

ROYAL PORT DICKSON YACHT CLUB
CLAUSES

CLAUSE 1. NAME

1. The Association shall be known as

The Royal Port Dickson Yacht Club.

Hereinafter referred to as “the Association”.
2. Meaning of name:
3. Level: Negeri

CLAUSE 2. ADDRESS

- 2.1 The registered postal address shall be “Royal Port Dickson Yacht Club, Batu 4 ½ Jalan Pantai, 71050 Sirusa, Negeri Sembilan, West Malaysia”.

CLAUSE 3. OBJECTIVE

The Objects of the Club are:

- 3.1 To promote and carry on a sports and social club.
- 3.2 To enter into reciprocal arrangements with any other association or club so that the members thereof may enjoy the privileges, amenities and facilities of the Club and vice versa.
- 3.3 To provide and maintain the club-house for the use of the Members of the Club and to do all other things which the Committee may consider desirable or necessary in the interests of the members of the Club.

CLAUSE 4. MEMBERSHIP

The Club shall consist of Members of the following categories all of whom shall have attained the age of twenty-one years.

4.1 VOTING MEMBERS

- a) Ordinary Members
- b) Senior Members
- c) Life Members
- d) Expatriate Sailing Members

4.2 NON-VOTING MEMBERS

- a) Honorary Members & Subscribing Members
- b) Family of Members
- c) Absent Members
- d) Affiliated Club Members
- e) Short Term Members
- f) Visiting Members
- g) Corporate Members
- h) Term Members

4.1 (a) **Ordinary Members**

- (i) A candidate for election as an Ordinary Member shall be at least twenty-one years of age and shall be proposed by one Ordinary Member and Seconded by another, both of whom shall have been Ordinary Members of the Club for at least two years: such proposal shall be submitted to the Secretary in writing on the prescribed form and shall state the full name, business and private address, and profession of the candidate, and the names of his proposer and seconder and shall be posted in the Club for at least fourteen days before being considered by the Committee, during which period such candidate shall enjoy all the privileges of the Club except that he must make all payments by means of coupons purchased for cash, and he may not vote at Meetings of Members nor introduce guests into the club. Such candidate shall be subjected to the Clauses and Bye-Laws of the Club, and shall be liable to pay subscription at the rate applicable from the date on which he was elected if he uses the Club during the month, but in any case, he will be liable to pay subscription from the month immediately following that during which he was elected.
- (ii) Members of the Committee when considering candidates for election may vote by show of hands or by ballot. No candidate shall be elected unless he is voted for by at least five members of the Committee. In the event of ballot, two black balls shall exclude. No members of the Committee shall be allowed to vote by proxy. Within seven days after the Committee shall have considered a candidate for election, the Secretary shall inform the candidate in writing whether or not he has been elected.
- (iii) A candidate unsuccessful for election by reason of insufficient votes may be considered for election for a second time at the next following Committee Meeting, but if again unsuccessful he shall not be proposed again until six calendar months shall have elapsed since such Committee Meeting, except with the consent of the Committee. If a candidate's election has failed in consequence of his being black-balled, he shall not be proposed again until the lapse of one year from the date of the ballot.
- (iv) The name of a candidate shall not be withdrawn except upon his own written request or that of his proposer.

4.1 (b) **Senior Members**

- (i) Members who have been in continuous ordinary voting membership for a period of 30 years and who have attained the age of 65 shall be automatically elected as Senior Members. Such Senior Members shall pay only 50% of the monthly subscription until the age of 70 and thereafter shall be exempted from payment of monthly subscription. Senior members shall enjoy all the rights and privileges of an Ordinary Member.

4.1 (c) **Life Members**

- (i) An Ordinary Member may be elected as a Life Member at any General Meeting of the Club and shall thereafter continue to enjoy all the rights and privileges of

an Ordinary Member but without payment of the monthly subscription or any special fee for such Life membership.

4.1 (d) Expatriate Sailing Members

Expatriates to Malaysia on a short-term work contract and joining the Club as Ordinary Members paying prevailing Entrance Fee, shall be refunded two-thirds of their Entrance Fee if they leave by the end of one year and one third if they leave by end of two years.

4.2 (a) Honorary & Subscribing Members

- (i) The Committee may, in its discretion, invite any person (including the persons specified in Clause 9.1 (iv) to be an Honorary Member or a Subscribing Member of the Club for such period or periods, as the Committee may think fit. Candidates for Subscribing Membership shall be persons ordinarily resident in Negeri Sembilan and nominated by the Negeri Sembilan State Government.
- (ii) Honorary Members and Subscribing Members shall pay no entrance fee and shall have no voice in the affairs of the Club, nor shall they in any way be liable for any debts due to or owing by the Club. Honorary Members shall also pay no subscriptions: however, Subscribing Members shall pay the same subscription as applicable to Ordinary Members.

