period expires.

18. **DEPENDENTS**

- a) “Dependent” shall mean a Member’s children under the age of 25 years. Each

Member shall be liable for the activities undertaken and damages, expenses and debt caused by his Dependents and shall fully indemnify the Club against the same.

- b) Upon request of any Member (including for this purpose, nominees of Corporate Members), the Club shall, subject to the payment of such fees which the Committee may impose from time to time, permit Dependents to use the facilities of the Club, subject to these Rules and the By-Laws.
- c) Upon exceeding the maximum age permitted for a Dependent, any child of any Member who may wish to continue to use the Club facilities may make an application to be elected as Member of the Club, provided that he fulfills the pre-requisites of that type of Membership.

19. GUESTS

- a) All Members may introduce guests into the Club, pursuant to such terms and conditions which the Committee may determine from time to time, and subject to the following restrictions :
 - i. Except with the consent of the Committee, persons who are resident in or visit Singapore for a period exceeding 6 continuous weeks shall not be introduced as guests to the Club more than twice in any one month.
 - ii. A Member may introduce immediate family members as guests to the Club for a maximum of three weeks per year.
 - iii. Visiting Members residing at the Club and Summer Members may introduce guests into the Club only for the Club's food and beverage facilities.
 - iv. Guests shall not be entitled to participate in any courses or lessons given at or offered by the Club.
 - v. Members, who are under suspension, as provided for in Rule 25, as well as their Spouse and Dependents, cannot be guests of the Club during the period of suspension.
 - vi. Expelled Members, as well as their Spouse and Dependents cannot be guests of the Club.
- b) Members introducing guests to the Club shall personally ensure that the names of their guests (including children) are duly registered in the Club's guest book.

- c) Members introducing guests to the Club premises shall be obliged to ensure that their guests remain accompanied by a Member at all times.
- d) Any Member introducing guests shall be responsible for the observance of the Rules and By-Laws of the Club. He shall also be responsible for any damage that may be caused by them to the Club's and/or any other Member's property.
- e) The Committee may determine that the use of certain specific Club facilities shall be subject to payment of fees by the introducing Member or his guest.
- f) The Committee may, in its absolute discretion, withdraw the privileges of the Club to any guest, either for a fixed period of time or indefinitely. Without prejudice to the generality of the aforesaid, the Committee would, in particular, exercise this right against any guest who consistently refuses to adhere to the Rules or the By-Laws. Upon deciding to withdraw the privileges of any guest, the Committee shall inform the introducing Member of the same.
- g) The Committee may declare the Club closed to guests on any occasion.

20. **DOMESTIC HELPERS**

Domestic helpers of Members are allowed to access the Club in order to care for and attend to the Member's Dependents but such access is subject to rules as the Committee may determine from time to time and as stated in the By-Laws.

PART II: JOINING AND RESIGNING FROM MEMBERSHIP

21. **APPLICATION FOR MEMBERSHIP**

Procedure for Application

- a) Except for Honorary Members, Diplomatic Members, Visiting Members, Summer Members and Absent Members, all persons intending to become Members of the Club shall make an application for election, as provided for in this Rule 21. This includes individuals to whom Ordinary or Associate Transferable Memberships shall be transferred as well as nominees of Corporate Members.
- b) All persons applying for election as Members of the Club shall be of good repute and shall be in the position to support, promote and enhance the objectives of the

Club.

- c) Each application for election as Member shall be made in such form and format as prescribed by the Committee from time to time and shall contain all information required by the Committee.
- d) Upon acceptance of an application by the Committee for consideration, the Committee shall put a notice setting out particulars of such application on the notice board of the Club until a final decision of the said application is made.
- e) During such time that an application for Membership is being considered, the Committee shall invite such candidates for Club Membership (the "Candidate(s)") to use the Club facilities for a period of one month or longer as the Committee in its discretion may determine (the "Period"). The Committee may withdraw this invitation and privilege for the Candidate(s) to use the Club facilities at any time and at its absolute discretion during the Period without giving any reason for such withdrawal.
- f) The Committee shall take all efforts to vote on every application for Membership on or before the expiry of the Period. The Committee shall be obliged to adhere to all restrictions pertaining to the number/proportion of Members admitted into the Club, as may be contained in these Rules or otherwise.
- g) The Committee shall inform each Candidate of the outcome of his application in writing as soon as possible and shall ensure that the outcome of each successful application is posted in the Club's magazine. In the event that the application is unsuccessful, the Committee shall not be obliged to give any reasons for the rejection.
- h) Each successful applicant shall be entered into the Club's register of members upon payment of all required Deposits and Fees, which the Committee may impose from time to time, including but not limited to Entry Fees.
- i) Joint Application : In the event that a person applying to be a Member, other than a Summer or Visiting Member, has a Spouse, his application shall be accompanied by his Spouse's application for Membership. In considering their applications for Membership, the Committee shall deal with the two applications as one unit. The outcome for both applications shall be the same.
- j) Spouse Application : In the event that a Member, other than a Summer or Visiting Member, takes a Spouse after his entry as Member of the Club, his Spouse must apply to be a Member of the Club, pursuant to the procedure contained in this Rule 21. In her application for Membership, the Spouse shall

clearly indicate that the Spouse is already a Member of the Club.

