



CONSTITUTION OF THE BUKIT TIMAH SADDLE CLUB

Business Address
Website

: 51 Fairways Drive Singapore 286965
: www.btsc.org.sg

Updated: 2021

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CONSTITUTION OF BUKIT TIMAH SADDLE CLUB

Rule 1 Name

The Club shall be called the "Bukit Timah Saddle Club".

Rule 2 Address

The Club is a member's Club. Its place of business shall be at 51 Fairways Drive, Singapore 286965 or such other address as may subsequently be decided by the Committee and approved by the Registrar of Societies. The Club shall carry out its activities only in places and premises which have the prior written approval from the relevant authorities, where necessary.

Rule 3 Objects

The Club is for the social interaction of ladies and gentlemen interested in equitation, and to afford the Members facilities for Riding and Amateur Racing.

Rule 4 Definitions

In these Rules and Bye-laws and Regulations made thereunder, unless the context otherwise requires:- the masculine shall include the feminine, and the singular shall include the plural, and vice-versa.

General Meeting means Annual General Meeting or Extraordinary General Meeting.

Rule 5 Membership

(A) Persons of either sex who have attained the age of 21 years shall be eligible as members.

Children of members must apply for membership upon attaining the age of 23, and comply with the Rules & Regulations concerning the membership of the Club in force at that time.

(B) There shall be the following categories of Membership:

- i. Honorary Membership
- ii. Ordinary Membership
- iii. Social Membership
- iv. Corporate Membership
- v. Term Membership
- vi. Visiting Membership

i Honorary Membership

- a. The Committee may invite any person to be an Honorary Member on such terms and conditions and for such period as it deems fit. Honorary Members shall not be liable to pay any entrance fee or a monthly subscription.
- b. Honorary Members are entitled to all the benefits and privileges of Ordinary Membership save for these: Honorary Members shall not have the right to vote, or propose or second any Ordinary Member for election or any person for membership of the Club. Honorary Members may introduce guests. No Honorary Member shall be entitled to transfer his membership.

ii Ordinary Membership

a. Ordinary Membership Category "A":

Members of this category shall have all the privileges of Ordinary Membership but shall not be entitled to own horses at the Club.

b. Ordinary Membership Category "B":

Members of this category shall have all the privileges of Ordinary Membership and shall be entitled to own horses at the Club or lease horses from the Club.

c. The entrance fees for Ordinary Membership Category "A" and Ordinary Membership Category "B" shall be as determined from time to time by the Committee. A premium shall be charged for Membership Category B. Ordinary Members may convert their membership from Category "A" to Category "B" on payment of the premium chargeable for Membership Category "B", at the time of application of such change of membership.

d. Ordinary Membership may be either:

1. Single:

Single Ordinary Membership entitles only the member concerned to all the rights of Ordinary Membership.

2. Family:

Family Ordinary Membership shall be applied for in the name of one eligible member of the family, and only that person (the "Applicant Member") shall be entitled to the full rights and privileges of Ordinary Membership; including the rights to vote, to be elected to the Committee and General Committee, and to nominate candidates for these Committees. The spouse of the Applicant Member and their children under the age of twenty-three years shall be entitled to use the Club facilities, in accordance with the Rules, Bye-laws and Regulations of the Club but shall not have the right to vote, to be elected to the Committee and General Committee, and to nominate candidates for these Committees.

iii Social Membership

Persons who do not wish to ride at the Club may apply to be Social Members. They will be permitted to use all the Club's facilities, except those pertaining to riding, in accordance with the Rules, Bye-Laws and Regulations of the Club. They

shall not be entitled to propose / nominate candidates for the Committee or the General Committee or to be elected Members of either the Committee or the General Committee or to transfer their membership. Every Social Member shall have one-hundredth (1/100th) of a vote at a General Meeting of the Club.

iv Corporate Membership

- a. Firms, Companies, Bodies, Corporations or such other Entities as the Committee may from time to time decide may be accepted by the Club as Corporate Members.
- b. A Corporate Member shall be entitled to nominate any one person who must be an employee of the organization. A Corporate Member shall be entitled from time to time by notice in writing to the Committee to terminate any existing nomination and to make a fresh nomination of a substitute nominee. All nominees, whether original or substituted, of Corporate Members shall be subject to acceptance by the Committee which shall be entitled in its absolute discretion to reject any such nomination.
- c. The accepted nominee shall be entitled to enjoy the full privileges of an Ordinary Member except as qualified in this Constitution.

v Term Membership

The Committee may admit persons or organizations (one nominee as term member per organization) for a term of not less than 12 months at an annual term fee to be determined by the Committee at its absolute discretion, renewable on an annual basis. A Term Member shall enjoy all the rights and privileges of an Ordinary Member Category "A" during his term of membership save for the right to be elected to the Committee or the General Committee and the right to transfer his membership. Every Term Member shall have one-tenth (1/10th) of a vote at a General Meeting of the Club. A Term Member shall be required to pay the entrance fee, deposits and monthly subscription fee and his membership shall be subject to such terms and conditions as the Committee may from time to time determine.

vi Visiting Membership

Visiting Membership will be for a maximum cumulative period of three calendar months, within a twelve-month period. A Visiting Member shall not have the right to vote, to be elected to the Committee and General Committee, and to nominate candidates for these Committees. Only overseas residents temporarily visiting Singapore for not more than a cumulative period of 3 months in any given calendar year may apply to be a Visiting Member.

