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RULES OF THE CHINA CLUB

1. DEFINITION AND INTERPRETATION

In these Rules, unless the context otherwise requires:-

- 1.1 "Bye-laws" means the Bye-laws prescribed from time to time by the Proprietor relating to, *inter alia*, the regulation of the internal affairs of the Club and the conduct of the Members, their spouses, Dependants and guests, and the use of the facilities and services of the Club;
- 1.2 "Club" means The China Club Singapore;
- 1.3 "Corporate Member" means either the Enhanced Corporate Member and/or the Non-enhanced Corporate Member, as the context may require;
- 1.4 "Dependants" means the unmarried children of a Member under twenty-one (21) years of age, living with their parents and without a separate source of income;
- 1.5 "Dollar(s)" and the sign "\$" mean the lawful currency of Singapore;
- 1.6 "Enhanced Corporate Member" means those Corporate Members who have signed up for the enhanced corporate membership with the Club and/or the Proprietor, and have paid the entrance fee of S\$8,888 to the Club and/or the Proprietor for such enhanced corporate membership;
- 1.7 "Member" means the Founder, Honorary, Individual, Overseas, Corporate (and where the context permits, the nominee of the Corporate Member) Members for the time being of the Club;
- 1.8 "Membership Executive" means any membership executive(s) appointed by the Proprietor and/or the Club from time to time;
- 1.9 "Non-enhanced Corporate Member" means those Corporate Members who are not Enhanced Corporate Members;
- 1.10 "Premises" means 168 Robinson Road #52-01 Capital Tower Singapore 068912 (or such other premises as the Proprietor may from time to time decide);
- 1.11 "Proprietor" means China Club Investment Pte Ltd a company incorporated in Singapore and having its registered office at 168 Robinson Road #30-01 Capital Tower Singapore 068912 (or such other proprietor for the time being of the Club);
- 1.12 "Register of Members" means the Register of Members opened and maintained by the Proprietor;
- 1.13 "Rules" means these Rules herein contained or any modification, amendment or re-enactment thereof for the time being in force;
- 1.14 words denoting the singular number only shall include the plural and vice versa;
- 1.15 words denoting the masculine gender only shall include the feminine and neuter genders; and

- 1.16 the headings are inserted for convenience only and shall not affect the construction of these Rules.

2. NAME OF CLUB, PLACE OF BUSINESS AND OBJECTS

2.1 Name

This Club shall be known as the “The China Club Singapore”.

2.2 Place of Business

Its place of business shall be at “168 Robinson Road #52-01 Capital Tower Singapore 068912” or such other address as may subsequently be decided upon by the Proprietor. The Club shall carry out its activities in places and premises only after it has obtained the prior written approval from the relevant authorities, where necessary.

2.3 Objects

The objects of the Club are to provide such forms of social and recreational facilities and services to its Members as the Proprietor may from time to time decide, including without any limitation, the provision of dining rooms, conference and meeting rooms, lounge and other facilities and services for the Members to meet one another and to entertain their friends, guests or business associates.

2.4 The Proprietor

The Club is a proprietary club, the proprietor and sole manager of which is (subject to these Rules) the Proprietor.

2.5 Assets and Liabilities

2.5.1 All property and assets of the Club or within the Premises shall be and remain the property and assets of the Proprietor and no Member shall take away, or permit to be taken away from the Premises, or shall injure or destroy, any such property or assets of the Proprietor.

2.5.2 No Member shall, by reason of his membership of the Club alone, have any right, interest or title whatsoever in relation to the property or assets of the Club or be entitled to take part in the management of the Club, share in the property or assets of the Club, or to receive any benefits from the Club other than those acquired by reason of his membership and as provided for in these Rules.

2.6 No relationship between members

Nothing in these Rules and the Bye-laws shall constitute or result in any relationship between the Members inter se. Each Member shall only have a contractual relationship with the Proprietor. There shall be no meetings held amongst the Members in respect of the Club or the management of the Club.

2.7 Bank accounts

- 2.7.1 The Proprietor may open one or more bank accounts in the name of the Club into which shall be paid all operating income of the Club. For the purpose of this Rule 2.7, operating income shall include monthly and periodic dues, guest fees and other fees which may be levied by the consumption of food or beverage but shall expressly exclude entrance fees, deposits, registration fees, transfer fees and income from any lease or license of any part of the Club's Premises which may be granted. The operating expenditure of the Club shall be paid from such account(s).
- 2.7.2 In the event that the operating income shall be less than the operating expenditure, the Proprietor shall make up any shortfall. Any surplus shall belong to the Proprietor.

3. MEMBERSHIP

3.1 Categories of membership

There shall be the following categories of Members:-

- (i) Founder Member;
- (ii) Honorary Members;
- (iii) Individual Members;
- (iv) Overseas Members;
- (v) Corporate Members; and
- (vi) Term Members.

The Proprietor reserves the right from time to time to create, alter, suspend or discontinue any categories of membership on such terms and conditions as the Proprietor may determine for the long term benefit of the Club and may prescribe the entrance and other fees payable by any category of membership subject to any restrictions and conditions as may be imposed by the Proprietor from time to time.

3.2 Founder Member

The Proprietor is the Founder Member of the Club.

3.3 Honorary Members

The Proprietor may invite any natural person who has attained the age of twenty-one (21) years to become an Honorary Member of the Club for such period and on such terms as the Proprietor thinks fit. Honorary Members shall be entitled to all the benefits and privileges of an Individual Member and shall be subject to the same obligations as are applicable to an Individual Member save for the obligation to pay any entrance or monthly dues.

