

**PERLEMBAGAAN BAGI  
PERTUBUHAN INDUK  
IPOH SWIMMING CLUB  
(PPM-005-08-21021950)**

**1 NAME**

1.1 The name of the club shall be the "IPOH SWIMMING CLUB" (hereinafter referred to as "the Club")

**2 REGISTERED OFFICE AND CORRESPONDENCE ADDRESS**

2.1 The registered address, place of business and correspondence address of the Club is at:

No. 144 Jalan Kelab Renang, Off Jalan Raja Dr. Nazrin Shah, 31350 Ipoh, Perak

Or at any other place or places which shall be fixed from time to time by the Central Committee.

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

2.3 • Club's web-site : [ipohswimmingclub.com](http://ipohswimmingclub.com)  
• Club's electronic mail address : [ipswcl@gmail.com](mailto:ipswcl@gmail.com)

**3 DEFINITIONS**

3.1 "The Club" shall mean Ipoh Swimming Club.

3.2 "Central Committee" shall mean the members for the time being of the committee elected and nominated under Clause 22.

3.3 "General Manager" shall mean the General Manager employed by the Central Committee under Clause 23.4.

3.4 "Constitution" shall mean this Constitution and any amendments thereof for the time being in

force.

3.5 "Bye-Laws" shall mean the Byelaws made by the Central Committee under Clause 23.6 and any amendments thereof for the time being in force.

3.6 "Notice" shall mean a notice or any other document required to be served by the Club, the Secretary of the Club or any member of the Central Committee, as the case maybe and shall be :

i) In hard copy, to be delivered either personally or by sending it through the post in a prepaid envelope addressed to such member to his last registered address supplied to the Club and shall deemed to be given on the day such notice or document is posted; or

ii) In electronic form and sent by electronic means :

a) transmitting to his last known electronic mail address supplied to the Club and shall deemed to be given at the time of transmission to a member's electronic mail address supplied to the Club provided that the Club has a record of the electronic mail being sent and no written notification of delivery failure is received by the Club.; or

b) publishing the notice or document on the Club's website provided that a notification of the publication of the notice or document on the website and the designated website link or address where a copy of the notice of document may be downloaded via hard copy or electronic mail or short messaging service has been given and shall deemed to be given on the date the notice or document is first made available on the Club's web-site.

3.7 "Month' shall mean calendar month.

3.8 The singular includes the plural and the masculine includes the feminine or vice-versa unless the context otherwise requires.

3.9 References to persons shall include bodies corporate unless the context otherwise requires.

#### **4 OBJECTIVE**

The objective and function of the Club shall be:

4.1 To promote social, swimming, sporting and recreational activities for its members.

4.2 To purchase, take on lease or license or hire or otherwise acquire movable and immovable property of any kind for the furtherance of the objective of the Club and sell, exchange, surrender or otherwise dispose of any movable and immovable property on such terms as may be considered expedient by its members.

## **5 EMBLEM AND BADGE**

The emblem of the Club shall be as depicted below:-

A. The Colour Yellow represents the Official Colour of the State of Perak.

B. The Trident represent the Strength of the Club.

C. The Life Buoy represents the Stability of the Club.

D. The Red Stripes on the buoy represents the 4 pillars of the Club's Key Beliefs:

- (a) Stability of the Club.
- (b) Continuous growth and development.
- (c) Safety and wellbeing of Members.
- (d) Family Orientated.

E. The Rope on the Trident and Buoy Represents the linkage to the Club's Strength supported by the 4 pillars above

## **6 PATRON**

The Patron of the Club shall be the Duli Yang Maha Mulia Paduka Seri Sultan Perak Darul Ridzuan, subject to His Royal Highness' consent.

## **7 MEMBERSHIP QUALIFICATION**

7.1 Membership (other than Junior Membership under 8.8) is open to all persons who have reached the age of 21 years, are of good character and are not bankrupts.

## **8 TYPES OF MEMBERSHIP**

The types of membership of the Club are:-

#### 8.1 HONORARY MEMBERS

The Honorary Members of the Club shall be the Paramount Ruler of Malaysia, The Raja Muda of Perak, The Prime Minister of Malaysia, The Menteri Besar of Perak, 15 Honorary Members nominated by the Perak State Government, and not more than 20 other Honorary Members who in the unanimous opinion of the Central Committee deserve to be bestowed the honor or to be removed.

#### 8.2 LIFE MEMBERS

A member who has: -

8.2.1 served as President of the Club for a continuous period of not less than 2 terms

or;

8.2.2 served in the Central Committee for a continuous period of not less than 5 terms shall upon attaining the age of 65 years be bestowed a Life Membership.

#### 8.3 SENIOR MEMBERS

Ordinary Members who have attained the age of 65 years and above and have been a member of the Club for 25 years or more shall in addition to the privileges of an Ordinary Member be entitled to pay the reduced subscription set forth in Clause 12.2.

#### 8.4 ORDINARY MEMBERS

Ordinary Members shall be persons who are qualified under Clause 7 and have been elected under Clause 10.

