

**PERLEMBAGAAN BAGI  
PERTUBUHAN INDUK  
CHINESE SWIMMING CLUB, PENANG**  
(PPM-012-07-21021950)

**CLAUSE 1 NAME**

The name of the Club shall be 'CHINESE SWIMMING CLUB, PENANG" and shall hereafter be referred to as "The Club".

1A In these Rules, words denoting the singular shall mean and include the plural and words denoting the masculine shall mean and include the feminine.

**CLAUSE 2 COLOURS**

The colours of the Club shall be Royal Blue and Amber.

**2A. ADDRESS OF THE CLUB AND ITS BRANCHES**

(a) The registered address of the Club shall be: No. 562 Jalan Tanjung Bungah, Mukim 18, 11200 Penang or any other place which will be identified and determined by the General Committee.

(b) The Club shall be entitled to set up branches or additional premises for the provision of Club facilities to the members. The name, location and the number of additional premises shall be identified and determined by the General Committee.

(c) Any branch or additional premise of the Club shall be a part of the Club, be governed by the Rules and be managed and controlled by the General Committee.

**CLAUSE 3 OBJECTIVES**

The objectives of the Club shall be:

(a) To provide members and their families with every possible facility to learn swimming and lifesaving.

(b) To disseminate knowledge of modern swimming techniques and to improve standards in swimming and water polo with a view to participate in national and international competitions.

(c) To promote all kinds of aquatic sports and other forms of sporting, social and recreational activities, as the General Committee shall from time to time think fit.

(d) To encourage members and their families to take part in wholesome social

activities and enjoy healthy recreation.

## CLAUSE 4 MEMBERSHIP

(A) Except in the case of Patrons, Honorary Members, Spouse Members, Associate Members and Social Members, members shall be of the Malaysian citizen of Chinese race and shall consist of:

### (i) PATRONS OR HONORARY MEMBERS

The General Committee by a unanimous vote may invite any person whom they think fit to be a Patron or Honorary Member of the Club subject to the approval of an Annual General Meeting, by at least three quarters majority. Such members shall be entitled to all privileges of the Club except that of voting, holding office, and introducing guests and shall not be required to pay Entrance Fee and monthly subscriptions PROVIDED THAT the tenure of such office as Patron or Honorary Member appointed is not for life, and can be withdrawn or revoked by the General Committee at their absolute discretion.

### (ii) LIFE MEMBERS

(a) Any Ordinary Member registered before 10th May 1992 and with at least 15 years of continuous membership without arrears may be eligible for Life Membership by paying a compounded life subscription as stated in Rule 6(B) and subject to the approval by the General Committee.

(b) All members of the Chinese Swimming Club Properties Ltd (By Guarantee) are, ipso facto, Life Members PROVIDED THAT those who have not attained their sixteenth birthday shall have no voting rights at meetings, nor shall they hold office.

### (iii) ORDINARY MEMBERS

Except for those Ordinary Members who were admitted before 1st January 2002, the club will no longer accept applications for Ordinary Membership. All existing Ordinary Members are entitled to enjoy the various facilities of the club, to hold office, introduce guest, and to vote during the club Annual General or Extraordinary/Special Meetings. All Ordinary Members must pay monthly subscriptions as set by the General Committee.

### (iv) OUTSTATION MEMBERS

Persons residing outside the State of Penang may be admitted as Outstation Members and shall be entitled to all the privileges of an Ordinary Member except that of voting and holding office and subject to the approval by the General Committee.

### (v) JUNIOR MEMBERS

(a) Junior Member shall be the child of a member between twelve (12) and not more than twenty one (21) years of age. Junior Members are entitled to all the privileges of Ordinary Transferable Members except that of voting, holding office, and introducing guest.

(b) On attaining the age of 21, he shall cease to be a Junior Member but may within six (6) months from the date he ceases to be a Junior Member, he may apply for conversion to Ordinary Transferable Member by paying a conversion fee. If no application is submitted within this grace period of six (6) months, he shall deem to have foregone his/her right and privilege for this conversion. The conversion fee for an applicant who has been a Junior Member for at least 4 years shall be 30% of the Entrance Fee payable in one lumpsum within fourteen (14) days upon application. The aforesaid sum shall be payable in such instalments as the General Committee may from time to time decide. Ordinary Transferable Member elected under this provision shall not be eligible to transfer their membership under Rule 4(xi) until he has been an Ordinary Transferable Member for a period of five (5) years.

#### (vi) SPOUSE MEMBERS

The spouse of Ordinary Transferable Members, and Life Ordinary Transferrable Members and Associate Members as informed and expressly stated on the said member's application and at the discretion of the General Committee, may be admitted as Spouse Members upon payment of the appropriate subscription fees. They shall be entitled to all the privileges of the Club except that of voting and holding office.

#### (vii) ASSOCIATE MEMBERS

A Person of other races and/or nationalities of at least twelve (12) years of age, whether married or single, may be admitted as an Associate Member and shall be entitled to all the privileges of the Club except that of voting, holding office and introducing guests. Associate Membership is subjected to annual review and all decisions made by the General Committee shall be absolute.

#### (viii) ABSENT MEMBERS

Any member absent from Malaysia for a period of more than one year may, for reason acceptable to the General Committee, be exempted from payment of subscription for the period.

#### (ix) SOCIAL MEMBERS

(a) The applicants who shall be twenty-one (21) years of age and above, any race, may be admitted as Social Members by payment of subscriptions as stated in Rule 6(B) and subject to the approval by the General Committee.