3.4 Individual Members

- 3.4.1 Every individual applicant of at least twenty one (21) years of age may become an Individual Member if his application is approved and accepted by the Proprietor and he has made payment of all entrance and other fees as prescribed by the Proprietor from time to time.
- 3.4.2 An Individual Member shall be liable to the Club for all indebtedness which may be incurred by him, his spouse and Dependants and guests at the Club.
- 3.4.3 An Individual Member shall indemnify the Proprietor and the Club in full against all claims, proceedings, actions, judgments, fines, fees, liabilities, losses, damages, costs (including legal cost on a full indemnity basis) and expenses which the Proprietor, the Club, or any member of any committee formed by the Proprietor may suffer as a result of the breach by himself, his spouse, Dependants or guests of any of these Rules and the Bye-laws or the use in any manner of the Club's facilities, and such Member shall forthwith on demand pay in full to the Proprietor, the Club, or any member of any committee formed by the Proprietor, as the case may be, such claims, proceedings, actions, judgments, fines, fees, liabilities, losses, damages, costs and expenses.

3.5 Overseas Members

- 3.5.1 Overseas membership shall be granted to persons resident outside Singapore who are elected as such by the Proprietor. Overseas Members shall be liable to pay all entrance fees and other fees prescribed by the Proprietor from time to time.
- 3.5.2 Any Overseas Member taking up residence in Singapore must immediately notify the Club of that fact and their Overseas Membership shall thereupon be converted to the status of a resident Individual or Corporate Member (as the case may be). Such Overseas Member shall then be obliged to pay all subsequent fees at the rate currently paid by Individual or Corporate Members (as the case may be). Credit shall however be given for any fee, including without limitation, any monthly dues, which has been pre-paid by the Overseas Member before such conversion of Membership has taken place.

3.6 Corporate Members

- 3.6.1 Any partnership, firm, unincorporated association or body corporate is eligible for election and admission to membership in its partnership, firm, unincorporated association or body corporate name.
- 3.6.2 A Corporate Member shall be liable for the payment of all entrance fees and other fees prescribed by the Proprietor from time to time, and all liabilities and monies due on the accounts of its nominee.
- 3.6.3 The Corporate Member shall be liable to the Club for all indebtedness which may be incurred by its nominee, and its nominee's spouse, Dependants and guests.

- 3.6.4 The Corporate Member shall indemnify the Proprietor and the Club in full against all claims, proceedings, actions, judgments, fines, fees, liabilities, losses, damages, costs (including legal cost on a full indemnity basis) and expenses which the Proprietor, the Club, or any member of any committee formed by the Proprietor may suffer as a result of the breach by its nominee, its nominee's spouse, Dependants or guests of any of these Rules and the Bye-laws or the use in any manner of the Club's facilities, and such Member shall forthwith on demand pay in full to the Proprietor, the Club, or any member of any committee formed by the Proprietor, as the case may be, such claims, proceedings, actions, judgments, fines, fees, liabilities, losses, damages, costs and expenses.
- 3.6.5 In the event of any dispute over the ownership of a Corporate Membership, the Proprietor will recognize the party who has paid for the entrance fee to membership as the owner of such Corporate Membership.

3.6A Term Members

- 3.6A.1 Expatriates in Singapore holding a valid employment pass issued pursuant to the Employment of Foreign Manpower Act (Cap. 91A) of Singapore may become a Term Member if his application is approved and accepted by the Proprietor and he has made payment of all entrance and other fees prescribed by the Proprietor from time to time.
- 3.6A.2 A Term Member shall be liable to the Club for all indebtedness which may be incurred by him, his spouse and Dependants and guests at the Club.
- 3.6A.3 A Term Member shall indemnify the Proprietor and the Club in full against all claims, proceedings, actions, judgments, fines, fees, liabilities, losses, damages, costs (including legal cost on a full indemnity basis) and expenses which the Proprietor or the Club may suffer as a result of the breach by himself, his spouse, Dependants or guests of any of these Rules and the Bye-laws or the use in any manner of the Club's facilities, and such Member shall forthwith on demand pay in full to the Proprietor or the Club, as the case may be, such claims, proceedings, actions, judgments, fines, fees, liabilities, losses, damages, costs and expenses.

3.7 Nominees

- 3.7.1 The Founder Member shall be entitled to nominate not more than 40 natural persons who have each attained the age of twenty-one (21) years to use and enjoy the Club's Premises and the amenities thereof.
- 3.7.2 Each Non-enhanced Corporate Member shall be entitled to nominate not more than 1 natural person who has attained the age of twenty-one (21) years to use and enjoy the Club's Premises and the amenities thereof.
- 3.7.3 Each Enhanced Corporate Member shall be entitled to nominate not more than 5 natural persons who has attained the age of twenty-one (21) years to use and enjoy the Club's Premises and the amenities thereof.

3.8 Registration fees for nominee

The Proprietor may impose a fee for the registration of any nominee (or his replacement thereof) of any Corporate Member.

3.9 Registration of nominee

3.9.1 The nominee of any Corporate Member must be approved and accepted by the Proprietor before such nominee is entitled to use the facilities and enjoy the services of the Club subject to these Rules and the Bye-laws.

3.9.2 No nominee of any Corporate Member shall be entitled to use the facilities of the Club until he has been registered as such and payment of the registration fee in respect thereof has been made.

3.10 Refusal of registration of nominee

The Proprietor shall be entitled in its absolute discretion to refuse to register any person as the nominee of any Corporate Member without having to assign any reason therefor. In the event that the Proprietor withholds approval of a nomination submitted by a Corporate Member, such Corporate Member shall be entitled to make further nomination(s) to the Proprietor for their approval.

3.11 Rights and liabilities of Members

3.11.1 In consideration of the Member agreeing to pay in accordance with the provisions herein the entrance fee, the monthly dues and any other sum payable hereunder and subject to these Rules and the Bye-laws and such restrictions or conditions as the Proprietor may from time to time in its absolute discretion impose, the Proprietor grants to the Member a licence to use and enjoy in common with the other Members of the Club, the Club's Premises including the furniture, fittings and other things in the Premises provided by the Proprietor for the use of the Club. Provided that at all times, the exercise of such rights under the said licence shall be subject to these Rules and the Bye-laws.