22. **RESIGNATION**

- a) Any Member resigning from his Membership shall give notice of such resignation in writing to the Club Secretary. The notice shall contain the last day of the Membership in the Club, which shall be the last day of the calendar month on which notice of resignation was given. The Member shall remain liable for the payment of all fees and other debts unpaid at the last day of his Membership.
- b) A Member would be deemed to have resigned from his Membership with immediate effect :
 - i. In the case of Ordinary and Associate Transferable Members, on such date that their Membership is duly transferred to a transferee pursuant to Rule 10.
 - ii. In the case of a Diplomatic Member, on such date as their appointment as heads of diplomatic missions based in Singapore ends.
 - iii. For Term members, on such date that their 1-year or extended term Membership expires.
 - iv. In the case of a Visiting Member residing at the Club on the last day on which the Club guesthouse is used as accommodation.
 - v. In the event that a Spouse of any Member other than a Visiting, Summer or Absent Member does not apply to become a Member of the Club on or before the expiry of 3 calendar months from the date of becoming a Spouse, as provided for in Rule 17, at the date of expiry of the 3 calendar months.
 - vi. In the event of death, as provided for in Rule 23 herein below.
 - vii. In the event that the Spouse resigns from Membership.
 - viii. In the event that the Spouse is expelled from Membership, as provided for in Rule 26.
- c) Upon resignation as Member, that Member shall not have any claim against the Club for any refund of Entry or Membership Fees paid.
- d) Subject to Rule 22 e) below, any Member may upon the resignation as aforesaid

only be re-admitted as Member of the Club upon taking up a fresh application for Membership and the payment of fresh Entry Fees.

- e) In the event of a Member's resignation in accordance with Rule 22 b) vii., the Member may apply for re-admission, specifying the circumstances of the Spouse's resignation from Membership, and the Committee may in its absolute discretion re-admit him as a Member without the need for a fresh application for Membership and the payment of fresh Entry Fees.

23. RESIGNATION UPON DEATH

- a) Except for nominees of Corporate Members, Transferable Ordinary Members and Transferable Associate Members, membership ends with effect from the date of a Member's death. However, his estate shall continue to be liable for any liabilities and obligations to the Club undertaken or incurred while he was a Member.
- b) In the event of the death of a nominee of a Corporate Member, the Corporate Member shall be entitled to nominate another person within 2 months from the date of the death of the nominee or such further period as the Committee may grant in its absolute discretion and Rule 8 i) with the necessary modifications shall apply.
- c) In the event of the death of a Transferable Ordinary Member or a Transferable Associate Member, his estate shall be entitled to transfer that Membership in the manner provided for in Rule 10 g) within 6 months from the date of death of that Member or such period as the Committee may, in its absolute discretion allow. Unless the Committee otherwise decides, the fees to be paid shall be equal to the fees to be paid for the transfer of the same type of Membership during the lifetime of the Member, as provided for in Rule 10 g). If the estate does not transfer the relevant Membership within the said period, the Membership ceases and the estate shall forfeit all rights to transfer such Membership and shall have no rights against the Club with regards to the same. For the duration between death of the Member and transfer of Membership to a new Member no Membership Fees have to be paid.
- d) In the event of the death of a head of a diplomatic mission who is a Diplomatic Member, the privileges extended to his Spouse and Dependents under these Rules shall be immediately revoked. Notwithstanding the aforesaid, the Committee may, in its absolute discretion, elect to continue to grant such privileges to that Member's Spouse and Dependents on such terms and on the payment of such fees, as the Committee may determine.

24. **COMPLAINTS AGAINST MEMBERS**

- a) The Committee shall convene a **complaints and disciplinary** sub-committee (“CDSC”) for such periods and such terms as the Committee deems fit for the purpose of responding to complaints against Members.
- b) A CDSC shall consist of no less than three persons who are appointed by the Committee. At least one member of the CDSC shall be a member of the Committee.
- c) A complaint may be brought against a Member, its Spouse or Dependent. Complaints made against a Dependent shall be deemed to be a complaint against the corresponding Member.
- d) Complaints may be brought against a Member for conduct within the premises of the Club and may pertain to matters including, but not limited to the following:
 - i. Vandalism or willful damage to property of the Club or of any of its Members and guests;
 - ii. Fighting, intimidation, assault, battery or any form of threatening behavior;
 - iii. Use of abusive or obscene language, or any form of profanity towards another Member, guest or employee of the Club;
 - iv. Circulation of inflammatory or defamatory emails and/or letters to Members which are prejudicial to the interests of the Club;
 - v. Inappropriate attire in breach of the Club’s dress code;
 - vi. Smoking in non-smoking areas of the Club;
 - vii. Any criminal act;
 - viii. Any conduct which in any way brings disrepute upon the Club, its Members or its employees;
 - ix. Any other violation of the Rules and By-Laws.
- e) All complaints against Members shall be in writing and addressed to the Club Manager.

