

RULES & REGULATIONS

CONTENTS

Name	2
Intentions	2
Constitution of Club	2
Club Property	3
Rights and Liabilities of Members	3
Membership	4
Honorary Members	4
Ordinary Members	5
Corporate Members	6
Instalment Plan	7
Guests	8
Entrance and Other Fees	9
Subscriptions	9
The Member's Account	10
Proprietor's Discretion	11
Charges	12
Exclusion	12
Monthly Instalment	12
Prohibitions	13
Membership Application	13
Acceptance Notified	13
Monies in Arrears	14
Resignation of Member	14
Bankruptcy, Conviction, etc.	15
Expulsion or Suspension	16
Club Facilities	16
Branch	17
Management and Administration	17
Bye-Laws	18
Notices	18
Dispute Statement	18
Amendment of Rules	18
Exemption	18
Relationship between Members	19
Spouse and Children	19
Interpretation	20
Waiver	20

RULES & REGULATIONS OF
RAFFLES TOWN CLUB MEMBERSHIP

Name

1. The name of the Proprietor (which expression shall include its successors-in-title and assigns) is Raffles Town Club Limited (the “Proprietor”)

Intentions

2. It is the intention of the Proprietor to provide for the use and enjoyment by the Members of facilities (the “Facilities”) for recreation, entertainment, dining and/or such other activities as the Proprietor may from time to time in its absolute discretion decide. The Facilities and the provision of the Facilities to the Members shall hereinafter collectively be referred to as the “Club”.

Constitution of Club

- 3.1 Club : The proprietor and sole manager of the Club shall be the Proprietor.
- 3.2 Supervision : The Proprietor is a public company incorporated in Singapore. Its Board of Directors will be entrusted with the supervision of the politics, management, maintenance, finance, accounts and operation of the Club.
- 3.3 Premises : The place of business of the Club shall be situated at Land Parcel 500 at Dunearn Road / Whitley Road being the whole of Lots Number 5597 and 5953 of Mukim 17, and part of Lots 5257, 5952 and 6215 of Mukim 17 (the “Premises”) in relation to which the Proprietor has obtained a lease from the President of Republic of Singapore for a period of 30 years ending October 2026.
- 3.4 Payment of Proprietor : All payments due by a Member under these Rules and the bye-laws made pursuant to these Rules (the “Bye-Laws”) shall be due to the Proprietor and not the Club.
- 3.5 Ownership : All the assets, property and Facilities provided at the Club and located at the Premises (the “Assets”) shall be deemed to be owned by the Proprietor. No Member shall have any rights interest or title whatsoever in relation to the same. Use of the Facilities by Members will be subject to these Rules and the Bye-Laws.
- 3.6 Licence : In consideration of the Member agreeing to pay in accordance with the provisions herein the Entrance Fee, the monthly subscription and any other sum payable hereunder, and subject to these Rules and the Bye-laws, the Proprietor grants to the Member a licence for a period commencing from the date the Member becomes a member of the Club till October 2026 to :-
- (i) use and enjoy the Facilities; or
 - (ii) in the case of a Corporate Member, nominate a Nominee to use and enjoy the Facilities,

in common with other Members, the Nominees of other Members, the persons entitled thereunder and such other persons as the Proprietor may in its absolute

discretion decide subject to these Rules and the Bye-laws, Provided Always That in the event that the lease of the Premises is extended after October 2026 or the Facilities are relocated to different premises after October 2026, the Proprietor shall grant to the Members an option to extend the licence granted to them pursuant to this Clause to use and enjoy the Facilities on such terms and conditions as are mutually acceptable to the Proprietor and the Members.

Club Property

4. All the Assets shall at all times be and remain the property of the Proprietor and no Member shall take away or permit to be taken away from the Premises or shall injure, damage, misuse or destroy any of the Assets.

