

CONSTITUTION

KELAB GOLF BINTULU (BINTULU GOLF CLUB)

CLAUSE 1 NAME

1. The Association shall be known as

KELAB GOLF BINTULU (BINTULU GOLF CLUB)

Hereinafter referred to as "the Association".

2. Meaning of name : **Its an organization of members for playing golf and other recreational activities at Bintulu.**

3. Level : **Negeri**

CLAUSE 2 ADDRESS

1. The registered address is

**KELAB GOLF BINTULU, JALAN TANJUNG KIDURONG, P.O.BOX 1072,
97008 BINTULU, SARAWAK**

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

**KELAB GOLF BINTULU, JALAN TANJUNG KIDURONG, P.O.BOX 1072,
97008 BINTULU, SARAWAK**

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

CLAUSE 3 OBJECTIVE

The objectives of the Club shall be :-

3.1 To promote and carry on social and recreational activities.

3.2 In particular and without derogation form the generality of paragraph 3.1 to promote the games of golf, tennis, squash, swimming, billiards and snooker, bowls and all such other sports, games and pastimes as may from time to time introduced & approved by the Management Committee be deemed desirable.

3.3 To provide and maintain a golf course, swimming pool, tennis courts, squash courts, billiard tables and bowling alleys and activities for all such other sports, games and pastimes as may from time be introduced and approved by the Management Committee.

3.4 To provided the Club House, changing rooms, lavatories, kitchens and other appurtenances, facilities, amenities and conveniences in connection therewith, and to furnish and maintain the same and to permit the same and other property of the Club to be used by members and such other persons as may be authorized by the Management Committee either gratuitously or for payment.

3.5 To purchase, hire, provide and maintain all kinds of equipment, furniture, implements, tools, utensils, periodicals, stationery, cards, games, sporting equipment and all other things required or which may conveniently be used in connection with the Club House, grounds and other premises of the Club by members and other persons frequenting the Club with the authority of the Management Committee and to supply, sell and deal in the same.

3.6 To buy, acquire, supply, sell and deal in all kinds of liquors, provisions, food and refreshments required or used by the members of the Club or other persons authorized to make use of the Club.

3.7 To accept from the Sarawak Government, purchase, take on lease or in exchange or otherwise occupy or acquire any land or buildings which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Club and to lease, sell, charge, give in exchange or dispose of the same or nay part thereof.

3.8 To hire and employ treasurers, secretaries, clerks, managers, servants and laborers and to pay to them and to other persons in return for services rendered to the Club salaries, wages, gratuities and pensions.

3.9 To promote, carry on, and conduct provident funds, pensions schemes and other propositions of a like nature for the benefit of employees of the Club and to contribute thereto and to alter, vary, amend, discontinue and windup and such provident fund, pension scheme, or other proposition.

3.10 To promote and hold either alone or jointly with any association, club, or persons, recreation and athletic meetings, competitions, and matched, and to offer, give, or contribute towards prizes, medals, etc., and promote, give or support dinners, balls, concerts and other entertainments.

3.11 To establish, promote or assist in establishing of promoting, and to subscribe to or become a member of any other association or club whose objects are similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club: provided that no subscription be paid to any such association or club out of the funds of the Club except bonafide in furtherance of the objects of the Club.

3.12 To enter into reciprocal arrangements with any other association or club that members thereof may enjoy the privileges, amenities and facilities of the Club and vice versa.

3.13 To invest and deal with any monies of the Club not immediately required upon such securities and in such manner as may from time to time be determined.

3.14 To borrow or raise and give security for money by the issue of and upon bonds, debentures, debenture stocks, bill of exchange, promissory notes or other obligations or securities of the Club or by charge upon all or any part of the property of the Club or by in any other manner whatsoever.

CLAUSE 4 MEMBERSHIP

4A. MEMBERSHIP APPLICATION

4.1 A candidate applying for full membership will require to be proposed and seconded by Full Members of the Club. Nomination forms must be signed by the proposer and seconder and handed to the Secretary of the Club for approval by the Governing Board. The name of this candidate together with those of the proposer and seconder shall be exhibited on the Club notice board for at least 10 days. Within this period any Full Member may communicate any objection to the Club Secretary in writing. The Governing Board, after considering the objection, if any, may decide to accept or reject the nomination without giving any reason to the applicant.