4.2 (b) Family of Members

- (i) The spouses and unmarried children below 21 years of age of Members may be permitted to use the facilities of the Club subject to these Clauses and such registration and other requirements of any Bye-Laws under these Clauses.
- (ii) The Committee shall have the sole right to exclude any spouse or child of a Member from the premises or parts of the premises of the Club and from the use of the facilities of the Club indefinitely or for such period as the Committee shall determine in its sole discretion without assigning any reason whatsoever. No spouse or child of a Member shall have any right to be heard before the Committee.
- (iii) The conduct of such spouse or child shall be the responsibility of the relevant Member and the Committee shall be entitled to take action against that Member as if such conduct were the personal conduct of that Member. Children aged 12 years and below shall be accompanied at all times by the parents when present on the Club premises.
- (iv) A spouse shall be regarded as any person who is legally married either in accordance with the laws of Malaysia or in accordance with the laws of a foreign jurisdiction which are recognized by the laws of Malaysia.

4.2 (c) Absent Members

- (i) Any Member who leaves West Malaysia/Singapore for a period exceeding 3 months may apply to the Committee to become an Absent Member. Such application shall be valid for a maximum period of 3 years after which it may be renewed on application for further maximum periods of 3 years each time. An

Absent Member shall not be liable to pay subscription but shall have no voice in the Management of the Club. A nominal administrative fee may be levied by the Committee for the privilege of absent membership for the period originally applied for. Further administrative fees may also be levied to cover periods of renewed application for absence. At the expiry of leave of absence, the absent Member shall show proof of his absence from West Malaysia/Singapore and for the period(s) of such absence. Failure to show proof of his absence from West Malaysia/Singapore for the period(s) granted will render the Member liable to pay all dues from the date of his absence. After due enquiry, he shall be subjected to disciplinary action including that of expulsion.

4.2 (d) **Affiliated Club Members**

- (i) Any Club from time to time become affiliated to the Royal Port Dickson Yacht Club; such application for affiliation shall be submitted in writing to the Secretary who will place the application before the Committee at its next meeting for its approval.
- (ii) A Member of an Affiliated Club may enjoy the full facilities of the Club subject to the normal charges for the approved period, provided such Member brings with him a letter of introduction from the Secretary of the relevant Club. Credit facilities will be those agreed between the respective Clubs.

4.2 (e) **Short Term Members**

- (i) The Committee may elect as a Short-Term Member for a continuous period decided by the Committee but not exceeding 1 year, any person, on the recommendation of one Life, Senior or Ordinary member, who shall provide the Secretary with the name, occupation, business and private addresses of such person. Such Short-Term Members shall not be liable for any entrance fee, but shall pay a monthly subscription as laid down by the Committee from time to time. The Member nominating a Short-Term Member shall be liable for all amounts which may be due to the Club from such Short-Term Member, in the event of non-payment after such period and such notice as the Committee shall decide. Such Short-Term Members shall not be entitled to a vote in the affairs of the Club, or to serve on the Club Committee.

4.2 (f) **Visiting Members**

- (i) Any adult person not being a Member of the Club, may on introduction by any Member, use the Club for a period not exceeding fifteen days in any one year on payment of a fixed charge as laid down by the committee from time to time, and after his or her name has been entered in the Visitors' Book provided for the purpose.

4.2 (g) **Corporate Members**

- (i) The Committee may, at its discretion, elect corporations for partnerships for Corporate Membership whose privileges and liabilities are hereinafter prescribed.
- (ii) Corporate Members shall be entitled to nominate not more than three person, who are at least 21 years of age, belonging to their organizations who shall on their

acceptance by the committee be entitled to enjoy the full privileges of Ordinary Members, but shall have no voice in the Management of the Club. The entrance fees payable in respect of Corporate Membership shall be laid down from time to time by Annual General Meeting or General Meeting.

- (iii) Upon the election to Corporate Membership the name or names of the person or persons nominated to enjoy the privileges of membership shall be notified by the Corporation to the General Manager as soon as possible.
- (iv) All nominees of Corporate Members shall, at the request of the Committee, present themselves for introduction to the members of the Committee on such date and at such time as the Committee may appoint.
- (v) All nominees, whether original or substitute, of Corporate Members shall be subject to acceptance by the Committee which shall be entitled in its absolute discretion to reject any such nomination.
- (vi) Corporate Members and/or their nominees shall be subjected to all the Clauses, Regulations and Bye-Laws of the Club and the Corporation shall be liable for the payment of all subscriptions, levies and monies due on the accounts of their nominees with the Club, and shall undertake, prior to the election of the nominee(s), to fulfill the said liabilities.
- (vii) Corporate Membership shall be valid for a period fixed by the Annual General Meeting or General Meeting.

4.2 (h) **Term Members**

- (i) Term Members are persons at the age of twenty one (21) years who are solely interested in non-boating and non-sporting activities of the Club who are approved by the General Committee to join the Club for a period of one (1) year. Persons approved by the Committee to become Term members, shall prior to such approval, pay a non-refundable Annual subscription of Malaysian Ringgit Two hundred (RM200/-). Term members are not required to pay an entrance fee.
- (ii) Term Members may renew their Annual membership period on the same terms subjected to the consent of the General Committee.
- (iii) At all times within the one (1) year Annual membership period, Term Members are eligible to apply to become an Ordinary member by paying the full subscription and the entrance fee of an Ordinary Member.
- (iv) A Term member does not have any right to vote nor propose or second candidates for membership and shall have no share in the property and assets of the Club and shall have no voice in the affairs of the Club.
- (v) Term Members are not entitled to use the facilities of the main Clubhouse in Port Dickson but are permitted to use the new facilities of the Clubhouse to be erected in the District of Port Dickson.