#### 8.5 NOMINATED MEMBERS

The Club shall provide for 150 Nominated Members consisting of persons currently serving in the Perak State public service or the Federal public service or statutory bodies whose names have been agreed to by the State Government of Perak.

## 8.6 ASSOCIATE MEMBERS

8.6.1 In the event of the demise of a member, the surviving nominated spouse registered with the Club, shall within 12 months after the demise apply without payment of any entrance fee to become an Associate Member and the subscription shall follow that of the spouse before his death. Such application shall be considered by the Central Committee who may accept or reject the same without giving any reason.

8.6.2 Associate Members who have attained the age of 65 years and above and have been an Associate Member of the Club for 25 years or more shall in addition to the privileges of an Associate Member be entitled to pay the reduced subscription as that of a Senior Member set forth in Clause 12.2.

## 8.7 CORPORATE MEMBERS

8.7.1 The Club shall keep a register of bodies entitled to nominate Corporate Members in accordance with this Constitution. A body registered on such register is hereinafter called a "Registered Corporation".

8.7.2 A Registered Corporation's right to nominate a Corporate Member is hereinafter called a "Corporate Right". Save for such Corporate Right, a Registered Corporation shall have no voice or vote in the affairs or management of the Club or any other rights whatsoever.

8.7.3 The following shall be eligible to be listed as Registered Corporation:

8.7.3.1 any incorporated company with its registered office in and carrying on business in Malaysia, and

8.7.3.2. such other bodies as the Central Committee may from time to time approve.

8.7.4 Anybody wishing to become a Registered Corporation shall apply in the appropriate form. Such application shall be considered by the Central Committee who may accept or reject the same without giving any reason for such acceptance or rejection.

8.7.5 A Registered Corporation shall pay a registration fee as stated in Clause 11.6.1. Such fee shall entitle the Registered Corporation to be registered as such for a period of five (5) years from the date of registration. A Registered Corporation may hold up to three (3) Corporate Rights. A Registered Corporation shall be jointly and severally liable for all dues owing to the Club by its nominee/s.

8.7.6 On payment of a Nominee fee as stated in Clause 11.6.2 (hereinafter called

the “Nominee Fee”) a Registered Corporation shall be entitled to nominate one person to enjoy corporate privileges of each Corporate Right it holds. Such nomination shall be in writing addressed to the General Manager and shall be subject to acceptance by the Central Committee. A person so nominated is called a “Corporate Member”.

8.7.7 A Registered Corporation may at any time withdraw its nomination and on payment of the Nominee Fee nominate some other person as its nominee. On withdrawal of a nomination the nominee shall cease to be a Corporate Member.

8.7.8 A Corporate Member shall be a person who is qualified under Clause 10 and shall pay the same monthly subscription and any other fees as are paid by Ordinary Members of the Club.

8.7.9 A Corporate Member is entitled to the same privileges as an Ordinary Member except those of nominating candidates for election, attending and voting at General Meetings. The Club’s Constitution and regulations applicable to members shall apply mutatis mutandis to a Corporate Member including the right of the Central Committee to fine, suspend or expel a Corporate Member. In the event of expulsion of a Corporate Member, the Registered Corporation shall be entitled on payment of the Nominee Fee, to nominate another person in his place.

## 8.8 JUNIOR MEMBERS

8.8.1 Children of Life Members, Senior Members, Ordinary Members, Nominated Members

and Associate Members who have attained their 18th birthday shall be proposed for Junior Membership provided that such person is unmarried, not gainfully employed and the parent remains a member of the Club. The proposer for such membership shall be the parent. The parent shall sign an undertaking that all debts and liabilities incurred by such Junior Member shall be settled promptly. A Junior Member automatically ceases his Junior Membership upon attaining the age of 21 years.

8.8.2 A Junior Member (Clause 8.8.1) (except those of Nominated Members) may on

reaching 21 years of age apply for Ordinary Membership in accordance with Clause 9 and shall on application be required to pay an entrance fee equal to 50% of that provided under Clause 11.2.1. The proposer in such case shall be the parent and shall be subjected to Clause 10.

8.8.3 In the event where an Ordinary Member’s child is between the age of 18 and 21

years at the time when the parent becomes a member of the Club, the membership of such a child is at the discretion of the Central Committee and subject to such conditions as the Central Committee may determine.

## 8.9 VISITING MEMBERS

8.9.1 Any person above the age of 18 years on a temporary visit to the State of Perak may be admitted as a Visiting Member of the Club for a period of not more than 3 consecutive months. This period may be extended at the discretion of the Central Committee for a further period of 3 months, but no further extension of the period shall be granted.

8.9.2 A Visiting Member shall be proposed and seconded by any members (Clauses 13.1 and 9.1.2) and the approval for such application is at the sole discretion of the Central Committee. The proposer and seconder shall be jointly and severally liable for all payments due to the Club by such Visiting Member.

