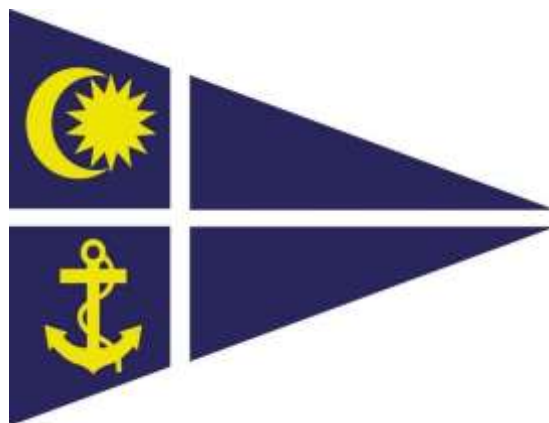


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**CONSTITUTIONAL  
RULES  
OF  
ROYAL SELANGOR YACHT CLUB**

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KELAB PELAYARAN SELANGOR DIRAJA



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UPDATED : MAY 2019

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## Rules of the Royal Selangor Yacht Club

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### 1 Name

The name of the Club is Kelab Pelayaran Selangor Diraja (Royal Selangor Yacht Club) hereinafter referred to as "The Club".

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### 2 Burgee

- (a) The Burgee of the Club shall consist of a pennant bearing a white cross on a navy blue background with the Malaysian crescent and star in the first quarter and a fouled anchor in the third quarter in yellow.
  - (b) The burgee shall customarily be flown at the truck of the main mast. Exceptionally, or in the case of difficulty in racing yachts, it may be flown up close to the starboard yardarm or spreader.
  - (c) The Flag Officers shall be entitled to fly the following distinguishing flags: -
    - (1) Commodore – A dark blue swallow-tailed flag displaying the same device as the Burgee with one ball in the hoist.
    - (2) Vice Commodore – A flag similar to that of the Commodore with two balls in the hoist.
    - (3) Rear Commodore – A flag similar to that of the Commodore with three balls in the hoist.
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### 3 Definitions and Interpretation

#### 3.1 Definitions

- (a) In these Rules and all Bye-Laws made hereunder, unless there be something repugnant in the subject matter or context: -

**Bye-Laws** shall mean the Bye-Laws of the Club made by the Committee from time to time.

**Club** shall mean the Royal Selangor Yacht Club or Kelab Pelayaran Selangor

Diraja. **Club Website** shall mean the website of the Club at [www.rsyc.com.my](http://www.rsyc.com.my).

**Committee** shall mean the Committee of the Club duly elected in accordance with these Rules.

**Financial Year** shall mean a calendar year from 1 January to 31 December.

**General Meeting** shall mean the Annual General Meeting or any Extraordinary General Meeting of the Club convened in accordance with these Rules.

**Members** shall mean Preference Members, Ordinary Members, Temporary Members, Social Members, Youth Members, Honorary Members and Life Members.

**Notice Board** shall mean the designated notice board(s) placed in a prominent open area of the Club and shall include a designated page on the Club Website.

**Rules** shall mean these Rules, as amended from time to time in accordance with the provisions of these Rules and "Rule" shall be construed accordingly.

**State** shall mean the State of Selangor, Malaysia.

### **3.2 Interpretations**

- (a) Words in the singular include the plural and the other way around. Words of one gender include any gender.
- (b) Headings and boldings are only for convenience and do not affect interpretation.
- (c) The Committee is the sole authority for the interpretation of these Rules and of the Bye-Laws made hereunder and the decision of the Committee thereon shall be final and binding on all Members.

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## **4 Objectives**

The objectives of the Club are:

- (a) To foster the sport of yachting, yacht racing, motor boating, fishing, and all other marine sports and related recreational and social activities, which the Club considers beneficial to the Members.
- (b) To provide the Members with facilities for mooring, anchoring, berthing, pontoons, storage, repair, chandlery, fuelling, water and electricity supply and all other facilities related to the sports.
- (c) To provide food and beverage facilities and accommodation for the use of the Members or any other person as approved by the Committee under these Rules.
- (d) To buy, acquire, supply, sell and deal in all kinds of food and refreshments, liquors, provisions required or used by the Members and such other persons privileged or authorised in accordance with these Rules of the Club.

- (e) 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 propositions.
- (f) To enter into reciprocal arrangements with any association or club so that the members thereof may enjoy privileges, amenities and facilities of the Club and vice versa.
- (g) To advance monies or give credit to any person or company, to guarantee and to give guarantees or indemnities for the payment of monies or the performance of contracts or obligations by any person or company, to secure or undertake in any way the repayment of monies advanced to, or the liabilities incurred by any person of company and otherwise to assist any person or company provided that any such advance, credit, guarantee, indemnity, security, undertaking or assistance shall not exceed ten percent (10%) of the Club's net tangible asset value at one time and not exceed a total of fifteen percent (15%) of the Club's net tangible asset value in any Financial Year except with the approval of a General Meeting, of which resolution due notice shall have been given.
- (h) To conduct the finances of the Club, and to invest and deal with the monies of the Club not immediately required upon such securities and in a manner as may from time to time be determined.
- (i) To make, alter, add to or repeal any Bye-Laws regulating the affairs of the Club or any matter not provided for in these Rules.
- (j) To raise funds from contribution or through levies, from the Members for any development, acquisition, administration and welfare purpose, or for any such cause that in the opinion of the Committee is necessary, and that such contribution or levy payable from each Member shall not exceed twenty (20) times the current subscription when the contribution or levy shall be made, from the time specified, outright or over a period as may be determined by the Committee, and it shall be approved by any General Meeting.
- (k) To accept, purchase, take on lease or in exchange or otherwise occupy or acquire any land or building which may be requisite for the purpose of or conveniently used in connection with the objects of the Club and to lease, rent, sell, charge, give in exchange or dispose of the same or any part thereof provided that any such transaction above shall not exceed ten percent (10%) of the Club's net tangible asset value at one time and not exceed a total of fifteen percent (15%) of the Club's net tangible asset value in any Financial Year except with the approval of a General Meeting, of which resolution due notice shall have been given.