(C) Admission of Members

Except in the case of Honorary Members, any membership applicant may only be considered for admission to the Club as a Member if such admission is proposed by one eligible Ordinary Member and seconded by another. Admission of Members shall be decided by the Committee. The decision as to admission shall be notified to the applicant as soon as the Committee has reached its finding. Members shall pay to the Club an Entrance Fee and subscription as decided from time to time by the Committee, plus a deposit at a level to be determined by the Committee.

- (D) An applicant who has been rejected may not apply for membership to the Club again within a period of twelve calendar months.

(E) Voluntary Termination of Membership

Any Member may voluntarily terminate his membership with the Club by written notification to the Secretary not less than one month prior to the date of termination. A Member who has voluntarily terminated his membership with the Club shall remain liable for all sums due to the Club notwithstanding such termination.

(F) Expulsion of Members

Any Member, whether Honorary or otherwise, who has been requested by the Committee to voluntarily terminate his membership and does not do so, may be expelled by a resolution carried out by a majority of two-thirds of the Members voting at a General Meeting; notice of the intended resolution having been given previously when convening the Meeting.

(G) Automatic Cessation of Membership

Any Member of the Club shall ipso facto cease to be a Member of the Club if he or she:

- a. Is declared bankrupt or makes any arrangement or composition with his creditors generally; or
- b. Is indebted to the Club and fails to make payment of the amount due within two months of being called upon in writing to do so. A Member shall be deemed to have been called upon in writing to pay if that Member is sent a letter with his bill signed by or on behalf of either the Secretary or the Treasurer calling upon that Member to pay the bill.

(H) Transfer of Membership

- a. In the event of the death of a married Ordinary Member, the legal widow or widower if he/she so desires may apply for membership in the category held by his/her spouse, without having to pay any entrance fee.
- b. Existing Ordinary Members and Corporate Members shall have the option of converting their non-transferable membership to transferable membership by 31st December 2004 upon payment of a conversion fee as determined by the Committee. With effect from 1st January 2005, existing Ordinary Members and Corporate Members shall hold either transferable or non-transferable membership, and all new Ordinary Members and Corporate Members shall hold transferable membership.
- c. Ordinary Members and Corporate Members holding transferable membership shall be permitted to transfer their membership to another person acceptable to the Committee. The Transferee shall complete an application form for membership and shall successfully meet all the procedures and requirements of membership. The Transferee shall pay to the Club a transfer fee as determined by the Committee from time to time.
- d. Term Members and Social Members shall not be entitled to transfer their memberships.

Rule 6 Entrance Fee and Subscriptions

- (A) The Entrance Fees and Annual/Monthly Subscriptions for all Members other than Honorary Members shall be decided from time to time by the Committee.

- (B) All Annual Subscriptions shall become due on 1 January of each year and all Monthly Subscriptions shall be due on the first day of each month.

Rule 7 Management

- 7.1 The supreme authority of the Society is vested in a General Meeting of the members.
- 7.2 The day to day management of the affairs of the Club shall be in the control of a nine-member Management Committee ("the Committee") consisting of a Chairman, a Secretary, a Treasurer, a Club Captain (together "the Officers") and five management members, all nine members (together "the Committee Members").
- 7.3 Subject to Rule 9(D)(vi), the Committee Members shall be elected by secret vote at the Annual General Meeting or, in the case of a replacement Committee Member, at an Extraordinary General Meeting called for that purpose and shall initially serve for a term of two years or, in the case of a replacement Committee Member, shall be appointed in accordance with Rule 7.12 below.
- 7.4 Save as otherwise provided in these Rules, all Committee Members shall hold office for a two-year term. All retiring Committee Members shall be eligible for re-election, except the Treasurer who shall not be re-elected to the same office for more than one term, although such person may be elected to hold a different post at the end of their maximum term of office as Treasurer. The Chairman, Club Captain and Secretary shall not be re-elected to the same office for more than two consecutive terms.
- 7.5 Subject to Rule 9(D)(vi), any of the Officers may be removed at any time by a resolution of the Members by secret vote and approved by a majority of 2/3 (two-thirds) of the members present in person or by proxy at an extraordinary general meeting called for that purpose.
- 7.6 Subject to Rule 7.9, any two eligible Members may nominate a candidate for election to the Committee by notice in writing to the Secretary, to reach him at least twenty-one days before the date fixed for such Annual General Meeting (or the relevant Extraordinary Meeting, as appropriate). The notice shall state the names of the candidate and his two nominators, together with a written statement by the candidate confirming that he agrees to serve if elected, and that he will not absent himself from Singapore for a consecutive period of more than three months during his period of office.
- 7.7 No person may be nominated as a candidate for:
- (i) election to the Committee, save for the office of Chairman, unless the Member concerned is an Ordinary Member of the Club;
 - (ii) a position as Secretary, Treasurer, or Club Captain, unless such person has been an Ordinary Member of the Club for a minimum period in total of twelve calendar months and has previously served on the Committee (or on the General Committee in the period prior to the adoption of this Rule 7) or a Sub-Committee or a combination of such committees for a minimum period in total of twelve calendar months; and
 - (iii) more than one position on the Committee at the same time.
- 7.8 Any candidate may, not less than twenty-one days before the Annual