(b) The General Committee is empowered to review and limit the number of such memberships from time to time.

(c) The period of membership shall not exceed one year and expiring date shall be 31st December of the year.

(d) Social Members shall be entitled to enjoy the jackpot room only. They shall have no voice in the management, voting and holding office. They are not entitled to introduce guest to the Club nor enter for any Club activity such as Club Gala, competition or any function organised and subsidised by the Club.

(e) Social Members shall pay no Entrance Fee but is required to pay the subscription fee for their application.

(f) The Social Membership is subject to yearly review.

(g) Social Memberships can be terminated or rescinded, if the Social Member is found to have breached the rules of the Club, in particular any misconduct including but not limited to abuse of members or fighting while in the Club's premises, including the Annexe Building.

#### (x) MEMBERS OF AFFILIATED CLUBS

(a) A member of a club with which the General Committee has made reciprocal membership arrangements shall be entitled to the privileges as an Affiliated Club Members of this Club and be subject to the same responsibilities of a member of the Club on presentation of a letter of introduction from the Secretary of such club. Affiliated Club Members are allowed to enjoy gym, restaurant, jackpot, and aquatic facilities.

(b) This rule shall not apply to a person under any of the following circumstances:

(i) The person being a resident in the State of Penang for more than three (3) months;

(ii) The person whose application for admission has been rejected by the Affiliated Club; and

(iii) The person is an Affiliated Club defaulter in payment of his/her dues and subscription fees.

(c) The General Committee reserves the right at any time to withdraw all privileges granted under this rule.

#### (xi) ORDINARY TRANSFERABLE MEMBERS (OTM)

(a) Ordinary Transferable Members shall be persons of twenty-one (21) years of age.

(b) The rights and privileges of the Ordinary Transferrable Members are the same as Ordinary Members.

(c) Ordinary Transferable Members may transfer their memberships to any person eligible under the Ordinary Transferable Membership category and ruling, who are of the Chinese race of Malaysian citizenship only, subject to the approval of the General Committee and on payment of a transfer fee and a registration fee, as determined by the General Committee from time to time.

(c) The transfer fee shall be an amount of 10% of the prevailing Entrance Fee payable by the Ordinary Transferable Members at the time of such transfer except where the transferee is the son or daughter of the Ordinary Transferable Members of the Club, the transfer fee shall be a token sum of 1% of the prevailing Entrance Fee.

(d) On the death of an Ordinary Transferable Member, the membership may be transferred to the nominee, who is of Chinese race of Malaysian citizenship only subject to the approval of the General Committee and on payment of a transfer fee and a registration fee as determined by the General Committee.

#### (xii) LIFE ORDINARY TRANSFERABLE MEMBERS (LOTM)

(a) Life Ordinary Transferable Members enjoy all rights of Ordinary Transferable Members. PROVIDED ALWAYS THAT LOTM do not have to pay monthly/annual subscriptions.

(b) Subject Always to the prior approval of the General Committee, in the event that a Life Ordinary Transferable Membership is sold or transferred, the transferee shall only be converted to Ordinary Transferable Membership.

(c) All members of the Chinese Swimming Club Properties Ltd (By Guarantee) are ipso facto, Life Members PROVIDED THAT those who have not attained their sixteenth birthday shall have no voting rights at meetings, nor shall they hold office, or introducing guests.

#### (xiii) CORPORATE MEMBERS

(a) The General Committee may at its discretion accept firms, companies or corporations as Corporate Members.

(b) Corporate Members shall be entitled to nominate not more than two (2) persons who are at least twenty-one (21) years of age belonging to that organisation, who shall, only on the acceptance of the General Committee be entitled to enjoy the full privileges of Associate Members. PROVIDED THAT such nominated person shall have no voice in the management of the Club, to hold office to vote or introduce guests.

(c) The General Committee shall be at liberty to determine the Entrance Fee payable in respect of Corporate Members. The Entrance Fee shall be paid upon application irrespective of whether the initial one or two nominees are being nominated at the time of application.

(d) All nominees, whether original or substitute, shall be subjected to normal election procedures and the General Committee shall be entitled in its absolute discretion to reject any such nomination without assigning any reason thereof.

(xiv) SPORTING MEMBERS

(a) Sporting Members shall be the children of the members of the Club (Life Ordinary Transferable Members, Ordinary Transferable Members, and Associate Members), who join the swimming squad to train and participate in competition and represent the Club at meets. They will be eligible for any Club subsidies that may to be offered or granted by the Club subject always to the General Committee's absolute discretion.

(B)(a) No member, guest or child shall have any claim against the Club or its properties and assets or the General Committee or any of its official/agents for any loss, damage or injury suffered or sustained by him/her on the Club's premises.

(b) Any member employed by the Club shall have his/her membership suspended automatically forthwith during his/her employment. Upon termination of employment, membership may be resumed, subject always to the decision and final approval of the General Committee at its absolute discretion with or without adducing of reason.

(c) Every Ordinary member, Ordinary Transferable Member and Life Ordinary Transferrable Members except Junior Members, Spouse Members and Associate Members shall have one vote.

(d) Any member who has any recurring or on-going direct or indirect interest or commercial relationship in any matter with the Club (referred in this Rules as "Interested Members") shall not be eligible to hold any positions in any Committee or Sub-Committee of the Club. PROVIDED THAT if any General Committee Member shall become an Interested Member during the term of his office, the said Committee Member shall not take part in the deliberation and abstain from making any decision in respect of the said matter.