4.2 Applicants for Family Membership should send an application form to the Secretary, countersigned by a proposer and a seconder who must be Full Member. The Governing Board shall consider their application at their next meeting for approval. If such approval is granted, the applicant shall become a Family Member of the Club upon payment of an entry fee to be fixed by the Governing Board.

4.3 Candidates who fulfill the requirements of Visiting Members under CLAUSE 4.5.4 shall be accepted as such until their nominations are either accepted or rejected.

4.4 The Honorary Secretary shall notify all categories of Members of their election and issue the appropriate membership cards at the time of such notification except in the case of Family members, membership cards are to be issued after payment of entry fee and deposit.

4.5 There shall be ten categories of Members :-

4.5.1 Full Members

4.5.2 Honorary Members

4.5.3 Family Members

4.5.4 Visiting Members

4.5.5 Corporate Members

4.5.6 Absent Members

- 4.5.7 Life Members
- 4.5.8 Junior Members
- 4.5.9 Associate Members
- 4.5.10 Term Member

4.5.1 Full Members

Full members shall be open to all Malaysians of Sarawak origin or other Malaysian residents in Bintulu Division of and above the age of 21 years whom the Governing Board deems fit to confer.

4.5.2 Honorary members

Honorary members shall require one of the following qualifications :-

4.5.2.1 The Tuan Yang Terutama of the State and the Chief Minister and Deputy Chief Ministers of the State shall be by virtue of the offices be Honorary Members.

4.5.2.2 Wives of all Honorary Members shall automatically become Honorary Members.

4.5.2.3 Such other distinguished person as the Club may designate by unanimous vote of all members of the Governing Board.

4.5.3 Family Members

Husbands or Wives and children of Full Members provided that such children are not more than 21 years of age are Family Members.

4.5.4 Visiting Members

Visiting members shall require one of the following qualifications to enjoy the privileges of membership when visiting the Club, without payment of any subscription :-

4.5.4.1 Members of any Clubs with which the Club shall formally agree reciprocal arrangements in accordance with section 21 and who are extended credit in such other clubs.

4.5.4.2 Full members of the Club shall have the privilege of introducing visiting members for a maximum period of one week subject to the approval of the Club Captain.

4.5.5 Corporate Members

4.5.5.1 Corporate Membership shall be open to any Company registered or incorporated under the laws of Malaysia and to any foreign company which has a place of business in Malaysia.

4.5.5.2 Each Corporate Member shall be entitled to nominate not more than two (2) representatives at one time, the number of which to be decided from time to time by the Governing Board, each having the same privilege as that of Full Member of the Club except voting rights at the Annual General Meeting.

4.5.6 Absent Members

4.5.6.1 Any Full Member leaving Sarawak for more than three months, who gives written notice of his intended departure to the Secretary, shall be placed on the list of Absent Members, provided he has paid all amounts due by him to the Club and provided that immediately upon his return, he shall give written notice to the Secretary of his return. Such member but shall be liable for his subscription for the month in which he leaves, and the month in which he returns.

4.5.6.2 Any such member who has been on the Absent Members List for a continuous period of three years shall cease to be a member of the Club thereafter unless before the expiry of such period he pays a fee of \$300.00 in which event he shall continue to be a Member for a further term of three years. Subsequent renewals of such terms of Absent Membership can be made in the like manner as often as the member desires.

4.5.7 Life Members

The Governing Board may confer life membership on any person who has contributed by donation in cash, kind or services. He shall enjoy the same rights as a full member.

4.5.7.1 Subject to sub – Clause 4.5.8.2 the Governing Board may confer life membership on any who has contributed by donation in cash, kind or services. He shall enjoy the same right as Full Members.

4.5.7.2 The number of Life Members so appointed by the Governing Board under sub – Clause 4.5.8.1 shall not be more than Nine (9) members.