## 8.10 AFFILIATED MEMBERS

8.10.1 Members of Clubs with which the Club has reciprocal arrangements shall be entitled to all the privileges of Ordinary Members (except those of nominating candidates for election, voting, competing for prizes or participating in sweepstakes) on presentation of a document of introduction from such affiliated Club.

8.10.2 This Clause shall not apply to persons who reside within the City of Ipoh or to persons who remain as defaulters of the Club.

# 9 APPLICATION FOR MEMBERSHIP & TRANSFER OF MEMBERSHIP

## 9.1 APPLICATION

9.1.1 Application for membership shall be made in the appropriate application forms as the Central Committee shall from time to time prescribe.

9.1.2 A candidate for membership shall be proposed and seconded by any two members (Clause 13.1) both of whom must have been members of the Club for not less than 3 years. No member may propose or second more than 3 candidates in a calendar year.

9.1.3 The candidate's proposer and seconder shall be jointly and severally liable for any monies due from him to the Club up to a period of one year from the date of his election to the Club.

## 9.2 TRANSFER

9.2.1 Life Members, Senior Members and Ordinary Members shall be at liberty:-

9.2.1.1 To request in writing to the Central Committee to transfer his membership (provided always at the time of application, the member has not ceased to be a member pursuant to Clause 16) to the member's spouse or child or grandchild or great grandchild provided they are age 21 years and above on the date of the request and on payment of a transfer fee of RM6,000.00.

9.2.1.2 To request in writing to the Central Committee to transfer his membership to the member's brother or sister or the brother's or sister's child or grandchild or great grandchild provided they are age 21 years and above on the date of request, on payment of a transfer fee equivalent to 50% of the prevailing entrance fee stated in Clause 11.2.1.

9.2.2. Associate Member shall be at liberty: -

To request in writing to the Central Committee to transfer his membership (provided always at the time of application, the member has not ceased to be a member pursuant to Clause 16) to the member's child or grandchild or great grandchild as an ordinary member provided they are aged 21 years and above on the date of the request and on payment of a transfer fee equivalent to 50% of the prevailing entrance fee stated in Clause 11.2.1.

9.2.3. The Central Committee shall at its sole discretion decide whether to accept or reject the said member's request and the decision made by the Central Committee shall be final and absolute.

9.2.4 All such request for transfer shall be subjected to Clause 10.

## **10 ELECTION OF CANDIDATE FOR MEMBERSHIP**

10.1 The name of each candidate with the names of his proposer and seconder shall ordinarily be posted on the Club notice board for not less than one (1) month before such candidate shall be eligible for election.

10.2 Before the expiry of the period of posting provided under Clause 10.1, the candidate for election together with his proposal or seconder shall be required to attend an interview with the Membership Sub-Committee at the Club premise on an appointed date and time.

10.3 On the expiry of the period of posting provided under Clause 10.1, and on the recommendation of the Membership Sub-Committee, the General Manager shall invite the candidate(s) and his proposer or his seconder to meet members of the Central Committee at the monthly committee meeting. The election of candidate shall be by the Central Committee. For election, a candidate must receive a two-third  $2/3$  majority decision from the members of the Central Committee present in that meeting.

10.4 The Central Committee shall not consider the election of a candidate who has not complied with the provision of Clause 10.2 and Clause 10.3 unless due to exceptional circumstances, such candidate has been exempted from doing so by the Central Committee.

10.5 A candidate who has been twice invited to meet the Committee and fails to do so without giving reasonable explanation for such failure shall be deemed to have withdrawn his application.

10.6 At any time before his election the application of a candidate may be:-

10.6.1 withdrawn by the candidate; or

10.6.2 withdrawn by his proposer or seconder; or

10.6.3 rejected by the Membership Sub-Committee or Central Committee; or

10.6.4 rendered void by the proposer or seconder ceasing to be a member under Clause 16 unless within a period of 7 days or such further period as the Central Committee may permit, some other member replaces his proposer or seconder as the case may be.

10.7 The General Manager shall within 7 days after the decision of the Central Committee inform each candidate whether or not he has been elected. A candidate may enjoy the amenities of the Club and be liable to pay the same monthly subscription of Ordinary Member only upon receipt of notification of his election in writing from the General Manager.

## 11 ENTRANCE FEE AND DEPOSIT

### 11.1 Honorary Members and Life Members

11.1.1 No Entrance fee payable.

11.1.2 No deposit payable.

### 11.2 Ordinary Members

11.2.1 A candidate for Ordinary Membership shall pay an Entrance Fee of RM16,000.00 on application.

11.2.2 A candidate for Ordinary Membership shall pay on application a further sum equivalent to 10% of the Entrance Fee as a refundable deposit towards his contingent liabilities with the Club and upon the withdrawal or rejection of his application or the cessation of his membership for whatever reason the deposit shall be refunded to him free of interest but after deducting such liabilities as may be due from him to the Club.

11.2.3 If an application is withdrawn by the candidate or proposer or seconder, only 50% of the Entrance Fee shall be refunded without interest.