- (l) To borrow or raise funds and give security for money charge upon all or any part of the property of the Club or otherwise howsoever provided that any such borrowing or raising of funds or giving of security shall not exceed ten percent (10%) of the Club's net tangible asset value at one time and not exceed a total of fifteen percent (15%) of the Club's net tangible asset value in any Financial Year except with the approval of a General Meeting, of which resolution due notice shall have been given;
- (m) To rent out, lease or sub-lease part of the Club building or premises within the confines of the terms and conditions as may be provided in the lease agreements between the Club and the tenants;
- (n) To enter into agreements with a sponsor or sponsors to engage in the activities or outlets of the Club, with the sole purpose of raising funds to meet expenditure or for income, whereupon the Club may grant rights to the sponsor or sponsors to promote its or their names, in conjunction with the Club or using such name as the Club may approve for the duration of the activity, or such length of time as in the opinion of the Club is necessary.
- (o) To subscribe or contribute to charitable, religious, patriotic and deserving objects provided that not more than Malaysian Ringgit Five Thousand (RM5,000.00) may be subscribed or contributed to any single object at one time and not more than a total of Malaysian Ringgit Ten Thousand (RM10,000.00) may be subscribed or contributed in any Financial Year except with the approval a General Meeting, of which resolution due notice shall have been given.

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## **5 Members**

### **(a) Patron**

The Patron of the Club shall be His Royal Highness, The Sultan of Selangor.

### **(b) Life Commodore**

The Life Commodore of the Club shall be His Highness, The Raja Muda of Selangor.

## **5.1 Classes**

The Club shall consist of Members of the following classes: -

### **(a) Preference Members**

- (1) Preference Members shall be over the age of eighteen (18) years and this class of membership is sub-divided into the following sub-categories:

- (a) Resident Members;
  - (b) Absent Members;
- (2) Resident Members are Preference Members residing in the territories of Malaysia, and Singapore.
  - (3) Absent Members are Preference Members residing temporarily or permanently outside the territories of Malaysia and Singapore, for a period as defined in Rule 10.1.
  - (4) Preference Members are persons over the age of eighteen (18) who are specifically interested to participate and enjoy the sport of yachting, yacht racing, motor boating, fishing and all other marine sports and related recreational and social activities, mooring, anchoring, berthing, pontoons, storage, repair, chandlery, fuelling, water and electricity supply and all other facilities related to the sports, food and beverage facilities and accommodation for the use of the Members or any other person as approved by the Committee under these Rules.
  - (5) Preference Members shall pay prior to election, an entrance fee as stated in Rule 12(a) and deposits as stated in Rule 12(b) of this constitution.
  - (6) Preference Members shall pay subscriptions as stated in rule 13(a).
  - (7) A Preference Member has full voting rights and has equitable interest in the clubs assets and liabilities.
  - (8) Only a Preference member may be elected as a Flag Officer, or serve as Honorary Secretary or Treasurer of the Club.
  - (9) A Preference or Life member may transfer his/her membership to any other qualified person subject to the following conditions:-
    - (a) the Preference Member has been a member of the Club for a minimum of ten years.
    - (b) the proposed transferee has been duly elected subject to clause 9 of these rules.
    - (c) the Preference Member has no current outstanding debt with the club.
    - (d) the Preference Member has not been suspended or expelled subject to rule 11.3.
    - (e) that the Preference member pays to the Club, upon election of the proposed member, an administrative fee equivalent to 20% of the



Prevailing Preference Member entrance fee and the proposed member a charge of RM2,500.00 in addition to any deposits required under Rule 12(b). In the event the proposed member is the spouse or child of the transferor the administrative fee may be waived.

- (10) A Preference Member is an existing Ordinary Member of the Club as at 15th June 2013.

**(b) Ordinary Members**

- (1) Ordinary Members are persons over the age of eighteen (18) who are specifically interested to participate and enjoy the sport of yachting, yacht racing, motor boating, fishing and all other marine sports and related recreational and social activities, mooring, anchoring, berthing, pontoons, storage, repair, chandlery, fuelling, water and electricity supply and all other facilities related to the sports, food and beverage facilities and accommodation for the use of the Members or any other person as approved by the Committee under these Rules;
- (2) Ordinary Members shall pay prior to election, an entrance fee as stated in Rule 12(a) and deposits as stated in Rule 12(b) of this constitution.
- (3) Ordinary Members do not have any right to vote on any other matters except the appointment of ordinary committee members. They have no right to propose candidates for membership and shall have no share in the property and assets of the Club.
- (4) An Ordinary Member may second candidates for memberships and shall only have a persuasive voice in the affairs of the Club.
- (5) Ordinary Members shall pay subscriptions as stated in rule 13(a).
- (6) Any Ordinary Member can apply to become a Preference Member upon the payment of the difference between the amounts paid for entrance fee and deposits at the time of election as Ordinary Member and the entrance fee and deposits for Preference Members relevant at the time of exercise of such conversion, subject to approval by the Committee and subject to Rule 9.3 and Rule 9.4 herein.
- (7) Subject to the approval of the Committee, any Ordinary Member can apply for the conversion of his/her membership to become a Preference Member five years after the date of joining the Club provided that the respective Member is in good standing with the Club. There will be no additional payment, i.e. administrative fees, required for such a conversion.

**(c) Corporate Members**

- (1) Corporate Members are Ordinary Members who are nominated by a Corporate Body or Society incorporated or registered in Malaysia as the case may be. A Corporate Member shall be required to pay a special entrance fee as stated in Rule 12 (a), deposits as stated in Rule 12(b) and monthly subscription as stated in Rule 13(a). Each Corporate Member may nominate two (2) nominees whose names shall be submitted to the Committee for approval. Any change in the nominees shall be subject to the Committee's approval and shall be levied with a fee as will be determined by the Committee. Each Corporate Member which consists of two (2) nominees shall be allowed one (1) Ordinary Member voting right only. The total number of Corporate Members shall not exceed at any time, ten percent (10%) of the total number of Preference Members existing. The Committee shall have the absolute discretion to decide whether or not to approve a nominee or replacement nominee of a Corporate Member without having to give reasons for its decision. In the event the Committee shall not approve a nominee nominated by a Corporate Member, the Corporate Member shall (subject to these Rules) be entitled to nominate another nominee until such time as and when one (1) of its nomination is approved. In the event a Corporate Member shall fail to pay the Club any amount due to it, then without prejudice to the rights, entitlement and claims of the Club against such Corporate Member, the Club shall be at liberty to demand payment of such outstanding amount(s) from the nominee or nominees of that Corporate Member and such nominee or nominees shall immediately on demand pay the Club for and on behalf of that Corporate Member the amount(s) due to the Club.
- (2) Corporate Members do not have any right to vote on any other matters except the appointment of ordinary committee members. They have no right to propose candidates for membership and shall have no share in the property and assets of the Club.