4.5.8 Junior Members

4.5.8.1 A junior member shall have no voice or vote in the affairs or management of the Club;

4.5.8.2 A junior member shall not be eligible to introduce any visitor/guest;

4.5.8.3 A junior member shall not be eligible to be a member of the Committee or Sub – Committee;

4.5.8.4 A junior members shall be entitled to make use of the Clubs facilities and participate in the normal Clubs competition;

4.5.8.5 A junior member shall pay an Entrance Fee and monthly subscription;

4.5.8.6 A junior member on reaching the age of twenty-one shall cease to be a junior member and may apply to be a full member by transfer upon the payment of such fees as determined by the Club.

4.5.9 Associate Member

4.5.9.1 The Governing Board may elect a person who is not a Malaysian as an Associate Member.

4.5.9.2 The Entrance Fee and the monthly subscription shall be such sums as may from time to time be fixed by the Governing Board.

4.5.9.3 An Associate Member shall be entitled to all the privileges of a Full Member but shall have no voice in the affairs or management of the Club.

4.5.9.4 An Associate Member shall not be a member of the Management Committee.

4.5.10 Term Member

4.5.10.1 Term Membership shall be open to non Malaysian for a period of six months. Such a member is required to pay six times as much monthly subscription as full member and is exempted from payment of entrance fee and unless invited by the Management Committee he/she is prohibited from joining any competition organized by the Club. It shall be renewable and payable once every six (6) months.

4B. MEMBERSHIP CARD

All Members, shall be issued respectively with membership cards on election to Membership and shall be produced on demand for inspection by any Management Committee Member or by any Club attendant, authorized in that behalf in writing by the Honorary Secretary.

CLAUSE 5 RESIGNATION AND TERMINATION

RESIGNATION, REMOVAL OR SUSPENSION

5.1 A member may resign from the club at any time by giving written notice to the Honorary Secretary. Refund are not payable when a member resigns regardless of the reason.

5.2 Neither the resignation, removal nor suspension of a Member shall relieve such Member from payment of any subscription or other money due or payable by him to the Club and no Member shall be entitle to, or have any claim upon, any portion whatsoever of the property of the Club.

CLAUSE 6 SOURCE OF INCOME

6. FEES

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

Membership

Categories Entrance Fee Monthly Subscriptions Fees Annual Subscriptions Fees

- i) Full Members RM10,000.00 RM 60.00 N/A
(RM 5,000.00 - For Government Officers)
- ii) Honorary Member N/A N/A N/A
- iii) Family Member RM 500.00 RM 20.00 N/A
- iv) Visiting Member N/A N/A N/A
- v) Corporate Member (2 nominees at one time) (Payable once in every two years)
RM 16,000.00 RM 80.00 N/A
- vi) Absent Member N/A N/A N/A
- vii) Life Member N/A N/A N/A
- viii) Junior Member N/A RM 20.00 N/A
- ix) Associate Member RM 16,000.00 RM 80.00 N/A
- x) Term Member

(Payable in advance once in every 6 Months) N/A RM360.00 N/A

CLAUSE 7 GENERAL MEETING

ANNUAL AND EXTRAORDINARY GENERAL MEETING

7.1 The Chairman of the Management Committee or his nominee shall be the Chairman of all General and Extraordinary General Meetings. The Chairman shall not vote as a Full Member but in the case of an equality of votes, he may exercise the right of giving his casting vote.

7.2 Full Members, Life Members and Family Members above the age of 21 years only shall be qualified to vote at General and Extraordinary Meetings.

7.3 An Annual General Meeting of this club shall be held three (3) months after the close of each financial year but not later than 30th June of the same year, on a date and at a time and place to be decided by the Management Committee. The Secretary shall give notification of the date of meeting at least 21 days in advance. The notice shall be accompanied by a copy of the audited accounts.

7.4 Full Members, Life Members and Family Members above the age of 21 years desiring to propose and second any retiring members, or any other member, for election to the Management Committee shall, having ascertained in writing that

such member is willing to serve on the Committee sent the candidate's name in writing to the Secretary not later than 14 days before the date fixed for the Annual Meeting, and the names of the candidates proposed and seconded shall be exhibited in the Club for the period and no others can be afterward proposed. Candidates must be Full, Life or Family Members of the Club who are above the age of 21 years.

7.5 Any resolution to be proposed at a General Meeting must be received by the Secretary in writing 14 days at least before the date of such meeting.