**CLAUSE 5 APPLICATIONS FOR MEMBERSHIP**

(a) Applications for membership shall be submitted to the Honorary Secretary on a prescribed form, fulfilling all the requirements stipulated by the Club but subject always to the absolute discretion of General Committee. Applications shall be duly proposed and seconded by Life Ordinary Transferrable Members or Ordinary Transferable Members. Such completed forms shall be posted up in the Club for at least fourteen (14) days prior to consideration by the Election Sub-Committee, The Election Sub-Committee will recommend successful applications to the General Committee for approval.

(b) The General Committee may declare void the acceptance of any newly accepted member if he fails to pay his Entrance Fee and subscription within one

month from the date of such election.

(c) Only Ordinary Transferable Member applicants who have been rejected may re-apply for admission after a period of six months from day of his/her acceptance as member is declared void.

(d) When a candidate has been accepted as a member, the Honorary Secretary shall notify him of his election, request the payment of the Entrance Fee and subscription, and furnish him with a copy of the Rules of the Club by which he shall be bound thereby.

## **CLAUSE 6 ENTRANCE FEE & SUBSCRIPTIONS**

### **A. ENTRANCE FEE**

(a) The Entrance Fee shall be such sums as may be approved from time to time by the General Committee but shall not exceed the amount stated in the respective categories below excluding any government taxes or rates in force or to be imposed from time to time.

- (i) Junior Members RM 1,000.00
- (ii) Associate Members RM 8,000.00
- (iii) Spouse Members Nil
- (iv) Social Members Nil
- (v) Ordinary Transferable Members RM50,000.00
- (vi) Corporate Members (per nominee) RM80,000.00

Subject to the acceptance of the proposed amendment to the Bye-Laws approved by the General Committee pertaining to Entrance Fee.

(b) Entrance Fee received shall not form part of the Club's operating surplus for the year which is to be deposited in the General Fund account but shall be credited to the Development Fund account in accordance to Rule 18 hereof.

### **B. SUBSCRIPTION**

(a) The subscriptions shall be such sums as may be fixed from time to time by the General Committee but shall not exceed the amount stated in the respective categories below excluding any government taxes or rates in force or to be imposed from time to time.

(i) Junior Members  
• RM40.00 per month or RM400.00 annually if paid in advance in January.

(ii) Spouse Members  
• RM60.00 per month or RM600.00 annually if paid in advance in January.

(iii) Associate Members

- RM100.00 per month or RM1,000.00 annually if paid in advance in January.

(iv) Social Members

- RM400.00 annually.

(v) Ordinary Transferable Members

- RM100.00 monthly or RM1,000.00 annually if paid in advance in January.

(vi) Ordinary Members

- RM100.00 monthly or RM1,000.00 annually if paid in advance in January.

(vii) Corporate Members

- RM200.00 monthly or RM2,000.00 annually if paid in advance in January.

(viii) Visiting Member

- RM300 per month

Subject to the acceptance of the proposed amendments to the Bye-Laws pertaining to Subscriptions at the Annual General Meeting or Extraordinary/Special General Meeting.

(b) Subscriptions shall be paid in advance and shall become due and payable on the first day of every month/year whichever is applicable.

(c) There shall be no refund of any subscription paid in advance in the case of resignation of membership or termination whether monthly or yearly.

(d) Life Members converted to Ordinary Transferable Members are exempted from paying subscriptions. This exemption of subscription shall not in any event be applicable to any application for the transfer of Life Ordinary Transferable Members.

### C. TRANSFER & CONVERSION FEES

Transfer and conversion fees received shall not form part of the Club's surplus for the year but shall be credited to the Development Fund account.

## CLAUSE 7 TERMINATION

(a) A member who has breached any provision of the Rules shall have his membership terminated forthwith upon receiving a written notice from General Committee subject always to the latter discretion.

(b) Alternatively, a member who has duly discharged all his financial and other obligations of the Club may at any time terminate and surrender his membership by giving not less than fourteen (14) days written notice to the Honorary Secretary of the Club.

## CLAUSE 8 RE-ADMISSION

A defaulter who has duly settled all the debts or any financial liabilities owed to the Club may apply to rejoin. His or her application will be treated as a fresh one and pursuant to para 5(b) hereof but subject always to the ultimate approval at its absolute discretion of the General Committee.

## **CLAUSE 9 DEFAULTERS**

(a) Any member who is three (3) months in arrears of his subscription shall ipso facto cease to be a member. Any member who is indebted to the Club and fails to discharge the same within thirty (30) days after notice in writing has been posted to such member's last registered address shall be declared a Defaulter and the General Committee may post his name on the Defaulters' List on the Club's Notice Board.

(b) A Defaulter shall who has his name on the Defaulter's List on the Club's Notice Board for a continuous period of three (3) months shall have his/her membership terminated forthwith automatically upon the stipulated aforesaid.

(c) A Defaulter shall be suspended forthwith automatically of his rights and entitlements as a member and shall not be admitted into the Club's premises including the membership in the Sections as setup in Rule 24 hereof. Such Defaulter shall not be admitted nor be permitted to use any of the Club facilities.

(d) All monies due to the Club are payable at the Club office or via online banking to Club's account. Official receipts shall be issued thereafter.