**(d) Temporary Members**

- (1) Temporary Members are persons over the age of eighteen (18) years who are elected for a maximum period of two (2) years. Temporary Members shall pay prior to election, an entrance fee as stated in Rule 12(a) and deposits as stated in Rule 12(b) of this constitution.
- (2) At any time within the two (2) year period, Temporary Members are eligible to apply to become an Ordinary Member upon the payment of the difference between the amount paid at the time of election as Temporary Member and the entrance fee for Ordinary Members relevant at the time of exercise of the conversion.

- (3) A Temporary Member does not have any right to vote nor any right to propose or second candidates for membership and shall have no share in the property and assets of the Club and shall have no voice in the affairs of the Club.
- (4) Monthly subscription for Temporary Members shall be double that for Ordinary Members.

**(e) Social Members**

- (1) Social Members are persons over the age of eighteen (18) years who are solely interested in non-boating and non-sailing social activities of the Club who are approved by the Committee to join the Club for a period of one (1) year. Persons approved by the Committee to become Social Members, shall prior to such approval, pay a non-refundable annual subscription of Malaysian Ringgit One Thousand (RM1,000.00). Social Members are not required to pay an entrance fee.
- (2) Social Members may renew their annual membership on the same terms subject to the consent of the Committee.
- (3) At any time within the one (1) year annual membership period, Social Members are eligible to apply to become an Ordinary Member by paying the full subscription and the entrance fee for an Ordinary Member.
- (4) A Social Member does not have the any right to vote nor any right to propose or second candidates for membership and shall have no share in the property and assets of the Club and shall have no voice in the affairs of the Club.
- (5) Social Members are not entitled to use the yachting, yacht racing, motor boating, fishing and all other marine sports and related facilities of the Club including but not limited to facilities for mooring, anchoring, berthing, pontoons, storage, repair, chandlery, fuelling, water and electricity supply and all other facilities related to the sports of the yachting, yacht racing, motor boating, fishing and all other marine sports.

**(f) Youth Members**

- (1) This class of membership is open to Malaysian citizens between the ages of sixteen (16) years and twenty-five (25) years. Upon election, a Youth Member shall pay an entrance fee as stated in Rule 12(a) and deposits as stated in Rule 12(b) of this constitution subscription as stated in clause 12 (d) of these rules.
- (2) A Youth Member does not have any signing rights, nor any right to vote, nor any right to propose or second candidates for membership and shall

have no share in the property and assets of the Club and shall have no voice in the affairs of the Club.

**(g) Honorary Members**

- (1) The Committee for such period of time and on such conditions as they think fit and appropriate including but not limited to the period of membership may invite individuals to become Honorary Members.
- (2) Honorary Members shall be entitled to all the privileges of and subject to all the restrictions imposed on Ordinary Members, save that an Honorary Member does not have any right to vote nor any right to propose or second candidates for membership and shall have no share in the property and assets of the Club and shall have no voice in the affairs and management of the Club and shall not in any way be liable for the Club's debts. They shall not pay a monthly subscription.
- (3) The membership of an Honorary Member shall expire either:
  - (a) In the case of individuals being elected as a Honorary Member by reason of him holding any official post in any government authority, upon him vacating such official or his transfer to a similar post in another place; or
  - (b) If the Committee votes in favour of terminating the membership.
- (4) At any time within six (6) months after the expiry of the membership of any Honorary Member, such Honorary Member is eligible upon election to convert his membership to that of an Ordinary Member and the entrance fee for Ordinary Member relevant at the time of exercise of the conversion shall be waived.

**(h) Life Members**

- (1) The Committee shall have the power to nominate as Life Members any Member who in its opinion has rendered outstanding services to the Club but such election shall not take effect unless and until the same is confirmed at a General Meeting following such nomination.
- (2) Life Members shall have the privileges of any Preference members but they will not be liable in any way for the debts or liabilities of the Club and shall be exempted to pay any further subscription.

**5.2 Limitation on number of Members**

The Committee may at any time limit the number of Members of any class.

## **6 Guests**

- (a) All Members shall have the privilege of introducing ladies or gentlemen as guests so long as such introduction does not interfere with the convenience of other Members, provided that the Member introducing the guest shall on each day on which the guest is in the Club enter the name and address of such guest in a book provided for that purpose.
- (b) Members of recognised Yacht or Rowing or Motor Boat Clubs visiting but not resident in the State of Selangor, Malaysia or the Federal Territories of Kuala Lumpur and Putra Jaya, Malaysia, may, on presentation of their club membership card and/or introductory letter and on their names being entered in the visitor's book by the Honorary Secretary or any Officer of the Club, be admitted as guests for a period of their visit.
- (c) Members of the Royal Malaysian Navy and members of Visiting Foreign Navies shall be admitted as Guests for the period of their visit.
- (d) The Club shall be entitled to charge the introducing Member or nominees of Corporate Members such fee as may be determined by the Committee for the utilisation of the services and/or facilities of the Club by their guests(s). All fees shall be signed for by the introducing Member or nominees of Corporate Members and debited from his account with the Club before the use of any services and/or facilities of the Club.
- (e) Notwithstanding anything stated in these Rules, the Club may at its discretion refuse to permit any guest to use the services and/or facilities of the Club if it is of the opinion that such use of the services and/or facilities may interfere with the convenience of or use by Members or will cause such facilities to be over-crowded or if such facilities is closed for competition or repairs/maintenance.
- (f) The introducing Member or nominees of Corporate Members shall be responsible for all fees charges and expenses incurred by his guests at the Club and shall also be responsible for the proper conduct of his guests and the due observance of these Rules and Bye-Laws of the Club by his guests.
- (g) Any person, or former Members, or nominees of Corporate Members, or Privileged Persons, or Visiting Yachtsmen who have been expelled, or Members or nominees of Corporate Members who are under suspension, shall not be admitted as guests.