3.11.2 Save as provided for in these Rules and the Bye-laws, the Members shall not by reason of his membership be under any financial liability except for payment of his monthly dues or other fees due to the Proprietor.

3.12 Membership applications

3.12.1 All applications for membership (other than as a Founder Member or an Honorary Member) shall be made on a form supplied by the Club subject to the terms and conditions prescribed by the Proprietor from time to time and must be signed by the applicant.

3.12.2 Each application shall include such information as shall be required on the face of the application form and any other information which the Proprietor may require having regard to all relevant circumstances. All information supplied by an applicant in connection with an application to be admitted as a Member of the Club shall (save as required by law or regulatory authority) be kept confidential.

- 3.12.3 All applications shall be accompanied by cheques for entrance fees and any other fees as may be determined by the Proprietor from time to time.
- 3.12.4 In the event that any application is rejected, the applicant will be notified as soon as possible and the entrance fees and any other monies paid shall be returned to the applicant immediately without any interest by cheque sent by post at the applicant's own risk. An unsuccessful applicant may not lodge another application within one (1) year from the date of his last unsuccessful application.
- 3.12.5 The Proprietor may at its absolute discretion withhold approval (without giving any reason therefor) of any application for membership, or any nomination or renomination of individuals as nominee in the case of a Corporate Member. The proceedings of any committee formed by the Proprietor with respect to an application for Membership shall be confidential and such decision in respect of any application for admission as a Member or nominee of a Corporate Member shall be final and conclusive.

4. ACCEPTANCE OF MEMBERSHIP

4.1 Payment

Every applicant for membership who has been accepted for membership by the Proprietor shall make payment of such amount as the Proprietor may from time to time specify to be applicable to his category of membership.

4.2 Effective date of membership

Any applicant who has been accepted for membership and has paid the applicable entrance fee, monthly dues or other fees payable in respect of such membership shall become a Member of the Club with effect from such date as the Proprietor shall specify and be entitled to all the benefits and privileges of membership and shall be deemed to have agreed to be bound by these Rules and the Bye-laws and any applicable rules as the Proprietor may impose on all Members of the Club. Save for persons whose names are actually entered into the Club's Register of Members as a Member, the Club shall not recognize the rights of any party claiming under or through any such Member any rights or privileges which are otherwise available to that Member.

4.3 Register of Members

A list of the names and addresses of all the Members, including all Corporate Members and their nominees, shall be set out in the Register of Members to be kept on the Club Premises. The Register of Members shall contain such other particulars and be in such form as the Proprietor may from time to time prescribe and/or as the law may from time to time require. The name of a Member whose membership is terminated will be removed from Register of Members. Except as required by law, no Member shall be recognized by the Club or the Proprietor as holding his membership upon any trust, and neither the Club nor the Proprietor shall be bound by or be compelled in any way to recognize any equitable, contingent, future or partial interest in any membership, or any interest in any fractional part of a membership, or (except as provided by these Rules or the Bye-laws) any other right in respect of any membership except the sole and exclusive right of the Member registered in the Register of Members to the rights and obligations of a Member as set out in these Rules.

5. TRANSFER OF MEMBERSHIP

5.1 Procedure on transfer

- 5.1.1 Any Member intending to transfer his membership shall give thirty (30) days' notice in writing to the Proprietor of his intention to do so. Transfers of membership are subject to the approval of the Proprietor and payment of a transfer fee of S\$3,000.00 or such other transfer fee as may be prescribed by the Proprietor at the time of the transfer of membership. For the avoidance of doubt, where a Corporate Member is intending to change the identity of any of its nominees, it shall do so in accordance with Rule 5.3 and on such other terms as the Proprietor deems fit.
- 5.1.2 Any Member intending to transfer his membership cannot do so unless and until all outstanding monies, charges or fees due to the Club or Proprietor have been settled in full.
- 5.1.3 The Club and the Proprietor shall not be liable in any way whatsoever to the Member or any other party for any liabilities, damages, actions, suits, proceedings, claims, costs, charges and expenses suffered or incurred by or brought or made against the Member or any other party as a result of the transfer of a membership.

5.2 Effect of transfer

- 5.2.1 A transferee shall not have any greater rights than that possessed by the transferor.
- 5.2.2 Except as provided for in these Rules or the Bye-laws, the rights and privileges of a Member shall be personal to himself and they shall not be transferable by succession or otherwise by operation of law.

5.3 Nomination of new nominee of a Corporate Member

In the case of Corporate Membership, a Corporate Member is entitled to renominate a new nominee upon the death, retirement or resignation of an existing nominee, subject to Rule 5.2.2. In these circumstances, the Corporate Member shall be obliged to serve notice on the Proprietor of such renomination and upon acceptance of the new nominee by the Proprietor, pay the applicable renomination transfer fee, if any.

6. RIGHTS AND LIABILITIES OF MEMBERS

6.1 Access to Premises and facilities

- 6.1.1 Subject to these Rules and the Bye-laws for the time being in force and to such other restrictions and conditions as the Proprietor may from time to time impose, every Member shall be entitled to use and enjoy in common with other Members of the Club, the Premises and other facilities provided by the Proprietor.

- 6.1.2 Without prejudice to the generality of the foregoing, if at any time it appears to the Proprietor that any facility of the Club including the whole or any part of the Club Premises is congested, under repair or maintenance or is required for the use of the Proprietor for any purpose that the Proprietor may decide, the Proprietor may at its discretion impose conditions on, restrict, suspend or otherwise limit the rights and privileges of any Member in respect of any one or more of such Club facilities.
- 6.1.3 The membership of any Member does not confer upon such Member any ownership, interest, right, benefit or title to or in any of the assets of the Club and each Member recognizes and acknowledges that legal and beneficial ownership thereof in favour of the Proprietor.