7.6 No business shall be transacted at any General Meeting unless 50% of the Members residing in the Bintulu Division and eligible to vote or twice the number of the Management Committee, whichever is the lesser are present at the time the meeting proceeds to the consideration of the business before it. In the event of no quorum being present at the General Meeting, it shall be postponed and shall be recalled on a date to be determined by the Management Committee, within two weeks of the postponed meeting. If there is no quorum present at the recalled General meeting the members present shall be deemed to form a quorum provided that they shall not have the power to alter the constitution or to make decisions affecting the whole membership.

7.7 For any resolution submitted to a General Meeting 50% of the Members residing in the Bintulu Division and eligible to vote or twice the number of the Management Committee, whichever is the lesser, shall be necessary for the resolution to be discussed and voted on at the time the meeting reaches the resolution item on the Agenda. If the necessary quorum has not been reached at this time the resolution shall be ruled out.

7.8 The Member proposing any resolution shall be responsible for ensuring that the required quorum shall be present by the time the resolution item is reached on the Agenda.

7.9 An Extraordinary General Meeting shall be called in accordance with Clause 9B.4 on the written request of not less than one third of the Members eligible to vote residing in the Bintulu Division at the time questioned or where an alteration to the Constitution is being proposed.

7.10 The quorum for an Extraordinary General Meeting requisitioned by members shall be not less than 100 members resident in the Bintulu Division and eligible to vote. If there is no quorum available the Management Committee can convene follow up meeting within 14 days. If there is no quorum present at the postponed Extraordinary General Meeting, the meeting shall be cancelled and no Extraordinary General Meeting shall be requisitioned for the same purpose until after a lapse of at least six months from the date thereof.

7.11 The General Meeting of the Members of the Club when there is no election of the Committee Members shall be held annually to transact the following matters:

a) To consider and to confirm the minutes of the previous Annual

General Meeting;

- b) To receive and to confirm Annual Report and Audited Account for the preceding financial year;
- c) To nominate the Honorary Auditor for the following year in accordance with Clause 11.1 of the Club Constitution;
- d) To appoint Officer in accordance with Clause 12 of the Club Constitution;
- e) To consider and if thought fit to approve the Budget for coming year.
- f) To transact any other business of which due notice has been given.

7.12 Election of Management Committee Members shall be conducted bi-annually for the purpose of electing new Honorary Secretary and Members of the Management Committee and to transact the following matters:

- a) To consider and to confirm the minutes of the previous Annual General Meeting;
- b) To receive and to confirm Annual Report and Audited Account for the preceding financial year;
- c) To elect the Management Committee for the forthcoming term;
- d) To consider and if thought fit to approve the Budget for coming year.
- e) To nominate the Honorary Auditor for the following year in accordance with Clause 11.1 of the Club Constitution;
- f) To appoint Officer in accordance with Clause 12 of the Club Constitution;
- g) To transact any other business of which due notice has been given.

7.13 The Secretary shall give notification of the date of meeting at least 21 days in advance. The notice shall be accompanied by a copy of the audited accounts.

7.14 In the event the number of nominations received is less than the number of vacancies in the Management Committee, then that shall be the number of candidates put up for election. Any unfilled vacancies shall be filled by the Management Committee as soon as possible when it convenes after the Annual General Meeting.

7.15 The Management Committee shall appoint among themselves or any other Full Members three(3) persons to form the Election Committee which will oversee the nomination and election process for the forthcoming AGM and any other EGMs that may be held during their term of office.

7.15.1 Management Committee Members retiring and seeking re-election in that year shall not be eligible to be appointed as a member of the Election Committee.

7.15.2 The term of office of the Election Committee shall be from the time it is established before the AGM to oversee the nomination process for the election of Management Committee members to the time a new Management Committee Members is set up.

7.15.3 The terms and reference of the Election Committee shall be:

- a) To verify the validity of the Nominations received and the eligibility of the candidates for the election to the Management Committee.
- b) To ensure transparent and fair conduct of general meetings (annual and extraordinary meetings) of the Club.

7.15.4 The Chairman of the Election Committee shall be appointed by the 3 persons from among themselves. In the event the number of committee members falls below three (3), the Election Committee may appoint another member to fill the vacancy.

