

RULES OF RAFFLES MARINA

RULE 1 – NAME

- 1.1 The name of the Club shall be RAFFLES MARINA (the “Club”).
- 1.2 Its place of business shall be at 10 Tuas West Drive, Singapore 638404.
- 1.3 The club premises shall be located at 10 Tuas West Drive, Singapore 638404 (the “Club Premises”).

RULE 2 – OBJECTS

The objects of the Club shall be the provision of facilities for swimming, tennis, marina facilities for boating and other forms of recreation which the Proprietor may decide from time to time for its Members, Users, User Nominees and guests and to encourage social interaction among them.

RULE 3 – STRUCTURE

- 3.1 The Club is a proprietary Club, the sole proprietor being Raffles Marina Ltd (the “Proprietor” which expression shall include its successors-in-title and assigns), which in turn is a wholly owned subsidiary of Raffles Marina Holdings Ltd (“**Newco**”).
- 3.2 Members, Users and User Nominees of the Club shall have the rights to use the facilities of the Club premises in accordance with the rules and bylaws of the Club.
- 3.3 The Proprietor shall allow Members, Users and User Nominees to use the Club premises and all its facilities in accordance with the rules and bylaws of the Club for the duration of the Member’s membership or the duration of the User’s or User Nominee’s right to enjoy their full privileges, and shall be entitled to receive and fix from time to time, all membership fees, entrance fees, deposits, registration fees, monthly subscriptions, guest fees, transfer fees or any other fees and monies as may be payable. All fees and charges payable by the Member, User or User Nominee to the Proprietor or the Club are not inclusive of goods and services tax, and where goods and services tax is or will be imposed on any of such sums, the Proprietor and/or the Club shall be entitled to invoice the Member, User or User Nominee for an amount equivalent to such goods and services tax, and the Member, User or User Nominee shall pay the tax together with the sums payable.
- 3.4
 - (i) The Proprietor may open one or more bank accounts in the name of the Club into which shall be paid all operating income of the Club. For the purposes of this provision, operating income shall include monthly subscriptions, periodic fees for the use of any wet or dry berth of the Club, guest fees and other fees which may be levied by the Proprietor for the use of the Club facilities or consumption of food or beverage but shall expressly exclude entrance fees, deposits, registration fees, transfer fees, any premium (i.e. non-periodic payment) received for the long-term licence of any wet or dry berth, and income from any lease or licence of any part of the Club premises which may be granted. The operating expenditure of the Club shall be paid from such account(s).
 - (ii) In the event that operating income shall be less than operating expenditure the Proprietor shall make up any shortfall. Any surplus shall belong to the Proprietor.

3.5 PROPRIETOR'S POWERS

Notwithstanding anything herein contained, the Proprietor shall be entitled, if it so chooses, at any time and from time to time, to exercise all or any of the powers vested in the General Committee. In the event of any conflict pursuant thereto, the decision of the Proprietor shall prevail and be accepted as final and conclusive. The Proprietor may waive any restrictions or requirements under these rules if it is satisfied that such waiver will not prejudice the interest of Members, Users and User Nominees as a whole.

3.6 PATRONS

The Proprietor may appoint any person or persons to be a Patron or Patrons of the Club.

RULE 4 – MEMBERSHIP

4.1 Membership of the Club shall consist of any or all of the following classes of membership namely:-

- (i) Full Membership;
- (ii) Term Membership;
- (iii) Honorary Membership;
- (iv) VIP Guest Membership;
- (v) Executive Guest Membership;
- (vi) Advisory Board Membership;
- (vii) Family Membership;
- (viii) Restricted Membership; and
- (ix) Subscribing Membership.

All references in these Rules to "Member" shall be references to any member of the Club in whatever class.

4.2 FULL MEMBERSHIP

- (i) The Proprietor shall be entitled in its sole and absolute discretion to issue Full Membership to any person.
- (ii) An individual above the age of 21 years may hold a Full (Individual) Membership, and a partnership, unincorporated association or body corporate may hold a Full (Corporate) Membership. The entrance fee may at the sole and absolute discretion of the Proprietor be different for Full (Individual) Memberships and Full (Corporate) Membership.
- (iii) Any Full Member wishing to transfer his or its membership must first submit the name of the proposed transferee on the prescribed form to the General Committee for approval. The General Committee on behalf of the Proprietor may approve or reject the proposed

transferee for membership. No reason shall be given for rejection. Subject to the approval of the transferee by the General Committee, and to the transferee being above the age of 21 or a partnership, unincorporated association or body corporate, the transferee shall be admitted as a Full Member upon payment of a transfer fee (the amount of which shall be determined by the Proprietor from time to time). No transfer fee is payable for the first transfer within a family unit comprising husband, wife and children above the age of 21 but the Proprietor may prescribe an administrative fee payable for such transfer.