## **CLAUSE 10 CONDUCT OF MEMBERS**

(a) If after enquiry and opportunity for explanation has been given, any member, whose conduct is socially unbecoming in a civil society, such as indulging in fights or usage of abusive language, or found to be criminal, in a court of law, whose conduct either in the Club premises, or in the Annexe Building, in the majority opinion of the General Committee, injurious to the prestige and interest of the Club, and/or if any member is found guilty of any other breach of the Rules and Bye-Laws of the Club, the Committee shall have power to suspend such member for such a period as they think fit, or expel and terminate him/her as the member of the Club whenever the General Committee deems fit and proper.

(b) Any such member terminated as the case may be under this Rule shall have the right to appeal to an Extraordinary/Special General Meeting provided a written requisition for such a Meeting is signed by not less than forty (40) members having the right to vote. The General Committee shall convene an Extraordinary/Special General Meeting within five (5) weeks of the receipt of such written requisition.

(c) The quorum for such requisitioned meeting shall be forty (40) members having the right to vote. If the decision of the General Committee be not confirmed by at least a two-thirds majority of the members present then the members who is

terminated shall be re-instated and such decision shall be final.

(d) Fourteen (14) clear days' notice of such requisitioned for the Extraordinary/Special General Meeting shall be given to the member concerned and he shall have the right to address the meeting. Fourteen (14) clear days' notice of such requisitioned meeting shall be inserted once in a local Chinese daily, once in an English daily and the posting on the Club's Notice Board. Upon such insertion in the aforesaid newspaper and the posting on the Notice Board, notice shall be deemed to be duly served on all the members of the Club.

(e) The General Committee may forbid the member or members whose conduct shall form the subject of enquiry under this Rule, from using the Club's premises pending the decision of the Extraordinary/Special General Meeting herein referred to.

(f) Any member thus suspended under this Rule shall not be liable for his/her subscription during the period of suspension.

(g) Any such member who represented the Club is first found guilty of conducting and/or participating in any events and/or activities concerns with any fraudulent and/or false claims shall be suspended for the period of as the case may be under this Rule and penalized in the amount determined by the General Committee at their absolute discretion.

(h) Any such member who represented the Club with second time offence of conducting and/or participating in any events and/or activities concerns with any fraudulent and/or false claims shall be suspended automatically with immediate effect and be penalized in the amount determined by the General Committee at their absolute discretion.

## **CLAUSE 11 ADDRESSES**

Every member shall register his permanent residential or correspondence address/ Contact Number/ Email Address with the Honorary Secretary and shall immediately notify the Club of any change of the above in writing. Any correspondence forwarded to the last registered address of a member by post, e-mail, or any other technological communication mode and including but not limited to social messaging forum/apps at the contact number registered herein shall be deemed to be received by the member.

## **CLAUSE 12 MANAGEMENT**

(a) The Club shall be managed by a General Committee consisting of a President, three (3) Vice-Presidents, an Honorary Secretary, an Honorary Treasurer, an Honorary Club Captain, six (6) either Life Ordinary Transferable Members or Ordinary Transferable Members as the case may be, six (6) members nominated by the Penang Chinese Swimming Club Properties Bhd. and the immediate past

President as an Ex-officio Member of General Committee.

(b) An Honorary Medical Adviser and an. Honorary Legal Adviser shall be nominated and elected by the General Committee and the former shall have no voting right in any decisions to be made by the General Committee.

(c) The General Committee shall be elected biennially at the Annual General Meeting. All candidates for election must be physically present at the AGM to be eligible for election.

(d) All candidates for election to the General Committee shall be members for at least three (3) years.

(e) The conduct of all General Meetings shall follow the prescribed Rules and procedures approved by the General Committee.

### **CLAUSE 13 POWERS OF GENERAL COMMITTEE**

The General Committee shall have power:

(i) To fill up vacancies occurring during their term of Office without reference to a General Meeting except that of President in which case one of the Vice-Presidents shall be appointed by the General Committee to act until a successor shall be elected subsequently. The election of the President must strictly be at an Extraordinary/Special General Meeting convened for that purpose or during the AGM as the case may be.

(ii) To control revenue and expenditure, to engage or to terminate the services of all employees and fix their terms of service and remunerations.

(iii) To prepare the Budget which when passed with or without amendments by an Annual General Meeting, shall be binding on the incoming Committee, unless special permission to vary same be obtained at a subsequent Extraordinary/Special General Meeting.

(iv) To expend the funds of the Club to an amount not exceeding that provided for in the Annual Budget.

(v) To appoint an Election (Membership) Committee consisting of five (5) members of whom at least four (4) shall be members of the General Committee to deal with application, resignation, transfers and other matters pertaining to membership for confirmation by the General Committee.

(vi) To appoint a Sub-Committee for the management of any department appertaining to the Club consisting of members (whether or not they are members of the Committee) as they may deem fit, and to delegate to such Sub-Committee such of their powers as they may consider necessary and expedient, and to withdraw from such Sub-Committee all or any of the powers so delegated and to

revoke such appointments. Any Sub-Committee so appointed shall, in exercising the powers so delegated conform to any of the Regulations that may from time to time be imposed upon it by the General Committee. The President shall, as ex-officio, be a member of all Sub-Committees.

(vii) To make, amend or rescind Bye-Laws. All Bye-Laws, amendments, or rescissions shall be posted on the Notice Board in the Club's premises for a fortnight, during which time, any thirty (30) members having any objections may by notice in writing to the Honorary Secretary requisition an Extraordinary/Special General Meeting for the purpose of re-considering such Bye-Laws, amendments or rescissions.