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## **7 Privileged Persons**

- (a) Persons other than Members (referred to collectively as “Privileged Persons”) may be admitted to the privileges, facilities and amenities of the Club.
- (b) Privileged Persons shall be divided into the following categories: -
  - (1) Visiting Yachtsmen;
  - (2) Candidates for membership;
  - (3) Spouse of Members;
  - (4) Children of Members under the age of eighteen (18) years;
  - (5) Guests of Members;
- (c) Such other privileged persons as the Committee may, from time to time prescribe by Bye-Laws.

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## **8 Visiting Yachtsmen**

- (a) Any person not being resident in the State of Selangor, Malaysia or the Federal Territories of Kuala Lumpur or Putra Jaya, Malaysia, may become a Visiting Yachtsman for a period not exceeding three (3) months upon registration at the Club’s office upon arrival at the Club.
- (b) The privileges of a Visiting Yachtsman shall immediately end:
  - (1) upon the Visiting Yachtsman being proposed for membership of any class;
  - (2) when the Visiting Yachtsman gives notice in writing to the Club of his desire that such visiting privilege conferred by the Club shall cease;
  - (3) upon Visiting Yachtsman’s expulsion or the termination of the privileges of the Visiting Yachtsman;
  - (4) upon expiry of the three (3) months period;

- (5) if the Visiting Yachtsman fails to comply with these Rules or any Bye-Laws or fails to pay any moneys due and payable on the due date; or
  - (6) otherwise in accordance with this Rule 8.
- (c) Visiting Yachtsmen shall be charged a daily rate for any mooring and use of Club's facilities and/or services as determined by the Committee and shall pay such security deposit if any, as may be required and determined by the Club and determined at the discretion of the Committee.
  - (d) A Visiting Yachtsman does not have any right to vote nor any right to propose or second candidates for membership and shall have no share in the property and assets of the Club and shall have no voice in the affairs and management of the Club.
  - (e) A Visiting Yachtsman shall be treated and have the same status as a guest of a Member and the provisions in these Rules applicable to guests shall also apply to the Visiting Yachtsman. A Visiting Yachtsman shall not have any credit facility from the Club.
  - (f) The Committee may at any time suspend and may, after due notice and enquiry, expel or terminate the privileges of any Visiting Yachtsmen, which, in the opinion of the Committee is injurious to the Club or renders him unfit to associate with the Members.

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## **9 Membership admission**

### **9.1 Election by Committee**

Subject to Rule 9.6, all Members shall be elected by the Committee, such election shall be by vote and no candidate shall be elected unless one half (1/2) of the Committee shall have recorded favourable votes.

### **9.2 Proposer and seconder**

Candidates for admission to the Club as Members shall be proposed by a Preference Member and seconded by a Preference or Ordinary Member, who must themselves be Members for at least one (1) year and who must sign the prescribed proposal form.

### **9.3 Proposal Form**

- (a) The proposal form shall contain the name, occupation, and marital status and shall be completed fully and properly and be signed by the candidate

confirming his wish to become a Member and counter-signed by the proposer and seconder.

- (b) The proposal form shall be forwarded to the Honorary Secretary who shall exhibit it on the Notice Board where it shall remain for a minimum period of one (1) month.
- (c) The candidate shall pay the entrance fee, deposits and subscription as stated in rule 12 & Rule 13, together with the submission of the duly and properly completed and signed proposal form and shall thereafter enjoy all the privileges of a Privileged Person.
- (d) Subject to no objection to the application being lodged by any Member of the Club within the period of one (1) month, the candidate shall be required to attend an interview before a Committee panel. The proposer and seconder are responsible for briefing the candidate on the procedures for admission. Interview panels will be held every month, unless no candidates are presented. In the event that a candidate fails to attend an interview within three (3) months of the first invitation the application shall lapse.
- (e) Nothing in this Rule 9 shall absolve candidate or a newly elected Member from his liabilities to the Club for the entrance fee and subscription and any other monies at any time due and owing to the Club.

#### **9.4 Election Period**

- (a) Full membership privileges shall not be deemed to commence until the expiry of one (1) year or any extended period, as may be determined by the Committee. This period is termed the Election Period and shall commence with effect from the date of the candidate's election to membership by the Committee. During the Election Period, a candidate does not have any right to vote nor any right to propose or second candidates for membership and shall have no share in the property and assets of the Club and shall have no voice in the affairs and management of the Club.
- (b) The Committee, may during the Election Period, revoke the election of a candidate, who shall not have recourse to Rule 11.3(b) and in that event, and upon notification, all his privileges shall be withdrawn, and his entrance fee shall be refunded after deduction of all dues payable to the Club.

#### **9.5 Unsuccessful candidate**

An unsuccessful candidate for election shall not be proposed again within a period of six (6) months from the date of the vote except with the consent of the Committee.



## **9.6 Liability of Proposer and Seconder**

The proposer and the seconder of a candidate for membership are jointly and severally liable for the debts to the Club of such candidate should he be removed from Club membership under the provisions of Rule 15.

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## **10 Absence of Members**

### **10.1 Absent Members**

- (a) Any Preference or Ordinary Member who is absent, or is about to be absent, from Malaysia or Singapore for a continuous period in excess of two hundred and seventy five (275) days shall advise the date of his departure and furnish documentary proof to the Honorary Secretary and on receipt of such advice and documentary proof and payment of all dues outstanding by such Member and upon approval by the Committee and upon payment of a non-refundable transfer fee equivalent to six (6) months prevailing Preference Resident subscription fee, the name of such Member shall be kept on the list of Absent Members during his absence for a period not exceeding three (3) years from the date of his approval by the Committee. At the expiration of this period the Member shall cease to be a member of the Club unless he shall have given previous written notice to the Honorary Secretary that he wishes to remain for a further three (3) years on the list of Absent Members and has paid a further fee equivalent to six (6) months prevailing Preference Resident subscription fee, or such fee as may be determined from time to time by the Committee. No member shall be entitled to be on the list of Absent Members while in the territories above, and every member shall give written notice to the Honorary Secretary immediately on his return. During the period a Member is so designated as an Absent Member, he shall be entitled to visit the Club up to a maximum of fourteen (14) days in any Financial Year but he shall be suspended from exercising all rights and privileges of Membership and shall not have any credit facility from the Club.