- (vi) Term Membership shall only be applicable to one person and not extended to the spouse and children for the use of facilities, they can, however use the food and beverage facilities.

4.3 **TRANSFER OF MEMBERSHIP**

- (i) A spouse or any one of the Children who are above the age of 21 years of a deceased member may apply to the Committee to transfer the membership of the deceased member to either one of them.
- (ii) The spouse shall have priority to membership.
- (iii) In the event the spouse is not desirous of taking the membership of the deceased member, he or she may nominate one of the children of the deceased member to membership of the Club.
- (iv) Such applications seeking memberships shall be made within six (6) months of the member demise.
- (v) Members who has been in continuous ordinary voting membership for a period of 15 years may transfer their membership to their spouse or any one of their children who are above 25 years of age by paying a sum of money equivalent to 40% of the prevailing entrance fee together with the security deposit that may be applicable.

4.4 **INTRODUCTION OF GUESTS**

- (i) Members shall have the privilege of introducing into the Club ladies or gentlemen as guests provided that the Member introducing a guest shall on each day on which such guest makes use of the Club enter his or her name and address in the Book provided for the purpose. Provided also that such Member shall not at any time introduce any person as a guest who has been expelled from membership of the Club or whose candidature for election as Member has been rejected or who is a defaulter. The Committee shall have the power to control or restrict the introduction of guests.
- (ii) Any Members introducing a guest shall be responsible for the observance by such guest of the Clauses and Bye-Laws of the Club.

CLAUSE 5. **RESIGNATION AND TERMINATION**

5.1 **Cessation of Membership**

- (i) A Member wishing to resign his Membership to the Club shall give notice in writing to the Secretary before the close of the month in which his resignation shall be but such resignation shall only be effective when all dues have been paid.
- (ii) The Committee shall take cognizance of any infraction of the Clauses of the Club and should reparation not be made in the manner it considers fit or should any circumstances occur which are likely to interrupt the harmony, or to affect the character or endanger the stability of the Club, it shall be its special duty to

suspend, and after due notice and enquiry by the Disciplinary Committee as provided for in these clauses to take such disciplinary action or actions as determined by the Disciplinary Committee, including suspension or expulsion. No appeal shall lie from such decision except to an Extraordinary General meeting of Members called upon the written request of Members in accordance with Clause 7.3. At such General Meeting a majority of two-thirds of those voting shall be necessary to confirm or annul the decision of the Disciplinary Committee. Voting shall be by ballot.

- (iii) Any Member ceasing to be a Member shall forfeit all rights to or claims upon the Club or its property.

5.2 **Resignation or Expulsion**

- (i) If any Member of any Class shall be convicted of any grave and heinous offence or be adjudged a bankrupt or make a composition or arrangement with his creditors, he shall thereupon cease to be a Member of the Club, but the Committee shall have the power in their absolute discretion to reinstate him without entrance fee.
- (ii) If at any time the Committee is of the opinion that the interests of the Club so required, they may invite any Member to resign his Membership within a time to be specified and in default of such resignation may submit the question of his expulsion to a General meeting to be convened and held within six weeks after the date of such default. At such Meeting the Members whose expulsion is under consideration shall be allowed to offer a verbal and/or written explanation of his conduct and if two-thirds of the Members present and voting at such Meeting shall vote for his expulsion he shall forthwith cease to be a Member. The voting at any such Meeting shall be by ballot. The Committee may exclude such member from the Club premises until such General Meeting shall be held.

CLAUSE 6. **SOURCE OF INCOME**

6.1 **Entrance Fee, Subscriptions, Arrears, Etc.**

- (i) Entrance fee and Security Deposit shall normally be paid in one payment. The committee may, at its discretion allow payment in 5 (five) consecutive and equal payments by a new Member. Should there be default in the above mode of payment the Committee shall deny him all or any of the privileges of the Club. The Entrance Fee and Security Deposit shall be laid down from time to time by the Annual General Meeting.
- (ii) Children and Wards of Life and Senior Members and Ordinary Members who have been Members of the club for not less than five years may apply to become Ordinary Members on attaining the age of twenty one years but before the age of twenty five years on payment of a concessionary Entrance Fee of equivalent to 40% of the prevailing entrance fee together with the prevailing security deposit. The application to become an Ordinary Member by the child or ward as aforesaid shall be proposed by his parent or guardian (de jure and/or de facto).