- f) In cases of a clear violation of the Rules and By-Laws, the Club Manager shall issue a warning letter to the relevant Member.
- g) In all other cases the Club Manager shall inform the Committee of the complaint and, together with the Committee, decide whether a CDSC should be convened.
- h) In the event that a decision is made to convene a CDSC, the Committee shall inform the relevant Member of the same in writing. Such notification shall be sent by pre-paid registered mail to the Members' address as recorded in the Membership register. In the notification, the accused Member shall be given full details of the complaint made against him and shall be invited to personally give a full explanation within 10 days from the date of the notification.
- i) After the expiry of the 10-day period, the CDSC shall convene to consider the complaint and the Members response and may either decide to issue a warning to the Member, to propose an expulsion in which case Rule 26 shall apply, or to dismiss the complaint in its absolute discretion. The outcome of the CDSC's decision shall be sent to the Member in writing. The notification shall be by pre-paid registered mail to the Member's address as recorded in the Membership register.
- j) In the event that a Warning is issued to a Member and that Member wishes to appeal against the Warning issued, that Member shall notify the CDSC of the same within 14 days of such intention. Upon receipt of such notification, the CDSC shall convene a meeting and invite the offending Member to attend this meeting to explain himself and to answer any questions, which the CDSC may have. At the conclusion of the meeting, the CDSC shall decide to either affirm the Warning or to retract the Warning in its absolute discretion. The CDSC's decision in this regard shall be final and binding on the offending Member.

25. **SUSPENSION OF MEMBERS**

- a) In the event that a Member receives a total of 3 Warnings, in the manner as provided for in Rule 24, the CDSC shall be entitled to suspend the Member's Membership in the Club for a period not exceeding 12 weeks, during which the Member shall not be entitled to enter the Club premises. The CDSC's decision to suspend the Member shall be notified to the Member in writing. Such notification shall be sent by pre-paid registered mail to the Member's address as recorded in the Membership register and be put on the notice board.
- b) Notwithstanding the aforesaid, the Club Manager shall be entitled to exclude any Member from the Club premises on an immediate basis for 48 hours in the event that the conduct of that Member is such that, in the Club Manager's reasonable

opinion, the safety or dignity of the Members, the guests and staff within the Club are endangered.

- c) A suspended Member shall not be entitled to invite any guests to the Club for the period of his suspension.
- d) A suspended Member shall continue to be liable to make payments of all Membership Fees and other payments levied by the Club on its Members during the period of suspension.

26. **EXPULSION OF MEMBERS**

- a) In the event that
 - i. a Member commits a serious and fundamental violation of any of these Rules, including but not limited to a breach of Rule 42(d);
 - ii. a Member acts in breach of these Rules and/or By-Laws, after 2 suspensions of his Membership pursuant to Rule 25 herein;
 - iii. A Member acts in such manner, whether within or outside of the premises of the Club, which is in serious violation of the objectives of the Club as contained in these Rules or would, in the reasonable opinion of the Committee, seriously affect the reputation of the Club in a negative manner.
 - iv. A Member is convicted of any criminal offence other than an offence, which, in the reasonable opinion of the Committee, does not affect his position as Member of the Club;
 - v. A Member becomes bankrupt or makes any arrangement or composition with his creditors due to a private insolvency;

the CDSC may submit an application to the Committee for expulsion of the Member. In such case the Committee may invite the relevant Member to offer a verbal or written explanation for such behavior/action. The Committee shall vote on the expulsion of the Member from the Club by simple majority. The Committee shall be entitled to ban that Member from the Club premises during such time, as it may need to investigate into the actions of the relevant Member and to make a decision as to the expulsion of that Member.

- b) In the event that the Committee votes in favour of the expulsion of a Member, that Member shall cease to be a member of the Club with effect from the date on which the Committee informs the Member of its decision.

Appeals Against Expulsion

- c) In the event that the expelled Member intends to appeal against his expulsion, he shall notify the Committee of the same in writing on or before the expiry of 14 days from the date on which the Committee informed him that he is to be expelled from the Club.
- d) Upon the receipt of the expelled Member's notice of appeal, the Committee shall place this matter before the Club at the next General Meeting. Until such time that this matter is brought before the Members at the next General Meeting, the expelled Member shall be suspended from the Club and the consequences of suspension, as provided for in Rule 25, shall apply.
- e) At the General Meeting, the Committee shall explain the basis of the expulsion of the expelled Member and the expelled Member shall be given an opportunity to explain himself verbally. Upon hearing the Committee and the expelled Member, the Voting Members shall vote on the expulsion of that Member by simple majority. The simple majority vote passed at a General Meeting shall be final and binding on the Member and the Member shall not have any claims against the Committee or the Club for such expulsion.
- f) For the avoidance of doubt, an expelled Member shall not be entitled to receive any reimbursement for Entry or Membership Fees paid. The expelled Member shall however continue to be responsible to make payment of all debts and expenses incurred until the date of his expulsion.

Consequences of Expulsion

- g) Upon the expulsion,
 - i. All Members, other than Corporate Members and Ordinary Transferable Members and Associate Transferable Members, shall be deemed to have resigned from their Membership with immediate effect.
 - ii. Nominees of Corporate Members shall be deemed to have their nomination revoked and Rule 8 i) with the necessary modifications shall apply.

- iii. Ordinary Transferable Members and Associate Transferable Members shall be obliged to transfer their Membership on or before the expiry of 3 calendar months from the date of expulsion. If the Member does not transfer the transferable Membership within the said period, the Membership ends.
- h) In the event of an expulsion, the Spouse of the expelled Member shall be deemed to have resigned as Member of the Club with immediate effect.
- i) Upon the expulsion of a Member, the rights of his Spouse and his Dependents to enter the Club premises and to use the Club facilities shall immediately and automatically be revoked.
- j) An expelled Member and his Spouse shall not be eligible for re-admission as a Member and shall not be a guest of another Member.