General Meeting (or the relevant Extraordinary General Meeting, as appropriate), submit a statement not exceeding 200 words to support their candidacy for election to the Committee in the official notice of the meeting at which their election is to be considered, and such statements shall be sent to members with the official notice of the relevant General Meeting. Any statement submitted later than twenty-one days prior to the General Meeting shall be displayed on the Club's Notice Board but the Committee shall have no obligation to send it out to Members. The Committee shall have the right to require the candidate to edit any statement which, in the reasonable opinion of the Committee, is unlawful or defamatory.

- 7.9 Subject to Rule 9(D)(vi), if no candidates or an insufficient number of candidates have been proposed by notice in writing as provided by this Rule 7 or if, following a vote of no confidence in a candidate in accordance with Rule 7.10 there are insufficient remaining candidates, any two eligible Members may, at the relevant Annual General Meeting and without having given notice as required by Rule 7.6, nominate any candidate who meets the requirements set out in Rule 7.7 to be considered for election to the Committee by secret vote of the Members who are present in person or by proxy at the relevant meeting. A candidate who is nominated at such meeting shall only be eligible for election if he confirms that he agrees to serve if elected and that he will not absent himself from Singapore for a consecutive period of more than three months during his period of office and such candidate shall submit a written statement confirming the same within seven days of his appointment.
- 7.10 No candidate for election to the Committee whose nomination is uncontested shall be elected by default and a vote must be held in which Members are entitled to abstain. In the event that such a candidate receives less than 50% of the votes of those present in person or by proxy, this shall be deemed to be a vote of no confidence and the candidate shall not be appointed.
- 7.11 Each member of the Committee and any members or non-members co-opted onto Sub-Committees in accordance with Rule 8.9 shall, as a condition of his or her appointment to such committee, sign a statement regarding conflicts of interest and maintenance of confidentiality in the form approved by the Members in General Meeting, or in the absence of such approved form, in a form determined by the Committee.
- 7.12 If a vacancy occurs due to the death or resignation or otherwise of an elected Committee Member at any time prior to 31 January of an election year the vacant position must be filled. The Committee shall have the power to appoint up to one co-opted Member to fill any such vacancy (subject to such member satisfying the eligibility criteria set out in Rule 7.7), and such co-opted Member shall retire at the next Annual General Meeting where the Committee is elected but shall be eligible for election to the Committee at such meeting. Subject to Rule 9(D)(vi), if more than one position on the Committee becomes vacant at any time prior to 31 January of an election year or the Committee fails to co-opt a replacement within 14 days from the date on which a vacancy arises, as the case may be, then the replacement Committee Member(s) shall be elected by secret vote at a General Meeting called for that purpose. The remaining paragraphs of this Rule 7 relating to the election of Committee Members shall apply to the appointment of any such replacement Committee Member. If, after 31 January of an election year, vacancies arise on the Committee such that there are insufficient Committee Members to form a quorum at a meeting, the remaining Committee Members shall, within 14 days of the second of such vacancies occurring, co-opt the relevant number of Members to fill the vacancies and such co-opted Committee Members shall serve until the next Annual General

Meeting where the Committee is elected.