6.2 **Subscription**

- (i) Subscription shall be payable in advance at rates laid down from time to time by Annual General Meeting or General Meeting.
- (ii) An Absent Member shall on his return not be liable to pay a further entrance fee. However, he shall be liable to pay all other charges, levies as laid down by General Meeting.
- (iii) A Member whose spouse and family remain in West Malaysia/Singapore and continue to use the Club facilities shall not qualify for Absent Membership.
- (iv) A month for the purpose of the clauses shall count from the first to the last of the month.
- (v) A member changing his place of residence shall, within a reasonable time, notify the Secretary, and shall be liable to pay subscriptions at the same rate as he has previously been charged until he does so notify the Secretary. In the event of a Member moving to an area which entails the payment of higher rate of subscription than he has previously been charged, he shall be liable to pay such higher rate of subscription from such date as the Committee decides.
- (vi) In the event of a candidate for election failing for any reason to become a Member his proposer and seconder shall be jointly and severally liable for all monies due by such candidate to the Club, if such candidate fails to pay the same after such period and such notices as the Committee thinks fit.
- (vii) The Member nominating a Visiting Member shall be jointly and severally liable for all amounts which may be due from such visiting Member to the Club; if such Visiting Member fails to pay the same after such period and such notice as the Committee thinks fit, the nominating Member shall be liable to pay the same.
- (viii) All subscriptions shall be due on the first day of the calendar month in respect of which the same are payable. Any person becoming a Member, other than an Honorary or Life Member shall be liable to pay a full month's subscription in respect of any month or part thereof during which he has been a Member.
- (ix) No new member shall participate in any of the privileges of the Club or vote upon any question until he shall have paid his Entrance Fee and subscription for the month in which he is elected.
- (x) Should any newly elected Member fail to pay such Entrance Fee and subscription within one (1) month from his election the Committee may cause his name to be erased from the List of Members unless he shall, when called upon, justify the delay to the satisfaction of the Committee.

6.3 **Member's Account**

- (i) Accounts shall be rendered monthly, but the non-receipt of his account shall not entitle a Member to allow his account to be in arrears.

- (ii) Members may receive credit at the discretion of the Committee, but the Committee may at any time require any Member to make a deposit of such sum as the Committee may think fit, and should this deposit not be made, or should it at any time be exceeded the Committee may refuse such Member all or any of the privileges of membership until such deposit is paid or his account is in credit, as the case may be.
- (iii) If at any time a Member's account remains unpaid within (14) fourteen days of his account being rendered the General Manager shall if so instructed by the Committee send him a registered notice requiring him within (7) seven days to pay in funds to put his account in credit. Should such Member fail to comply with such notice, his name shall be brought before the Committee as a defaulter, and the Committee at its discretion may cause the name of such defaulter to be posted in any part or parts of the Club. Such posting shall involve denial of all privileges of membership of the Club.
- (iv) Notice sent to Members under the above shall be sent by Registered Post, the registration fee plus an administration fee of RM5/- (Five Ringgit) shall be debited to the Member's account.
- (v) Defaulters upon reinstatement of membership shall be charged an administration fee of RM50/- (Fifty Ringgit) and may be required to place a deposit of not less than RM500/- (Five Hundred Ringgit) or more at the discretion of the Committee. The amount of deposit is refundable on resignation.
- (vi) Whenever it becomes necessary to post the name of any Member as a defaulter within one year after the date of election of the Member his proposer and seconder shall be jointly and severally liable for payment of his account.
- (vii) The Committee may at any time call upon any Member to keep his account in credit; any Member failing to comply with this Clause shall, ipso facto, be suspended from all privileges of membership until his account shall have been put in credit.
- (viii) Should any Member's account continue to remain unpaid at the expiration of one month from the date of posting as a defaulter he shall ipso facto cease to be a Member of the Club, and he shall be so informed by the General Manager. The Committee may then take such steps as it thinks fit to institute proceedings for recovery of the amount due by such member.
- (ix) The General Committee may at its discretion reinstate a member whose membership has ceased, provided the member pays his dues in full to the Club within six months of the cessation of his membership and make an application for such reinstatement.
- (x) A reinstated member shall not be entitled to the privileges of using the facilities of affiliated clubs for a period of 1 (one) year from date of reinstatement.
- (xi) And have his credit with the Club be reduced to RM1,000/- for a period of 1 year from date of reinstatement.