7.15.5 The Election Committee shall meet on the closing date for the submission of the Nomination Forms at half an hour past the closing time. The meeting of the Election Committee is to verify the validity of the Nomination Forms received and the eligibility of the candidates.

7.15.6 The nominated candidates shall be informed whether they are eligible or disqualified to stand for election to the Management Committee. They shall be informed by the Election Committee no later than three days, excluding Sundays and Public Holidays, after the meeting of the Election Committee.

7.15.7 The decision of the Election Committee shall be final and no further queries will be entertained.

CLAUSE 8 COMMITTEE

MANAGEMENT COMMITTEE

8.1 The Management Committee shall consist of the following thirteen (13) members :-

- (a) A nominee of the Bintulu Development Authority
- (b) A member of the Civil Service nominated by the Honorable, the Resident of Bintulu Division
- (c) The Club Captain
- (d) The Honorary Secretary
- (e) The Honorary Treasurer to be appointed by the General Manager, Bintulu Development Authority.
- (f) The Honorary Competition Secretary
- (g) The Green Keeper
- (h) Six other Committee Members including one Ladies Representative

8.2 Names for the above offices except CLAUSE 8.1 (a), 8.1 (b) and 8.1 (e) shall be proposed and seconded and election shall be by simple majority votes of the voting members at the Annual General Meeting.

8.2.1 Officers of the Management Committee must be Malaysian citizen.

8.3 The Honorary Secretary shall be elected and approved in accordance with CLAUSE 7.3 and 7.4 and shall be a Full Member of the Club and approved by the Governing Board.

8.4 The Club Captain shall serves as Chairman at the Management Committee. In his absence, the Honorary Secretary shall preside. In the absence of both, a member of the Committee elected by members shall preside.

8.5 The Management Committee shall meet once a month or more frequently, should urgent business arise for discussion. At least 3 days notice of each meeting shall be given to the members.

8.6 In the case of an equality of votes the Chairman of the Management Committee may exercise the right of giving a second or casting vote.

8.7 At least one half of the Members of the Management Committee shall form a quorum.

8.8 All elected members of the Management Committee shall retire each year, but they may be reelected. In the event of it being essential to fill a vacancy arising among the elected members, the Management Committee may do so by co-opting a Full Member of the Club.

8.9 All Members of the Management Committee must be Malaysian citizens.

CLAUSE 9 DUTIES OF OFFICE BEARERS

9A. RESPONSIBILITIES OF MEMBERS OF THE MANAGEMENT COMMITTEE

9A.1 The Club Captain shall serve as Chairman and shall be responsible for the smooth and efficient operation of the Management Committee in accordance with the constitution and By Laws of the Club. He liaises with the Governing Board on matters of policy and on major items of finance. He has the overall responsibility for guiding the Management Committee to ensure a satisfactory environment within the confines of the Club.

9A.2 The Honorary Secretary shall be responsible for all Club Business matters other than those especially designated to other Management Committee members. He shall be responsible for giving members due notice of all business and social meeting of the Club. He shall take minutes of all meeting.

9A.3 The Honorary Competition Secretary shall be responsible for arranging and supervising the competitions both at he Club and inter club levels. He shall arrange

for trophies and prizes, competition fees to be changed, ball sweeps, starters and other activities related to competitions.

9A.4 The Honorary Treasurer shall be responsible for maintaining and keeping of books of accounts and the correct entry of all financial transactions. He shall from time to time prepare financial statements for submission to the Management Committee and an audited statement shall be submitted for approval to the Annual General Meeting and otherwise as directed by the Management Committee and posted to each Member of the board at least two weeks before the date of that meeting.

9A.5 The Green Keeper shall be responsible for supervising the maintenance and other works as required on the golf course so that it is kept in good condition. He shall make recommendations to the Management Committee as to any desirable improvements or alterations to the course.

9A.6 The Bintulu Development Authority and the Resident nominees represent the views of the Bintulu Development Authority, the Resident, the Government and of Government Employees. Both have a special responsibility for guiding the Management Committee on matters concerning local and government affairs.

9A.7 The Committee members shall have such responsibilities as are assigned by the Management Committee.