- 7.13 Any elected Committee Member who is absent from Singapore for a consecutive period of more than three months during his period of office, or who fails to attend three consecutive Committee Meetings without an explanation satisfactory to the Committee, shall be deemed to have withdrawn from the Committee.
- Rule 8 Management of the Club's affairs
- 8.1 The general management and administration of the funds and property of the Club and of its affairs generally shall be controlled by the Committee, subject to any limitations set out in these Rules or otherwise imposed at a General Meeting of Members, and shall be carried out in accordance with the Club's Regulations and operating procedures as adopted by the Committee from time to time.
- 8.2 The Officers shall be the trustees of the Club's property on behalf of the members.
- 8.3 The duties of the Officers shall be as follows:
- (A) The Chairman shall chair all General Meetings and meetings of the Committee. He shall represent the Club in its dealings with persons outside the Club. In his absence, the Committee shall elect another member of the Committee to deputise for him.
 - (B) 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 Meetings and meetings of the Committee and shall ensure that an up to date register of members is maintained by the Club at all times.
 - (C) The Treasurer shall be responsible for keeping all funds and collecting and disbursing all moneys on behalf of the Club and shall keep a proper account and record of all monetary transactions and shall be responsible for their correctness, and shall ensure that such accounts and records comply with Regulation 4 of the Societies Regulations (Chapter 311, Section 34, as revised in 2008).
 - (D) The Club Captain shall be responsible for day to day relations between the Committee and the Members and for the provision of services to members. The Club Manager and the Riding Section Manager (or any person appointed to an equivalent or similar role) shall report directly to the Club Captain or, in the absence of a Club Captain, to another member of the Committee nominated by the Committee for that purpose.
- 8.4 The Committee shall meet at least once in each quarter of the calendar year. The quorum for a meeting of the Committee shall be five members present in person or by telephone or other electronic means, "remote" or "virtual" means, and no business may be undertaken at such a meeting unless a quorum is present at the relevant time.
- 8.5 All decisions of the Committee shall be taken by simple majority and each Committee Member shall have one vote. The Chairman shall not have a casting vote. Notwithstanding any other provision of these Rules, no member of the Committee shall be entitled to enter into a contract or arrangement of a contractual nature on behalf of the Club unless the transaction concerned and the terms of the contract or arrangement have been approved in advance by the Committee or a resolution of the Members passed at a General Meeting.

- 8.6 The Committee shall not borrow or agree to borrow sums exceeding 50% of the Members' funds as reported in the last published audited balance sheet of the Club and provided that the book value of any assets pledged as security for such borrowings shall not exceed the total amount borrowed, except with the approval of Members in General Meeting.
- 8.7 Except with the prior approval of Members in General Meeting, the Committee shall not be empowered to authorize expenditure:
- (a) in any one year, of more than \$100,000 in excess of the expenditure provided for in the Budget;
 - (b) in excess of \$200,000 for the acquisition and transport, of horses for the Club; or
 - (c) subject to sub-paragraph (b) above, in excess of \$100,000 for any single item (or series of related items) of works, equipment or facilities of a capital nature

For the purpose of this Section, "**Budget**" in respect of any year shall mean the budget approved by the Committee for such year for the necessary expenditure required to continue the operation and running of the Club including, without limitation, for maintenance, repairs or acquiring horses or for any other work, equipment or facilities (of a capital nature) provided that any item or series of related items of such works, equipment or facilities does not exceed \$100,000 or \$200,000 in relation to the acquisition and transport of horses as provided for under sub-paragraphs (b) and (c) above unless approved by the Members in General Meeting.

- 8.8 The Committee may, at its discretion, employ a paid assistant or assistants to aid the Treasurer in the preparation of the Club's accounts and to assist the Secretary. The Committee shall appoint a Club Manager and such other employees as the Committee may decide are appropriate. All servants and employees of the Club shall be under the ultimate control of the Committee.
- 8.9 The Committee may from time to time appoint members to Sub-Committees and may co-opt members onto such Sub-Committees at its discretion and may delegate whatever powers and duties it decides to these Sub-Committees or to specific individuals, who shall report to the Committee on any area within the scope of their remit. Notwithstanding any such delegation of powers and duties, the Committee shall remain ultimately responsible to the Members for any decisions taken in relation to matters delegated to Sub-Committees. The Committee may also appoint non-members to Sub-Committees where such person has appropriate expertise and/or qualifications.
- 8.10 The Committee shall have power to make, repeal and amend Bye-laws and Regulations for the internal management of the Club as it deems fit, provided that no such Bye-laws or Regulations shall be inconsistent with any of these Rules or any decision of the Members taken at a General Meeting. All such Bye-laws and Regulations shall be binding on all members as if they were contained in these Rules.
- 8.11 The Committee shall determine the charges to Members for all aspects of the Club's activities and administration.
- 8.12 The Committee may not act contrary to the terms of any resolution of the members passed at a General Meeting of the members unless the prior approval of the Members is obtained at a General Meeting called for that purpose.
- 8.13 Membership of the Committee does not entitle any Committee Member to any special privileges or benefits, or to be given any discount in respect of

fees otherwise payable by that member to the Club.