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## **11 Resignation, Suspension and Expulsion of Members**

### **11.1 Resignation**

Any Member of any class may resign his membership by giving to the Honorary Secretary notice in writing to that effect but such Member shall be liable, in addition to all arrears and other monies (if any) due from him to the Club, to pay the subscription due for the month in which such notice is given.

### **11.2 Re-election**

Any such Member having discharged all his liabilities to the Club and wishing to rejoin and any Member who ceases to be a Member under Rule 10.1 and wishing to rejoin, may be re-elected and the Committee may, at its discretion excuse him any further entrance fee.

### **11.3 Suspension and expulsion**

- (a) If any Member of any class is convicted of grave and/or heinous offence or is guilty of conduct prejudicial to the welfare of the Club, or is adjudged a bankrupt or is in breach of these Rules or is found by the Committee to have abused Rule 10, he shall thereupon, by resolution of the Committee, cease to be a Member. The Committee shall have power in its sole discretion to reinstate him without further entrance fee.
- (b) The Committee may at any time suspend and may, after due notice and enquiry, expel any Member, who, in the opinion of the Committee is injurious to the Club or renders him unfit to associate with the Members. Any Member so expelled shall have the right within fourteen (14) days from the date of the notice of expulsion, shall have the right to require the Committee to call an Extraordinary General meeting as so prescribed in Rule 18.2, and the Committee shall, within fourteen (14) days of receipt of any such requisition convene a meeting accordingly.
- (c) The only business at such Extraordinary General Meeting shall be to approve or disapprove the action of the Committee in expelling such Member. If such action is disapproved, such expulsion shall be rescinded and shall have no effect. The voting at any such Extraordinary General Meeting shall be by ballot and the decision reached by majority vote, with the Chairman of the Extraordinary General Meeting holding a casting vote in the case of a tie.
- (d) A member who has been expelled under Rule 11.3 and whose expulsion has not been rescinded shall be deemed persona non grata and shall not be entitled to the refund of any deposit nor Entrance Fees paid.

### **11.4 Forfeiture of rights and disposal of property**

- (a) A Member of any class shall upon ceasing to be a Member forfeit all rights, if any, to the property and funds of the Club.

- (b) Any Member who has failed to discharge all moneys owing to the Club after all actions taken under Rule 15(b) and Rule 15(c), shall have his assets or asset situated within the Club premises which shall include the mooring areas and pontoons under the Club management or administration, disposed whether by private sale or auction or any other means and manner as determined by the Committee. The proceeds from such sales shall be used to pay the outstanding moneys owing to the Club and the remaining balance shall be forfeited to the Club. If such sale proceeds shall be insufficient to cover the outstanding moneys owing, the Club shall be entitled to take further action to recover the moneys.

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## 12 Entrance Fees and Deposits

Entrance Fees and Deposits shall be paid in full, unless otherwise provided in these

Rules, upon submission of membership applications.

- (a) Entrance fees shall be as follows:

(1) Preference Members:	RM 20,000.00
(2) Corporate Members:	RM 20,000.00
(3) Ordinary Members:	RM 5,000.00
(4) Temporary Members:	RM 2,000.00
(5) Youth Members:	RM 50.00

- (b) An additional Security (Refundable) Deposit shall be paid upon entrance as follows:

(1) Preference members:	RM 1,500.00
(2) Corporate Members:	RM 5,000.00
(3) Ordinary Members:	RM 1,500.00
(4) Temporary Members:	RM 1,500.00

- (c) The Committee shall have power to increase fees at any time they think fit, provided that such increase shall not exceed a twenty percent (20%) increase at any time nor shall be increased within six (6) calendar months of any previous increase in such fees.

- (d) Any increase in the entrance fee under Rule 12(a) or deposits under Rule 12(b) above shall require to be confirmed at the following Annual General Meeting and if not confirmed shall be declared null and void and that portion of the entrance fee shall be refunded to the Member concerned.
- (e) The Committee may, as its discretion waive or reduce the entrance fee of any Member, or permit the entrance fee to be paid by instalments.

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### **13 Subscription**

- (a) The subscription shall be payable monthly in advance. The current rate of monthly subscription is as follows:
  - (1) Preference Members: RM 90.00
  - (2) Ordinary Members: RM 90.00
  - (3) Corporate Members: RM 200.00
  - (4) Temporary Members: RM 200.00
  - (5) Youth Members: RM 30.00

All Subscriptions are subject to the prevailing Government Tax(es).

- (b) The monthly subscription rate shall be determined by the Members in General Meetings by a majority vote.
- (c) The Committee shall have power to increase the subscription at any time they think fit provided that such increase shall not exceed a twenty percent (20%) increase at any time nor shall be increased within six (6) calendar months of any previous increase in subscriptions.
- (d) Any increase in subscription under Rule 13(c) above shall require to be confirmed at the following Annual General Meeting and if not confirmed shall be declared null and void and that portion of the subscription paid during the period representing the increased subscription shall be refunded to the Members concerned.
- (e) The Committee may at its discretion waive or reduce the subscription of any Member.
- (f) All subscriptions due from any Member shall be payable as from the first day of the calendar month in which the same become due. Any person becoming a Member from which subscription is due shall pay a

subscription for the whole of the calendar month in which he becomes a Member.

- (g) Senior Members: Any Preference Member who is sixty five (65) years of age or over, of good standing and character as determined by the Committee and whose years of continuous membership added to his age total ninety (90) or more, may apply to the Committee for a waiver of the subscription. The Committee may at its discretion waive the subscription of any such Preference Member and such waiver will apply only from the month following such approval by the Committee.

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## **14 Failure to Pay**

Should any newly elected Member fail to comply with the provision of Rule 12 or Rule 13 within one (1) month from the date of his election the Committee shall without further notice cause his name to be erased from the books of the Club. Nothing in this Rule 14 shall absolve a newly elected Member from his liabilities to the Club for the entrance fee and subscription and any other monies at any time due and owing to the Club.