27. **CONSEQUENCES OF CEASING TO BE A MEMBER**

- a) No Entry or Membership Fees paid by any Member shall be refundable upon the cessation of his Membership.
- b) Each Member shall return his Membership card, the Membership cards of his Spouse and Dependents, all Club car park labels and all other documentation and material relating to the Club to the Committee on or before the last effective day of his Membership.
- c) Every person shall, upon ceasing to be a Member of the Club, forfeit all rights and claims, which he may have against the Club and its property and funds.

PART III: MANAGEMENT

28. **MANAGEMENT OF THE CLUB**

- a) The Club shall be managed by the Committee who shall report on the affairs at the Club's annual General Meetings. The Committee may delegate part or all of its operational management functions to an appointed Club Manager or an appointed company.

- b) The Committee shall consist of
 - i. a President,
 - ii. a Deputy President
 - iii. a Secretary
 - iv. a Treasurer and
 - v. 1 to 7 other Committee Members.

whereby the President and the Deputy President shall be a Voting Member and the other Committee Members be either a Voting Member, Associate Member, Associate Transferable Member, nominee of Corporate Member or Honorary Member residing in Singapore, as long as the majority of the Committee Members are Voting Members.

- c) Each Committee Member shall be elected to serve on the Committee until the next annual General Meeting of the Club. Upon expiry of this period, the appointment of that Committee Member shall automatically lapse.
- d) Upon the expiry of his appointment as Committee Member, that Committee Member may stand for re-election into the Committee.
- e) Notwithstanding Rule 28(c), a Committee Member shall immediately cease to be a Committee Member if :
 - i. He resigns or is deemed to have resigned from his membership in the Club pursuant to these Rules.
 - ii. He resigns from his position as Committee Member by giving 4 weeks' written notice of such resignation to the Committee;
 - iii. If the Committee votes by a vote representing 75% of the attending Committee Members that a Committee Member has conducted himself in a manner which is not befitting his position as Committee Member;
 - iv. If the Committee Member is subject to any suspension/exclusion from the Club and/or if the Committee Member is suspended or expelled from the Club, as provided for in Rule 25 and 26.
- f) In the event that a Committee Member is put into a position of conflict between that of the Club and Committee and his personal/business interest, he shall be obliged to inform the Committee of the same without delay and shall abstain from voting on matters in which he is conflicted.
- g) Upon the vacation of any position within the Committee:

- i. If the position vacated is the President or Deputy President, the Committee shall appoint another Committee Member being a Voting Member to take up the vacated position by majority vote. The position vacated by the person taking up the position as new President / Deputy president shall be replaced by another Voting Member appointed by majority vote.
- ii. If the position vacated is any position other than the President or Deputy President, the Committee shall be entitled to appoint another Member in accordance with Rule 28 b) to fill that position by means of a majority vote.

The replacement Committee Member's appointment shall continue until the next Club annual General Meeting, during which it shall be either confirmed or the vacant position shall be filled by such other Member elected by the Voting Members, as provided for herein below.

29. **ELECTION OF THE COMMITTEE**

- a) All Members of the Committee shall be elected at the Club's annual General Meeting pursuant to the Rules contained herein.
- b) Each nomination shall be made by a Voting Member and seconded by a second Voting Member. The nomination shall also require the agreement by the nominated person to stand for election at the annual General Meeting.
- c) At the annual General Meeting, the Voting Members shall, by majority vote, elect a Club President and up to 10 Committee members.
- d) The newly elected Committee shall convene its first Committee meeting on or before the expiry of 4 weeks from its election for the purpose of appointing among itself the various positions to be held by the Committee Members.

30. **COMMITTEE MEETINGS**

- a) The Committee shall meet as often as may be necessary to run the Club and to further its objectives. The Committee shall be entitled to make its own rules for the execution of its responsibilities.
- b) The quorum for a meeting of the Committee shall be 50% of the number of persons sitting on the Committee (including the Club President).

- c) Each Committee meeting shall be chaired by the Club President. If the Club President is not able to attend a meeting, the Deputy President shall chair the meeting. If neither the Club president nor Deputy President is able to attend a meeting, a Committee member nominated by the Club President shall chair the meeting.
- d) Unless specifically provided for herein, all decisions taken by the Committee shall be decided by means of a majority vote of all the Committee Members present. In the event of an equality of votes, the attending Chairman shall have a second vote.