6.2 Bye-laws

The Proprietor may in its absolute discretion, prescribe such Bye-laws relating to the conduct of Members, their spouses, Dependants or guests as to the use of the facilities and the enjoyment of the services of the Club as it shall from time to time decide.

7. SPOUSES AND DEPENDANTS OF MEMBERS

7.1 Use of facilities

The spouse and Dependants of a Member, or the nominee of a Corporate Member (as the case may be) (collectively, the "family members") shall, upon written application by that Member to, and approval by, the Proprietor be entitled to use the facilities of the Club subject always to:-

- 7.1.1 the prior registration with the Proprietor by such Member or nominee of a Corporate Member of his family member;
- 7.1.2 payment by that Member or nominee of a Corporate Member when due of such entrance fee and monthly dues as the Proprietor may from time to time prescribe in respect of the use of the facilities by his family member; and
- 7.1.3 compliance by such family members with these Rules and such Bye-laws as the Proprietor may make regarding the use of the facilities by family members.

7.2 Exclusion of family member

The Proprietor may exclude any family member from the Club's Premises or from the use of any of the facilities of the Club indefinitely or for such period as the Proprietor may decide if the Proprietor feels that such family member has acted or will act in any way prejudicial to the interests of the Club or its Members, or has broken or will break any Rule or Bye-law. No family member shall have any right to be heard before the Proprietor.

7.3 Dependants under the age of 12

Unless otherwise allowed by these Rules or the Bye-laws, Dependants under the age of 12 are to be restricted to rooms marked as "Private Rooms".

7.4 Death of Individual Member

Upon the death of any Member who is an Individual Member, the immediate family member of that Individual Member may at the sole discretion of the Proprietor be admitted to membership in place of the deceased Member without payment of any membership fee or upon payment of such fee as the Proprietor determine to be reasonable in the circumstances. Nothing in this provision shall be construed as implying that any obligation is imposed upon the Proprietor to exercise its discretion. For the purposes of this Rule, an "immediate family member" in relation to an Individual Member means that Individual Member's spouse, child, adopted child, step-child, sibling or parent.

8. ABSENT MEMBERS

8.1 List of Absent Members

Any Individual Member proposing to leave and remain out of Singapore for more than six (6) months may by giving written notice thereof to the Membership Executive, apply to the Proprietor for absentee status during the period he is absent. If the Proprietor accepts such application, then the Individual Member may be placed on the absent Members' list provided he has paid all amounts due by him to the Club at that time. The family members of such Member shall not be entitled to visit and make use of the facilities of the Club whilst he remains on the absent Members' list. An absent Member must return all membership cards issued to him and remove all belongings held in lockers or storage facilities on the Club's Premises. Upon his return to Singapore, it shall be incumbent upon the absent Member to give written notice to the Membership Executive and the Member's name shall thereafter be deleted from the absent Members' list.

8.2 Payment of Monthly Dues

A Member whose name is place on the absent Members' list shall pay a reduced monthly due for the period of his absence of such amount as may be determined from time to time by the Proprietor but shall be liable for the full amount of monthly due for the month in which he leaves and the month in which he returns to Singapore. If the period of absence of a Member from Singapore is less than six (6) months or such other period as the Proprietor may prescribe he shall pay the full amount of monthly due as though his name has not been listed on the absent Members' list.

8.3 Termination of membership of absent Member

In the event that an absent Member is on the absent Members' list beyond the period of the absentee status permitted by the Proprietor, the Club shall issue a notice to the Member. In the event that the Member does not reactivate his membership within three (3) months of such notice, the Proprietor reserves the right to terminate the membership of such absent Member at any time, provided always that such absent Member shall remain liable for the reduced amount of monthly due for the period of the absentee status permitted by the Proprietor.

9. SUSPENSION AND EXPULSION

9.1 Withdrawal of Privileges

Should any sum be due to the Club on any Member's account, the Proprietor may, by notice served on that Member, withdraw the privileges of Membership and the use of the Club's facilities and equipment from that Member and his family members or in the case of a Corporate Member, from the nominee of that Corporate Member and his family members.

9.2 Cessation and Reinstatement of Membership

9.2.1 The Proprietor, may by notice serve on a Member, expel or suspend that Member if it considers that such Member is in default of the payment of any fees, costs, expenses, deposits, monthly dues or other fees payable beyond the time period permitted under these Rules or that such Member consistently defaults in punctual payment of his account.

9.2.2 The Proprietor may at its absolute discretion reinstate the membership of any person who ceases to be a Member by virtue of the operation of Rule. 9.2.1, provided that no membership shall be reinstated under this Rule 9.2.2 later than one (1) year after that Member ceased to be a Member.

9.2.3 The Club shall be entitled to charge to such Member a fee for each notice sent pursuant to Rule 9.2.1 which may be fixed and revised from time to time by the Proprietor.

9.3 Powers of Proprietor to suspend, expel and impose fines

The Proprietor shall have the right to enquire into the conduct of any Member or the nominee of any Corporate Member and if in the opinion of the Proprietor that the Member or nominee has acted in any way prejudicial to the interest of the Club, or has broken any of these Rules or any Bye-laws of the Club, the Proprietor may:-

9.3.1 exclude that Member or the nominee of a Corporate Member from the Premises of the Club and /or from the use of any or all of the facilities of the Club for such period not exceeding six (6) months as the Proprietor may determine;

9.3.2 terminate the membership of that Member or delete the name of the nominee of a Corporate Member from the Club's register as nominee of the Corporate Member and, if it so chooses, terminate the membership of the Corporate Member; and/or

9.3.3 impose a fine on that Member the amount of which shall be at the sole discretion of the Proprietor.