11.2.4 If an application is rejected under Clause 10.6.3 or 10.6.4 then a full refund without interest shall be made.

### 11.3 Nominated Members

11.3.1 No Entrance Fee payable

11.3.2 Deposit payable - 10% of prevailing Entrance Fee for Ordinary Member.

11.3.3 Nominated members shall have the right to apply for conversion of his membership to that of an Ordinary Member in accordance with clause 9.1 and shall on application be required to pay an entrance fee equivalent to 50% of the prevailing fee provided under Clause 11.2.1 and shall be subjected to Clause 10.

### 11.4 Associate Members

11.4.1 No Entrance Fee payable

11.4.2 Deposit – To transfer and to maintain that of the deceased spouse at the time of application.

11.4.3 An Associate Member shall have the right to apply for conversion of her membership to that of an Ordinary Member and on application for conversion, shall pay the entrance fee for Ordinary Membership prevailing under Clause 11.2.1 and shall be subjected to Clause 10.

#### 11.5 Visiting Members

##### 11.5.1 No Entrance fee payable

11.5.2 A candidate for Visiting Membership shall pay on application a sum of RM1,000.00 as a refundable deposit towards his contingent liabilities with the Club and upon cessation of his membership, the deposit shall be refunded to him free of interest after deducting such liabilities as may be due from him to the Club.

#### 11.6 Corporate Members

##### 11.6.1 Registered Corporation

RM18,000.00 (for 5 years).

##### 11.6.2 Nominee Fee

RM5,000.00 for each Corporate Right.

## 12 SUBSCRIPTION

#### 12.1 Honorary Members and Life Members

No subscription payable.

#### 12.2 Senior Members

##### 12.2.1 Residing in Malaysia

Subscription: 60% of that payable by Ordinary Members.

##### 12.2.2 Residing outside Malaysia

Subscription: 60% of that payable by Ordinary Members.

The subscription for members under Clause 12.2.2 shall be payable in advance every quarterly and such members shall receive their statement of accounts quarterly and shall not be sent the Club Bulletin.

### 12.3 Ordinary Members & Nominated Members

#### 12.3.1 Residing in Malaysia

Subscription: RM60.00 per month

#### 12.3.2 Residing outside of Malaysia.

Subscription: RM36.00 per month

The subscription of the members under Clause 12.3.2 shall be payable in advance every quarterly and such members shall receive their statement of accounts quarterly and will not be sent the Club Bulletin. Clause 12.3.1 applies when a member under Clause 12.3.2 returns to Malaysia.

### 12.4 Associate Members

Subscription: The existing rate before the demise of the member.

### 12.5 Junior Members

#### 12.5.1 Residing in Malaysia

Subscription: RM25.00 per month

#### 12.5.2 Residing outside Malaysia.

Subscription: RM15.00 per month

Clause 12.5.1 applies when a member under Clause 12.5.2 returns to Malaysia.

### 12.6 Visiting Members

Subscription: RM300.00 per month

### 12.7 Corporate Members

Subscription: RM60.00 per month

## 13 MEMBERSHIP PRIVILEGES

13.1 Life Members, Senior Members, Ordinary Members, and Nominated Members are entitled: -

13.1.1 to the use of the Club facilities and to participate in the Club activities;

13.1.2 to nominate candidates for membership in accordance to Clause 9.1.

13.1.3 to transfer his membership (except Nominated Membership) in accordance to Clause 9.2;

13.1.4 to nominate or to second member for Central Committee in accordance to Clause 2.4 and to hold office in accordance to Clause 22.3;

13.1.5 to introduce guests to the Club; and

13.1.6 to attend and vote at any General Meetings.

13.2 Honorary Members, Corporate Members, Associate Members, Visiting Members and spouses of Honorary Members, Ordinary Members, Corporate Members, Nominated and Visiting Members are entitled: -

13.2.1 to the use of the Club facilities and to participate in the Club activities;

13.2.2 to introduce guests to the Club;

13.2.3 to attend but not allowed to vote or introduce any motion, or to nominate or second any members for election at any General Meetings;

13.2.4 Not allow to nominate or second candidates for membership.

13.2.5 Only Associate Member is allowed to nominate or second candidates for membership pursuant to Clauses 8.8.1 or 8.8.2 and to transfer his membership in accordance with Clause 9.2

13.3 Junior Members are entitled to the same privileges as Ordinary Members except those of introducing guests to the Club, nominating candidates for membership or Central

Committee, attending and voting at any General Meetings.

13.4 Members' children under the age of 18 years may make use of the Club facilities without payment of entrance fee and subscription but shall be subjected to any restrictions contained in this Constitution and the Byelaws. Children under 12 years must be accompanied at all times by an adult member, who shall be responsible for the welfare, safety and good behavior of such children.

## 14 MEMBERS' ACCOUNTS AND DUES

14.1 Members' accounts will be rendered monthly before the fifteenth (15th) day of each calendar month. The accounts shall have been made up to the last day of the previous calendar month. Accounts must be settled in full by the last day of the month in which they are presented.

