



CONSTITUTION OF My Golf Kaki

ARTICLE 1 – NAME

- 1.1 This Club shall be known as “My Golf Kaki”, hereinafter referred to as the “Club”.

ARTICLE 2 – PLACE OF BUSINESS

- 2.1 Its place of business shall be at “Golf Hub @ Orchid Country Club, 1 Orchid Club Road, #02-11, Singapore 769162” or such other address as may subsequently be decided upon by the General Committee and approved by the Registrar of Accounting And Corporate Regulatory Authority of Singapore. The Club shall carry out its activities only in places and premises which have prior written approval from the relevant authorities, where necessary.

ARTICLE 3 – OBJECTS

- 3.1 The object of the Club is to promote golf as a sport among Members (as defined below) and to provide golfing benefits, recreation and competitions for Members.

ARTICLE 4 – STRUCTURE

- 4.1 The Club is a proprietary club, the sole proprietor being UPlay Ventures Pte. Ltd. (“the Proprietor” which expression shall include its successors-in-title and assigns).

- 4.2 The Proprietor may open one or more bank accounts in the name of the Club.
- 4.3 The Club may join any organization as an Affiliate member, subject to the terms and conditions of an Agreement and the Constitution of the aforementioned organization.

ARTICLE 5 - MEMBERSHIP QUALIFICATION AND RIGHTS

- 5.1 Membership of the Club shall consist of any or all of the following classes of Members namely:-

(a) Ordinary Membership

Ordinary Membership is open to any person below 55 years old.

(b) Senior Membership

Senior membership is open to any person aged 55 years and above.

(c) Associate Membership

Associate membership is open to any person who does not wish to maintain their golf handicaps with the Club.

(d) Junior Membership

Junior membership is open to children below 21 years old. Junior Members shall not be accepted as Members without the written consent of their parent or legal guardian. The parent or legal guardian of the Junior Member who gives such consent shall be liable for all obligations of the Junior Member under this Constitution and/or the Bye-Laws and be responsible for all charges incurred and any breach of this Constitution and/or the Bye-Laws by the Junior Member.

(e) Honorary Membership

The Proprietor may invite any person of distinction to be an Honorary member for such period and on such terms as it deems fit.

(f) Patron

The Proprietor may appoint any person(s) to be a Patron(s) of the Club.

5.2 The Proprietor may create, revoke or vary any class of membership or offer the renewal of any class of membership on such terms and conditions as it deems fit whenever it considers such to be appropriate.

ARTICLE 6 – APPLICATION FOR MEMBERSHIP

6.1 Any person who wishes to join the Club shall submit his particulars to the Secretary on a prescribed form. The applicant shall:

(a) complete and sign the application form;

(b) enclose payment for term subscription which would be refunded without interest to the applicant whose application is not accepted.

6.2 The General Committee or such other sub committee or person as the General Committee shall delegate, on behalf of the Proprietor, shall consider and decide on all applications for membership. No reason shall be given for any rejection.

6.3 Upon acceptance, the name of the applicant shall be entered in the 'Register of Members' maintained for each class of Members.

6.4 The successful applicant shall become a member of the Club ("Member" and members of the Club shall collectively be referred to as "Members") and shall enjoy all rights and privileges of membership for that class of Members from that date or on the date of payment of

the first monthly or other periodic subscription (whichever shall be later).

6.5 Membership is renewable on term basis and subject to the General Committee's approval for renewal.

6.6 A copy of the Constitution and Bye-Laws shall be made available to every approved Member on the Club's website and the Club Members' portal.

ARTICLE 7 – SUBSCRIPTION FEES AND OTHER DUES

7.1 The registration fees and term subscriptions payable by the various classes of Members shall be determined by the Proprietor, from time to time.

7.2 Subject to Article 7.1 above, a person who is a member of any NTUC affiliate, a member of any approved NTUC-related organisation or an existing Member shall be entitled to pay such registration fees and term subscriptions (as the case may be) at preferential rates as compared to the prevailing fees and subscriptions payable by a person applying to be a Member who is not a member of any NTUC affiliate, a member of any approved NTUC-related organisation or an existing Member.