(viii) To deal with all matters appertaining to the management and welfare of the Club in accordance with the Rules and Bye-Laws of the Club.

(ix) To enter into reciprocal arrangements with any other club or clubs in Malaysia or overseas upon such beneficial terms and conditions as may appear desirable.

(x) To purchase, own, acquire, take on lease, hire, rent, sell or transfer any rights, title and interest in any immovable or movable property including but not limited to lands, buildings, properties, machinery, plant and stock in trade.

#### **CLAUSE 14 ABSENCE OF COMMITTEE MEMBERS**

Any member of the General Committee, other than the President or Vice-Presidents, absenting himself with three (3) consecutive meetings without satisfactory explanation in writing to the Honorary Secretary shall ipso facto, cease to be a member of the General Committee and his place shall deem vacant forthwith at whereupon at once filled by any member the General Committee may appoint.

#### **CLAUSE 15 THE HONORARY SECRETARY & HONORARY TREASURER**

(a) The Honorary Secretary and Honorary Treasurer shall administer the affairs of the Club under the direction of the General Committee.

(b) All communications of the Club shall be addressed to the Honorary Secretary.

#### **CLAUSE 16 MEETING**

At all General Meetings and General Committee Meetings, the Chairman shall have a casting vote. The President shall be Chairman of all such meetings. In the absence of the President, a Vice-President shall take the Chair in the event if there is a disagreement among the three (3) Vice-President as to who should chair the meeting, the Vice-President of the most seniority in membership shall take the

chair. In the absence of both the President and three (3) Vice-President, any General Committee member present may be elected by a majority of those present and he shall assume the Chair.

#### 16A. ANNUAL GENERAL MEETING

(a) Financial Year

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

(b) Date of Meeting

The Annual General Meeting shall be held not later than the 31st day of May.

(c) Quorum

Thirty (30) members with the right to vote shall form a quorum. In the event of there being no quorum, the meeting shall stand adjourned to the same day in the following week at the same time and place. At such an adjourned meeting, those present shall form a quorum.

(d) Business

(i) To read and confirm the Minutes of the previous Annual General Meeting or any Extraordinary/Special General Meeting.

(ii) To receive and pass the Annual Report.

(iii) To receive and pass the Audited Statement of Accounts for the past year.

(iv) To consider and pass with or without amendments to the Budget for the ensuing next financial year.

(v) To elect Office Bearers for a term of 2 years.

(vi) To transact any other business of which seven (7) clear days' notice shall have been given to the Honorary Secretary.

#### 16B. EXTRAORDINARY/SPECIAL GENERAL MEETING

(a) An Extraordinary/Special General Meeting may be convened at any time by a resolution of the General Committee or upon a requisition signed by at least forty (40) members with the right to vote, the General Committee shall convene an Extraordinary/Special General Meeting within five (5) weeks of the receipt of such requisition.

(b) Forty (40) members with the right to vote shall form a quorum. In the event of there being no quorum, the meeting shall be cancelled and no further meetings shall be held to consider the matter. No Extraordinary/Special General Meeting shall be convened for any purpose for which an Extraordinary/Special General Meeting has already been previously convened until a lapse of at least six (6) months.

(c) Fourteen (14) clear days' notice of such meeting shall be given, and such notice shall be inserted once in a local Chinese daily and once in an English daily, and also in the Club's Notice Board. Such notices shall be deemed to be notice served on all members.

(d) A notice stating the business of the meeting shall be posted up on the Club Notice Board at least fourteen (14) days before the date of the meeting.

#### 16C. GENERAL COMMITTEE MEETING

(a) The General Committee shall meet at least once a month.

(b) Eight (8) members shall form a quorum.

(c) Three (3) clear days' notice shall be given.

### CLAUSE 17 **FINANCE**

(a) All monies received shall be paid into an account kept in a licensed bank or financial institution selected by the General Committee. All funds shall be in the control of the General Committee and all cheques and/or any electronic banking transaction shall be signed and/or authorised by the Honorary Treasurer only and approval and/or authorization from the Honorary Secretary and any two of the following: The President, three (3) Vice-Presidents and the Chairman of the Finance Sub-Committee is required in the event of formal approval.

(b) All bills shall be certified correct by the Honorary Secretary after checking with the respective Sub-Committee Chairman and approved by the General Committees before payment can be made.

(c) Any single expenditure which is expected to be more than Ringgit Malaysia One Million (RM1,000,000.00) shall be approved by the members in the General Meeting and by a resolution of a majority of the members present and entitled to vote thereat.

(d) The yearly accounts of the Club shall be audited by a qualified registered firm of accountants appointed at a General Meeting.

### CLAUSE 18 **DEVELOPMENT FUND**

(a) The money received from Entrance Fee shall as soon as practical be placed on fixed deposit with the Club's bankers or financial institution for such period as the General Committee shall decide. Such placement on the Fixed Deposit shall be deemed as Development Fund for the purpose of this Rule.

(b) The General Committee may from time to time transfer the appropriation of the surplus from the General Funds to the Development Fund if deemed necessary.

(c) All income derived from Development Fund shall after payment of any income tax due be credited to the Development Fund.

(d) The General Committee shall be empowered to approve developmental expenditure of any sums either in full or in part from the Development Fund SUBJECT ALWAYS TO prior approval of the members in the General Meeting.