Rights and Liabilities of Members

- 5.1 Use of Facilities : Every Member shall, 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, be entitled to use and enjoy in common with the other Members the Facilities provided by the Proprietor for the use of the Members, subject to the payment of fees, subscriptions, and any other monies due to the Proprietor. The Proprietor may in its absolute discretion also impose charges for any services, food, drinks or the use of any of the Facilities and the Proprietor shall have the right at any time and from time to time to vary any such charges.
- 5.2 Guests : The Proprietor may in its absolute discretion prescribe such rules relating to the conduct and/or admission of Members and Nominees, their guests, spouse or children, the use of the Facilities and the conduct of games as it shall from time to time decide.
- 5.3 Repairs : Without prejudice to the generality of the foregoing, if at any time it appears to the Proprietor that any of the Facilities is congested, in need of any repair, renovations, inspection, expansion or maintenance or required for the use of the Proprietor for any purpose as the Proprietor may decide, the Proprietor may in its absolute discretion impose conditions on, restrict, suspend or otherwise limit the rights and privileges of the Members in respect of any one or more of such Facilities and the Proprietor shall not in any way be liable for any inconvenience or loss that may be suffered or sustained by any Member or any other person entitled or permitted to use and enjoy the Facilities resulting from such conditions, restrictions, suspension or limitation.
- 5.4 Alternative Facilities : The Proprietor shall be entitled to substitute any of the Facilities with any other facility that the Proprietor deems appropriate in the event that any such Facility is or cannot for any reason whatsoever be made available for the use and enjoyment of the Members.
- 5.5 Financial Liability : For the avoidance of doubt, a Member shall not by reason of his membership be under any financial liability in respect of the provision of the Assets and Facilities except for payment of all monies payable under these Rules and the Bye-laws to the Proprietor.

Membership

6.1 **Class** : The Club shall comprise Honorary Members, Ordinary Members and Corporate Members. Any member of the Club in whatever class shall be referred to in these Rules and the Bye-laws as a “Member” which expression shall include Nominees where appropriate. The Club shall consist of such number of Members as the Proprietor may in its absolute discretion from time to time decide.

6.2 **Other Classes** : The Proprietor may from time to time create new classes or categories of membership on such terms and conditions as the Proprietor may determine.

Honorary Members

7. The Proprietor may at time and its absolute discretion invite any person to be an Honorary Member upon such terms and conditions and for periods as the Proprietor may determine. An Honorary Member shall have such rights and privileges as the Proprietor may from time to time in its absolute discretion determine.

Ordinary Members

8.1 **Transfer** : An Ordinary Member may with the approval of the Proprietor and provided that he is not in breach of any of the Rules and the Bye-laws, transfer his membership. Any Ordinary Member (the “Transferor”) wishing to transfer his membership must first submit the name of the proposed transferee (the “Transferee”) on the prescribed form to the Proprietor for approval. The Proprietor may in its absolute discretion reject the proposed Transferee for membership for any reason whatsoever. No reason shall be given for rejection. The Transferee shall be a natural person aged 21 years or above. The Transferee shall be admitted as an Ordinary Member upon payment to the Proprietor of :-

- (i) a transfer fee (“Transfer Fee”) of 10% of the prevailing entrance fee payable by an Ordinary Member as may be decided at the absolute discretion of the Proprietor from time to time; and
- (ii) such sums as may be determined by the Proprietor in its absolute discretion from time to time as the Food and Beverage Deposit (as defined in Rule 12.2).

Provided Always That nothing herein contained shall restrict the Member from assigning his rights hereunder to an end-financier if such assignment is with the prior written consent of the Proprietor.

8.2 **Full Payment** : An Ordinary Member shall only be entitled to transfer his membership upon fully paying up his entrance fee, Food and Beverage Deposit and all other fees, subscriptions and amounts owing to the Proprietor.

8.3 **Refund** : Upon the Transferee being admitted as an Ordinary Member, all monies standing to the credit of the account of the Transferor including

deposits paid to the Proprietor shall be refunded to the Transferor and the Transferor shall have no rights or claims whatsoever against the Proprietor.

8.4 Supplementary Member : An Ordinary Member shall upon payment of a fee of such sum as the Proprietor shall from time to time prescribe, be entitled to nominate one person (who shall be the spouse or fiance/fiancee of such Member and aged 21 years or above) who shall subject to the acceptance by the Proprietor, be entitled to enjoy the Facilities in the same manner as an Ordinary Member, and shall be subject to these Rules and the Bye-laws including but not limited to the payment of fees and subscriptions in the same manner that an Ordinary Member shall be subject, and shall further be subject to such restrictions or conditions as the Proprietor may from time to time in its absolute discretion impose.

Corporate Members

9.1 Transfer : A Corporate Member (which expression shall include businesses registered according to the law) may with the approval of the Proprietor and provided that it is not in breach of any of the Rules and the Bye-laws transfer its membership to any other company or business registered according to law. Any Corporate Member wishing to transfer its membership must first submit the name of the proposed transferee (the “Corporate Transferee”) on the prescribed form to the Proprietor for approval. The Proprietor may in its absolute discretion reject the proposed Corporate Transferee for membership for any reason whatsoever. No reason shall be give for rejection. The Corporate Transferee shall be a firm or corporate body. The Corporate Transferee shall be admitted as a Corporate Member upon the payment to the Proprietor of the amounts referred to in Rule 8.1 except that reference therein to “Ordinary Member” shall be changed to “Corporate Member”.