CLAUSE 7. GENERAL MEETING

- 7.1 The Annual General Meeting of Ordinary Members of the Club shall be held by the 30th day of April in each year for the following purposes:-
- (i) To elect the Chairman for the General Meeting in accordance with Clause 7.2.
 - (ii) To pass the minutes of the previous AGM and any Extraordinary General Meeting.
 - (iii) To receive and if approved, pass the Financial Budget including any Capital Expenditure (Capex) projects, for the following year.
 - (iv) To receive and, if approved pass the accounts for the year ended 31st December last, and to receive the Report of the Committee and Internal Auditors on the affairs of the Club and matters arising there from.
 - (v) To elect Members of the General Committee to replace those retiring under Clause 8.1 (i) and two (2) Internal Auditors.
 - (vi) To appoint External Auditors.
 - (vii) To appoint Honorary Legal Advisors.
 - (viii) To transact any other business of which not less than fourteen (14) days' notice in writing shall have been given to the Secretary of the Club.
- 7.2 A General Meeting Chairman shall be elected at the commencement of each second Annual General Meeting from amongst Voting Members from the floor. He shall hold office for a period of two years. He shall serve as Chairman at all General Meeting of the Club. The Chairman shall preserve order and decorum, and shall at all times be governed by the Standing Orders at General Meetings. In the absence of the General Meeting Chairman at a General Meeting at which a quorum is present, the President or failing him any member of the Committee shall chair the meeting but only for the business of electing a temporary General Meeting Chairman from among the Members from the floor for that meeting.
- 7.3 An Extraordinary General Meeting shall be convened by the Committee within one month after receipt of a written request, stating the purpose of such a General Meeting, signed by not less than fifty Ordinary Members or by the Committee itself when found necessary. Should no quorum be present at such a General Meeting requisitioned by Members, a levy of RM20/- shall be imposed on each of the Members requesting for the General Meeting.
- 7.4 Notice of every Annual or Extraordinary General Meeting, specifying the Business to be dealt with, shall be posted on the Notice Board of the Club and a copy shall be dispatched by the Secretary to every member whose address is known to him at least ten days before the date of the meeting. In the case of the Annual General Meeting, a preliminary notice calling for motions for discussion, proposals for amendment to the Club Clauses, and nominations for office-bearers under Clause 8.1 (i) shall be posted on the Club Notice Board and dispatch to every Member at least one month before the date of the meeting. Motions for

discussion, proposals for amendments to Club clauses, nominations of Office-bearers in the prescribed form duly completed must be returned to the Club Secretary at least fourteen days before the date of the AGM. The same, together with a copy of the audited Balance Sheet, Statement of Income & Expenditure, Financial Budget and Capital Expenditure. Report of the Committee and Internal Auditors shall be posted on the Club Notice Board and dispatched to every Member at least ten days before the date of AGM.

7.5

- (i) No business shall be conducted at any General Meeting unless a quorum of fifty members is present at the designated commencement time. However, if after half an hour from the designated commencement time a quorum of fifty members is not present, the meeting if convened upon the requisition of members, shall be dissolved. In any other case, the meeting will proceed if twenty five members are present, or, if the reduced quorum too is not met, shall be adjourned to the same day in the next week at the same time and place, where if a quorum is not present after half an hour of the designated commencement time, whatever number of members present shall form the quorum.
- (ii) Any reduction in the number of members once the meeting is underway shall not invalidate proceedings. Two or more members may demand that voting be by ballot and shall be accepted. All motions and propositions shall be carried or rejected by a majority of votes unless specified otherwise elsewhere in these Rules. Each Ordinary Member shall have one vote. Only voting members may attend and vote at General Meetings.

7.6 The minutes of each General meeting shall be recorded in the Minutes Book kept for that purpose. The Secretary will ensure that the draft Minutes so recorded is dispatched to members not later than 28 days after the date on which the Meeting was held. The Minutes of the Meeting shall be signed by the Chairman of the Meeting, after they have been duly passed at the subsequent General Meeting.

7.7 The Chairman shall, within the consent of any General Meeting at which a quorum was present at the commencement of the meeting, and shall, if so directed by the Meeting adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which adjournment took place. When a Meeting is adjourned for more than fourteen days, notice of the adjourned Meeting shall be given as in the case of the original Meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the Meeting.

CLAUSE 8. **COMMITTEE**

8.1 **Management of the Club**

- (i) The management of the affairs of the Club shall be vested in a General Committee. The Committee shall consist of the following:-
 - a) A President.
 - b) Two (2) Vice-Presidents, one of whom to be in-charge of Yachting (Commodore).
 - c) A Treasurer.

- d) Six (6) Ordinary Members, one of whom shall be designated by the General Committee as the Honorary Secretary, plus the District Officer or his duly appointed representative of a minimum position of Assistant District Officer, as an ex-officio Committee Member.

The President shall be elected for a term of two years and shall not be eligible for re-election for an immediate succeeding term. The other Committee Members shall be elected for a term of two years and shall be eligible for re-election for another immediate succeeding term only.

- (ii) The Members of the General Committee shall be elected at the Annual General Meeting. Nominations for the Committee shall be called for by the Club secretary at least one month before the date of the General meeting. Each nomination shall have a proposer and seconder, who shall be Ordinary Members of the Club. Each nominee shall indicate in writing to the Club Secretary his acceptance of his nomination. Nominees for President must have been Members of the Club for at least five years. Nominees for Vice-President holding the portfolio of Commodore must have sailed actively thirty per centum (30%) of the previous year's sailing calendar. All other nominees must have been members of the Club for at least 2 years. Voting for Members of the Committee shall take place at the Annual General Meeting by secret ballot. In the event no nomination for a position is received by the closing date, then nomination for such position shall be called for from the floor from among members present at the General Meeting. A candidate for election to the General Committee must be voting Member of the Club who is not a defaulter in respect of his account with the Club within the immediate preceding 24 months of the date of his nomination.
- (iii) Any vacancy occurring during the year among the elected members of the committee shall first be filled by candidates for Committee Members who were not elected during the preceding Annual General Meeting in order of the number of votes received, failing which the vacancy may be filled by the Committee from Ordinary Members of the Club.
- (iv) In the event of non attendance of a Member of the Committee at three consecutive Committee Meetings, and provided due notice of the Meetings has been dispatched to the Member's last known address, he shall automatically cease to be a Member of the Committee. The Committee shall ensure that this clause is strictly adhered to.
- (v) An Ordinary Meeting of the Committee shall take place at least once a month; special Meetings may be called by the secretary when necessary, or on the requisition of three members of the Committee. At any Meeting of the Committee five members shall form a quorum. Properly recorded Minutes of proceedings of all Meetings of the Committee shall be kept by the Secretary. All questions shall be decided by a majority of votes, each Member of the Committee shall have one vote and the President a second and casting vote. Votes by proxy shall not be admissible at any meeting of the Committee.
- (vi) The Secretary shall give to the Members of the Committee seven days' notice of each Ordinary Meeting and, where possible three days' notice of any special Meeting of the Committee.