9.4 Proceedings

The Proprietor shall not exercise the powers conferred under Rule 9.3 unless it has given written notice to the Member or nominee whose conduct is being enquired into and the Corporate Member in relation to which such nominee is the nominee thereof that he/they attend the meeting of the Proprietor at which the conduct of that Member or nominee would be enquired into and such notice shall be sent to that Member or nominee of a Corporate Member at least seven (7) clear days before the date of the meeting and that Member or nominee and a representative of that Corporate Member (as the case may be) shall be entitled to attend and be heard at such meeting; provided nevertheless that the absence of that Member or nominee and/or representative of the Corporate Member from such meeting (as the case may be) shall not preclude the Proprietor from proceeding with the meeting and exercising the powers conferred under Rule 9.3. Save as expressly provided herein, no Corporate Member or Member or nominee whose conduct is being enquired into by the Proprietor shall have a right to be heard before the Proprietor.

9.5 Final and binding decision

The decision of the Proprietor as regards the conduct of any Member or nominee or Corporate Member shall be final and binding and shall not be challenged or disputed and shall not be subject to any further appeal.

9.6 Liability for Monthly Dues, Etc During Period of Suspension or Withdrawal of Privileges

A Member whose membership has been suspended or whose membership privilege has been withdrawn shall during the period of suspension or withdrawal of privileges remain liable for all monthly dues and monies payable hereunder.

10. CESSATION AND TERMINATION OF MEMBERSHIP

10.1 Cessation of Membership

10.1.1 Any Member:-

- (i) who has resigned or died; or
- (ii) who becomes an enemy alien of Singapore; or
- (iii) who becomes of unsound mind; or
- (iv) who sells or transfers his membership; or
- (v) who is adjudged a bankrupt by a Court of competent jurisdiction or becomes insolvent; or
- (vi) who makes any composition or arrangement with his creditors under the provision of any statute; or
- (vii) whose membership has been charged under any Order of Court; or
- (viii) whose membership has been terminated under Rule 9.3.2; or

- (ix) who is convicted whether within or outside Singapore of any offence involving violence, fraud or dishonesty or shall suffer imprisonment for any reason whatsoever; or
- (x) who leaves Singapore to escape criminal proceedings; or
- (xi) being a body corporate is ordered by a Court of competent jurisdiction to be wound up or liquidated or has a petition presented for it to be placed under judicial management; or
- (xii) being an unincorporated association is dissolved or ceases to exist; or
- (xiii) being a partnership is dissolved or any partner thereof is adjudged bankrupt; or
- (xiv) being an overseas body corporate, unincorporated association or partnership, proceedings or actions analogous to those referred to in paragraph (xi), (xii) and (xiii) of this Rule is taken in respect of such Member, shall thereupon cease to be a Member of the Club and accordingly, shall forfeit all rights and privileges of a Member and the use of the facilities of the Club. If any of the events referred to in Rule 10.1.1 (i), (ii), (iii), (v), (vi), (viii), (ix) or (x) happens, befalls or transpires in respect of the nominee of a Corporate Member, the nominee shall, unless otherwise approved in writing by the Proprietor, forthwith cease to enjoy the privileges of a Member, and thereafter the relevant Corporate Member shall be entitled to re-nominate another individual as its nominee in accordance with Rule 3.7.2 (subject to the payment of the applicable re-nomination fee).

10.1.2 The Proprietor reserves the right to re-admit to membership on any terms it sees fit any person who has ceased to be a Member pursuant to the provisions of Rule 10.1.1.

10.1.3 Any Member who incurs a fine imposed by the Proprietor pursuant to Rule 9.3.3 shall be notified by the Membership Executive to pay the fine immediately, and in default of payment within thirty (30) days from the date of such notice, shall cease to be a Member if the Proprietor is satisfied that the Member has received due notice of such fine.

10.2 Termination of Honorary Membership

The Proprietor may at any time terminate the membership of any Honorary Member notwithstanding the terms and conditions of the admission of such Member and any of the provisions of these Rules and the Bye-laws to the contrary.

11. EFFECTS OF CESSATION OR TERMINATION

Any Member, whose membership is terminated or who ceases to be a Member pursuant to any of these Rules, shall forfeit all rights in and claims upon the Club and its property. No refund of any monies shall be made to such Member. The cessation or termination of the membership of any Member shall not affect his liability to the Club in respect of any charges, fees, late payment interest, charges or subscriptions incurred or due in respect of the period up to the date of the cessation or termination of his membership.

12. RESIGNATION OF MEMBERS

Any Member may resign from membership by giving to the Membership Executive thirty (30) days' notice in writing to that effect but shall be liable for his full monthly dues for the month during which he resigns and all other debts and liabilities due and unpaid at the date of his resignation. Any Member having discharged all his liabilities to the Club and wishing to rejoin is entitled to make a fresh application and the Proprietor may in its sole and absolute discretion waive in whole or in part any applicable entrance fees.

12.1 No Purchase of Membership by Proprietor

The Proprietor shall not under any circumstances be obliged to purchase any Member's membership, regardless of whether the Member's membership is terminated or ceases pursuant to the Rules.

13. ENTRANCE FEES, MONTHLY DUES AND OTHER DUES

13.1 All Members (other than Honorary Members) shall be liable to pay the following fees:

- (a) the entrance fee; and
- (b) the monthly dues,

the amount and manner of payment of which shall be determined by the Proprietor from time to time. The entrance fee shall be an out-and-out payment for the membership granted hereunder and shall not be refundable under any circumstances.

13.2 Monthly Dues

The monthly dues and all other fees payable by Members in respect of each category of membership shall be determined from time to time by the Proprietor. Each Member who is admitted as a Member on or before the 15th day of any calendar month shall be liable for the full monthly dues for that month, while each Member who is admitted as a Member after the 15th day of any calendar month shall be liable for monthly dues from the first day of the next calendar month. Thereafter, the monthly dues shall be payable in advance by the Member on the first day of each calendar month. A Corporate Member shall be liable for the settlement of any fees, costs, expenses, deposits, monthly dues and other fees payable by such Corporate Member levied in accordance with these Rules and the Bye-laws notwithstanding that the individual whom it had nominated has not yet been approved by the Proprietor, or that it has not nominated any individual pursuant to its entitlement under these Rules.