14.2 Non-Payment of Accounts:

14.2.1 Members who fail to settle their accounts in full by the last day of the month in which the accounts are presented will automatically be charged a surcharge of two per cent (2%) of the outstanding amount.

14.2.2 Such Members will be sent a notice marked "First Reminder" requiring payment within 14 days from the date of dispatch. If payment is not made a further notice marked "Second Reminder" will be sent requiring payment within 7 days from the date of dispatch and credit facilities will be withdrawn. If the accounts remain outstanding a final notice marked "Final Reminder" will be sent requiring payment within 7 days from the date of such dispatch.

14.2.3 If payment in full is not made within the period specified in the final notice, such Members will become liable to be posted as defaulters on the Club notice board and in the Club bulletin.

14.2.4 In the event that a defaulter fails to pay the sum owed to the Club including the defaulter administrative charge within 28 days after the date of such posting such member shall forthwith cease to be a member of the Club.

14.2.5 Whenever a notice by registered post is sent to a member under this Rule, the member concerned will be charged for the cost of such postage.

14.2.6 The onus shall always be on the members to ensure that their accounts are properly conducted.

14.2.7 Upon payment of all his dues to the Club, a defaulter may submit a written request together with an explanation for the non-payment for re-instatement of his membership and subject to Clause 16.4.

## 15 RESIGNATION

Any member may resign as a member on giving 2 weeks' notice in writing to the General Manager. Such member shall pay his subscription for the month in which his resignation takes effect and his resignation shall not be effective until all dues to the Club have been paid.

## 16 CESSATION OF MEMBERSHIP AND REINSTAMENT

16.1 A member shall ceased to be a member and his name shall be removed from the list of members of the Club in the event of the member's:

16.1.1 death; or

16.1.2 resignation; or

16.1.3 transfer his membership under Clause 9.2; or

16.1.4 name as a Nominated Member is removed by the Perak State Government; or

16.1.5 name is posted as a defaulter under Clause 14.2.3; or

16.1.6 adjudicated a bankrupt or make a composition or arrangement with his creditors under the provisions of any statute; or .

16.1.7 shall be convicted of an arrestable offence under the penal code; or

16.1.8 expulsion under Clause 25.8.5.

16.2 Associate Membership shall cease upon re-marriage.

16.3 A member so ceasing to be a member shall forfeit all his rights and privileges and all claims upon the Club, its properties and funds, but he or his estate shall continue to be liable to any liabilities and obligations to the Club undertaken or incurred while he was a member whether liquidated or continuing or whether in respect of himself or some other person.

16.4 Subject to this Constitution and any other statutory requirements, all requests for reinstatement of membership shall be at the absolute discretion of the Central Committee and shall be subject to such conditions as the Central C Committee deems fit. All requests for reinstatement shall be decided in a

Central Committee meeting and 3/4 of the members present at that meeting must approve the request for reinstatement.

## **17 ANNUAL GENERAL MEETING**

17.1 The Annual General Meeting shall be held once in every year within 6 months after the end of the financial year of the Club at a place, time and date to be determined by the Central Committee for the following purposes:-

17.1.1 Call to order and Chairman's Address;

17.1.2 To confirm the Minutes of the previous Annual General Meeting;

17.1.3 To receive the Report of the Central Committee for the preceding year on the affairs of the Club;

17.1.4 To receive and if approved, accept the Audited Accounts and the report of the Auditors thereon;

17.1.5 To elect a President, a Vice President and members of the Central Committee;

17.1.6 To elect Auditors for the year; and

17.1.7 To transact any other business of which at least 14 clear days' notice in writing has been given.

## **18 EXTRAORDINARY GENERAL MEETINGS**

18.1 An Extraordinary General Meeting shall be convened by the Central Committee at the written request of not less than 200 Members who are eligible to vote (Clause 13.1.6) or by the Central Committee itself when deemed necessary.

18.2 An Extraordinary General Meeting requisitioned by Members shall be convened on a date within 30 days of receipt of such requisition.

## **19 NOTICE OF GENERAL MEETINGS**

19.1 Notice (Sub-Clause 3.6) of every General Meeting shall be given to all members who are eligible to attend (Sub-Clauses 13.1.6 and 13.2.3) on the active list of membership of the Club at least 21 clear days before the meeting and shall be displayed on the Club's Notice Board for

the same  
period.

19.2 The Notice of such meeting and shall specify the matters to be decided and decisions shall be confined to the matters specified.

19.3 Notice of every Annual General Meeting shall be accompanied with the audited statement of accounts of the preceding financial year.

19.4 The accidental omission in giving notice of any meeting to, or the non-receipt of such notice by any of the members shall not invalidate any resolution passed or things done at any meetings.

## 20 QUORUM

20.1 The quorum at the Annual General Meeting shall be 30 members who are eligible to vote while that for the Extraordinary General Meeting 200 members who are eligible to vote.