31. **AUTHORITY OF THE COMMITTEE**

- a) Except as otherwise provided for in these Rules, the Committee shall exercise all such authority and do all such things as may be exercised or done by the Club.
- b) The Committee shall have authority to:
 - i. Determine Deposits, Entry Fees, room rates for the guesthouse and all other fees and charges except the Membership Fees to be paid by Members and Guests to the Club at their absolute discretion, provided that the imposition of such fees and charges are in the best interest of the Club;
 - ii. Manage and control the Club finances;
 - iii. Engage, instruct and dismiss a Club Manager, who shall, under the supervision of the Committee, conduct all the affairs of the Club on behalf of the Committee;
 - iv. Decide on all questions not covered by these Rules or the By-Laws;
 - v. Maintain accounts of the Club and arrange for the annual accounts and balance sheets to be drawn up for the Club on an annual basis. These accounts shall be presented at the Club annual General Meeting;
 - vi. Establish sub-committees for the organization and execution of specific projects and to set out the scope of authority for such sub-committees;
 - vii. Approve and execute the Club's annual budget;
 - viii. Purchase, take on, lease, exchange or otherwise acquire movable property on behalf of the Club;

- ix. Sell, lease, exchange or otherwise deal with any movable property or assets belonging to the Club;
 - x. Invest the funds of the Club not immediately required for any of the activities of the Club either in any investments for the time being authorized by law for the investment of trust funds in Singapore, or, as for the time being approved by the Voting Members at any General Meeting. In both cases with full power to sell, lease, realize, vary or otherwise deal with such investments in properties;
 - xi. Grant interest bearing loans from the Club to the Swiss School, provided that this is proposed by the Committee at a Club annual General Meeting and this proposal is approved by majority vote at the General Meeting;
 - xii. Determine the maximum number of Club Members from time to time unless such maximum number is otherwise determined by the General Meeting;
 - xiii. Exercise all other administrative powers, as may be necessary to carry out, support and promote the objectives of the Club, as set out in these Rules;
 - xiv. Establish and/or alter By-Laws
- c) If the Club in a General Meeting passes a resolution in accordance with these Rules, authorising the Committee to borrow money,
- i. the Committee shall thereupon be empowered to borrow for the purposes of the Club such amount of money either at one time or from time to time and at such rate of interest and in such form and manner and upon such security as shall be specified in the resolution; and
 - ii. the Trustee(s) shall at the direction of the Committee make such dispositions of the Club property and/or any part thereof and enter into such agreements in relation thereto as the Committee may deem proper for giving security for such loans and interest.
- d) The Committee shall not be entitled to
- i. Incur any capital expenditure exceeding S\$ 150,000 for any one project;
 - ii. Sell, lease or exchange any asset or movable property belonging to the Club, whose value exceeds S\$ 50,000;

without the simple majority vote of the Voting Members present at a General

Meeting.

- e) The Committee shall not be entitled to:
- i. sell, license or lease of land, buildings or other immovable property belonging to the Club;
 - ii. purchase, lease, or acquire immovable property;
- without a two thirds vote of the Voting Members present at a General Meeting provided always that the proposed action does not contravene Rule 45.

32. **BY-LAWS**

- a) Every Member shall be bound by these Rules and the By-Laws.
- b) The Committee shall have power to make, rescind or alter By-Laws insofar as they are not inconsistent with these Rules or any amendment thereof. Such By-Laws, rescissions or alterations shall be posted on the notice-board of the Club for 14 days during which time any 50 Voting Members may, by notice in writing to the secretary, require the decision of a General Meeting to be taken thereon.
- c) If no such notice is received, the By-Laws, rescissions or alterations shall become binding on all Members at the expiration of 14 days.
- d) In the event that sufficient notice is received, the relevant By-Law or its amendment, rescission or alteration (as the case may be) shall be put forward at the next General Meeting for approval. If approved by a simple majority of the Voting Members present, the By-Law or its amendment, rescission or alteration (as the case may be) shall come into effect on such date as the Committee may reasonably determine.

33. **CLUB MANAGER**

- a) The Club Manager shall, under the supervision of the Committee, conduct all the affairs of the Club on behalf of the Committee, including the engagement, instruction and dismissal of Club employees, and shall fulfill such other duties and responsibilities as mutually agreed between the Committee and the Club Manager from time to time.
- b) No Member shall reprimand a Club employee. If a Member has any cause for

complaint, he shall bring the same to the notice of the Club Manager.

34. **TRUSTEES**

- a) All or any of the investments and immovable property of the Club or either of them shall be held by a corporate trust company or group of individuals as custodian trustee (“Trustee”) at such remuneration, if any, as may be agreed upon between the Committee and such Trustees which shall act in a nominee capacity and shall in no way be responsible to the Club for the management of such property and further shall be indemnified by the Club for any liability which may result from holding property as trustees for the Club.
- b) Such Trustee shall act in all dealings with the property of the Club in accordance with the directions of the Committee as evidenced by true copies of resolutions at meetings of the Committee, such true copies to be certified as correct by the President or Deputy President. The Committee shall have the power to appoint or remove any Trustee from office. The Committee shall also have the power to determine the terms of appointment of any Trustee, including remuneration.

PART IV: GENERAL MEETINGS

35. **GENERAL MEETING**

- a) The annual General Meeting of the Club shall be held in September or October each year *inter alia* for the following purposes :
 - i. To receive and, if approved, adopt the Committee’s report.
 - ii. To receive and approve the audited accounts for the last financial year.
 - iii. To elect Members of the Committee and auditors.
 - iv. To transact any other business.
- b) The Committee shall convene an extraordinary General Meeting whenever it determines that a question of urgency has arisen and shall be bound to do so on the written request of not less than 50 Voting Members.
- c) Notice of every General Meeting, specifying the business to be dealt with, shall be dispatched to all Members, except for Absent Members and Visiting Members Residing at the Club, not less than 14 days before the date of the meeting. All Members (including for this purposes nominees of Corporate Members), except for Visiting Members residing at the Club shall be entitled to

attend a General Meeting but only Voting Members shall be entitled to propose resolutions to be passed and to vote at General Meetings.