Provided Always That nothing herein contained shall restrict the Corporate Member from assigning its rights hereunder to an end-financier if such assignment is with the prior written consent of the Proprietor.

9.2 Rules 8.2 and 8.3 : The provision in Rules 8.2 and 8.3 shall mutatis mutandis be applicable to Corporate Members.

9.3 Nominee : A Corporate Member shall upon payment of a nomination fee of such sum as the Proprietor shall from time to time prescribe be entitled to nominate such number of persons as may be prescribed by the Proprietor from time to time in its absolute discretion (who shall be aged 21 or above) employed by such Member (collectively the “Nominees” and each a “Nominee”) who shall subject to the acceptance by the Proprietor be entitled to enjoy the Facilities 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 Provided Always That where the Corporate Member nominates another person, the Corporate Member shall not be entitled to use and enjoy the Facilities. The privileges of the Nominees shall cease forthwith upon the membership of such Corporate Member ceasing for any reason whatsoever.

- 9.4 **Change of Nominee** : A Corporate Member may by notice in writing to the Proprietor, terminate the nomination of any Nominee and nominate another individual as a Nominee, on payment of a registration fee, the amount of which shall be determined by the Proprietor from time to time in its absolute discretion.
- 9.5 **Acceptance** : All Nominees, whether original or substituted, of a Corporate Member shall be subjected to acceptance by the Proprietor who shall be entitled in its absolute discretion to reject any such nomination without giving any reason whatsoever.
- 9.6 **Liability of Corporate Member** : Each Corporate Member shall be liable to the Proprietor for the payment of all entrance fees, Monthly Instalments (where applicable), nomination fees, liabilities and monies due on the accounts of its Nominees and/or any charges or liabilities arising as a result of a breach of these Rules and the Bye-laws by its Nominee(s) and shall indemnify the Proprietor against all claims, proceedings or actions made by its Nominees against the Proprietor in respect of any matter whatsoever.

Instalment Plan

- 10.1 **Instalment Plan** : The Proprietor may in its absolute discretion allow a Member to pay his entrance fee in accordance with an instalment plan as may be stipulated by the Proprietor from time to time. Such as applicant shall pay an initial downpayment and the balance of the entrance fee by monthly instalments (the “Monthly Instalments”) (both of which shall be determined by the Proprietor in its absolute discretion from time to time).
- 10.2 **Monthly Instalment** : A member who is allowed to pay his or its entrance fee in instalments shall subject to him or it paying the Proprietor the Monthly Instalments of such amount as may be prescribed by the Proprietor in its absolute discretion, be entitled all rights and privileges of the type of membership that the Member is applying for save that such a Member shall have no right to transfer his or its membership unless and until all Monthly Instalments payable by such Member, whether due at the time of the proposed transfer or in the future, are paid in full.
- 10.3 **Advance Payment** : The Monthly Instalments shall be due and payable in advance on the first day of each calendar month except that the first Monthly Instalment for a newly admitted Member shall be paid on the date of admission if it shall not fall on the first day of the calendar month.
- 10.4 **Instalment Plan** : Where the Proprietor has agreed to allow any Member to pay the entrance fee by way of instalments, the entrance fee shall be paid strictly in accordance with the instalment plan as stipulated and approved by the Proprietor in its absolute discretion from time to time. No Member may vary or modify the instalment plan or make any late payment of the Monthly Instalments save that a Member paying the entrance fee by way of an instalment plan shall at the discretion of the Proprietor be entitled to prepay the full sum of the entrance fee or the balance thereof, payable by the Member to the Proprietor at that time.

10.5 **Failure to Pay** : If a Member fails to pay any Monthly Instalment the provisions of Rules 16.1 and 22 shall apply.

10.6 **Resignation** : A Member may resign his membership notwithstanding that he has not paid the Proprietor all the Monthly Instalments payable under the instalment plan. The Member may resign his membership in the manner provided in Rule 22 and the consequences therein shall follow.