#### **CLAUSE 19 ANNUAL ACCOUNTS**

Copies of the Annual Accounts and Balance Sheet shall be posted on the Notice Board at least fourteen (14) days previous to the Annual General Meeting. Such accounts shall have been certified as correct by the External Auditors.

#### **CLAUSE 20 TRUSTEES**

(a) The Club shall have four (4) trustees at any one time to be appointed by the Annual General Meeting or an Extraordinary/Special General Meeting for an unspecified period. Trustees shall have vested in them the movable and immovable property whatsoever belonging to the Club subject to the execution by such Trustees of a Deed of Trust. They shall act according to the terms of such Deed of Trust.

(b) No person who is not a Malaysian citizen or who is less than 21 years of age or who is an official of the Club or an employee of the Club shall be a Trustee of the Club.

(c) Any Trustee may at any time and by notice sent to the General Committee resign as Trustee.

(d) In the event of a vacancy arising by death or disability or where a member is not contactable for period of over six months, the General Meeting shall have the power to fill the vacancy or replace the Trustee.

(e) Any Trustee may at any time be removed from the appointment as Trustee by an Annual General Meeting or Extraordinary General Meeting by ordinary resolution without notice to such Trustee and without giving any reason for such removal, and such Trustee as shall have been removed shall not be entitled to call the removal in question by any means, such removal being conclusive and binding on such Trustees.

#### **CLAUSE 21 GUESTS**

(a) Members, entitled to do so, may introduce guests to the Club, but not at the Annexe Building of the Club.

(b) A member introducing a guest shall on each day on which such guest uses the Club, enter the name, address and telephone contact of the guest and his own name in a Guest Book kept for the purpose in the Club and the member in question shall be responsible for the conduct of, and all expenses incurred by his guest.

(c) Members are strictly forbidden to introduce into the Club, persons whose conduct, in the opinion of the General Committee, may be injurious to the prestige and interest of the Club.

(d) Introduction of guests shall be further governed by the Bye-Laws of the Club in force for the time to time.

(e) Any Member whose guests is reported to have misbehaved himself/herself in the Club's premises, unbecoming of a civil person, will be asked to leave the Club immediately by any member of the General Committee or the Club Administrator or his/her Assistants.

(f) Any resident Hostel guest shall only be permitted to use the Club's swimming pool facilities PROVIDED ALWAYS THAT such resident Hostel guests has duly registered and fully paid up the relevant fees imposed by the General Committee at the Administrative Office.

## **CLAUSE 22 AMENDMENT AND INTERPRETATION OF RULES**

(a) These Rules may be added to, rescinded or amended either at an Annual General Meeting or an Extraordinary/Special General Meeting PROVIDED THAT such additions, rescissions or amendments shall be carried by at least two-thirds of the members present. The General Committee shall be the sole authority for the interpretation of Rules and Bye-Laws.

(b) The General Committee shall have power to exercise their discretion in dealing with matters not provided for in these Rules.

## **CLAUSE 23 PROHIBITIONS**

(a) A student of a local university or college shall not be a member without prior written approval of the Vice-Chancellor of the university concerned.

(b) None of the following games shall be played in the Club's premises, including the Annexe Building: Roulette, Lotto, Fan Tan, Peh Bin, Belangkai, PaiKau, Tan Ngau, Tien Kow, Chap Ji Kee, Sam Cheong, Twenty-one, Thirty-one and a half, all games of Dice, Banker's games and all games of mere chance or of being nature without prior approval of the appropriate authority concerned.

(b) Neither the Club nor its members in the capacity of the Club shall attempt or restrict or in any other manner interfere with or engage in any Trade Union activities including but not limited to strike or trade disputes as defined in the Trade Unions

Act 1959.

(c) The Club cannot hold any Lottery, whether confined to its members or not, in the name of the Club or its Office Bearers, committee or member without the prior approval of the appropriate authority concerned.

(d) The Club shall not give out "Benefits" as defined in Section 2 of the Societies Act 1966 to any member or his dependent.

## **CLAUSE 24 RELATIONSHIP WITH SECTIONS**

These rules govern the relationship between the Club and its Sections:

(a) The General Committee may permit any special aquatic/social activities to be carried on under the auspices of the Club and the Section will be formed to conduct and organise these activities if so, requested by the General Committee.

(b) Members of any Section must first be member of the Club and abide by the Rules of the Club.

(c) Part of the building and fixtures will be provided solely at the discretion of the General Committee who may withdraw from the use of a Section, at its sole and absolute discretion and maintained out of Club fund and will be owned by the Club. Utility services will be provided by the Club at the sole and absolute discretion of the General Committee. The Sections shall have no authority to sublet to others without prior written approval of the General Committee.

(d) The Section's fittings and equipment which are financially provided by the General Committee shall be treated and form part of the Club's assets, whereas those purchased by the Section shall nevertheless be remained as the property of the Club Provided that the Section is incumbent upon the obligation and responsible to maintain and upkeep such property at its cost and expense.

(e) Fittings and equipment of any Section which become derelict or useless shall be removed by the Section from Club's premises. If they fail to remove within seven (7) days from the date of notice is given, the General Committee may then remove and dispose of such fittings and equipment as it thinks fit without further notification payment nor compensation to such Section(s).