Rule 9 General Meetings

(A) Manner of Holding General Meetings

- (i) A general meeting of the Club may be held in any manner stipulated in the notice convening such general meeting (including, without limitation, a physical meeting, a "virtual" or "remote" meeting conducted via audio, video or other electronic means or a hybrid meeting involving a combination of physical and "virtual" or "remote" modes) provided that the forum, form and manner of the meeting allows for the determination of the quorum of the meeting, the participation of members and the voting of members at the meeting to be carried out in accordance with the provisions of this Rule 9.
- (ii) The form, manner and procedure of the meeting must allow for the determination of the attendance and quorum at the meeting by providing the following:
 - a. a participant list which sets out the names and identification details of the members (and their proxies or a spouse of a Family Member who is entitled to vote in accordance with Rule 9(D)(i), where applicable) against which the attendance of members can be counted for the purposes of quorum requirements;
 - b. a verification or secure login process for ensuring that only members, their validly appointed proxy(ies) or a spouse of a Family Member who is entitled to vote in accordance with Rule 9(D)(i) may attend and vote at the meeting;
- (iii) The form, manner and procedure of the meeting must allow for a member to fully participate in the meeting by providing the member with the opportunity to:
 - a. hear and see and be heard and be seen by other members in attendance at the meeting;
 - b. express and be heard on his views;
 - c. have access to any documents, presentations, information or other content which is presented before the general meeting.
- (iv) Any reference in this Constitution to a member "attending" or being "present", "present in person" or "in attendance" at a general meeting shall mean such member or where applicable, his appointed proxy or spouse who is entitled to vote in accordance with Rule 9(D)(i), being able to fully participate in accordance with Rule 9(A)(iii) and vote in accordance with Rule 9(D).

(B) Chairmanship of General Meetings

At all General Meetings of the Club, the Chairman of the Club or, in his absence, any one of the Members of the Committee shall take the Chair. The Chairman shall have an original vote as well as a casting vote. Any entry in the Minutes signed by the Chairman of the Meeting within thirty days of the holding of the Meeting shall be conclusive of the passing of any resolution contained therein and its terms.

(C) Quorum

At least one quarter of the total voting membership of the Club or 30 voting members, whichever is lesser, present in person or by proxy shall constitute a quorum. For the purpose of counting voting membership or voting members, an Ordinary Member shall count as one member, a Corporate Member as one member, a Term Member as one-tenth (1/10th) of a member and a Social Member as one-hundredth (1/100th) of a member.

(D) Voting

In respect of any General Meeting:

- (i) subject to Rule 5(B)(ii)(d)(2), the spouse of a Family Member shall be entitled to vote without a proxy, subject to providing satisfactory proof of identity to the Honorary Secretary or Club Manager prior to the commencement of the Meeting;
- (ii) a Member who is entitled to vote shall be entitled to appoint any other Member as his or her proxy to vote on his or her behalf at the meeting, save that absent, lapsed or suspended Members may not be appointed as proxies. The document appointing the proxy shall be in a form approved by the Committee from time to time and shall specify the full name of the appointing Member and the Member appointed as proxy, the membership numbers of both the appointor and the proxy and shall be signed by the appointor;
- (iii) at any Meeting any one Member may act as a proxy for a maximum of three other Members;
- (iv) a Member who is entitled to vote shall be entitled to submit his vote in the form and manner approved by the Committee from time to time (including, without limitation, by fax, e-mail or other electronic or virtual means) provided that the process for the submission of votes approved by the Committee fulfils the following criteria:
 - a. there is a verification and secure login process to ensure that only members, their validly appointed proxy(ies) or a spouse of a Family Member who is entitled to vote in accordance with Rule 9(D)(i) may vote;
 - b. votes can be counted accurately;
 - c. records may be kept to allow the operation of the electronic voting system to be audited and the accuracy of the recording and counting of votes to be verified.
- (v) Where any rule or provision in this Constitution requires a "secret vote", then in addition to the requirements mentioned in Rule 9(D)(iv) above, it shall be compulsory that the voter be provided an opportunity to vote in a manner which maintains his anonymity.
- (vi) Without prejudice to or detracting from Rule 9(D)(v), a voter may nonetheless choose not to avail himself of the secret voting procedure and choose to vote in a manner which may reveal his identity (for example, by affixing the voter's electronic signature to an e-mail or facsimile). Such vote shall constitute a valid vote notwithstanding the voter may have waived his right to anonymity.
- (vii) Votes submitted by fax or e-mail shall be sent to the fax number or e-mail address specified by the Club in the documentation accompanying the voting paper provided to members. Voting papers must be signed on the

face of the document by the Member (whether physical, digital, electronic or by other means of affixing a signature), and the member's full name and membership number should be written on the form. Members should retain the original copy of the voting paper in case it is required for audit purposes. Proxy forms and voting papers submitted by fax or e-mail must be received by the Club no later than 5.00 p.m. on the day immediately prior to the date of the relevant General Meeting, provided that is a normal business day in Singapore, otherwise proxy forms and voting papers must be received by no later than 5.00 p.m. on the last working day immediately prior to the General Meeting. Any proxy form or voting paper not submitted in time shall be invalid and shall not be counted.