Guests

11.1 **Use of Facilities** : Except where otherwise provided by these Rules and Bye-laws a Member may with the approval of the Proprietor introduce any person as a guest to the Club. Such a guest shall be entitled to the use of the Facilities as may be determined from time to time by the Proprietor and be governed by these Rules and the Bye-laws Provided that any guest using the Facilities must be accompanied by a Member who shall pay such guest fees as be prescribed from time to time by the Proprietor. The Proprietor may in its absolute discretion restrict the number of times a guest may be introduced to the Club during any period. No guest shall be allowed to use the Facilities on such days as the Proprietor may in its discretion prescribe and no more than such number of guests as the Proprietor may in its absolute discretion determine shall be invited on any one occasion by any one Member.

11.2 **Responsibility of Member** : A Member introducing a guest shall write the name and address of the guest, his own name and the period of which the guest is introduced in the register of guests kept for the purpose at the Premises and shall be responsible for any debt and liability owing to the Proprietor by each guest and shall indemnify the Proprietor against any claims, proceedings or actions made by the guest against the Proprietor in respect of any matter whatsoever. It is the duty of the Member to acquaint his guest with these Rules and the Bye-laws and as to whether there are restrictions in respect of the use of the Facilities by guests.

11.3 **Withdrawal of Privileges** : The Proprietor may at any time in its absolute discretion for any reason whatsoever prohibit any guest from being introduced by a Member and may at any time withdraw the privileges of the Club from any guest.

11.4 **Prohibition** : No person who has been prohibited from being introduced as a guest, or from whom the privileges of the Club have been withdrawn, or who has been expelled from the Club under Rule 25 may be introduced as a guest.

11.5 **Private Functions** : The Proprietor may in its absolute discretion at any time allow any of the Facilities to be used for private functions, meetings or conferences by any Member or any other person subject to such conditions as the Proprietor may prescribe.

Entrance and Other Fees

12.1 **Fees** : Unless otherwise expressly excluded herein, each Member shall be required to pay an entrance fee, Monthly Instalments (where applicable), and

such other fees as the Proprietor may from time to time prescribe and all taxes and charges imposed by any statutory or other law or regulation including the Goods and Services Tax on all such amounts.

12.2 **Credit Facilities** : The Proprietor may in its absolute discretion extend to each Member credit facilities to an extent as may be determined by the Proprietor from time to time (the “Credit Limit”). Such credit facilities may not be utilised by any Member to defer the payment of any entrance fee, Monthly Instalments (where applicable), subscriptions or any deposit required to be paid by such Member. Each Member shall be required to pay a deposit (the “Food and Beverage Deposit”) of a sum to be determined by the Proprietor from time to time and this sum shall be held as security for such credit facilities as may be provided to the Members by the Proprietor and/or as security for other monies due and owing by the Member to the Proprietor at any time and from time to time.

12.3 **Amounts** : The rates and amounts of entrance fee, Monthly Instalments (where applicable), Food and Beverage Deposit and other fees payable by the various categories Members shall be such as the Proprietor may in its absolute discretion from time to time determine.

Subscriptions

13.1 **Payments** : Unless otherwise expressly excluded herein, each Member shall be required to pay monthly and/or other subscriptions as may from time to time be prescribe by the Proprietor and all taxes and charges imposed by any statutory or other law or regulation including the Goods and Services Tax on such subscriptions.

13.2 **Rates** : The rate of monthly and other subscriptions payable by the various categories of Members shall be such sum as may from time to time at the absolute discretion of the Proprietor be prescribed by the Proprietor.

13.3 **Due date** : The first monthly subscription shall be paid by the Member within fourteen (14) days from :-

- (i) the date of notice by the Proprietor informing the Member of the availability for use and enjoyment by the Member of the Facilities or any part thereof (the “Date of Commencement”); or
- (ii) the date of the acceptance by the Proprietor of the Member’s application to join the Club (the “Acceptance Date”),

whichever is the later. All other monthly subscriptions payable thereafter shall be due and payable in advance on the first day of each calendar month.

13.4 **First Monthly Subscription** : The first monthly subscription shall be paid in full notwithstanding that the number of days elapsed between the Date of Commencement or the Acceptance Date (as the case may be) and the last day of the month on which such date falls, is less than 31 days.

13.5 Other Subscriptions : The other subscriptions shall be due and payable as such date as the Proprietor shall in its absolute discretion from time to time determine.

The Member's Account

14.1 Debit : Each Member is deemed to have maintained an account (the "Member's Account") with the Proprietor on the Acceptance Date. The Proprietor may debit each Member's Account with all Monthly Instalments (where applicable), and all other sums payable under these Rules and the Bye-laws (the "Indebtedness"). Each Member is liable to pay to the Proprietor all Indebtedness so debited whether or not a sale voucher is signed by the Member.