- (iv) Subject to 4.2(v), any Full (Corporate) Member:-
 - (a) shall be entitled to nominate up to two individuals or such number of individuals as may be decided by the Proprietor from time to time (collectively the "Nominees" and each a "Nominee") who is or are acceptable to the General Committee to enjoy the full privileges of the Full (Individual) Member at the Club (except the right to transfer membership) upon payment of the appropriate registration fees. The privileges of the Nominees shall cease forthwith upon the membership of the Full (Corporate) Member ceasing for any reason;
 - (b) shall be entitled from time to time by notice in writing to the General Committee to terminate the nomination of any Nominee and to nominate another individual who is acceptable to the General Committee as a Nominee, on payment of a registration fee (the amount of which shall be determined by the Proprietor from time to time); and
 - (c) shall be liable for the payment of all entrance and registration fees, subscriptions and monies due on the account of its Nominee(s) (and his Family Members) with the Club.
- (v) In the case of any Full (Corporate) Member, as may be determined by the Proprietor from time to time, the following shall apply:-
 - (a) the Full (Corporate) Member shall be entitled to nominate such number of persons as may be decided by the Proprietor from time to time (collectively the "Users" and each a "User") who is or are acceptable to the General Committee to enjoy the full privileges of the Full (Individual) Member ("Individual Users") or the Full (Corporate) Member ("Corporate Users"), as the case may be, at the Club (except the right to transfer membership) upon payment of the appropriate registration fees. The privileges of the Users shall cease forthwith upon the membership of the Full (Corporate) Member ceasing for any reason;
 - (b) Corporate Users shall be entitled to nominate up to two individuals or such number of individuals as may be decided by the Proprietor from time to time (collectively the "User Nominees" and each a "User Nominee") who is or are acceptable to the General Committee to enjoy the full privileges of the Full (Individual) Member at the Club (except the right to transfer membership) upon payment of the appropriate registration fees. The privileges of the User Nominees shall cease forthwith upon the nomination of the User or the membership of the Full (Corporate) Member ceasing for any reason;
 - (c) the Full (Corporate) Member shall be entitled from time to time by notice in writing to the General Committee to terminate the nomination of any User and to nominate another person who is acceptable to the General Committee as a User, on payment

of a registration fee by the new User (the amount of which shall be determined by the Proprietor from time to time);

- (d) Corporate Users shall be entitled from time to time by notice in writing to the General Committee to terminate the nomination of any User Nominee and to nominate another person who is acceptable to the General Committee as a User Nominee, on payment of a registration fee by the Corporate User (the amount of which shall be determined by the Proprietor from time to time);
 - (e) Users shall be liable for the payment of all applicable fees, subscriptions and monies due on (1) the User's account, (2) the account of its User Nominee(s) and (3) the account of the User's or the User Nominee's Family Members with the Club and Users hereby acknowledge that the Full (Corporate) Member shall not be liable for any such payments payable by the Users;
 - (f) the Full (Corporate) Member shall not be responsible or liable to the Club for any action or omission or non-compliance with these Rules by any User (including any User Nominee);
 - (g) any User shall only be entitled to transfer his or its privileges as a User if:
 - i. the User transfers the requisite class and number of shares in the share capital of the Full (Corporate) Member and makes the requisite payment of the transfer or administrative fees as determined by the Full (Corporate) Member from time to time with respect to transfers of shares in the capital of the Full (Corporate) Member;
 - ii. the User executes a nomination form as prescribed by the Full (Corporate) Member from time to time and delivers such duly executed form to the Club;
 - iii. the transferee executes a confirmation form as prescribed by the Full (Corporate) Member from time to time and delivers such duly executed form to the Club; and
 - iv. such transfer is in compliance with the Articles of Association of the Full (Corporate) Member from time to time and with these Rules and any written agreement between the Full (Corporate) Member and such User;
- and
- (h) upon the transfer by any User of his or its privileges as a User pursuant to paragraph (h) above, the privileges of such User shall cease and terminate with immediate effect and such User shall not be entitled to enter, use and/or enjoy the Club's premises and facilities.