- d) In the event that a Voting Member decides to propose a resolution to be passed at a General Meeting, this proposal shall be made in writing and shall clearly contain full details of the resolution proposed to be passed. No resolution shall be proposed by a Voting Member unless the proposal has been lodged with the Club Secretary in writing not less than 10 days before the date of the meeting, provided always that at any General Meeting, any Member may address the meeting. Any such proposed resolution received by the Club Secretary shall, if it has been received in sufficient time, be circulated to the Members.
- e) Proposed Resolutions to amend the Rules of the Club shall be dispatched to the Members not less than 7 days before the date of the meeting.

36. **QUORUM AND PROCEDURE AT GENERAL MEETINGS**

- a) At all General Meetings, 30 Voting Members present in person or in proxy shall form a quorum. In the event of there being no quorum at the commencement of a General Meeting, the meeting shall be adjourned for 30 minutes, and should then the Members present still be insufficient to form a quorum, those present shall be considered a quorum, but they shall have no power to alter, amend or make additions to the Rules of the Club.
- b) Each Voting Member entitled to vote at a General Meeting may appoint another Voting Member to be his proxy to attend the General Meeting but any Voting Member shall not be proxy for more than 1 other Member. Such instrument of proxy shall take such format and form, as the Committee may determine from time to time and shall be lodged with the Club Secretary latest on the date of the General Meeting before the start of the General Meeting.
- c) The President of the Committee or in his absence, the Deputy President shall chair each General Meeting. In the event that neither the President nor Deputy President is able to attend a General Meeting, a Committee member nominated by the President shall chair the meeting.
- d) All decisions made at General Meetings shall be binding on all Members.
- e) A declaration by the chairman of any General Meeting that a resolution has been carried unanimously or by a majority or lost and an entry to that effect in the minutes of that meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

37. **VOTING**

- a) Unless otherwise provided for in these Rules all decisions made by the Voting Members shall be made by a simple majority vote of the Voting Members present at the relevant General Meeting. Each Voting Member shall have one vote at each General Meeting. Voting shall ordinarily be by a show of hands, but a ballot shall be taken if demanded by a majority of the Voting Members present at the meeting.
- b) The Committee shall only be entitled to undertake the matters set out in Rule 31 (e) with an affirmative vote of not less than two thirds of the Voting Members present at that General Meeting.

38. **ALTERATION OF RULES**

- a) With the exception of rules 38 and 52, these rules may be altered at any general meeting which is competent to pass resolutions. Rules 38 and 52 shall only be altered by unanimous decision of all ordinary members resident in Singapore.
- b) No alterations or additions to these rules shall be made except at a general meeting, and they shall not come into force without the prior sanction of the Registrar of Societies.

PART V: MEMBERS' OBLIGATIONS

39. **MEMBERS' ADDRESSES**

All Members shall keep the Secretary informed of their private addresses and of all changes thereof, and all notices and other communications posted by the Club to such address shall be deemed to have been received by such Member for the purposes of these Rules and the By-Laws.

40. **FEES**

- a) Entry Fees
 - i. Each Member, except for Visiting Members residing at the Club, Honorary Members and Diplomatic Members, shall be obliged to make payment of an Entry Fee in such amount and on such conditions as the

Committee may determine from time to time. Notwithstanding the aforesaid, at least 50 Voting Members may, by means of notice to the Club Secretary, require the Voting Members to approve the amount of such fees by means of a majority vote at a Club General Meeting.

- ii. Each person applying to be a Member of the Club, who is required to make payment of an Entry Fee, shall make payment of such fee upon the submission of his application for election as Member of the Club. In the event that the applicant's application is unsuccessful, the Entry Fee paid shall be fully refunded to him (minus claims).
- iii. The Committee shall have the power to waive in whole or in part the Entry Fee of Members.

b) Membership Fees

- i. All Members, except for Honorary Members, Absent Members, and Summer Members shall be obliged to make payment of a monthly Membership Fee to the Club. Except as otherwise provided for hereinafter, the Membership Fees to be paid by each type of Member shall be decided by majority vote of the Voting Members present at a General Meeting. The Membership Fees payable by Visiting Members shall be determined by the Committee.
- ii. Notwithstanding Rule 40(b - i) the following persons shall not be obliged to make payment of a monthly Membership Fee:
 - a. Members serving on the Club Committee are exempt from payment of Membership Fees for such period that they serve on the Committee;
 - b. Persons who have attained the age of 60 and have been Members of the Club for 25 years shall not be required to make payment of any further Membership Fees.

c) Transfer Fees

The Committee shall determine the transfer fees to be paid by Ordinary Transferable Members, Associate Transferable Members and Corporate Members upon the transfer of their Memberships. Notwithstanding the aforesaid, at least 50 Voting Members may, by means of notice to the Club Secretary, require for the Voting Members to approve the amount of such fees by means of a majority vote at a Club General Meeting.

d) GST

All above fees are net fees and subject to GST at the prevailing rate.

41. **DEPOSIT**

The Committee shall have the power to require any Candidate or any Member to deposit with the Club such sum as the Committee considers appropriate.