8.2 **General Manager/Secretary**

- (i) The Committee shall have power to appoint, pay and dismiss a General Manager/Secretary or Manager and such other servants as they deem necessary, provided that the power to employ and dismiss such other servants may be delegated by the Committee to the General manager or Manager. No employee shall be a member of the Club.

8.3 **Disciplinary Committee**

- (i) At each Annual General Meeting, Members shall elect a Disciplinary Committee made up of five Members to be elected from Voting Members of at least ten years standing and shall not have been the subject of any disciplinary action taken against them by the Club. The nominations for an election of the members of the Disciplinary Committee shall be from among qualified Members present at such Annual General Meeting. The Disciplinary Committee members shall appoint a Chairman for the Disciplinary Committee from among the Disciplinary Committee members. All complaints concerning the conduct of Members shall be in writing and shall be directed in the first instance to the Club secretary who shall forward such complaints to the Disciplinary Committee. The Disciplinary Committee shall determine the seriousness of the complaints and if it determines that there are sufficient grounds for investigation, the Chairman of the Disciplinary Committee shall constitute a Hearing Committee consisting of three of its members. The Hearing Committee may call witnesses as it deems necessary but in all instances it must ensure that the principles of natural justice are observed. Based on the findings of the Hearing Committee the Disciplinary committee shall forward its decision to the General Committee for action. The General Committee shall be bound by the decision of the Disciplinary Committee and shall act accordingly.
- (ii) A Member aggrieved by the decision shall have the right within sixty days of being informed of such decision to call an Extraordinary General Meeting in accordance with Clause 7.3. Resolutions at such General Meetings shall be by ballot. Unless stated otherwise elsewhere in these Clauses, no Member subject to any disciplinary action shall serve in any elective office or on any committee or sub-committee of the Club until the lapse of two clear years from the end of the period stated in the disciplinary action.

CLAUSE 9. **DUTIES OF OFFICE BEARERS**

9.1 **Powers of the General Committee**

- (i) The Committee shall have the power to make, and when made, to amend or repeal Bye-Laws for the proper management of the Club. All Bye-Laws so made, amended or repealed shall be circulated to all Members and shall be posted in the Club. Bye-Laws shall come into operation and be binding upon Members upon such date as shall therein be stated.
- (ii) The Committee shall have the power to appoint an individual or a recognized firm to act as Secretary of the Club to fix the amount of his or their remuneration. The terms of such appointment, and its termination, shall be governed by an

agreement in writing entered into by the Committee with the individual or firm appointed.

- (iii) The Committee shall appoint any one of its members to act as the Public Officer of the Club to represent the Club in any legal proceedings and to sue for recovery of any money or property due to or belonging to the Club.
- (iv) The Committee may in its discretion grant the use, whether exclusive or not, of any portion of the Club premises, but not of the whole, to individuals, Committee or Associations for meetings, entertainment or sporting events. The Committee may on such occasions, invite any person or persons connected with such meetings, entertainment or sporting events to become Honorary Members of the Club for the duration of such meetings, entertainment or sporting events, provided that such Honorary Members may be restricted to such portions of the Club premises as the Committee may decide. With regard to such granting of the use of part of the Club premises, as long notice as possible shall be posted prominently in the Club.
- (v) The Treasurer shall cause full accounts to be kept by the General Manager who shall keep an account in the name of the Club at a Bank to be agreed upon by the Committee. The said accounts shall be audited by External Auditors who shall be professional accountants and who shall be appointed annually at each Annual General meeting but the fees of such External Auditors are to be decided by the Committee from time to time. Should the office of External Auditors fall vacant at any time the Committee shall have power to appoint new External Auditors during the unexpired portion of the term of office.
- (vi) All cheques shall be signed by the General Manager and the current Treasurer or the current President or any other member of the committee who may be designated by the President. Day to day cash expenditure shall be authorised by the General Manager, accountable to the Committee.
- (vii) The Committee shall have the power to appoint any number of Sub-Committees and to delegate to them any part of its duties and powers. A member of the Committee shall be elected Chairman of any Sub-Committee appointed under this Clause. Any Member of the Club, at the request of the Committee may serve on any such Sub-Committee.
- (viii) Tenure of Office/Duty for all Sports Convenors shall be limited to two years.
- (ix) The Committee and/or individual members of the Committee shall not be involved in deciding on matters which benefit only members of the Committee whether individually or collectively. All benefits for Committee Members shall be decided by Members at General Meeting.
- (x) Committee Members shall not, whether directly or indirectly have an interest in a contract or proposed contract with the Club, unless such contract is approved by the Members at General Meeting.