4.3 TERM MEMBERSHIP

- (i) Any individual above the age of 21 years temporarily residing in Singapore may apply to be a Term Member for periods of at least three months each.
- (ii) Each application for Term Membership shall be on the prescribed form to be provided for the purpose. The applicant shall:-

- (a) complete and sign the application form;
 - (b) if required by the Proprietor, be proposed and seconded by two existing Full Members; and
 - (c) enclose payment for entrance fee, registration fee and any necessary deposit which would be refundable to the applicant in case of rejected applications.
- (iii) The General Committee, on behalf of the Proprietor, shall consider all applications for Term Membership and shall decide which applicants are to be admitted to the Club as a Term Member provided however that the General Committee may from time to time delegate this task to the General Manager or the Managing Agent. No reason shall be given for rejection.
- (iv) A Term Member shall be entitled to enjoy the privileges of a Full (Individual) Member except that:-
- (a) he shall not be entitled to introduce guests to the Club (unless waived by the Proprietor in its sole and absolute discretion);
 - (b) he shall not be entitled to hold office;
 - (c) his use of the Club premises may be subject to restriction which may be imposed on him by the Proprietor;
 - (d) he shall not be entitled to transfer his membership; and
 - (e) he shall not be entitled to vote at any general meeting of Members.
- (v) The Full Members who proposed and second a Term Member shall jointly and severally be responsible for any debt or liability incurred by the Term Member.

4.4 HONORARY MEMBERSHIP

The Proprietor may invite any person to be an Honorary Member for such period and on such terms as it deems fit provided however that (unless determined otherwise by the Proprietor) such memberships shall remain non-transferable.

4.5 VIP GUEST MEMBERSHIP

The Proprietor may invite any person to be a VIP Guest Member for such period and on such terms as is deemed fit by the Proprietor. A VIP Guest Member need not pay any entrance or subscription fees. A VIP Guest Member shall be entitled to enjoy the privileges of a Full (Individual) Member except that:-

- (i) he shall not be entitled to transfer his membership; and
- (ii) he shall not be entitled to vote at any general meeting of Members.

4.6 EXECUTIVE GUEST MEMBERSHIP

Persons appointed by the Proprietor to the General Committee shall be Executive Guest Members for so long as they serve on the General Committee and upon such terms to be determined by the Proprietor.

4.7 ADVISORY BOARD MEMBERSHIP

The Proprietor may invite outstanding members of the public who have distinguished themselves or are recognised leaders in their respective fields to serve on an Advisory Board, which shall advise the General Committee. Such persons shall be Advisory Board Members, such membership to be on such terms to be determined by the Proprietor.

4.8 FAMILY MEMBERSHIP

- (i) The spouse and/or child below the age of 21 of a Member, User or User Nominee in any category shall be eligible to apply for a Family membership. A Family Member is not required to pay an entrance fee.
- (ii) An individual's Family Membership shall cease forthwith upon the Member from which such Family Membership is derived ceases to be a Member for whatever reason (or, where relevant, upon the Nominee, User or User Nominee of a Full (Corporate) Member from which such Family Membership is derived ceases to be a Nominee, User or User Nominee).
- (iii) A Member, User or User Nominee shall pay an additional monthly subscription in respect of each Family Member being a spouse or child above the age of 12 who derives such Family Membership from such Member, User or User Nominee.
- (iv) A Member, User or User Nominee whose spouse or child below the age of 21 is a Family Member shall be responsible for any debt or liability incurred by the Family Member.

4.9 RESTRICTED MEMBERSHIP

Application for Restricted Membership shall be open to such persons as the Proprietor may in its sole and absolute discretion decide.

All applications shall be made on the form prescribed by the Proprietor, accompanied by such fee as may be prescribed by the Proprietor and subject to the approval of the Proprietor, or, at the Proprietor's sole and absolute discretion, that of the General Committee. Restricted Membership confers the same privileges as Full (Individual) Membership except that Restricted Membership is not transferable and a Restricted Member shall not be entitled to hold office. A Restricted Member may, after such period as may be determined by the Proprietor, apply to be converted, upon payment of such fee as may be prescribed by the Proprietor, into a Full (Individual) Member.

4.10 SUBSCRIBING MEMBERSHIP

The Proprietor may issue Subscribing Membership to any person for such period (such period being not less than one year) and on such terms as it deems fit provided however that (unless determined otherwise by the Proprietor) such Membership shall remain non-transferable.