20.2 If, within half an hour from the time appointed for the meeting a quorum is not present, the Meeting if convened upon requisition of members, shall be dissolved and all matters shall be deemed to have been rejected. In any other case, it shall stand adjourned to the same day in the following week at the same time and place, and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the members present shall form a quorum but they shall not have power to alter the Constitution of the Club, or to make decisions affecting the whole membership.

20.3 The President shall be the Chairman at all General Meetings, or in his absence, the Deputy President. If both are absent, the Vice-President nominated by the State Government shall be the Chairman or in his absence, the elected Vice-President. If the President, Deputy President and Vice-Presidents are absent, a Central Committee Member present shall be elected to the Chair.

## 21 VOTING

21.1 All motions submitted to a General Meeting shall be decided by a show of hands, provided that if a ballot be requested by 7 or more members present, the Chairman shall order as per request.

21.2 All voting for members of the Central Committee shall be by ballot.

21.3 All members who are eligible to vote shall be entitled to one vote. In the event of an equality of votes the Chairman shall have a second or casting vote.

21.4 There shall be no voting by proxy.

## 22 CENTRAL COMMITTEE

22.1 The management of the Club shall be vested in a Central Committee of elected and nominated committee members which shall be for a term of 1 year consisting of:-

22.1.1 A President;

22.1.2 A Deputy President to be nominated by the State Government from amongst its Nominated Honorary Members;

22.1.3 2 Vice-Presidents, one of whom shall be nominated by the State Government from among its nominated Honorary Members and nominated Members;

22.1.4 Committee Member for Finance;

22.1.5 Committee Member for Bar & Catering;

22.1.6 Committee Member for Entertainment;

22.1.7 Committee Member for House & Grounds;

22.1.8 Committee Member for Swimming;

22.1.9 Committee Member for Squash;

22.1.10 Committee Member for Badminton;

22.1.11 Committee Member for Tennis and

22.1.12 Committee Member for Table Tennis

22.1.13 Five (5) other Members, three (3) of whom shall be nominated by the State Government from amongst its Nominated Honorary Members or the Nominated Members.

22.2 Status of Central Committee Members

All members of the Central Committee shall be Malaysian Citizens except for those

who have obtained prior written approval from the Registrar of Societies (Clause 22.4.3).

### 22.3 Eligibility

Only members (Clause 13.1.4) who have been members of the Club for at least 3 years shall be eligible to be a member of the Central Committee.

### 22.4 Nomination of Candidates for Central Committee

22.4.1 Only members (Clause 13.1.4) who have been members of the Club for at least 3 years shall be eligible to propose or to second members for the Central Committee.

22.4.2 Nomination of all candidates for office shall be made on an appropriate prescribed form and must reach the General Manager during office hours and not later than 5.00 p.m. and at least 3 clear days before the Annual General Meeting and the nomination form shall be displayed on the Club Notice Board for the same period.

22.4.3 Non-Citizen who desire to stand for office shall have a written approval from the Registrar of Societies before his nomination is displayed on the Club Notice Board.

### 22.5 Election

Election for members of the Central Committee shall be by ballot and confine to members who are eligible to vote, present at the Annual General Meeting.

### 22.6 Vacancy

Except for the office of the President, Deputy President, Vice-President and nominated Committee Members, the Central Committee shall have the power without reference to a General Meeting to fill any office which becomes vacant during the term (Clause 22.1).

### 22.7 Meetings of the Central Committee

The Central Committee shall hold a meeting at least once a month. The quorum for such meetings shall be 1/2 the number of elected members. The President, or in his

absence,  
the Deputy President shall be Chairman of the meeting. In the absence of both, the Vice-  
President nominated by the State Government shall be Chairman and if he is also absent,  
the elected Vice-President shall be Chairman of the meeting. In the absence of the President, the Deputy President and the Vice-Presidents, the members present shall elect a  
Chairman. In the event of any equality of votes, the Chairman shall have a second or  
casting vote.

#### 22.8 Relinquishment of Office

Upon the happening of any of the following events, a member of the Central Committee shall, ipso facto, cease to be a member of the same:-

22.8.1 If he absents himself from the meetings of the Central Committee for a period of 3 months without leave of the President or reasonable excuse;

22.8.2 If by notice in writing addressed to the President he resigns his post;

22.8.3 If 3/4 of the members of the Central Committee at a meeting decides to terminate a member, the President or the elected Vice-President shall sign a notice in writing addressed and posted to him in a pre-paid registered envelope at his last known place of residence that his post has been revoked.

### 23 POWERS OF THE CENTRAL COMMITTEE

The Central Committee shall have the following powers:-

23.1 To control the ordinary revenue and expenditure of the Club.

23.2 To approve the general and specific expenditure provided that if the Central Committee intends to spend more than RM100,000.00 on any one project or item it shall first obtain the approval of members at a General Meeting.

23.3 To raise or to solicit and administer any funds or donation from its members or the public or government for the furtherance of the Club's aims and objectives.