14.2 Monthly Statement : The Proprietor will in the normal course send a monthly statement (the "Monthly Statement") to the Member or such other person which it considers appropriate which will show the balance outstanding in the Member's Account. Payment of the Monthly Instalment (where applicable), any deposit payable, any subscription and the Minimum Payment specified in the Monthly Statement must be made to the Proprietor by a date stipulated by the Proprietor as the payment date (the "Payment Date").

14.3 Minimum Payment : Unless otherwise specified by the Proprietor, the Minimum Payment shall :

- (i) if the balance due and owing by the Member to the Proprietor in relation to consumables consumed by the Member at the Club and services provided to the Member at the Club (the "Outstanding Balance"), is not more than S\$50.00, be the Outstanding Balance;
- (ii) if the Outstanding Balance exceeds S\$50.00 but does not exceed the Credit Limit, be 20% of the Outstanding Balance or S\$50.00 whichever is greater; or
- (iii) if the Outstanding Balance exceeds the Credit Limit, be 20% of the Credit Limit plus the amount by which the Outstanding Balance exceed the Credit Limit.

14.4 Credit Limit : In calculating whether the Credit Limit has been exceeded, the Proprietor may take into account the amount of any transactions not yet debited to the Member's Account.

14.5 Repayment : All Indebtedness will be immediately payable in full when the credit (if any) is withdrawn or on the Member being declared bankrupt, or on the death or incapacity or winding up of the Member or on termination of the Member's membership or otherwise in the Proprietor's absolute discretion.

14.6 Receipt of Payment : Any payment to the Proprietor will only take effect when received by the Proprietor and credited to the Member's Account. Any payment sent by post by a Member to the Proprietor shall be sent at the sole risk of the Member.

14.7 **Priority** : Payments and credits to the Member's Account will be applied by the Proprietor in satisfaction of all Indebtedness in such order of priority as the Proprietor shall think fit. Within each category of Indebtedness, payments and credits will be applied first to the outstanding amounts due for the longest period of time.

14.8 **Costs** : The Member shall be liable to pay to the Proprietor all costs, including legal costs on an indemnity basis incurred by the Proprietor in enforcing or seeking to enforce the obligation if the Member to repay any amount owing to the Proprietor.

Proprietor's Discretion

15.1 **Discretion** : The Proprietor may, at time in its absolute discretion and without assigning any reason therefore, refuse to approve any proposed transaction by a Member which would cause the Indebtedness of the Member to increase, notwithstanding that the total debit balance on the relevant Member's Account at such time would not have exceeded the Credit Limit, if any, then applicable to the Member's Account if the amount of such transaction was debited thereto.

15.2 **Withdrawal** : Any credit extended by the Proprietor to any Member may be withdrawn at any time and without and prior notice.

Charges

16.1 **Interest** : Interest shall be accrue daily at the rate of 2% per month (or at such other rate as the Proprietor may in its absolute discretion determine from time to time) on the balance which is outstanding on the Member's Account on the Monthly Statement date from that date until any repayments are credited to the Member's Account and thereafter on the balance up to and including the next Monthly Statement due when the interest will be debited to the Member's Account, such interest to continue to accrue as well after as before judgement.

16.2 **No Interest** : If, however, the whole of the balance which is outstanding on the Monthly Statement date is repaid by the close of business on the Payment Date, no interest will be charged on that balance.

16.3 **Late Charges** : If the Member fails to make the Minimum Payment specified in the Monthly Statement by the Payment Date, the Proprietor is entitled to a late charge at 5% per month of the specified Minimum Payment subject to a minimum of S\$5.00. The provisions of Rules 16.1 and 16.3 shall continue to be applicable notwithstanding the suspension or termination of a Member's membership.

Exclusion

17. If the Proprietor is unable to produce or send a Monthly Statement, each Member's liability for interest shall continue and for the purpose of calculating interest and establishing the date on which payment is due, the Proprietor may select a date each month as the Monthly Statement date.

Monthly Statement

- 18.1 Records Conclusive : The Proprietor's record of all transactions processed shall be conclusive and binding upon each Member for all purposes whatsoever.
- 18.2 Monthly Statements Binding : Each Member shall be obliged to check the correctness and privacy of the Monthly Statement and the contents of such Monthly Statement shall be conclusive and binding on each Member if no written objection is received by the Proprietor within 14 days of the Monthly Statement date.