9B. POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE

9B.1 The Management Committee shall have the entire social, recreational control of the Club and it is its duty to enforce all the By Laws and provisions of the Constitution. It is its duty to make recommendations to the Governing Board for alteration or variation of provision of the Constitution, rates of subscription and other financial matters as it may think advisable.

9B.2 The Management Committee may appoint Sub Committee for special objects and to delegate to such sub committees the functions and powers of the Management Committee relating to such objects.

9B.3 The Management Committee shall have power to make use of the deposit of a Member to settle the Members unpaid account.

9B.4 The Management Committee may call on Extraordinary General Meeting of the Club on posting in the Club a notice to that effect 21 days before such meeting. Such notice shall specify the object of the meeting.

9B.5 The Management Committee shall be entitled to call upon any members as per clause 4.5 to give a personal explanation as to any breach of these rules or the By Laws, or as to any allegation of misconduct of conduct considered detrimental to the interests of the Club and shall (at a Committee Meeting at which a majority is present) after hearing such explanation have absolute power to suspend or expel

such members without assigning any reason for so doing, and no appeal whatever shall lie from its decision nor shall such Members have any claim whatsoever against the Club or the Management Committee provided that in the case of Corporate Member, the final decision shall lie with the Governing Board.

CLAUSE 10 FINANCIAL PROVISION

10.1 The financial year of the Club shall run from January 1st of one year to December 31st of the same year.

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

10.3 The Treasurer may hold a petty cash advance not exceeding RM2 000.00 (RINGGIT MALAYSIA TWO THOUSAND ONLY) at any one time. All money in excess of this sum shall, within seven days of receipt, be deposited in a bank approved by the Management Committee. The bank account shall be in the name of the Club.

10.4 All cheques or withdrawal notices on the Club's account shall be signed jointly by the members to be appointed by the Chairman of Governing Board.

10.5 No expenditure RM2 000.00 (RINGGIT MALAYSIA TWO THOUSAND ONLY) and below at any one time shall be incurred without the prior sanction of any two of the authorized persons whom they are the Club Captain, Honorary Secretary or Honorary Treasurer.

10.6 No expenditure exceeding RM2 000.00 (RINGGIT MALAYSIA TWO THOUSAND ONLY) but RM10 000.00 (RINGGIT MALAYSIA TEN THOUSAND ONLY) and below at any one time shall be incurred without the prior sanction of all the three authorized persons whom they are the Club Captain, Honorary Secretary and Honorary Treasurer.

10.7 No expenditure exceeding RM10 000.00 (RINGGIT MALAYSIA TEN THOUSAND ONLY) at any one time shall be incurred without the prior sanction of the Chairman of Governing Board and any two of the authorized persons whom they are the Club Captain, Honorary Secretary or Honorary Treasurer and any expenditure exceeding RM100,000.00 at any time shall not be incurred without the prior sanction of the General Meeting.

10.8 As soon as possible after the end of each financial year, a statement of income

and expenditure and a balance sheet for the year shall be prepared by the Treasurer and audited by the Auditor appointed under CLAUSE 11. The audited accounts shall be submitted for the approval of the next Annual General Meeting, and copies shall be posted to each member at least 21 days before the date of that meeting.

CLAUSE 11 AUDITORS

11.1 One auditor, who shall not be an office-bearer of the Club, shall be appointed by the General Meeting of Members. He shall hold Office for one year and shall be eligible for re-appointment.

11.2 The auditor shall be required to audit the accounts of the Club for the year, and to prepare a report or certificate for the Annual General Meeting. He may be required by the Chairman to audit the accounts of the Club for any period within his tenure of office at any date, and to make a report to the Management Committee.

CLAUSE 12 PROPERTY ADMINISTRATOR / TRUSTEES

12.1 Three officers who must to office-beares and over 21 years of age, shall be appointed at the Annual General Meeting for the purpose of section 9(b) of the Societies-Act, 1966.

12.2 They shall hold office until their terms expire at the next Annual General Meeting and shall be eligible for re-appointment.

12.3 The officers appointed under this rule shall deal with the immovable property of the Club in such manner as the General Meeting may direct provided that all immoveable properties shall be registered in the name of the Club.