(f) Each Section shall draw up its bye-laws for the running of the Section. These bye-laws and amendments thereto must be submitted to the General Committee for approval and ratification. Infringements of these bye-laws shall be dealt with by the Section Committee concerned, who are responsible for enforcing their own bye-laws, failing which the General Committee shall have the power to act accordingly.

(g) Each Section may levy its own Section entrance fee and subscription subject always to the prior general Committee written approval.

(h) The funds for each Section shall be held with the general funds of the Club and will be administered through the General Committee.

(i) Only the General Committee may make loan or grants to a Section for the purpose of the formation or expansion of that Section and shall have absolute lien over all the assets of such Section for the repayment of loans made under this rule. No Section may pledge the credit of the Club.

(j) If a Section is wound up, its assets may be sold by the General Committee. The funds remaining after payment of all debts will revert to ownership of the Chinese Swimming Club, Penang. If the Section is reformed, the General Committee may re-allot such funds towards the reformation of such Section.

(k) Should any dispute arise between the Section or between a Section and the Club, the General Committee's decision on the dispute shall be final and binding.

## **CLAUSE 25 GENERAL BYE-LAWS**

1. Members may bring into the Club's premises their children who are under 16 years of age and are solely responsible for their children's conduct subject strictly to the Rules and By-Laws of the Club in force during their presence in the Club's premises.

2. Under no circumstance is any one allowed to take away any equipment, article, magazines or newspaper belonging to the Club.

3. Members in swimming costumes are not permitted to enter or make use of any part of the main building of the Club including the ground floor restaurant, except the Swimming Pool, Bathroom, Ground Floor Lounge.

4. No pets including but not limited to dogs or other animals are allowed in the Club's premises.

5. Any complaint with regard to the conduct of any staff member of the Club or on any other matter shall be signed and addressed to the Honorary Secretary or entered in the Suggestion & Complaint Book. Any suggestion or complaint shall be signed with the full name and Membership Number. No member shall resort to any reprimand or scolding of any of the Club staff, if such a thing were to happen, the member can be called up to explain his behaviour and disciplinary action may be taken against such member accordingly.

6. Any complaints or issues to be brought up by the members of the Club should be channelled or dealt internally with the General Committee at the first instance before proceeding to any relevant authorities such as Registrar of Society (ROS). Failing to comply to such provisions shall tantamount to gross misconduct wherein disciplinary action can be taken against such members including but not limited to termination of membership pursuant to Rule 7 hereof.

7. The General Committee shall at their first meeting following the Annual General Meeting appoint the following Sub-Committee:

(a) A Finance Sub-Committee of not less than five (5) members.

(i) To review members' arrears every month and to recommend to the Election Sub-Committee the names of those members which should be treated as Defaulters.

(ii) To supervise and scrutinize all general and special expenditure incurred or to be incurred.

(iii) To advise the General Committee on matters relating to Finance and to devise ways and means of maintaining a sound financial position.

(iv) To appoint a member of the General Committee, present to physically count and check all documents related to the Club's fixed deposit certificates every month at the General Committee meeting without fail.

(b) A House & Grounds Sub-Committee of not less than five (5) members whose duties shall be to advise on the improvement of the amenities of the Club, to ensure the proper maintenance of the Club's Property and to prevent unauthorised persons from entering the Club's premises.

(c) An Election Sub-Committee of not less than five (5) members of whom at least 4 shall be members of the General Committee. The duties of this Sub-Committee are to scrutinize all membership applications, call for the interviews of the Applicants, recommend their acceptance or rejection, review existing members' subscriptions record or arrears, and recommend defaulters, or termination, review any case of recommendation of expulsion for reason of breach of the Club's Rules, consider recommendation of changes in rates of subscriptions when necessary.

(d) An Entertainment Sub-committee under the Chairmanship of the Social Committee, of not less than five (5) members to promote the Club's Social activities by organising entertainments, concerts, performances, dances, and other functions.

(e) A Sport Sub-Committee under the Club's Sports Captain, consisting of not less than five (5) members who shall look after the Sport activities and Sections of the Club and draw up regulations governing them. This Sub-Committee shall also take charge of sports equipment and apparatus, paid for and by the Club.

8. COMPOSITION OF SUB-COMMITTEE:

(a) Each Sub-Committee shall appoint their own Secretary.

(b) The General Committee shall appoint all Chairmen of Sub-Committees.

(c) Three (3) shall form a Quorum for any Sub-Committee meeting.

(d) The Honorary Secretary shall send copies of Minutes of all Sub-Committee

Meetings for the month to all the General Committee Members prior to the date of their monthly meeting. A file of copies of the Minutes of all meetings shall be available to members of the General Committee and Sub-Committee for easy reference.

9. Any vacancy occurring in any Sub-Committee shall be filled in by a member appointed by the Chairman of that Sub-Committee.

10. The number of members of any Sub-Committee may be increased by the Chairman of that Sub-Committee if he deems it necessary.

11. The General Committee shall have the power to dissolve any Sub-committee and make a fresh appointment in any manner it shall deem expedient without disclosing any reason or whatsoever. The General Committee will not entertain any appeal or objection for its action from members of any such sub-committee. The members of such Sub-Committee will have no recourse to call for an Extraordinary/Special Meeting as a form of appeal against the decision of the General Committee.

12. Any member of a Sub-Committee absenting himself or herself from three (3) consecutive meetings without explanation in writing satisfactory to the Sub-Committee shall ipso facto cease to be a member thereof.