CLAUSE 10. **FINANCIAL PROVISION**

10.1 **Annual Budget**

- (i) At the Annual General Meeting, the General Committee holding office shall present for the members' consideration and approval a Financial Budget for the following year. The budget shall cover details of income and expenditure estimates for the next financial year as well as details of any proposed capital expenditure.
- (ii) The General Committee holding office for the time being shall be bound by the approved budget and any variations from the budget shall be brought to members' attention at the succeeding Annual General Meeting. Variations from the budget for any item of capital expenditure of more than 20% or RM20,000/- which ever is lower, must be approved by members at General Meeting.
- (iii) The Committee shall not incur any expenditure in excess of RM20,000/- for any one project without the approval of Members in General Meeting unless such expenditure had been approved in the Annual Budget exercise. Any development that requires financing from members or by loans except from the Club's own funds shall be approved with a two-thirds majority at a General Meeting of Members.

CLAUSE 11. AUDITORS

- 11.1 The accounts of the Club for the preceding year, 1st January to 31st December shall be examined and the correctness of the financial affairs of the Club ascertained by one or more External Auditors as provided under Clause 9.1 (v).
- 11.2 Members at each Annual General Meeting shall elect from members present at such meeting two Voting Members as Honorary Internal Auditors who shall hold office until the next Annual General Meeting. The Honorary Internal Auditors shall perform an independent function to review the internal control systems as a service to the Club. They shall have unrestricted access to all activities undertaken by the Club in order to review, appraise and report to the General Committee and Members at each Annual General Meeting of the Club on:
 - (i) The adequacy and effectiveness of the system of financial and managerial control and their operation in practice.
 - (ii) The extent of compliance with, relevance and financial effect of, established policies, plans and procedure.
 - (iii) The extent to which the assets and interest are accounted for and safeguarded from losses of all kinds arising from waste, extravagance, inefficient administration, poor value for money, fraud or other cause.
 - (iv) The suitability, reliability and integrity of financial and other management information and the means used to identify, measure, classify and report such information.
 - (v) The integrity of computer systems, including systems under development, to ensure that controls over computer processing and associated clerical procedures offer adequate protection against fraud and loss of all kind.

- (vi) The suitability of the internal organization units to carry out their functions.
- (vii) Follow up action taken to remedy weakness identified by Internal Auditors.

CLAUSE 12. **PROPERTY ADMINISTRATOR**

12.1 **Trustees of Immovable Properties**

- (i) There shall be at least two (2) Trustees of all immovable properties including leases belonging to the club. These Trustees shall be appointed by the Committee. All such properties shall be vested in them and shall be dealt with by them as the Committee shall from time to time direct by Resolution (of which an entry into the Minutes Book shall be conclusive evidence). The Trustees shall be indemnified and kept indemnified of any liability whatsoever arising from matters related to such properties.
- (ii) The Trustees shall be Malaysian citizens residing in Malaysia and shall continue to hold office until they reach the age of 65 years, resignation, death or by removal. Removal of a Trustee shall be by resolution of the Committee who may for any reason which may seem sufficient to the majority of them present and voting at any meeting.
- (iii) If by reason of resignation, death or removal, it shall appear necessary to the Committee that a replacement trustee be appointed, the Committee shall by resolution appoint a replacement trustee within the meaning of Sec. 38 of the Trustee Ordinance 1949.

12.2 **Trustees of the Retirement Fund**

- (i) There shall be at least three (3) Trustees of the Retirement Fund. The Trustees shall be appointed by the Committee and all Deeds of the Club shall be vested in them and to be dealt with as the Committee shall direct from time by Resolution (entry into the Minutes Book shall be conclusive evidence).
- (ii) The Trustees shall be responsible for the proper management of the Retirement Fund and adhere to the Bye-Laws pertaining to the said fund.
- (iii) The Trustees shall be indemnified and kept indemnified against all expenses incurred by them in relation to this fund.
- (iv) The Trustees shall be Malaysian citizens residing in Malaysia and shall continue to hold office until they reach the age of 65 years, resignation, death or by removal. Removal of a Trustee shall be by resolution of the Committee who may for any reason which may seem sufficient to the majority of them present and voting at any meeting.

- (v) If by reason of resignation, death or removal, it shall appear necessary to the Committee that a replacement trustee be appointed, the Committee shall by resolution appoint a replacement trustee within the meaning of Section 38 of the Trustee Ordinance 1949.
- (vi) If the Committee shall deem it expedient, the Committee shall nominate an additional trustee or trustees by Resolution. The President is hereby nominated to appoint by deed, the trustee(s) so nominated by the Committee as additional trustee(s) of the Retirement Fund within the meaning of Section 38 of the Trustee Ordinance 1949.