12.4 The officers shall not sell, withdraw or transfer any of the property of the Club without the consent and authority of a General Meeting.

12.5 An officer may be removed from office by a General Meeting on the ground that, owing to ill health, unsoundness of mind, absence from the country of for any other reason, he is unable to perform his duties or unable to do so satisfactorily. In the event of the death, resignation or removal of any officer before the Annual General Meeting, the vacancy shall be filled by an Extraordinary General Meeting convened for the purpose.

CLAUSE 13 INTERPRETATION

13.1 Should any dispute arise between the members of the Management Committee and its Members in regard to the interpretation of these Rules, Regulations and By-Laws or the constitution is silent, the decision of the

Management Committee, voting in accordance with these Rules and the interpretation placed thereon by the Management Committee, shall be final and binding on all parties in the dispute.

13.2 Should any dispute arise on interpretation in English and other languages, the English interpretation will be used for all purposes.

CLAUSE 14 ADVISOR / PATRON

Patrons/Advisors may be appointed on the proposal of the Management Committee.

CLAUSE 15 PROHIBITION

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

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

15.3 Neither the Club nor its members shall engage or try to engage in any Trade Union activities as defined in the Trade Union Act 1959.

15.4 No gambling or any other illegal activities shall be carried out in the premises of the Club.

15.5 The Club is not allowed to run lottery whether they are specially organized for Members or otherwise, in the name of the Club or its office bearers or its Management Committee or Members without the approval of the relevant authority.

CLAUSE 16 AMENDMENT OF CONSTITUTION

No alteration shall be made to the constitution except by a resolution of Members at a General Meeting specifically called for such purpose by a two-third majority of Members present and accepted by the Governing Board. Such alteration is subject to final written approval of the General Manager of the Bintulu Development Authority and shall take effect from the date of approval by the Registrar of Societies. Any amendment to the constitution shall be submitted to the Registrar of Societies within sixty (60) days of being passed in a General Meeting.

CLAUSE 17 DISSOLUTION

17.1 The Club may be voluntarily dissolved by a resolution of not less than three-fifths of the total voting membership at a General Meeting with the consent of the Bintulu Development Authority.

17.2 To the event of the Club being dissolved as provided above, all debts and liabilities legally incurred on behalf of the Club shall be full discharged and the remaining funds shall be transferred to the Bintulu Development Authority.

17.3 Notice of dissolution shall be given within 14 days of the dissolution to the Registrar of Societies.

CLAUSE 18 **FLAG, LOGO AND BADGE**

1. Flag



Description

The flag is rectangular in shape with Kelab Golf Bintulu Logo in the center. The background color is white symbolizes the cleanliness, fairness and transparency of the club.

2. Logo



Description

The logo symbolizes the uniqueness of Kelab Golf Bintulu in the State of Sarawak.

The feathers on the top symbolizes burung Kenyalang which is the symbol of Sarawak.

The shield-like object in the center represents the cups or holes in all the Greens which is the target of all golfers to achieve Hole-In-One or low scores.

The bottom shawl-like design with the word Kelab Golf Bintulu which symbolize the uniqueness of Kelab Golf Bintulu.

The colors represent :-

Black - Justice, integrity and fairness

Red - Bravery

Yellow - Royal and Pride.

3. Badge

-
- Description
-

CLAUSE 19 RECIPROCAL ARRANGEMENTS

The Management Committee shall have power to agree reciprocal arrangements with other suitable clubs. Member wishing to take advantage of reciprocal arrangements must obtain from the Honorary Secretary appropriate Introduction Cards beforehand.

CLAUSE 20 GUESTS

20.1 Non members of the Club, when invited by the Management Committee or individual sports sections of the Club to participate in the Club functions or sporting activities, shall be permitted to use the Club facilities, subject to sub-clause 20.2 and 20.3 of this CLAUSE.

20.2 Individual Members except Visiting Members shall have the privilege to introduce guests on isolated occasions subject to sub-clause 20.3 and 20.4 of this CLAUSE and the By Laws. All guests should be properly signed in the Guests Book.

20.3 All guests must pay for drinks etc. by means of cash coupons.

20.4 The person or section responsible for inviting non members to the Club shall always accompany such guests and will be held responsible for the good conduct and all outstanding accounts of the guests.