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## **15 Members Account**

- (a) The account of each Member and any candidate for membership shall be made up at such time or times as may be decided by the Committee and shall become due and payable when rendered.
- (b) The Committee may at any time and without assigning any reason call upon any Member to pay any amount due to the Club within seven (7) days of such call or may call upon any Member to make a fixed deposit or to keep his account in credit and when such credit is exhausted he may be notified in writing by the Honorary Secretary by registered post calling upon him to pay within seven (7) days such amount to the credit of his account as the Committee may decide.
- (c) If a Member shall fail to pay any monies due by him to the Club before the expiration date of one (1) calendar month from the date when the same became due or if called upon to pay the same within seven (7) days under this Rule 15 he shall fail to pay the same within further seven (7) days after the notice from the Honorary Secretary requiring payment has been posted to him by registered post, the Committee shall be entitled by resolution to suspend such Member from all activities of the Club and to post such Member as a defaulter.

- (d) If any monies due and owing to the Club remain unpaid for the period of fourteen (14) days from the date of posting, the Member in default shall cease to be a Member of the Club and his name shall be erased from the books of the Club and the Committee shall be entitled to dispose of his assets or asset situated within the Club premises which shall include the mooring areas and pontoons under the Club management or administration, whether by private sale or auction or any other means and manner as determined by the Committee and use the proceeds from such sales to pay the outstanding moneys owing to the Club and forfeit the remaining balance to the Club and if such sale proceeds shall be insufficient to cover the outstanding moneys owing, the Club shall be entitled to take further action to recover the moneys.
- (e) A defaulting Member may, upon full settlement to the Club of all outstanding monies, apply in writing to the Committee to have his membership privileges reinstated. The Committee reserves the right to decide on whether to readmit the defaulter, and on what terms his membership may be resumed. This may include a limit or denial of credit facilities at the Club, the deposit of a sum of money against future expenses, and any other such restriction that the Committee may deem appropriate.
- (f) Without prejudice to any other rights of the Club, in the event a Member shall fail to pay or be late in paying any amount due to the Club (or any part thereof), the Club shall be entitled to charge the Member interest at the rate of one percent (1%) per month or such other rate as may be determined by the Committee from time to time at its absolute discretion on the amount(s) due and outstanding to it from due date until date of full and final payment of all such amount(s).

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## **16 Management**

### **16.1 Committee**

- (a) The Club shall be managed by a Committee to be elected every two (2) years at the Annual General Meeting consisting of three (3) Flag Officers, and seven (7) Members (consisting of a maximum of 3 Ordinary Members).
- (b) The Officers of the Club shall consist of three (3) Flag Officers; namely a Commodore, Vice Commodore and a Rear Commodore, all of whom shall have been Preference Members for at least five (5) years paying a full subscription, or Life Members, and shall have served as Committee Members at any time or any one time for a total of two (2) years. They must be a yachtsmen or boatmen or sports fishermen owning boats or part

owning boats and must be seen to be actively participating in the furtherance of Rule 4 for pleasure only.

- (c) The seven (7) Members elected to the Committee, consisting of Preference members and a maximum of 3 Ordinary members shall have been Members paying a full subscription for at least two (2) years, or Life Members. They must be yachtsmen, boatmen, or sport fishermen or be seen to be actively participating in the furtherance of Rule 4 for pleasure only.
- (d) The immediate past Commodore shall be as ex-officio member of the Committee for a period of two (2) years without a voting power.
- (e) The Committee shall elect from the Preference members, an Honorary Secretary and an Honorary Treasurer from among their number at the first (1st) Committee Meeting following the Annual General Meeting electing the Committee.
- (f) In the case of any vacancy created by resignation or otherwise of Flag Officers, or Committee Members, the Committee may appoint one of themselves or some other eligible Members to act in any such office as may be vacated until next Annual General Meeting.
- (g) Candidates for election to the Committee at the Annual General Meeting shall be Preference members only for flag officers and a maximum of three (3) Ordinary Members paying a full subscription, or Life Members, and shall have their names exhibited on the Notice Board not less than seven (7) days before the Annual General Meeting and shall not have been posted as a defaulter, in the case of any candidate for any of the three (3) Flag Officers, during the period of thirty six (36) months prior to election, and in the case of candidates for the other Committee members, during the period of twenty (24) months prior to the election. Every candidate seeking election shall signify in writing his consent to his nomination and his consent to act for the good of the Club if so elected.

## **16.2 Flag Officers**

- (a) They shall upon election serve a term of two (2) years and shall be eligible for re-election. The Commodore may serve a maximum of two (2) consecutive terms of two (2) years.
- (b) A senior Flag Officer present shall preside at all meetings of the Club.
- (c) It shall be the duty of the Vice Commodore and the Rear Commodore to assist the Commodore in his duties.

### **16.3 Sub-committee**

- (a) The Committee may appoint a sub-committee or sub-committees to be constituted as the Committee think fit and may delegate to such sub-committee or sub-committees or officials such of its duties or powers as the Committee think fit.
- (b) A representative of such sub-committee may be invited to attend Committee meetings to report on the activities of the sub-committee but if not an elected member of the Committee shall have no vote at such meeting of the Committee.

### **16.4 Powers of Committee**

The Committee shall have the power and the authority to introduce or to repeal Bye-Laws of the Club, in accordance with Rule 25.

### **16.5 Committee Meetings**

The Committee shall meet once a month. Four (4) of its number shall form a quorum. The Chairman who shall be the senior Flag Officer present shall have a second or casting vote in the event of a tie. A meeting of the Committee shall be called on the requisition in writing of any four (4) of its members by the Honorary Secretary.

### **16.6 Conduct of Committee Members**

Any member of the Committee who fails to attend three (3) consecutive meetings without reasonable cause as determined by the Committee, or is posted as a defaulter, will be deemed to have resigned from the Committee.

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## **17 Accounts**

- (a) True accounts shall be kept of the sums of money received and expended by the Club and the matter in respect of which such receipt and expenditure takes place and the property credits and liabilities of the Club and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed by the Committee shall be opened to the inspection of the Members.
- (b) The accounts of the Club shall be audited by an Auditor who not being a member of the Committee will be elected at each Annual General Meeting. He will be required to audit each year's accounts and present a report on them at the Annual General Meeting. He may be required by the Committee to audit the Club accounts for any period within his tenure of office at any



date and make a report to the Committee. The Auditor may be an honorary appointment or a paid professional firm. Should the position become vacant after election the Committee is empowered to appoint a replacement.