13.3 Additional fund

Any additional fund required for special purposes may only be raised from Members with the consent of the Proprietor.

13.4 Payment

The first entrance fee of a new Member shall be paid forthwith on admission. All other monthly dues shall be payable in advance on the first day of each calendar month without demand and may be charged to the Member's account with the Club. Members shall have the option of paying the monthly dues in advance on a quarterly or half-yearly basis.

13.5 Accounts to be maintained by the Club

The Club shall open and maintain an account in relation to each Member.

13.6 Charges and payment

All charges incurred by any Member with the Club and all fees and other sums due from any Member to the Club shall be debited to that Member's account with the Club and all payments made to the Club by any Member shall be credited to that Member's account with the Club.

13.7 Charges incurred by family member or nominee

All charges incurred by any family member or nominee of a Member with the Club shall be debited to the account of that Member.

13.8 Deposit

13.8.1 Each Member in every category of membership shall deposit with the Club as security for the payment of all monies due on his account with the Club, such sum determined by the Proprietor from time to time for that category of membership. The sum so deposited shall not be refunded until after the Member ceases to be a Member and may be utilised by the Club at any time to settle any amount due to the Club on the account of that Member and unless and until the sum has been so completely utilised, the sum shall not be taken into account in determining the balance due to the Club on the account of that Member. Pursuant to the aforesaid, each Member whose membership commences on or after 1 January 2013 shall place a food and beverage deposit of S\$500.00 (or such other sum as the Proprietor in its sole discretion shall determine from time to time) with the Club as security for the payment of all monies due on his account with the Club's food and beverage facilities upon accepting his membership. The Proprietor may, in relation to any Member or any category of membership, waive the requirement imposed by this Rule 13.8. Where any goods and services provided by the Club or the Proprietor within the Club Premises fall within the ambit of the Goods and Services Tax Act (Cap 117A), the Member shall pay the applicable goods and services tax. In addition, he or it shall be liable for any other taxes (other than income tax) levied on the Proprietor thereof.

13.8.2 All monthly dues and other fees payable by a Member shall be independent and separate payments which may not be offset against the entrance fee or other fees or charges payable to the Proprietor or the Club by such Member upon its admission as a member of the Club.

13.9 Member's Account

- 13.9.1 The account of each Member of the Club shall be prepared and sent to each Member for payment every month and shall be settled by such Member promptly upon receipt of the account statement. Each Member shall keep his account in credit.
- 13.9.2 If any Member's account or any part thereof for any month remains outstanding for more than thirty (30) days from the date of the monthly statement (the "Payment Date"), the Proprietor shall send a written notice in respect thereof to the defaulting Member.
- 13.9.3 If such default in payment is not remedied within fifteen (15) days from the date of such notice (the "Final Payment Date"), the Proprietor may withdraw all Membership privileges in respect of such Member until full payment of the outstanding account and the late charge (if any) is received.
- 13.9.4 The Proprietor may at its discretion levy a late payment charge after the Final Payment Date, in accordance with Rule 13.10.1 on the amount outstanding. Where payment is made by cheque, such payment shall be deemed to have been fully paid only when the cheque is cleared. The Proprietor may from time to time vary the rate or amount of such charge.
- 13.9.5 If payment is still not received after fifteen (15) days from the Final Payment Date, the account is deemed to be delinquent and the Proprietor may in accordance with the provisions of these Rules and the Bye-laws, expel the relevant Member, who is the holder of the delinquent account, without prejudice to any other right of action it may have with regard to such defaults in payment.

13.10 Charges

- 13.10.1 Interest shall accrue daily at the rate of 1% per month (or at such other rate as the Proprietor or the Club may in its absolute discretion determine from time to time) on the balance which is outstanding on the Member's account as at the Final Payment Date and thereafter on the balance up to and including the next monthly statement date, such interest shall continue to accrue until repayment is credited to the Member's account or as well after as before judgment.
- 13.10.2 The provision of Rule 13.10.1 shall continue to be applicable notwithstanding suspension or termination of the Member's membership.

14. POWERS OF THE PROPRIETOR

14.1 Management of Club

Except as expressly provided in these Rules, the Club shall be managed by the Proprietor, and the Proprietor shall have all the powers necessary to manage the Club and carry out all the objects of the Club in accordance with these Rules.

14.2 Bye-laws

The Proprietor may from time to time make, vary or revoke any or all such Bye-laws (not inconsistent with these Rules) as it shall think expedient for the regulation of the internal affairs of the Club, the conduct of Members and the use of the facilities of the Club and may impose fines not exceeding \$1,000 for any breach of such Bye-laws. All Bye-laws made by the Proprietor under this Rule 14.2 shall be binding on the Members when posted on any notice board on the Club's Premises and shall remain binding until repealed by the Proprietor.

14.3 Power to appoint committees

The Proprietor may constitute such number of committees as it may consider appropriate to assist in the management of the Club and may appoint the members of such committee and delegate and assign to any committee such duties and powers of the Proprietor as the Proprietor may determine.

14.4 Power to delegate

The Proprietor may delegate and assign any of its powers and duties to any committee or any person and on such terms as it deems fit.

14.5 Power to determine charges of the Club

The Proprietor may from time to time fix and revise the charges for food and beverage supplied by the Club and for the use of any of the Club's facilities or equipment and the fees chargeable to Members in respect of any notice given to them.