CLAUSE 21 PAYMENT OF ACCOUNT

21.1 A member who has failed to settle an account within two months of the initial presentation of the said account shall no longer be entitled to credit and club facilities (e.g. playing inside the golf course), and shall, subject to the approval of the Management Committee, be posted by name on the Club'S notice board.

21.2 A member whose subscriptions are in arrears for two months shall not vote for any purpose whatsoever until such arrears have been cleared.

21.3 A member whose subscriptions are in arrears for more than two years shall automatically be terminated of his / her membership.

21.4 A member who ceases to be a member shall nevertheless remain liable for and shall pay to the club all monies due to the club up to the time he ceased being a member.

21.5 Any member who ceases to be a member shall not be entitled to use the Club's facilities until such time as his arrears are settled in full.

CLAUSE 22 GOVERNING BOARD

22.1 The Governing Board shall comprise :-

- (a) The General Manager of the Bintulu Development Authority or his nominee.
- (b) The Honorable the Resident, Bintulu Division or his nominee.
- (c) The Divisional Engineer of Jabatan Kerja Raya, Bintulu Division or his nominee.
- (d) Two (2) of the Assistant General Manager of the Bintulu Development Authority that will be appointed by the General Manager of the Bintulu Development Authority.
- (e) The Club Captain (as a representative of the Management Committee and Club Manager)
- (f) Four (4) other nominees representing the major contributors to the construction of the golf course as selected by the Chairman of the Governing Board.

22.2 The General Manager of the Bintulu Development Authority or his nominee shall be chairman of the Governing Board.

22.3 A representative of the Bintulu Development Authority shall be the Secretary to the Governing Board.

CLAUSE 23 POWER OF THE GOVERNING BOARD

23.1 The Governing Board is empowered to approve the policy, rates of subscription as recommended by the Management Committee, and any changes in the constitution accepted by the General Meeting in accordance with Clause 6. Notice of any changes or additions shall be duly published on the notice boards in the Club.

23.2 The Governing Board shall have power to refuse the privileges of members as defined under CLAUSE 4.1, 4.2, 4.3, 4.4, 4.5, 4.7, 4.8, 4.10 and 4.12 to any candidate where considered necessary without giving any reason whatsoever.

23.3 The Governing Board shall have the final decision relating to the approval of all categories of Members, budget, making of By Laws and amendments of such By Laws, the disposal of the Clubs assets and properties and the award of tenders.

CLAUSE 24 MEETING OF THE GOVERNING BOARD

24.1 At least one half of the Members of the Governing Board shall form a quorum. At least three (3) days notice of each meeting of the Governing Board shall be given to the Members.

24.2 In the case of an equality of votes, the Chairman of the Governing Board may exercise the right of giving a second or casting vote.

CLAUSE 25 BY LAWS OF THE CLUB

The Governing Board is empowered to make By Laws for the day to day operations of the Club and all Members shall abide by these By Laws.

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- (e) The Club Captain (as a representative of the Management Committee and Club Manager)
- (f) Four (4) other nominees representing the major contributors to the betterment of the golf course and associated facilities of the club as selected by the Chairman of the Governing Board.

22.2 The General Manager of the Bintulu Development Authority or his nominee shall be chairman of the Governing Board.

22.3 A representative of the Bintulu Development Authority shall be the Secretary to the Governing Board.

CLAUSE 19 RECIPROCAL ARRANGEMENTS

The Management Committee shall have power to agree reciprocal arrangements with other suitable clubs. Member wishing to take advantage of reciprocal arrangements must obtain from the Honorary Secretary appropriate Introduction Cards beforehand.

CLAUSE 20 GUESTS

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23.2 The Governing Board shall have power to refuse the privileges of members as defined under CLAUSE 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.5.6, 4.5.7, 4.5.9 and 4.5.11 to any candidate where considered necessary without giving any reason whatsoever.

23.3 The Governing Board shall have the final decision relating to the approval of all categories of Members, budget, making of By Laws and amendments of such By Laws, the disposal of the Clubs assets and properties and the award of tenders.

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**MAN IMBAK
HONORARY SECRETARY
KELAB GOLF BINTULU
28th August 2017**