Prohibitions

- 19.1 Illegal activity : Illegal activity of any kind is strictly forbidden on the Club premises.
- 19.2 Incurring liability in Club's name : 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.
- 19.3 Commercial Purpose : No Member shall, without the prior written approval of the Proprietor, use the address of the Club in any advertisement or use the Club's address or premises for any commercial purposes.
- 19.4 Gambling : Unless permitted by law, gambling of any kind whether for stakes or not, is forbidden on the Premises, and the introduction of materials for gambling or drug taking and of persons of bad character into the Premises is prohibited.

Membership Application

- 20.1 Application : Every application for membership other than as Honorary Members shall be made on the approved form provided by the Proprietor and must be signed by the applicant. The terms and conditions contained in such form shall form part of these Rules.
- 20.2 Entrance and other fees : The form of application shall be submitted together with payment of the requisite entrance or other fees as may be specified in the form.
- 20.3 Rejection : If any application is rejected, the applicant will be notified of the same and all monies paid will be refunded to the Member in such manner as the Proprietor considers appropriate without interest compensation or otherwise at the applicant's own risk and thereafter the applicant shall have no claims whatsoever against the Proprietor.
- 20.4 Minors : Applicants and Nominees of Corporate Members below the age of 21 will not be accepted.

Acceptance Notified

21.1 **Acceptance Notice** : Every applicant for membership who has been accepted shall be informed in writing by the Proprietor that he has been accepted (the “Acceptance Notice”) and a copy of these Rules, with a request for payment of such monies as may be due from the Member under these Rules or otherwise will accompany the Acceptance Notice.

21.2 **Membership** : Where the Proprietor has despatched to a successful applicant the Acceptance Notice, his name and address shall be entered in the register of members (“Register of Members”) and shall thereafter be a Member and entitled to all the rights and privileges of membership and shall be deemed to have agreed to be bound by these Rules and the Bye-laws made in accordance therewith.

Monies in Arrears

22. if any Member fails to pay any amount owing to the Proprietor on its due date, the Proprietor may send him a notice with a request for immediate payment and if the said amount is not paid within 14 days from the time when such notice is posted, the Proprietor may in its absolute discretion remove the Member’s name from the Register of Members and he shall thereupon cease to be a Member and forfeit all rights and privileges of membership without any refund of any monies paid by such Member except for any monies standing to the credit of the deposits paid under Rule 12. If the Proprietor exercises its right to remove the name of a Member from the Register of Members, the balance of the Monthly Instalments (where applicable) whether or not payable then or in the future shall be immediately due and payable from the Member on the date the Member’s name is removed from the Register of Members Provided That no further monthly or other subscription shall continue to be payable by the Member to the Proprietor thereafter. Nothing in this Rule shall prejudice the right of the Proprietor to recover any amount due prior to the date the Member’s name is removed from Register of Members. If the Proprietor does not exercise its right to remove the name of a Member from the Register of Members, the Monthly Instalments (where applicable) and subscriptions will continue to be due from the Member to the Proprietor and the Proprietor shall be entitled to continue to debit the Member’s Account with such sums as and when they fall due Provided that the Proprietor may at any time in its absolute discretion restore a Member whose name has been removed from the Register of Members his membership upon payment of all arrears amounts then due including late payment fee and/or interest calculated on a daily basis at the rate as may be stipulated by the Proprietor from time to time, from the due date to the date of payment.

Resignation of Member

23. A Member may resign his membership by 30 days’ notice in writing addressed to the Proprietor at the Premises but shall be liable for his full Monthly Instalment (where applicable) and the monthly subscription for the period during which he resigns and all other debts and liabilities due and unpaid at the date of his resignation. No refund of any monies shall be made to such Member except for any monies standing to the credit of the deposit paid under Rule 12. Upon the resignation of the Member the Member’s name shall be removed from the Register of Members and the

balance of the Monthly Instalments (where applicable) whether or not payable then or in the future shall be immediately due and payable from the Member on the date the Member's name is removed from the Register of Members Provided That no further monthly or other subscription shall continue to be payable by the Member to the Proprietor thereafter. Nothing in this Rule shall prejudice the right of the Proprietor to recover any amount due prior to the date the Member's name is removed from the Register of Members.

Bankruptcy, Conviction, etc.