7.3 In order for a Member to retain his period of continuous membership, the Member shall pay the prescribed term subscription(s) for renewal of membership in the expiry month of membership.

7.4 If a Member falls into arrears with his subscription or other dues, he shall be notified in writing by Club via email. If a Member fails to settle his arrears within 4 weeks of becoming due or upon the expiry date stated in the aforesaid notice sent by Club, whichever is the earlier, the President may order that he be denied the privileges of membership until he settles his accounts. If he falls into arrears for more than 3 months, he will automatically cease to be a Member and the General Committee may take such course of action including legal action against him for the recovery of the arrears or other dues.

ARTICLE 8 – RESIGNATION, SUSPENSION AND CESSATION OF MEMBERSHIP

- 8.1 A Member may, at any time by giving 7 days' notice in writing to the Proprietor, withdraw as a member of the Club but shall continue to be liable for any subscription or other debts due and unpaid at the date of expiry of his membership.
- 8.2 Any member of the Club on ceasing to be a Member shall forfeit all rights and privileges of a Member including termination of his golf handicap, and shall not be entitled to claim for refund of his term subscription fee and or any fee for his golf handicap for the unexpired term of his membership.
- 8.3 The General Committee may suspend or terminate the membership of any Member who acts in any way prejudicial to the interests of the Club or its Members thereof or who shall have breached any of the Articles herein or Bye-Laws of the Club or who is found to have made a false statement or provided false information in his application to be a Member of the Club. Such Member shall not be entitled to claim for refund of his term subscription fee or any fee for his golf handicap.
- 8.4 A Member so expelled shall not thereafter be eligible to re-apply for membership of the Club.
- 8.5 Any Member:-
- (a) who has withdrawn or died, or
 - (b) who has been adjudicated bankrupt, or
 - (c) who becomes an enemy alien of Singapore, or
 - (d) who has defaulted and whose name has been posted as a Defaulter for a period of 3 months, or

- (e) whose membership has been charged under any Order of Court, or
- (f) who has been expelled, or
- (g) who has been convicted of any offence involving violence or dishonesty or shall suffer imprisonment for any reason whatsoever, or
- (h) who leaves Singapore to escape criminal proceedings, or
- (i) who does anything prejudicial to the interest or name of NTUC, NTUC Club and/or the Proprietor

shall cease to be a Member.

ARTICLE 9 – MANAGEMENT

- 9.1 The administration of the Club shall be entrusted to a Committee known as the "General Committee", consisting of the following:
- (a) A President – The President shall chair all General Committee meetings. He shall also represent the Club in its dealings with outside persons;
 - (b) A Vice President – The Vice President shall assist the President and deputise for him in his absence;
 - (c) A Secretary – The Secretary shall keep all records, except financial, of the Club and shall be responsible for their correctness. He will keep minutes of all General Committee meetings. He shall maintain an up-to-date Register of Members at all times; and
 - (d) Up to 5 other members of the General Committee who shall assist the General Committee in the general administration of the Club and perform any other duties assigned by the General Committee.