23.4 To employ or dismiss employees of the Club including the General Manager

on such terms  
and conditions as it may determine.

23.5 To appoint new Auditors in the event of the Auditors post becoming vacant, without reference to a General Meeting, whose remuneration shall be fixed by the Central Committee.

23.6 To make Bye-laws not inconsistent with this Constitution or any amendments thereof and to alter or rescind the same. All Bye-laws, alterations and rescissions shall be displayed on the Notice Board in the Club, and shall then become binding on all members of the Club.

23.7 To form Sub-Committee(s) and shall have the power to appoint any members over the age of 21 years to the Sub-Committee(s) so formed.

23.8 To co-opt 2 members to the Central Committee if and when deemed necessary.

23.9 To close the list of candidates for admission to membership as and when necessary, provided such closure shall not be extended to members' children.

23.10 To control or restrict the introduction of guests at its absolute discretion.

23.11 To manage and determine discipline amongst all categories of members of the Club including but not limited to the members' family and guest utilising the facilities of the Club.

23.12 To assess the amount of any damage done to any Club property whatsoever and to require the member responsible for such damage to pay to the Club the amount of the damage so assessed.

23.13 To censure, warn, fine, suspend and/or expel a member in accordance with this Constitution.

23.14 To declare by means of Bye-Laws the time when the Club shall be opened and closed daily.

23.15 To grant the use of the Club or any part thereof for games, theatricals or other forms of entertainment.

23.16 To permit on special occasions non-members to make use of the Club premises at the absolute discretion of the Central Committee and shall be subject to such conditions as the Central Committee deems fit.

23.17 To affiliate the Club with or permit it to become a member (on such terms and conditions as the Central Committee may from time consider proper and expedient) of any association, body or group, the furtherance of whose objects is in the opinion of the Central Committee in the best interest of the Club, and from time to time at the discretion of the Central Committee to terminate or vary the terms and conditions of any such affiliation or membership.

23.18 To enter reciprocal arrangements with any club whereby the facilities of the Club may be made available to the members of such other club in exchange for the facilities of the other club being made available to the members of the Club. The Central Committee may at its discretion vary or terminate any such reciprocal arrangement.

23.19 To make decision or to take action which in the opinion of the Central Committee is for the good of the Club but which shall not be inconsistent with this Constitution or Bye-Laws of the Club.

## **24 CONDUCT OF MEMBERS AND MEMBERS OF THE CENTRAL COMMITTEE**

24.1 To abide by this Constitution and all other Bye-laws of the Club, which may be passed by the Central Committee from time to time.

24.2 Uphold the good name of the Club and refrain from conducting activities deemed prejudicial to the interests of the Club whether within or outside the premises of the Club.

24.3 To abide to the rules and regulations of the Registrar of Societies and other government regulatory bodies.

## **25 DISCIPLINARY SUB-COMMITTEE**

25.1 All matters of discipline and disciplinary proceedings thereof shall be vested in the Disciplinary Sub-Committee. The Disciplinary Sub-Committee shall act

independently on all matters brought before it and shall consist of a minimum of three (3) but not more than 7 members appointed by the Central Committee when the need arises. The Chairman of the Disciplinary Sub-Committee shall be appointed by the Central Committee.

25.2 For a hearing of a disciplinary matter, the Disciplinary Sub-Committee shall have a panel of not less than three (3) members, who shall at the end of the hearing, reports its finding and recommendation in writing to the Central Committee. Disciplinary hearings must comply with the rules of natural justice.

25.3 The General Manager shall act as Secretary in the Disciplinary Sub-Committee and shall take minutes or notes of all proceedings but shall not participate in any of the proceedings.

25.4 If at any time the Central Committee shall be of the opinion that a member has disobeyed part of this Constitution or Bye-laws of the Club or acted in a manner prejudicial to the good order or to the best interest of the Club or knowingly permitted any person for whom he is responsible to disobey the same or act in the same manner, the Central Committee may refer him to the Disciplinary Sub-Committee.

25.5 Within fourteen (14) days where a matter has been referred to the Disciplinary Sub-Committee, the General Manager shall provide a show cause notice in writing to the member setting out particulars of such misconduct, why the Disciplinary Sub-Committee should not take action as it deems fit.

25.6 Such member shall within ten (10) days from the date of the show cause notice give an explanation in writing addressed to the General Manager why the Disciplinary Sub-Committee should not take action against him.

25.7 If the Disciplinary Sub-Committee is not satisfied with the explanation given by such member, the Disciplinary Sub-Committee may give such member a further notice in writing of not less than 7 days duration calling upon him to appear before the Disciplinary Sub-Committee

to answer the complaint(s) made against him.