15. GENERAL MANAGER/MANAGING AGENT

15.1 Appointment of General Manger/Managing Agent

15.1.1 The Proprietor may appoint any individual, firm or body corporate to be the General Manager or Managing Agent for the day-to-day administration of the Club; and if so appointed, the General Manager or Managing Agent shall be responsible for the formulation and implementation of the Club's programme of activities and shall supervise the Club's employees, servants or agents as may be appointed by the Proprietor.

15.1.2 No Member shall, except as provided for in these Rules, have any part in the affairs and management of the Club.

15.1.3 The General Manager or Managing Agent shall have such administrative powers as may be necessary for properly carrying out the objects of the Club in accordance with these Rules.

15.1.4 In the absence of the appointment of a General Manager or Managing Agent, the duties and responsibilities of the General Manager or Managing Agent shall be carried out by the Proprietor, or such other person(s) as the Proprietor thinks fit.

16. CONSENT TO COLLECT, USE AND DISCLOSE DATA

In relation to any information provided to the Proprietor and/or the Club (which may include, but is not limited to personal data (collectively "**Data**")), a Member and/or an applicant applying for membership in accordance with Rule 3.12 above ("**Applicant**"), consents (for itself, and where applicable, on behalf of its family members, personnel, or other individuals or entities) to the Proprietor and/or the Club collecting, using, disclosing and processing such Data (including collecting, using, disclosing and processing of such Data by its affiliates and third parties) for the purposes of:

- 16.1 providing the services to the Member and/or to family members as detailed in these Rules;
- 16.2 managing the relationship with Members (and where applicable, the family members) and Applicants;
- 16.3 assigning, sub-contracting or outsourcing any part of the services or functions of the Proprietor and/or the Club to third parties, including but not limited to, its affiliates and third party service providers, if any; and
- 16.4 complying with all applicable policies, laws and regulations, and meeting any obligation to or requests from governmental entities, including anti-money laundering and anti-terrorist obligations.

The Proprietor and/or the Club may do anything or disclose any Data or matters without notice to the Member or Applicant concerned (including without limitation any family member concerned) if the Proprietor and/or the Club considers them to be required or desirable in respect of any applicable policy, law, regulation, government entity, regulatory authority or similar, or as are required to enable any service under these Rules to be provided. In respect of any Data about a Member (including without limitation any family member), or an Applicant provided to the Proprietor and/or the Club by or on behalf of a Member or Applicant, the Member and/or Applicant represents and warrants that he/she has obtained each concerned individual's prior consent to the collection, use, disclosure and processing of his/her Data by or for the Proprietor and/or the Club in the manner and for the purposes stated above and that such Data is true, accurate and complete.

17. AUDIT AND FINANCIAL YEAR

17.1 Audit of accounts

The accounts shall be audited by a firm of public accountants appointed by the Proprietor. The said firm of public accountants shall audit the Club's accounts for a term of one year and shall be eligible for re-appointment for consecutive terms.

17.2 Financial year

The financial year shall be from 1st January to 31st December.

18. CLUB'S PREMISES

18.1 Premises

The Proprietor will provide at the Premises everything reasonable necessary, for so long as the Proprietor remains in possession of the Premises, for carrying on the Club in accordance with its objects and these Rules and shall be solely responsible for all expenses so incurred and for the engagement and payment of staff and for catering and all other matters involving the expenditure of money.

18.2 Opening hours

The Premises shall open to Members from Monday to Saturday (closed on Sunday and public holiday) between such hours as the Proprietor shall from time to time determine, but the Proprietor may close them for such time as it may deem necessary for cleaning and repairs or staff holidays

18.3 Public areas

The Proprietor may, in its sole and absolute discretion, for such periods as it shall think fit, designate any area as a public area for which entry is not limited by any membership requirements.

19. VISITORS AND GUESTS

19.1 Guests

Every Member shall be allowed to introduce visitors into the Premises of the Club who shall then be entitled to use all facilities of the Club, subject to these Rules and such Bye-laws as shall be made from time to time by the Proprietor; provided that any guest using the Club's facilities must be accompanied by a Member who shall pay such guest fees as may be prescribed from time to time by the Proprietor. It is the duty of each Member to acquaint his guest to restrictions on guests against the use of any such facilities. Guest may, at the discretion of the Proprietor, be permitted to sign any checks, bills, invoices or chits, or use any cash or coupons or make any form of payment within the Premises provide always that the signing of such checks, bills, invoices or chits must have been approved in writing by a Member. Where such guest has been permitted to sign any checks, bills, invoices or chits, or use any cash or coupons or make any form of payment within the Premises of the Club, the Proprietor and/or the Club may in its sole discretion impose a guest surcharge on the total sum of such payment.

19.2 Responsibility for guests

19.2.1 A Member introducing a guest shall be responsible for all acts, debts, costs, expenses or liability owing to the Proprietor by such guest and shall indemnify the Proprietor against any claims, proceedings or actions made by such guest against the Proprietor in respect of any matter whatsoever.

19.2.2 Every visitor shall be considered the guest of, and be accompanied by, the Member introducing him provided that no person who has been expelled from membership or whose conduct or presence in the Club's Premises is considered by the Proprietor objectionable or prejudicial to the interests of the Club shall be introduced as a guest.

19.2.3 Visitors and guests shall be subject to these Rules and the Bye-laws.

19.3 Withdrawal of privileges

19.3.1 The Proprietor may at any time withdraw the privileges of the use of the facilities of the Club from any guest without assigning any reason therefor.

19.3.2 No person who has been expelled from the Club under Rule 9.3.1 may be introduced as a guest.

19.4 Guest Restrictions

19.4.1 Members may only sign in guests and/or visitors up to a maximum of 8 times per calendar year and any additional authorisations of additional guests and/or visitors above such limit shall be at the sole discretion of the Proprietor and/or the Club. For the avoidance of doubt, the signing in of one group of guests and/or visitors at a single time into the Club's Premises shall be counted as taking up 1 out of the 8 times of such maximum limit as aforementioned.