- 9.2 All members of the General Committee shall be appointed by the Proprietor and such persons may be appointed for a period of 4 years renewable in the discretion of the Proprietor and upon such terms as the Proprietor may in its discretion deem fit. The Proprietor may at any time, in its absolute discretion, remove and replace any member from the General Committee.
- 9.3 The General Committee shall be the governing body of the Club and subject to such terms, conditions and limits on its authority as the Proprietor may impose, shall have general power to take charge of all affairs, property and membership of the Club and shall have such administrative powers as may be necessary for properly carrying out the objects of the Club. The General Committee shall not however have the power to dispose of any property of the Club without the prior approval of the Proprietor.
- 9.4 The General Committee may from time to time review the Articles of this Constitution and make such recommendations to the Proprietor as may be necessary to amend, add to or repeal the Articles of this Constitution.
- 9.5 The General Committee shall meet as often as it is necessary to enable it to arrange the affairs of the Club. Fifty percent of the total number of members of the General Committee at any one time shall form a quorum. At all validly constituted General Committee meetings, any decision/resolution of the General Committee shall be deemed validly approved and passed if a simple majority of the members of the General Committee present at the meeting vote in favour of and/or approve the decision/resolution. In the case of an equality of votes, the President (or the Vice President in the President's absence) shall be entitled to a second or casting vote.
- 9.6 The General Committee shall, not later than the date specified by the Proprietor, submit to the Proprietor for approval its estimates of the Revenue and Expenditure (hereinafter referred to as the "Budget") for the ensuing financial year.
- 9.7 Pending the approval by the Proprietor of the Budget for the Club, the General Committee shall not approve or incur any expenditure for any purpose for the ensuing financial year covered by the Budget.
- 9.8 No expenditure shall be approved or incurred by the General Committee for any purpose unless it is within the financial limits set by the Proprietor from time to time and or covered by the approved Budget.
- 9.9 The General Committee may from time to time with the approval of the Proprietor make, vary and revoke Bye-Laws (not inconsistent with these Articles) for the regulation of the internal affairs of the Club and the conduct of Members. Until revoked all Bye-Laws shall be binding on all Members.
- 9.10 A decision/resolution in writing signed by all the members of the General Committee shall be as valid and effectual as if it had been passed at a General Committee meeting duly convened and held. Any such decision/resolution may consist of several documents in like form, each signed by one or more of the General Committee members. The expressions "in writing" and "signed" include approval by telefax, telex, cable, telegram, facsimile, electronic mail or any form of electronic communication approved by the members of the General Committee for such purpose from time to time.
- 9.11 The meetings of the General Committee may be conducted by means of telephone or video conference or other methods of simultaneous communication by electronic, telegraphic or other similar means by which all persons participating in the meeting are able to hear and be heard and, if applicable, see and be seen by all the other participants without the need for physical presence.
- 9.12 The members of the General Committee participating in any such meeting conducted by the means set out in Article 9.11 above shall be counted in the quorum for such meeting and, subject to there being a requisite quorum under this Constitution, all resolutions agreed by the members of the General Committee in such a meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the General Committee duly convened and held.

employees, servants or agents as may be appointed by the Proprietor.

ARTICLE 10 – SUB-COMMITTEE & ADVISOR

- 10.1 The General Committee shall have the power to constitute sub-committees and to appoint or call for nomination to fill the positions in such sub-committees as it may deem necessary or expedient for the object of furthering any particular activity of the Club. The General Committee may delegate to such sub-committee such powers and duties of the General Committee (except those relating to the termination of a Member's membership) as it may determine subject to the approval of the Proprietor. Each sub-committee shall keep minutes of its proceedings which it shall produce to the General Committee and shall conduct its business in accordance with the directions of the General Committee. Articles 9.10 to 9.12 above shall apply mutatis mutandis to a meeting of the sub-committees.
- 10.2 No sub-committee shall have the power to incur any expense or give any warranty on behalf of the Club except to such extent as the General Committee and the Proprietor may from time to time specifically authorise.
- 10.3 The General Committee may with the approval of the Proprietor appoint any professional advisor for the Club for such period and on such terms and conditions as the General Committee may with the approval of the Proprietor decide.

ARTICLE 11 – MANAGING AGENT

- 11.1 The Proprietor may appoint any Person, Firm, Company, Body Corporate or such other entity as the Proprietor may in its sole discretion determine to be the Managing Agent ("Managing Agent") for the day to day administration of the Club which shall be subject to the general direction of the General Committee. The Managing Agent shall be responsible for the formulation and implementation of the Club's programme of activities and shall supervise the Club's

- 11.2 No Member shall, except as provided for in these Articles, have any voice in the affairs and management of the Club.
- 11.3 The Managing Agent shall be responsible for controlling the finances of the Club and shall have such administrative powers as may be necessary for properly carrying out the objects of the Club in accordance with these Articles.
- 11.4 In the absence of the appointment of a Managing Agent, the duties and responsibilities of the Managing Agent shall be carried out by the General Committee.