(viii) A Member who has submitted a proxy form shall be entitled to attend and vote at the relevant General Meeting, provided that he notifies the Honorary Secretary or the Club Manager or Manager of his intention to do so in writing prior to the commencement of the Meeting.

(E) Subject to Rule 9(D)(vi), every Member present is entitled to a vote for every motion which will be by secret vote. For the purpose of counting votes, an Ordinary Member's vote shall count as one vote, a Corporate Member's vote shall count as one vote, a Term Member's vote as one-tenth (1/10th) of a vote and a Social Member's vote as one-hundredth (1/100th) of a vote. In case of equality of votes, the Chairman shall have the casting vote and the Chairman's decision as to the result of the voting on any question shall be final.

(F) Adjournments to General Meetings

(i) If within thirty minutes from the time appointed for a General Meeting, a quorum is not present, the meeting, if convened by requisition of Members, shall be dissolved, but, in other cases, it shall be adjourned to a day at least seven days but not more than twelve days after the date of such dissolved meeting. The adjourned General Meeting shall be held at the same time and in the same manner (whether physical, "virtual", "remote" or a combination of physical and "virtual" or "remote" modes) as the dissolved meeting, and if at such adjourned General Meeting, a quorum is not present, those voting Members present shall be a quorum and transact the business for which the Meeting was called.

(ii) At such an adjourned General Meeting, no business shall be transacted other than the business that was unfinished at the Meeting from which the adjournment took place, but the Members present shall have no power to alter, amend or make additions to any of the existing Rules.

Rule 10 Annual General Meetings

(i) Time and Agenda

The Annual General Meeting (AGM) of the Club shall be held in the month of March or April on a date and at a time and place to be fixed by the Committee for the following purposes:

(i) To confirm by vote the minutes of the previous Annual General Meeting.

(ii) To receive from the Committee the Annual Report and the Balance Sheet and Statements of account for the preceding financial year, and to approve the same by vote.

- (iii) To elect every second year by secret vote (save where a voting member elects to submit his vote by way of fax or e-mail) the Committee Members.
- (iv) To appoint an Auditor for the ensuing year.
- (v) To consider any resolution which may be duly submitted to the meeting as hereinafter provided and, if deemed fit, to approve such resolution by secret vote (save where a voting member elects to submit his vote by way of fax or e-mail), provided that it is permitted by the rules.
- (vi) To consider any other business as the Committee may deem fit.

(ii) Notice of Annual General Meetings

The Honorary Secretary shall at least thirty days prior to the date of the Annual General Meeting post a notice on the Club Notice Board stating the following:

- (i) the date and time of commencement of the Annual General Meeting;
- (ii) where the Annual General Meeting is held physically, the venue of the meeting and the number of members which may be accommodated at such venue;
- (iii) the details and particulars of the means by which members may attend the meeting virtually including the link or the address of the web page to access the virtual meeting and the password to access such meeting (if any);
- (iv) instructions to members on how they may submit their votes.

The Honorary Secretary shall send a copy of the notice either by post or electronic means to Members on the same date that the notice is posted on the Club Notice Board; provided always that the accidental omission to send such notice to one or more Members, or the non-receipt of such notice by any such person shall not invalidate the holding of the Meeting.

- (iii) Any member who wishes to move a resolution at the Annual General Meeting shall submit the resolution to the Secretary in writing not less than twenty-one days before the date of such meeting. Details of the resolution shall then be posted by the Secretary on the Club Notice Board and sent out either by post or electronic means without delay.

(iv) Notice of business at Annual General Meetings

A notice of the business to be transacted at the relevant Annual General Meeting shall be posted on the Club Notice Board at least fourteen days prior to the date of the meeting and sent out either by post or electronic means on the same date to Members, and no business other than that of which notice has been so given shall be brought forward at such meetings.

Rule 11 Extraordinary General Meetings

- (A) The Committee may at any time and for any special purpose call an Extraordinary General Meeting, and shall also do so upon the requisition in writing of any twenty Members, by posting a notice of such meeting on the Club Notice Board at least fourteen days before the meeting stating the following:
- (i) the date and time of commencement of the Extraordinary General Meeting;
 - (ii) where the Extraordinary General Meeting is held physically, the venue of the meeting and number of members which may be accommodated at such venue;
 - (iii) the details and particulars of the means by which members may attend the meeting virtually including the link or the address of the web page to access the virtual meeting and the password to access such meeting (if any)
 - (iv) instructions to members on how they may submit their votes;
 - (v) the business to be transacted at the Extraordinary General Meeting,

The Honorary Secretary shall send a copy of the notice either by post or electronic means to members on the same date that the notice is posted on the Club Notice Board, and no business other than that of which notice has been so given shall be brought forward at such meeting.