42. **PAYMENT OF FEES AND INVOICES**

- a) All Entry Fees shall be due and payable at such time that an applicant submits his application for membership. All Membership Fees shall be due on the first day of the month.
- b) Expenses incurred by a Member, his Spouse or his Dependents at the Club shall be charged to the Member's account.
- c) Each invoice issued by the Club shall be payable within 30 days from the date of the invoice unless otherwise stated in these Rules. In the event that the Member fails, refuses and/or neglects to make payment of any invoice on or before the expiry of 30 days from the date of the invoice, the Club shall be entitled to impose a surcharge and/or impose interest on the outstanding sum at such rate, as the Committee may reasonably determine from time to time.
- d) In the event that any Member who fails, neglects or refuses to make payment of any invoice issued by the Club on or before the expiry of 90 days from the date of the invoice, the Committee shall, upon the issue of 2 written notices requiring such payment, be entitled to **expel** that Member from the Club, without prejudice to the right of the Club to recover all moneys due by him to the Club. Such expulsion shall be communicated in writing to the Member. Upon payment of all outstanding and stating reasons for the initial non-payment, the **expulsed** Member may appeal against the expulsion and the Committee may re-admit such Member to the Club at its sole discretion.

43. **LIABILITY**

- a) All applicants for Membership and all Members shall be liable to the Club for any debt incurred by them, or on their account.
- b) No Member or his guest shall be entitled to lodge any claim whatsoever against

the Club, the Club's Trustees and the Committee or any of them in respect of any loss, damage or injury suffered by him on the Club premises.

PART VI : CLUB FINANCES

44. BANK ACCOUNTS

The Club shall maintain bank accounts with such banks as the Committee may determine. In particular, the Club shall maintain a separate bank account for the purposes of managing the Land Fund referred to in Rule 45. All financial transactions including cheques drawn on the Club's bank accounts shall be authorised and signed by at least 2 signatories, one of whom shall be the President, Deputy President, Secretary or Treasurer and in a manner as determined by the Committee.

45. SALES PROCEEDS

The proceeds from any sale, transfer, assignment of any land, buildings or immovable property of the Club shall be held as a separate fund, to be known as the "Land Fund", to be managed and dealt with in the manner set out in Rules 46. The proceeds from any sale, transfer, assignment of or other dealing with other (movable) assets of the Club, shall be managed by the Committee and shall remain at the disposition of the Club for re-investment and spending for the objectives of the Club. Under no circumstances shall any proceeds be distributed to the Members.

46. MANAGEMENT OF THE LAND FUND

- a) The Land Fund shall be managed by a sub-committee established under Rule 47, to be known as the "Land Fund Sub-Committee".
- b) The Land Fund shall be held in reserve to support the Club's future operations, serve as a resource during economic downturns or provide an additional source of income to support and further the Club's objectives.
- c) The Land Fund shall be invested prudently with the objective of long-term capital preservation while realizing appropriate investment income.
- d) Any income of the Land Fund should in principle be reinvested. However, any possible cash flow requirement by the Club may be decided by a General Meeting and

may be drawn from the Land Fund by a simple majority of Voting Members present at the General Meeting. The Capital of the Land Fund may not be spent except with an affirmative vote of not less than two thirds of the Voting Members present at a General Meeting.

e) To the extent it considers prudent, the Land Fund Sub-Committee may, with the prior approval of the Committee, delegate management and investment decisions to one or more external qualified agents, such as a bank, investment advisor, investment manager.

f) The asset allocation of the Land Fund may be determined from time to time by the Land Fund Sub-Committee, in consultation with any external agent appointed by the Land Fund Sub-Committee, which allocation shall reflect a proper balance of the Land Fund's investment objective, any risk tolerance standard and the need for liquidity.

g) The Land Fund Sub-Committee shall report to the Committee on investments of the Land Fund at quarterly intervals or upon request of the Committee at any time.

47. **ESTABLISHMENT OF THE LAND FUND SUB-COMMITTEE**

a) The Land Fund Sub-Committee shall consist of not less than three and not more than five members, of which not more than two shall be Committee Members and up to three shall be Members.

b) The appointment of Land Fund Sub-Committee Members shall occur at each annual General Meeting, except that when the Land Fund Sub-Committee is first constituted, such appointment may also occur at an extraordinary General Meeting. At the General Meeting concerned:

i. The Committee shall designate two of their number to become Land Fund Sub-Committee Members.

ii. Between one and three Members, not being Committee Members, shall be elected by majority vote of the Voting Members, to be the other Land Fund Sub-Committee Members. Each nomination shall be made by a Voting Member and seconded by a second Voting Member. The nomination shall also require the agreement by the nominated person to stand for election.

c) Each Land Fund Sub-Committee Member so appointed shall serve on the Land Fund Sub-Committee until the next annual General Meeting of the Club. Upon expiry of this period, the appointment of that Land Fund Sub-Committee Member shall automatically lapse.

d) Notwithstanding Rule 47(c), a Land Fund Sub-Committee Member shall immediately cease to be a Land Fund Sub-Committee Member if:

i. He resigns or is deemed to have resigned from his membership in the Club pursuant to these Rules.