ARTICLE 12 – AUDIT AND FINANCIAL YEAR

- 12.1 The Proprietor shall appoint auditors for the Club who shall audit the annual accounts for any period required by the Proprietor.
- 12.2 The Financial year of the Club will commence on 1st April and end on 31st March (of the following year).

ARTICLE 13 – GUESTS

- 13.1 Guests of the Members shall not be admitted into the privileges of the Club. All guests shall abide by the Club's rules and regulations.

ARTICLE 14 – PROHIBITIONS

- 14.1 The funds of the Club shall not be used to pay the fines of Members who have been convicted in court of law.
- 14.2 The Club shall not attempt to restrict or interfere with any trade or directly or indirectly make any recommendation to, or make 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 and service which will adversely affect consumers' interests.

- 14.3 The Club shall not indulge in any political activity or allow its funds to be used for political purposes.
- 14.4 The Club shall not hold any lottery, whether confined to its Members or not, in the name of the Club or its office bearers, General Committee, sub-committees or Members unless with the prior approval of the relevant authorities.
- 14.5 The Club shall not raise funds from the Public for whatever purposes without the prior approval in writing of the Head, Licensing Division, Singapore Police Force and other relevant authorities.

ARTICLE 15 – AMENDMENTS TO CONSTITUTION

- 15.1 Only the Proprietor shall have the power to amend, add to or repeal the Constitution. Amendments to the Constitution shall not come into force without the prior approval in writing of the competent authority, if required.

ARTICLE 16 – INTERPRETATION OF ARTICLES

- 16.1 The Proprietor shall be the sole authority for the interpretation of this Constitution and the Rules, regulations and by-laws made hereunder and the decision of the Proprietor shall be final and binding.

ARTICLE 17 – DISSOLUTION

- 17.1 The Club may be dissolved voluntarily by a resolution of the Proprietor.
- 17.2 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 claims against the Proprietor except in respect of any monies standing to the credit of the Member.

- 17.3 All Members shall remain liable to the Proprietor for all dues or debts incurred before dissolution of the Club and shall forthwith make payment.
- 17.4 A Certificate of Dissolution shall be given within seven days of the dissolution to the Registrar of Accounting And Corporate Regulatory Authority of Singapore.

ARTICLE 18 – LIABILITY OF THE CLUB

- 18.1 The Proprietor and the Club shall not be liable:
 - (i) for any loss of or damage to any property or article whatsoever, or howsoever brought upon by a Member, his guest or any other person.
 - (ii) for any injury or loss whatsoever, or howsoever caused to be a Member, his guest or to any other person; and
 - (iii) for all claims, demands, costs, loss of life

ARTICLE 19 – NOTICE

- 19.1 A notice (including any notice for the amendment of this Constitution and the Bye-Laws) to any Member may be (a) sent by post or delivered by hand to his address in the Register of Members, (b) sent by email to his last known email address, or (c) posted in the Club Members' portal.
- 19.2 A notice (a) if it is sent by post, shall be deemed to have been duly delivered on the day following the date of posting, (b) if sent by email, shall be deemed to have been duly delivered at the time of transmission, and (c) if posted to the Club Members' portal, shall be

deemed to have been duly delivered on the day following the date of posting.

- 19.3 Every Member shall communicate any change of address and/or email address to the Club in writing.

ARTICLE 20 – TERMS

- 20.1 Words importing the singular number shall include the plural and the masculine gender shall include the feminine or neuter and vice verse.

ARTICLE 21 – WAIVER

- 21.1 No failure by any Member to comply with this Constitution or the Bye-Laws shall be deemed to have been waived, excused or accepted by the Club unless the same is expressly waived, excused, or accepted by the Club in writing. Any waiver shall be effective only in the instance and for the purpose for which it is given.