- (c) The audited annual accounts of the Club shall be presented for acceptance by the Members at the Annual General Meeting.

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## **18 General Meetings**

### **18.1 Annual General Meeting**

- (a) The Annual General Meeting shall be held not later than the month of April in each year for the purpose of electing the Committee when due for election (which is every two (2) years), and receiving a report on the general affairs of the Club, a Financial Statement made up to previous 31st December and of considering any other matters which may be properly brought before such a meeting.
- (b) Save as otherwise herein provided a Preference Member paying full subscription or Life Member may bring before the Annual General Meeting any matter, with the exception of matters relating to landed assets in which case Rule 24 (c) shall apply, of which he shall give seven (7) days prior notice in writing to the Honorary Secretary. The Chairman shall allow such other matters to be discussed as he considers relevant to or associated with any matter properly brought before the said meeting upon which the Chairman's decision shall be final.

### **18.2 Extraordinary General Meeting**

The Committee shall call an Extraordinary General Meeting on the written requisition, with the exception of matters relating to landed assets in which case Rule 24 (c) shall apply, of thirty (30) Members paying a full subscription, and consisting of a minimum of 20 Preference members, or Life Members, and the Committee shall have the power to do so at any time when they may deem it necessary. Notice in writing shall at the same time be given to the Honorary Secretary of the business to be transacted at such meeting and no other business shall be discussed at such a meeting.

### **18.3 Notice of General Meeting**

Notice of every General Meeting setting forth the business to be transacted at such General Meeting shall be sent to each Member paying a full subscription and Life Member fourteen (14) clear days before the date of the meeting by post or circular

and shall be posted on the Notice Board for the same period and the notice may, at the discretion of the Committee also be advertised in one or more of the local journals or newspapers. The accidental omission to give any such notice to any of the Members shall not invalidate any resolution passed at any such meeting provided the notice shall have been posted on the Notice Board as provided by this Rule 18.3.

#### **18.4 Quorum**

- (a) If thirty (30) of the Members paying full subscription, consisting of a minimum of 20 Preference members, and Life Members are present at the commencement of any General Meeting such meeting shall be competent to transact all business before it except the passing of a resolution to wind up the Club.
- (b) If within thirty (30) minutes from the time appointed for the meeting, a quorum shall not be present the meeting shall stand adjourned to the same day in the next week at the same time and place. If at such adjourned meeting a quorum shall not be present those members who are present shall be deemed to be a quorum and may do all business, which a full quorum might have done. However, they shall have no power to amend existing Rules or to pass a resolution to wind up the Club.

#### **18.5 Decision**

- (a) Every question shall be decided by a majority of the Preference Members paying a full subscription and Life Members present and voting at any meeting at which such question is discussed save where by these Rules any other majority is required to decide such question. The Chairman shall have the casting vote at every General Meeting. All Members paying a full subscription and Life Members shall be entitled to attend any General Meeting. The decision of the Preference Members paying a full subscription and Life Members at any such meeting shall bind all Members.
- (b) All candidates for, who have secured the highest votes at an Annual General Meeting, shall be deemed to be elected. In the event of two (2) or more candidates securing the same number of votes, the election process shall be repeated by secret ballot of those eligible voting Members present. If a tie occurs in the second election, the Chairman shall have a casting vote to resolve the tie and such decision shall be final and binding on all Members.

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### **19 Rules Amendments**

Subject to the consent of the Registrar of Societies being obtained, any Rule may be repealed or amended and any new Rule inserted at any time provided such repeal or amendment be approved and passed at the Annual General Meeting or at an Extraordinary General Meeting of the Preference Members and Life Members. Notice of the proposed repeal or amendments must be given to the Honorary Secretary and the same shall be clearly stated in writing. No repeal or amendments shall be proposed at any General Meeting unless fourteen (14) clear days have elapsed between the date of the giving of such notice and the date of the General Meeting.

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## **20 Winding Up**

- (a) A resolution to wind up the Club shall not be passed except at a General Meeting convened for the purpose and with the consent of not less than three fifths (3/5) of the Preference Members and Life Members not absent from the State of Selangor.
- (b) In the event of such winding up all debts and liabilities legally incurred on behalf of the Club shall be fully discharged and the remaining funds will be distributed equally among the Preference Members who pay a full subscription and Life Members at the time or be disposed by the General Meeting.
- (c) Notice of the winding up shall be given within twenty one (21) days of the Resolution requiring this to the Registrar of Societies.

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## **21 Notices**

- (a) It shall be the duty of all Members to keep the Honorary Secretary informed of their addresses and all changes of address.
- (b) Any notice may be sent to any Member at his last known address and upon the posting of such notice the said notice shall be deemed to have been given and received by such Member for any purpose required by these Rules.

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## **22 No liability**

- (a) The Club shall not be liable in the respect of the death or personal injuries of Member or his guests or his employees or any other person present in the Club premises arising in any way whatsoever from his membership or

presence in the Club or through his or their use or enjoyment of the Club, its amenities, privileges or facilities on land or at sea including but not limited to the mooring areas and pontoons under the Club management or administration or otherwise howsoever arising.

- (b) The Club shall not be liable for any loss of or damage howsoever caused to any property or articles whatsoever brought upon the Club's premises including but not limited to the mooring areas and pontoons under the Club management or administration by a Member or a nominee of the Corporate Member or a member of their family or any of their guests or their employees.
- (c) The Club shall not be responsible for any loss or damage whatsoever and howsoever caused to any motor vehicle of a Member or a nominee of the Corporate Member (or their family members or their guests or their employees), or the contents thereof, whilst parked at the Club premises.
- (d) The Club shall also not be responsible for any accident or injury whatsoever and howsoever caused to any occupant of such motor vehicle at the Club premises.

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## **23 Club Operations**

- (a) The Committee shall ensure that the operations of the Club's activities are adequately staffed with relevant personnel to ensure that services offered to Members are at an acceptable and high standard.
- (b) The Committee shall appoint a General Manager or Senior Executive who shall assume overall responsibility and accountability for the routine operation and administration of the Club. This shall include the Club's finances, the Club's Food & Beverage outlets and the Club's assets both on land and on water. In addition, the General Manager/Senior Executive shall also be responsible for the following:
  - (1) Overall management, supervision and welfare of all Club employees;
  - (2) Compliance of Club Rules and Club's Byelaws by Members and Guests;
  - (3) Organisation and management of Club's activities as sanctioned by the Committee;
  - (4) Attendance of all Committee Meetings.