25.8 If after the member has been given a full opportunity of being heard in his own defence, the Disciplinary Sub-Committee is of the opinion that the complaint(s) made against the member is true, the Central Committee may:

25.8.1 Issue to such member a censure or warning in writing as the Central Committee deems fit, and/or

25.8.2 Impose a fine not exceeding RM500.00 and/or

25.8.3 Suspend the member for such length of time as the Central Committee deems fit and/or

25.8.4 Invoke Clause 9.2 or

25.8.5 Expel the member from the Club.

25.9 Where a member wishes to appeal against any decision of the Disciplinary Sub-Committee, he must do so in writing to the Central Committee setting out the grounds of his appeal. The appeal shall be lodged with the General Manager within fourteen (14) days from the date of the despatch of the notice of the decision of the Disciplinary Sub-Committee.

25.10 In any appeal before the Disciplinary Sub-Committee, the member shall appear personally and/or together with another member who could assist in his appeal. No legal representation is allowed in any appeal. An appeal shall not be treated as a re-hearing.

## 26 TRUSTEES

26.1 The trustees of the Club shall be the President, the elected Vice President and the Member for Finance for the time being of the Club.

26.2 The immovable properties of the Club shall be registered in the name of the Club, and all instruments relating to that property shall be as valid and effective as if they had been executed by a registered proprietor provided that they are executed by the trustees of the club

26.3 The trustees shall not sell, withdraw or transfer any immovable property of the Club without the consent and authorization of 2/3 of the members who are eligible to vote in a General Meeting.

## **27 SUB-COMMITTEE**

The chairman of every Sub-Committee shall be a member of the Central Committee.

## **28 ADDRESSES OF MEMBERS**

Every member shall register his address with the General Manager and shall immediately notify the General Manager of any change of address. Any correspondence forwarded to the last registered address of a member shall be considered as correctly addressed.

## **29 USE OF CLUB ADDRESS**

No member shall give the address of the Club in any advertisement or use the Club address for business purposes.

## **30 PROFITS AND PRIVATE BENEFITS**

No member shall, except for services rendered at the request of the Central Committee, on any pretense or in any manner receive any profit, salary, or remunerations or fee from other members of the Club.

## **31 GUESTS**

31.1 Members shall have the privilege of introducing into the Club persons as guests provided that the member introducing guests shall on each day on which such guests make use of the Club enter the guest(s)' name(s) and addresses in the "Guest Book" provided for the purpose.

31.2 Members shall not at any time introduce any person who has been expelled or are defaulters of the Club as guest of the Club.

## **32 NOTICES**

32.1 All notices required under this Constitution and/or Bye-Laws are to be issued and signed by the General Manager unless stated otherwise.

### **33 LIABILITY AND CLAIMS ON THE CLUB**

33.1 The Club, the members of the Central Committee and the Sub-Committees and staff including persons whose services are rendered at the request of the Central Committee shall not be liable personally and shall not accept any responsibility in respect of the death or personal injury or any losses and damages suffered to any member or any member of his family or his guests arising in any way out of his membership of the Club or through his use or enjoyment of the Club, its amenities, privileges or other facilities howsoever arising.

33.2 The Club and the members of the Central Committee and Sub-Committees and staff shall not be liable and shall not accept any responsibility for the loss of or damage to any articles or property whatsoever brought upon the Club premises or grounds or entrusted to any employee of the Club.

33.3 The Club shall indemnify and keep indemnified all members of the Central Committee, the Sub-Committee and staff who perform their duties within their scope of work save for any criminal act or personal act that may be considered defamatory in nature.

### **34 INTERPRETATION OF CONSTITUTION AND BYE-LAWS**

The Central Committee shall have the power to decide on all questions relating to the interpretation of this Constitution and Bye-Laws of the Club and its decision upon any question of interpretation or upon any matter affecting the Club and not provided for by this Constitution or by the Bye-Laws and regulations made there under shall be final and binding on members.

### **35 AMENDMENT OF CONSTITUTION**

This Constitution may be added to, repealed or amended by resolution at any General Meetings and not otherwise. Notice of any proposed alteration, amendment or rescission shall be posted to each members eligible to vote on the active membership list of the Club at least 21 clear days before such General Meeting. The proposal shall be displayed at the Club Notice Board for the same period. Such alterations or amendments if approved in the General Meeting shall take effect from

the date of the approval by the Registrar of Societies.

## **36 DISSOLUTION OF THE CLUB**

36.1 The Club may be dissolved only by a resolution of a General Meeting of the Club convened in accordance with the provisions of this Constitution provided always that notwithstanding in this Constitution contained:-

36.1.1 The quorum for such a meeting shall be half of the total number of the voting membership of the Club, and

36.1.2 The resolution for dissolution is supported by not less than two-third (2/3) of those present and voting at the meeting.

36.2 In the event of the Club being dissolved as provided above all debts and liabilities legally incurred on behalf of the Club shall be fully discharged and the remaining funds shall be divided equally among the Ordinary Members.

36.3 Notice of the dissolution shall be given to the Registrar of Societies within 7 days of the dissolution.

## LAMPIRAN

1. Bendera
  - 
  - Keterangan
  -
2. Lambang
  - 
  - Keterangan
  -
3. Lencana
  - 
  - Keterangan
  -