19.4.2 Authorisations for guests and/or visitors are required where such guests and/or visitors are settling any payments for the use of the Club's facilities and services on their own account. In the event that the guests and/or visitors are using the Club's facilities and services on the Member's credit account with the Club, a separate authorisation for such guest and/or visitor would not be required, provided that the Member shall prior thereto inform the Proprietor of such arrangement via email (or such other forms of communications as may be determined from time to time by the Proprietor) and the Proprietor shall have absolute discretion to refuse authorisation of such guests and/or visitors from using the Club's facilities and services without assigning any reason therefor.

19.5 Special occasions

The Proprietor may invite persons who are not introduced by Members to use the Club's facilities on special occasions. Such special occasions shall include but are not limited to the hosting of tournaments, the holding of private functions, meetings and conferences, and the introduction of celebrities, public or important figures and the Proprietor's business associates.

20. PROHIBITIONS

20.1 Gambling

Gambling of any kind, whether for stakes or not, is forbidden on the Premises. The introduction of materials for gambling in the Premises is prohibited.

20.2 Drug taking

The introduction of materials for drug taking and persons of bad character in the Premises is prohibited.

20.3 Trade union activity

The Club shall not engage in any trade union activity as defined in any written law relating to trade unions for the time being in force in Singapore.

20.4 Price fixing

The Club shall not attempt to restrict or interfere with trade or make directly or indirectly any recommendation to any arrangement with its Members which has the purpose or is likely to have the effect of fixing or controlling the price or any discount, allowance or rebate relating to any goods or services which adversely affect consumer interests.

20.5 Fines

The funds of the Club shall not be used to pay any fees, cost, legal expenses or any fines whatsoever of Members (in his capacity as a Member) whether convicted in court or otherwise.

20.6 Lottery

The Club shall not hold any lottery, whether confined to its Members or not, in the name of the Club or its office-bearers, Proprietor or its Members, unless it is for the express purpose of raising funds for the purposes of the Club and the necessary authorization has been obtained from the relevant authorities.

20.7 Political activity

The Club shall not indulge in any political activity or allow its funds and/or the Premises to be used for political purposes.

20.8 Fund raising

The Club shall not raise funds from the public for whatever purposes without the prior approval in writing of the Proprietor and the relevant authorities.

20.9 Borrowing Money

No Member shall borrow monies or incur any obligation or liability in the name of, or pledge the credit of, the Club or the Proprietor.

21. CLUB EMPLOYEES AND COMPLAINTS

Employees of the Proprietor shall not be requested to carry out errands whether outside or within the Premises on behalf of Members. All complaints in respect of any matter concerning the Club or the behavior or conduct of any employee of the Proprietor or the Club must be made in writing to the Proprietor. No employee of the Proprietor or the Club shall be reprimanded by any Member or his spouse, Dependants, family member or guests.

22. ASSIGNMENT

Membership of the Club may not be assigned, mortgaged, charged or otherwise encumbered in any way.

23. AFFILIATION WITH OTHER CLUBS

The Proprietor may enter into such reciprocal arrangements with other local or overseas clubs as it deems fit and terminate/change these arrangements from time to time. Details of any arrangements made with other clubs will be advised to Members by notification.

24. AMENDMENTS TO RULES

Only the Proprietor shall have the power at any time and from time to time, to amend, add to or repeal these Rules and fourteen (14) days' prior written notice thereof shall be given to all Members in accordance with Rule 27.

25. EXCLUSION OF LIABILITY

The Proprietor and the Club shall not be liable in any manner whatsoever:-

25.1 for any loss of or damage to any property or article whatsoever, or howsoever brought upon or left at the Premises by a Member, his guest or any other person; and

25.2 to the fullest extent permitted by law, for any injury, loss of life or other loss whatsoever, or howsoever caused to a Member, his guest or to any other person.

26. INTERPRETATION

In the event of any question or matter pertaining to the day-to-day administration of the Club which does not arise out of and is not provided for in these Rules or the Bye-laws expressly, the Proprietor shall have power to use its own discretion. The decision of the Proprietor shall be final.

27. NOTICES

27.1 Mailing address

All Members shall provide to the Proprietor a mailing address in Singapore notwithstanding that their place of residence or place of business (as the case may be) shall be outside of Singapore.

27.2 Deemed delivery

Any notice or letter to any Member sent by post to his mailing address shall be deemed to have been duly delivered and served on that Member on the day following the date of posting notwithstanding that the same may be returned through the post undelivered.

28. CHANGE OF ADDRESS

Every Member shall promptly give written notice of any change in his mailing address to the Membership Executive of the Club and who shall enter the new mailing address in the Register of Members.

29. WAIVER

No failure by any Member in respect of compliance with these Rules or the Bye-laws shall be deemed to have been waived, executed or accepted by the Proprietor unless the same is expressly waived, excused or accepted by the Proprietor in writing.

30. GOVERNING LAW AND JURISDICTION

30.1 These Rules, and the Bye-laws of the Clubs, shall be governed by and construed in accordance with the laws of Singapore.

30.2 All parties concerned including but not limited to the Members, their spouses, Dependants and guests hereby submit to the non-exclusive jurisdiction of the Courts of Singapore.

31. DISSOLUTION

31.1 Resolution for dissolution

Notwithstanding Rule 3.11.1, the Club may be dissolved voluntarily by the Proprietor at any time.

31.2 Discharge of liabilities

Upon the dissolution of the Club, all rights of membership shall terminate and the Proprietor shall be discharged from all liabilities and obligations hereunder or elsewhere and no Member shall have any claim against the Proprietor, the Club except in respect of any monies standing to the credit of the Member in that Member's account with the Club.

31.3 Liabilities of Members

All Members shall remain liable to the Proprietor for all dues or debts incurred before the dissolution of the Clubs and shall forthwith make payment of such dues or debts.