- (c) The Committee shall determine the Terms and Conditions of Employment and the Remuneration Package of the General Manager/Senior Executive. The General Manager/Senior Executive shall report directly to the Commodore and in his absence the most senior Flag Officer.
- d) The Committee may at its discretion close the Club or any part thereof for any period and for any purpose, which it may consider necessary or desirable, including for purposes of redecoration, refurbishment, repairs or maintenance.
- (e) The Committee shall be empowered to organise and allow functions for the Members and their Guests to be held in the Clubhouse. On such occasions the Clubhouse shall be opened and/or closed to Members at such time or times as the Committee shall decide.
- (f) The Committee shall be entitled to allow permit or licence to any person or persons it deems fit to use the Clubhouse, and any other facilities and amenities of the Club (whether upon terms or otherwise) as it may in its absolute discretion deem fit.

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## **24 Club Property and Assets**

- (a) No Member or nominee of a Corporate Member, or Guest of a Member or nominee of a Corporate Member or Privileged Persons, shall in any circumstances whatsoever take away, or be permitted to take away, or damage, or destroy any property or assets of the Club.
- (b) In the event a Member or nominee of a Corporate Member, or Guest of a Member or nominee of a Corporate Member or any Privileged Person should take away or damage or destroy any property or assets of the Club, the Member or nominee of a Corporate Member, or Guest of a Member or nominee of a Corporate Member or Privileged Persons shall pay to the Club the cost of making good such damage or the cost of replacing such property or assets of the Club. The amount of such costs shall be assessed by the Committee, whose decision shall be final and binding.
- (c) The Club is the beneficial owner of RSYC Pulau Indah Sdn. Bhd. which is registered owner of a plot of leasehold land in Pulau Indah, Selangor, described as Part of Section II on part of mater title PN7942, Lot 74082, Mukim and District of Klang measuring approximately 23 acres of land.
- (d) The Club shall nominate the board of directors of RSYC Pulau Indah Sdn. Bhd. As nominee directors, comprising of not more than six past Commodores with the addition of the sitting Flag Officers, Hon. Secretary,

and the Club Trustees, to oversee and recommend with the approval of the Trustee to the Club at an AGM or EGM on all matters in relation to the Club's landed assets, leased or owned.

- (e) Any proposal or action to develop, dispose or restructure in part or in full the Club's landed assets shall only be proposed by the board of Trustees to the members for approval at a General Meeting convened for this purpose.

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## 25 Bye-Laws

- (a) The Committee may make such Bye-Laws as it may think fit: -
- (1) To prescribe the procedure of the Committee or any of its sub-Committee;
  - (2) For the election of candidates for membership;
  - (3) For the election or admission of Privileged Persons and to prescribe the fees payable by Privileged Persons;
  - (4) For the creation of new classes of Privileged Persons and the cancellation or re-arrangement of existing classes of Privileged Persons and to prescribe and delimit their privileges;
  - (5) For the control of Privileged Persons and for the withdrawal from them of all or any of the privileged amenities or facilities of the Club either temporarily or permanently;
  - (6) For imposing upon Members, Privileged Persons liability in respect of Privileged Persons;
  - (7) For imposing upon Members and Privileged Persons liability for damage done, late fees and fine for breaches of these Rules and Bye-Laws;
  - (8) For the conduct and management of games, sports and pastimes promoted by the Club;
  - (9) For the conduct and management of competitions and tournaments;
  - (10) For the use of the Clubhouse and Club grounds and the mooring areas and pontoons under the Club management or administration;
  - (11) For the use of the residential accommodation of the Club; and

- (12) Generally for any other matters pertaining to the welfare and conduct of the Members and Privileged Persons and for the proper management of the Club.
- (b) Any Bye-Laws as aforesaid shall not be inconsistent with these Rules, provided that in the case of matters arising under Rule 25(a)(3), Rule 25(a)(4) and Rule 25(a)(5) the Committee shall have the power to make Bye-Laws not necessarily consistent with these Rules and in such case, the Bye-Laws shall prevail.
- (c) Any Bye-Laws under this Rule 25 shall be confirmed at a meeting of the Committee subsequent to the meeting at which it was made. The Committee may rescind, alter or add Bye-Laws subject to confirmation as aforesaid.
- (d) Upon confirmation, as aforesaid any Bye-Laws or the revision or alteration of or addition to any Bye-Law shall become binding upon all Members and Privileged Persons. Provided that in the case of the Bye-Laws not consistent with these Rules made by virtue of Rule 25(b) such Bye-Laws shall also be submitted to the next forthcoming General Meeting other than a meeting held under Rule 11.3(c) for confirmation or rejection but in the meantime shall have full force and effect.
- (e) Until rescinded, added to, altered or replaced, any Bye-Laws in force at the time when these Rules shall become binding shall in so far as the same are not consistent with these Rules be binding upon the Members and Privileged Person(s).
- (f) These Rules are presently in force and they and the Bye-Laws are binding on all Members and Privileged Person(s) until superseded or amended.

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## **26 Dissemination of Rules and Bye-laws**

These Rules and the Bye-Laws shall be issued to candidates upon application for membership, and be posted on the Club Website, and shall be available in the Club for the information of Members and every Member and Privileged Persons shall be bound by these Rules and the Bye-Laws and shall be deemed to have full notice thereof whether he shall or shall not have obtained a copy thereof.

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## **27 Club Trustee**

The Trustee/s of the Club shall be appointed by resolution of majority at an AGM or EGM

The role and purpose of the elected Trustee/s is to oversee the conduct of the elected Committee, to approve and ensure that any decision in relation to the Club's landed assets, leased or owned and investments has been made with good commercial sense for the benefit of the Club and in compliance with these constitutional rules.

The following are the current elected Trustees of the Club as at 15<sup>th</sup> April 2018 :

1. Dato' Johan Ariff Bin Abdullah Ariff
2. Abdul Aziz Bin Kadir
3. Dato' Richard Alexander John Curtis
4. Dato' Alex Nah Swee Hua
5. Tan It Beng
6. Jeffrey B. Harris