(B) Extraordinary General Meetings – additional provisions

- (i) Any Extraordinary General Meeting which is requested by Members or which is to be convened in accordance with any provision of these Rules, shall be convened by the Secretary within thirty days of the date on which a request is submitted under Rule 11 or within thirty days of the date on which the event giving rise to the need to hold an Extraordinary General Meeting occurs, as the case may be. Notice of such Extraordinary General meeting must be given in accordance with Rule 11 in sufficient time to allow the Extraordinary General Meeting to be held during the 30 days period referred to above.
- (ii) If the Secretary fails to convene Extraordinary General Meeting within the time period specified in Rule 11B(i), any Member shall have the right to convene the relevant Extraordinary General Meeting, and the Club Manager and the Club's employees shall provide such assistance as may reasonably be required to serve notice of the meeting on Members and to carry out such duties as would normally be undertaken by them for the Management Committee in connection with the preparation and holding of an Extraordinary General Meeting.
- (iii) Notwithstanding the provisions of Rule 9(B), in the case of a meeting convened by a Member or Members under Rule 11(B)(ii), if no Committee Member is willing or available to chair the meeting, the meeting shall be chaired by a Chairman appointed by the Members who are present at the relevant meeting voting by a show of hands or verbally.

Rule 12 Accounts

(A) Annual Accounts

The accounts of the Club shall be prepared by the Treasurer. Such accounts shall be audited by a firm of Certified Public Accountants, who shall be appointed at each Annual General Meeting to serve as auditors for a term of one year and shall be eligible for re-appointment.

(B) Accounts of Members

- (i) Accounts of Members shall be made up at or before the end of each month and sent out and, whether received or not, shall become due and payable.
- (ii) Notwithstanding the provision of any of those Rules the Committee shall have the power at any time to stop any member's credit and to order by notice to be sent by registered post that payment be made in full of any outstanding amount within forty-eight hours of receipt thereof.

Rule 13 Alteration of Rules

13.1 No alteration of, or addition to the Rules of the Club shall be made except at a General Meeting of Members, notice of which shall have been posted to Members at least fourteen days before the date of the Meeting. No business other than that set out in the notice of the relevant meeting shall be transacted at such Meeting. No alteration or addition to the Rules shall become effective until the written approval of the Registrar of Societies is received.

13.2 Submission of Rule Changes to the Registrar of Societies

- a) All changes and additions to the Rules approved by the members at a General Meeting should be prepared and submitted to the Registrar of Societies within 30 days of the date of the meeting at which such change or addition was approved.
- b) The Rules shall be amended by the Honorary Secretary and the Club Manager and the changes agreed by the proposer and seconder (if applicable) of the relevant resolutions prior to submission to the Registrar of Societies.
- c) Within 30 days of receipt of the Registrar of Societies' approval to the Rule changes a copy of the revised Rule (or Rules) shall be circulated to all Members by the Honorary Secretary.

Rule 14 Notices

Every Member of the Club shall give the Secretary an address in Singapore and an email address for electronic communication. Any letter, notice or document shall be deemed to have been delivered forty eight hours after it has been sent either by post or electronic means to a Member at such address or email address. Members must immediately notify the Club of any change of address or email address. The Club shall not be responsible or liable for any delay or failure of a member to notify the Club of any such change of address or email address.

Rule 15 Electronic Signatures

Where it is not possible to obtain a conventional inked signature as required for any formality, or, arising from any provision in this Constitution, the Bye-laws or the Regulations, digital, electronic or other means of affixing a signature causing a person to

be recognised and/or to indicate that person's intention in respect of any information contained shall be given equal effect as if a conventional inked signature had been executed.

Rule 16 Adherence to the Bye-laws and Regulations

The Bye-laws and Regulations made by the Committee and in force for the time being governing the use of Club grounds and property, horses and equipment, and all other matters shall be displayed on the Club Notice Board and shall be binding on all Members: provided that in addition to the relevant Bye-laws and Regulations the Committee may, after due deliberation, impose conditions in respect of any individual Member for the safety of Members or for the good order and management of the Club. Failure to observe these conditions may result in suspension, as may failure to comply with the Club Rules, Bye-laws and Regulations. Any Member suspended under this rule may appeal to the Committee within seven days of receiving notice of such suspension giving the grounds for the appeal. The Committee shall consider the appeal and give a reply to the Member concerned within fourteen days of receipt of the appeal. Action may also be taken under Rule 16. Members are responsible for the behaviour of their children. Offending children may be suspended or excluded from the Club premises by the Committee.

Rule 17 Interpretation

In the event of any question or matter pertaining to day to day administration which is not expressly provided for in these Rules, the Committee shall have the power to use its discretion. The decision of the Committee shall be final unless it contravenes a decision taken at a General Meeting of members or is reversed at a subsequent General Meeting of members.