CLAUSE 13. **INTERPRETATION**

- 13.1 In these Clauses and all Bye-Laws made hereunder unless there be something repugnant in the subject matter or context:
- (i) “The Club” means Royal Port Dickson Yacht Club.
 - (ii) “The Committee” means the members of the General Committee for the time being.
 - (iii) “In writing” means written or printed or partly written or partly printed.
 - (iv) “Month” means Calendar month and for the purposes of subscription shall be the period from the first to the last day of every month.
 - (v) Words importing the singular number include the plural number and vice versa and words importing the masculine gender include (where the context admits) the feminine gender.
 - (vi) Corporation means companies incorporated in Malaysia and companies permitted to operate within Malaysia.
 - (vii) “General Meeting” means the Annual General Meeting or an Extraordinary General Meeting properly convened in accordance with these Clauses.
 - (viii) “Member” means all classes of members as defined in these Clauses unless otherwise qualified.
- 13.2 **Clauses and Bye-Laws**
- (i) The Committee shall be the sole authority for the interpretation of these Clauses and of the Bye-Laws made hereunder, and the decision thereon of the Committee for the time being shall be binding on all Members. Any dispute in the interpretation of the Clauses involving matters of a serious nature shall be referred to a General Meeting of Members, called upon the written request of the Members or by the Committee itself. At such a General Meeting, the majority decision of those voting shall be deemed the final interpretation of the Clause/Clauses in dispute.

- (ii) In the event of any question or matter arising which is not provided for in the foregoing clauses the decision of the Committee in all cases shall stand pending the decision of either the Annual General Meeting or Extraordinary General Meeting.

CLAUSE 14. ADVISOR/PATRON

14.1 Patron

The Royal Patron of the Club shall be the DYMM Tuanku Yang DiPertuan Besar, Negeri Sembilan Darul Khusus.

14.2 Advisor

The ex-Officio/Advisor of the Club shall be the District Officer of Port Dickson.

CLAUSE 15. PROHIBITION

- 15.1 No Member shall give any money, present or gratuity to any servant of the Club or reprimand any Club servant.
- 15.2 No provisions cooked outside the Club or wines or liquors or any other beverage shall be brought into and consumed in the Club except with the consent of the Committee.
- 15.3 Books, periodicals, newspapers, etc., shall on no account be removed from the Club.

CLAUSE 16. AMENDMENT OF CONSTITUTION

16.1 Amendments to Clauses

- (i) Any Clause may be repealed or amended and any new Clause made at any time provided such repeal, amendment or new clause be approved and passed at any Annual or Extraordinary General Meeting of Members. Notice of the proposed alterations must be given to the Secretary and the same shall be clearly stated in writing. No alterations shall be proposed at any Annual or Extraordinary General Meeting unless 14 clear days have elapsed between the date of the giving of such notice and the date of the Meeting. Resolutions to amend or repeal any clause or to make a new clause must be supported by two-thirds of voting members present and voting.

CLAUSE 17. DISSOLUTION

- 17.1 The Club may be voluntarily dissolved by a resolution of not less than three fifth of the total membership.

CLAUSE 18. FLAG, LOGO AND BADGE

18.1 The emblem of the Club shall be as follows:

A brown Rusa deer seated, facing left on a blue and yellow striped base; on either side, one green branch.



CLAUSE 19. **INDEMNIFICATION OF COMMITTEE MEMBERS**

19.1 Every member of the General Committee and any sub-committee shall, in the absence of fraud or negligence on his part, be indemnified out of the assets of the Club against any expense, loss or liability incurred by him in the performance of the duties of his office or otherwise in relation to his office. The Club may purchase and maintain public liability insurance for or for the benefit of any such person against liability so incurred by him.

CLAUSE 20. **CLAIMS AND LIABILITY**

20.1 The Club shall not be liable in respect of the death or personal injury of any Member arising in any way out of his Membership of the Club or through his use of or enjoyment of the Club, its amenities, privileges or facilities or otherwise howsoever arising.

20.2 The Club shall not be liable for the loss of or damage to any articles or property or cash whatsoever brought upon the club premises by a Member

CLAUSE 21. **MISCELLANEOUS**

21.1 The Committee shall have power to fix the charges imposed in the Club other than those set out in the Clauses.

21.2 Complaints and suggestions may be entered by Members in the book provided for that purpose.

21.3 Any Member breaking or injuring the property of the Club shall pay to the Club any cost of making good the damage. The amount of such cost shall be assessed by the Committee, whose decision shall be final.

- 21.4 The Clauses shall be printed and copies made available to all Members. Every Member of the Club shall be bound by the Clauses and shall be deemed to have full notice thereof whether he shall not have obtained a copy thereof.

CLAUSE 22. **ANNEXE**

- 22.1 The registered place of business for the Annexe Club shall be “PT 988 and PT 989, Batu 2, Jalan Seremban, 71000 Port Dickson, Negeri Sembilan” or at such other place as may from time to time be decided by the Committee. The registered place of business of the Club shall not be changed without prior approval of the Registrar of Societies.