13. Upon the holding of an Annual General Meeting, the General Committee and all Sub-Committees previously appointed by it shall ipso facto be deemed to be dissolved. Any special Sub-Committee appointed shall cease to function when they have completed the specified task assigned to them.

14. All circulars soliciting for cash donations or for goods by the General Committee shall be counter signed by the Honorary Secretary and the Chairman of the Finance Sub-Committee. A duly audited statement of accounts with a list of names of the donors and the amount or description of their donations and showing how they have been utilised shall be posted for at least 10 days on the Notice Board.

15. The Club's premises shall be closed at 12 midnight on weekdays and Sundays and 1.00 am on Saturdays and the night preceding a Public Holiday and under no circumstance shall members be allowed in the premises thereafter. Any member found in the Club's premises after the official business hours of the Club as herein mentioned shall face disciplinary action by the General Committee, unless directed otherwise by the General Committee.

16. Any member causing damage to any property of the Club shall pay the cost of repairing or replacing them.

17. The Club shall not be responsible for the loss of any property or cash of any member or guest admitted to the Club's premises in addition to the disciplinary action to be taken by the General Committee.

18. Members may introduce guests by means of Guest Coupons priced at such

sums as may be fixed from time to time by the General Committee. The member introducing a guest or guests shall be responsible for the conduct of such guest or guests. Notwithstanding the above, members may obtain permission to bring into the Club for brief visits without coupons, persons who are not residing in the State of Penang or persons who are attending a dance or a social at the Club. Such permission may be obtained from the office or the Honorary Secretary. The member shall enter the name and particulars of each guest in the Guest Register before bringing any guest into the Club. Guest Coupons must be purchased directly by members who must also accompany their guests into the Club.

19. Members are requested to cooperate and show their membership cards when requested to do so. Any member failing to do so may not be permitted to enter the Club's premises. Membership cards are not transferable. A card presented by anyone other than its rightful owner will be detained and expel from the Club's premises and the member to whom the card belongs will face disciplinary action.

20. Members may not bring or allow persons for whom they are responsible to bring any provisions or drinks (with the exception of mineral waters) into the Club's premises with exception to any special parties or functions which have been approved by the General Committee in advance.

21. No member may use Club's premises or facilities for financial gains, such as promoting, or selling of any commercial products edible or otherwise, without prior written permission of the General Committee.

22. Spitting and littering in any part of the Club's premises are strictly prohibited.

23. Members of opposite sex (including the members' children) are strictly prohibited from entering into male or female changing room.

24 All Entrance and Subscription fees will be fixed by the General Committee from time to time, as guided by the Club Rules above. Current fees payable will be posted on the Notice Board.

25. Subscriptions for the various categories of membership will be set by the General Committee as guided by and in strict compliance with the Rules. These subscription rates will be posted on the Club's Notice Board.

## **CLAUSE 26 POOL BYE-LAWS**

1. Subject to the Rules and Regulations of the Club and the following Bye-Laws, only members, staff members, guests, and their children are allowed in the "Pool Area". The exception are the life guards, swimming and water polo coaches together with the trainers.

2. The "Pool Area" shall comprise the whole area bounded by the fencing around the pools and their surrounding pavement.

3. Persons using the pools do so at their own risk.

4. All members shall pay such sums as may be fixed from time to time by the General Committee towards pool maintenance levy as follows:

(i) Rates for Social/Outstation Members and guests will be determined by the General Committee at their absolute discretion.

(ii) A token sum will be charged per entry from time to time for guests.

5. Member's children under 13 years of age need not pay for the use of the pool but all such children must be looked after and shall be responsible for the safety by their parents or guardians, PROVIDED ALWAYS THAT the Club will not be responsible for any accident or mishap under whatsoever circumstances.

6. Children attending swimming classes officially organised by the Club need not be accompanied into the pools by their parents or guardians.

7. Persons entering the Pool Area shall not put on any footwear.

8. Persons entering the Pool Area must be attired in decent and accepted types of swim wear.

9. Everyone shall use the shower bath and foot bath before entering the pool.

10. Persons with contagious or infectious diseases shall make a self-declaration to the Club and refrain from using the pools.

11. Spitting inside the pools area is strictly prohibited.

12. Water polo and swimming sessions may be allowed at officially notified times. At other times no one shall throw about water polo balls or such other articles in the pools.

13. The Pool area is open for use between the hours of 8.00 a.m. and shall close at 9.00pm daily.

14. No person is permitted to use the diving boards without the prior written approval of the Club and/or the General Committee.

15. No person is permitted to use the pool including but not limited to the following manners:

(a) As a toilet

(b) Running around the pool

(c) Pushing another person into the pool

(d) "bombing" another person

(e) Diving from the side of the pool

(f) "horse fighting" in the pool

(g) Use of arm bands, float, or floating aids in the main pool in the absence of the close supervision of an adult.

(h) No sexual harassment or any sexual behaviour

(i) No smoking in the pool area

(j) No application of suntan oil/lotion or any kind of cream/lotion/oil

(k) No eating or drinking in the pool area, anyone found doing so will be asked to leave the pool immediately

16. Everyone must strictly abide by the instructions from the life guards.

17. Any person found contravening any of the Bye-Laws shall be dealt with accordingly.

## LAMPIRAN

1. Bendera
  - 
  - Keterangan
  -
2. Lambang
  - 
  - Keterangan
  -
3. Lencana
  - 
  - Keterangan
  -