24.1 Automatic Termination : If any Member becomes of unsound mind or is the subject of winding-up proceedings (voluntary or compulsory), or (being a Member which is a partnership) is dissolved (save where the dissolution is due to the death of one of the partners) or is adjudicated a bankrupt or makes a composition with his creditors under the provisions of any statute or is convicted of any offence (other than a traffic offence) such a Member shall automatically cease to be a Member PROVIDED that if such Member's adjudication is annulled or his conviction is set aside, the Proprietor may in its absolute discretion restore him to membership as from the date when he ceased to be a Member. Nothing in this Rule shall prejudice the right of the Proprietor to recover any amount due prior to the date of the cessation.

24.2 Death of Member : In the case of the death of any partner of a firm, which firm is a Corporate Member, the other partners surviving shall be the only persons recognised by the Proprietor as having any right to the membership.

24.3 Transmission : On the death of a Member, the Proprietor shall upon the production of a grant or probate or letters of administration, as the case may be, transmit the membership of the deceased Member to :-

- (i) a member (who has attained 21 years of age) of the deceased Member's immediate family; or
- (ii) the legal beneficiary of the estate of the deceased Member (who is a natural person having attained 21 years of age) in the case where the deceased Member has no immediate family member,

and who has been nominated by the Member's administration or executor, as the case may be, PROVIDED THAT :-

- (iii) the nominated Member must be a person acceptable to the Proprietor; and
- (iv) the deceased Member's administration or executor, as the case may be, shall be liable for and shall first settle all outstanding moneys due to the Proprietor including any Monthly Instalments which would have been payable by the deceased Member whether at the time of his death or at any time in the future.

Provided Further That the Proprietor shall not be required to transmit the membership unless the administration, the executor, the next of kin or the legal beneficiary of the deceased Member has notified the Proprietor in writing of the death of the deceased Member within three (3) months from the date thereof; upon the default of such notification, this deceased Member's membership shall be deemed terminated without prejudice to the Proprietor's rights in respect of any antecedent breach or any outstanding account. Any cost and expense incurred or to be incurred for effecting such transmission (including the solicitor's costs of the Proprietor on a full indemnity basis) shall be borne by the administrator or the executor, as the case may be.

Expulsion or Suspension

25.1 Expulsion or Suspension : The Proprietor may expel from the Club any Member or Nominee or suspend the membership of any Member if the Member or its Nominee has committed any breach of these Rules and the Bye-laws or if the Member's or its Nominee's conduct is such as the Proprietor shall in its absolute opinion consider to be injurious to the character of the Club or the interests of the Members or prejudicial to the interest of the Proprietor PROVIDED that during the period of suspension of a Member's membership, the Member shall not be entitled to transfer his membership.

25.2 Forfeiture of rights : Save for the refund of monies paid under Rule 12, a Member who has been expelled shall forfeit all rights and privileges of membership and all rights against the Club and the Proprietor. In the event that a Member is expelled, the balance of the Monthly Instalments (where applicable) whether or not payable then or in the future shall be immediately due and payable from the Member to the Proprietor after the date the Member was expelled Provided Always That no further monthly or other subscription shall continue to be payable by the Member to the Proprietor thereafter. A Member whose membership has been suspended shall remain liable for all Monthly Instalments (where applicable), subscriptions and monies payable hereunder.

Club Facilities

26.1 Illegal Etc : In the event that part of the operation, management and maintenance of the Club or the provision of part of Facilities is rendered illegal by the operation of law or any governmental policy or is rendered commercially unviable, the Proprietor shall use its best endeavours to continue to operate, manage and maintain such part of the Club or to provide such part of Facilities which is not prohibited or commercially unviable upon such new terms and conditions as may be determined by the Proprietor having regard to the circumstances then existing and it is agreed by the Member that the Proprietor shall not in any manner be liable to the Member or Nominee or any other person entitled or permitted to the use and enjoyment of the Facilities for any claims for damages or compensation of whatever nature arising therefrom.

26.2 Use : The use of the Facilities by Members shall continue unless :

- (i) the Member's membership is terminated or discontinued for any reason whatsoever; or

- (i) pursuant to Rule 5.4 or 26.1, the Proprietor decides to vary, terminate, suspend or withdraw such Facilities or their use; or
- (ii) the licence granted to the Member pursuant to Rule 3.6 expires or is terminated pursuant to these Rules.

Branch

27. The Proprietor shall in its absolute discretion have the right to set up any branch of the Club at any place as it shall determine.