ii. He resigns from his position as Land Fund Sub-Committee Member by giving 4 weeks' written notice of such resignation to the Land Fund Sub-Committee;

iii. If the Committee votes by a vote representing 75% of the attending Committee Members that a Land Fund Sub-Committee Member has conducted himself in a manner which is not befitting his position as Land Fund Sub-Committee Member;

iv. If the Land Fund Sub-Committee Member is subject to any suspension/exclusion from the Club and/or if the Land Fund Sub-Committee Member is suspended or expelled from the Club, as provided for in Rule 25 and 26.

e) In the event that a Land Fund Sub-Committee Member is put into a position of conflict between that of the Club and Land Fund Sub-Committee and his personal/business interest, he shall be obliged to inform the Land Fund Sub-Committee of the same without delay and shall abstain from voting on matters in which he is conflicted.

f) The Committee may, from time to time, by majority vote, appoint any person, being a Member, as a Land Fund Sub-Committee Member to fill any vacant position (subject to Rule 47(a)). Such Land Fund Sub-Committee Member's appointment shall continue until the next Club annual General Meeting, whereupon the appointment shall automatically lapse.

48. **LAND FUND SUB-COMMITTEE MEETINGS**

a) The Land Fund Sub-Committee shall meet as often as may be necessary to further its objectives.

b) The quorum for a meeting of the Land Fund Sub-Committee shall be 3.

c) All decisions taken by the Land Fund Sub-Committee shall be decided by means of a majority vote of all the Land Fund Sub-Committee Members present. In the event of an equality of votes, the attending chairman shall not have a second or casting vote.

d) The Land Fund Sub-Committee shall cause proper minutes to be made in respect of the proceedings of all meetings of Land Fund Sub-Committee. In particular, such minutes shall document the deliberations and reasons for the investment or divestment decisions of the Land Fund Sub-Committee Members.

49. **DETAILED INVESTMENT POLICIES**

a) The Land Fund Sub-Committee shall develop and maintain a detailed investment policy according to which the Land Fund shall be invested. Such policy, and any amendments thereto, shall be approved by both the Land Fund Sub-Committee and the Committee, and the Land Fund shall at all times be invested by the Land Fund Sub-Committee strictly in accordance with such policy. For the avoidance of doubt, such policy shall not contradict or derogate from any of the provisions of Rule 46.

b) The detailed investment policy shall address items such as, but not limited to:

- i. Investment philosophies, asset allocation guidelines, prohibited investments, and risk and return expectations;
- ii. Specific caps intended to promote diversification of the investment portfolio, such as caps on the market value of the portfolio that may be invested in any one industry, in the securities of any one company or in any asset class;
- iii. Responsibilities of investment managers and custodians if management and investment authority has been delegated to such external agents;
- iv. Guidance on the basic standards, rules and requirements that must be reflected in any specific guidelines established for investment managers;
- v. Whether restrictions should be imposed on the types of permitted investments for non-financial reasons (e.g., prohibitions on investments in certain industries, such as tobacco);
- vi. Criteria for selecting and evaluating investment managers; or
- vii. Criteria/benchmarks that will be used to evaluate the investment performance.

50. **AUDITORS AND FINANCIAL YEAR**

- a) The accounts of the Club shall be audited by a firm of chartered accountants to be elected each year at the annual General Meeting.
- b) The financial year shall be from 1st July to the 30th June of the following year.

PART VII: PROHIBITIONS

51. PROHIBITED ACTIVITIES

The Club shall not engage in any of the following activities:

- a) Gambling of any kind, excluding the promotion or conduct of a private lottery which has been permitted under the Private Lotteries Act Cap 250, is forbidden on the Club's premises. The introduction of materials for gambling or drug taking and of bad characters into the premises is prohibited.
- b) The funds of the Club shall not be used to pay the fines of Members who have been convicted in court of law.
- c) The Club shall not engage in any trade union activity as defined in any written law relating to trade unions for the time being in force in Singapore.
- d) The Club shall not indulge in any political activity or allow its funds and/or premises to be used for political purposes.
- e) The Club shall not hold any lottery, whether confined to its Members or not, in the name of the Club or its office-bearers, Committee or Members unless with the prior approval of the relevant authorities.
- f) The Club shall not raise funds from the public for whatever purposes without the prior approval in writing of the Assistant Director Operations, Licensing Division, Singapore Police Force and other relevant authorities, where necessary.

PART VII: DISSOLUTION

52. DISSOLUTION OF THE CLUB

- a) The dissolution of the Swiss Club, Singapore, may only be proceeded with if the resolution to this effect is passed unanimously by all ordinary members resident in Singapore at such time, and all members shall be jointly liable for the Club's pending engagements. Any surplus of funds resulting from the dissolution of the

Club shall be taken care of and invested in gilt-edged securities by trustees, who shall be nominated at the general meeting deciding on the dissolution of the Club, it being a provision of this rule that if at a future date a new Swiss Club serving the same objects, shall be formed in Singapore, such funds shall be handed to the new club. If after expiration of 10 years no new Swiss Club has been formed in Singapore, such funds shall be handed over by the trustees on behalf of the dissolved Swiss Club to a charitable or patriotic institution in Switzerland.

- b) The trustees shall have such rights and responsibilities as are prescribed by the local law.
- c) Whenever the number of trustees declines below the lawful number, it shall be the duty of the remaining trustees to fill the vacancies immediately.
- d) Notice of dissolution shall be given within 7 days of the dissolution to the Registrar of Societies.