Rule 18 Horses and Ponies

(A) Conditions of Admission and allocation

Horses and ponies may be kept on the Club premises either at livery or by arrangements determined by the Committee on such terms and conditions as it may decide. These arrangements together with the terms and conditions shall constitute a contract between the Member concerned and the Club.

(B) Conditions for private ownership or for granting of a lease

- (i) Members will only be permitted to bring a horse into the Club belonging to them, or to lease a horse from the Club, provided that the Member or (a member)/members of his family ride it regularly.
- (ii) If, for any reason acceptable to the Committee, a Member is not able to ride his horse then he must inform the Club Captain so that other arrangements may be made.
- (iii) Absent ownership or leasing of a horse is not allowed. If a member(s) of a family, either owning or leasing a horse, leave Singapore and the remaining members of the family do not ride the horse, then in the case of a privately owned horse the owner must remove it, or with the permission of the Committee pass it to another Member. In the case of a leased horse the lease will be terminated.
- (iv) Members must show a close personal interest in the horses which they lease or own. If a horse is neglected by its owner/lessee in terms of his not riding regularly, or in any other way, then the Committee will cancel the lease, or order the horse to be removed from the Club.

Rule 19 Injury or Accident

If any Member or Guest is injured on the Club premises, or suffers an accident on the Club premises, then the following applies:

- (A) If the rider is an adult and is conscious he will be expected to indicate where he wishes to go for medical attention.
- (B) If the rider concerned is unconscious, and no member of his family is with him then any Committee Member or Club official at the Club will endeavour to contact the telephone number given on the Member's application form indicating his medical adviser. If he is not contactable or if this information has not been provided, then any Committee Member or Club official present will use his own discretion in providing for the necessary medical treatment on an emergency basis, and this treatment will be for the account of the Member concerned or his parents (in case of a minor) or, in the case of a Guest, the Member who introduced him.

Rule 20 Prohibitions

- (A) Gambling of any kind, excluding the promotion or conduct of a private lottery which has been permitted under the Private Lotteries Act Cap 250, is forbidden on the Club's premises. The introduction of materials for gambling or of bad characters into the premises or drug taking is prohibited.
- (B) The funds of the Club shall not be used to pay the fines of Members who have been convicted in court.
- (C) The Club shall not attempt to restrict or in any other manner interfere with trade practices or engage in any Trade Union Activity as defined in the written laws relating to Trade Unions for the time being in force in Singapore.
- (D) The Club shall not hold any lottery, whether confined to its Members or not, in the name of the Club or of its office bearers, Committee or Members without the prior approval of the relevant authorities.
- (E) The Club shall not indulge in any political activity or allow its funds and/or premises to be used for political purposes.
- (F) The Club shall not raise funds from the public for whatever purpose without the prior written approval of the Assistant Director Operations, Licensing Division, Singapore Police Force and other relevant authorities.

Rule 21 Exclusion of Liabilities

Neither the Club nor any officer, employee or servant thereof shall be liable to any Member or Guest of a Member for any loss of and/or damage to any property due to and/or arising out of any cause whatsoever whilst entering into/upon or leaving the Club's premises; nor for any injury sustained from whatsoever cause by any Member or Guest of a Member whilst entering into/upon or leaving the Club's premises or whilst riding into/upon/about, or leaving the Club's premises; any horse or pony kept upon or at the premises of the Club or admitted to the Club's premises on a temporary basis; notwithstanding that such horse or pony may be owned by the Club and/or privately owned and further notwithstanding that such loss of and/or damage to property and/or such injury is sustained or occurs by reason of any negligence and/or default on the part

of the Club or any member officer or servant thereof. By applying for any category of Membership, or facilities as a Guest, the applicant accepts the above.

Rule 22 Disputes

In the event of a dispute arising amongst members, they shall attempt to resolve the matter at an Extraordinary General Meeting in accordance with the Rules in the Constitution. Should the members fail to resolve the matter, they may bring to a court of law for settlement.

Rule 23 Dissolution

- (A) The Club shall not be dissolved except with the consent of not less than three-fifth of the voting Members of the Club expressed at a General Meeting convened for the purpose. For the purpose of counting voting members, an Ordinary Member shall count as one member, a Corporate Member as one member, a Term Member as one-tenth ($1/10^{\text{th}}$) of a member and a Social Member as one-hundredth ($1/100^{\text{th}}$) of a member. No reply to circular convening a Meeting for the purpose of dissolution shall be taken as consent thereto.
- (B) In the event of the Club being dissolved as provided above, all debts and liabilities legally incurred on behalf of the Club shall be fully discharged, and the remaining funds will be divided equally amongst the Members. For this purpose, an Ordinary Member shall count as one member, a Corporate Member as one member, a Term Member as one-tenth ($1/10^{\text{th}}$) of a member and a Social Member as one-hundredth ($1/100^{\text{th}}$) of a member.
- (C) Notice of dissolution shall be given within seven days of the dissolution to the Registrar of Societies.