Management and Administration

28.1 Powers vested in Proprietor : The powers of management and administration of the Club shall be vested solely in the Proprietor whose decision on any question or matter shall be conclusive, final and binding on the Members. The Proprietor may appoint such persons or bodies of persons as it may deem fit to carry out any part of the functions of the management and administration of the Club, subject to such terms and conditions as the Proprietor may impose. The Members will not in any manner be involved in the management of the Club.

28.2 Proprietor's Discretion : Where there is any provision in these Rules or the Bye-laws conferring on the Proprietor any right or discretion, the same shall be exercised by the Proprietor in its absolute discretion and upon such terms and conditions as the Proprietor considers fit.

Bye-laws

28. The Proprietor may from time to time make, vary and revoke any Bye-laws for the regulation of the internal affairs of the Club and the conduct of the Members and its Nominees. All such Bye-laws shall, until revoked or varied by the Proprietor, be binding on the Members and its Nominees. In the event of any inconsistency between the Bye-laws and these Rules, these Rules shall prevail.

Notices

30.1 Notice Board : All notices required by these Rules and the Bye-laws to be give to the Members of the Club are deemed to have been given by posting such notices on the notice board in the Club premises.

30.2 Residential Address : Every Member must furnish the Proprietor with their and their Nominee's residential address and correspondence address in the event of any change.

Dispute Settlement

31. Any dispute or difference which may arise as to the meaning or interpretation of these Rules and the Bye-laws or as to the powers of the officers or the Proprietor, or the validity of any proceedings of the Proprietor and/or the Club shall be determined by the Proprietor, whose decision shall be final and binding upon all the Members of the Club.

Amendment of Rules

32. These Rules and any of them may from time to time be revoked, altered or added to by the Proprietor provided that at least 14 days' prior written notice thereof shall have been given to the Members.

Exemption

33.1 The Proprietor and any person appointed or employed by the Proprietor shall not in any manner be liable :-

- (i) for any claims, demands or damages howsoever suffered by a Member or its Nominees, any of their guests, invitees, spouse or children or any other person at the Premises as a result of any loss or damage to any property or article whatsoever, or howsoever brought upon or left at the Premises by such a person; and/or
- (ii) for any injury, loss of life, or other loss whatsoever, or howsoever caused to a Member, any of their guests, invitees, spouse or children or any other person at the Premises or vis-à-vis the use and enjoyment of the Facilities to the fullest extent permissible by law.

33.2 The Member shall keep the Proprietor, other licencees and all those authorised or permitted by the Proprietor to use and enjoy the Facilities indemnified against all damages and loss suffered and injury caused to the Proprietor, other licencees or such other persons as aforesaid or their property arising from the default, negligence and/or unauthorised use of the Facilities by the Member and/or its Nominee, their guests, spouse or children or in consequence of the breach or non-observance of any of the provisions of the Bye-laws by the Member and/or its Nominees, their guests, spouse or children.

Relationship between Members

32. Nothing in these Rules and the Bye-laws 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 meeting held against the Members in respect of the Club or the management of the Club.

Spouse and Children

35.1 Privilege : The privilege to use and enjoy the Facilities shall at the discretion of the Proprietor be extended to the Member's or its Nominee's spouse and children Provided Always that the Member shall remain liable for all the obligations of the Member or its Nominee under these Rules and the Bye-laws and shall bear and be wholly responsible for all charges incurred and any breach of these Rules and the Bye-laws by :-

- (i) the Member's spouse and/or children; and
- (ii) the Nominee or the Nominee's spouse and/or children,

as the case may be, without prejudice to any remedies that the Proprietor may have against the Member's spouse and children, the Nominee and the Nominee's spouse and children.

35.2 **Breach** : For the purpose of these Rules, any breach by the spouse, children, guests and invitees of the Member or its Nominee shall be deemed to be a breach by the Member and the Member shall indemnify and keep the Proprietor indemnified against any demand, claim or action in relation to or arising out of such breach and for any loss or damage (including legal costs on a full indemnity basis) that the Proprietor may suffer or sustain.

Interpretation

36.1 **Interpretation of Words** : Words importing the singular include the plural and vice versa; words importing a gender include every gender.

36.2 **Headings** : The headings to these Rules are for convenience only and have no legal effect.

Waiver

37. No failure by any Member to comply with these Rules or the Bye-laws shall be deemed to have been waived, excused, or accepted by the Proprietor unless the same is expressly waived, excused, or accepted by the Proprietor in writing. Any waiver shall be effective only in the instance and for the purpose for which it is given.