4.11 ABSENT MEMBER, ABSENT USER AND ABSENT USER NOMINEES

- (i) Any Member, User or User Nominee leaving Singapore for more than three months, who gives written notice to the General Committee of his intended departure shall be placed on the list of Absent Members, Absent Users or Absent User Nominees, as the case may be, provided he has paid all amounts due by him and provided that immediately upon his return he shall give written notice to the General Committee of his return to Singapore. Such Member, User or User Nominee shall pay in advance a reduced subscription (as determined by the Proprietor from time to time) ordinarily payable for the full period of absence, but shall be liable for his full subscription for the month in which he leaves, and the month in which he returns.
- (ii) The spouse and children of an Absent Member, User or User Nominees shall not be entitled to use the facilities of the Club during the period of the Member's, User's or User Nominee's absence except in special circumstances approved by the General Committee.
- (iii) The normal maximum period of the Member's, User's or User Nominee's absence shall be two years or for such period as the General Committee may decide.
- (iv) Should an Absent Member, Absent User or Absent User Nominee during his period of absence be in arrears of his Absent Member's, Absent User's or Absent User Nominee's subscription for such period as the General Committee may decide from time to time, the membership of the Absent Member or the privileges enjoyed by the User or the User Nominee shall automatically cease despite the appropriation of his deposit for payment for such subscriptions.
- (v) An Absent Member struck off the membership list, or a User or a User Nominee whose privileges have ceased pursuant to Rule 4.11(iv), may at the absolute discretion of the General Committee, be reinstated on payment of all arrears of subscription and deposit but without further payment of any fees.

4.12 GUESTS

- (i) Except where otherwise provided by the rules and the bylaws of the Club, a Member, User or User Nominee may introduce any person as a guest to the Club. Such a guest shall be entitled to use the facilities and shall be governed by the rules and bylaws of the Club provided that any guest using the swimming pool or other facilities shall pay such fees as may be prescribed from time to time by the Proprietor. The General Committee may in its absolute discretion allow a guest to be introduced to the Club more than once in a month. No guest shall be allowed to use the swimming pool, or such other facilities of the Club on such days and times as the General Committee may from time to time prescribe.
- (ii) A Member, User or User Nominee introducing a guest shall write the name of the guest, his own name and the period for which the guest is introduced in a book kept for the purpose at the Club and shall be responsible for any debt or liability to the Club incurred by such guest. It is the duty of the introducer to acquaint his guest to the Club's Constitution and bylaws and as to whether there are any restrictions against the use of the swimming pool and other facilities by guests.
- (iii) The General Committee may at any time withdraw the privileges of the use of the facilities of the Club from any guest without assigning any reason therefor.

- (iv) No person from whom the privileges of the Club have been withdrawn may be introduced as a guest.
- (v) No person who has been expelled from the Club under Rule 5 or from whom the privileges of the Club have been withdrawn under Rule 4.12 (iii) above may be introduced as a guest.

4.13 GENERAL

- (i) The name of every Member shall be entered in the Register of Members.
- (ii) The Proprietor may close (and subsequently re-open) the membership of any class of membership whenever it considers such to be appropriate.
- (iii) A person shall become a Member and shall enjoy all rights and privileges of membership upon his name being entered in the Register of Members. A Member shall keep a membership card with him at all times in the Club premises and shall produce it on demand by any member of staff or authorised person of the Club.
- (iv) The name of every User and User Nominee shall be entered in the Register of Users.
- (v) A person who shall become a User or a User Nominee pursuant to Rule 4.2(v) shall keep a membership card with him at all times in the Club premises and shall produce it on demand by any member of staff or authorised person of the Club.
- (vi) The Proprietor may in its absolute discretion for such periods as it shall think fit, designate the atrium, the entrance cum lobby, all entrances and exits, the food and beverage outlets, restrooms, carpark, retail areas, boat service and repair areas, and free public access along the foreshore and seabed as public areas for which entry is not limited by any membership requirements.

4.14 ENTRANCE FEES, OTHER FEES, DEPOSITS AND SUBSCRIPTIONS

- (i) Every Member, User and User Nominee shall pay monthly subscriptions (including where appropriate and without limitation, monthly subscriptions in respect of Family Members) from a date to be fixed by the Proprietor and such monthly subscriptions shall thereafter be payable in advance to the Proprietor on the first day of each month.
- (ii) The entrance fees, other fees, deposits and subscriptions payable by the various classes of Members, Users or User Nominees and the manner of payment of such shall be determined by the Proprietor, from time to time.
- (iii) The Proprietor may allow such entrance fees or any deposits to be payable in instalments. Any instalment payment scheme shall be without prejudice to the right of the Proprietor to recover the whole sum notwithstanding forfeiture of the membership or the privileges as a User or a User Nominee on default of payment.

4.15 RESTRICTION OF PRIVILEGES

- (i) If at any time it appears to the General Committee that the swimming pool, the tennis courts or any other facilities of the Club is congested, the General Committee may in its absolute discretion restrict the privileges of any Member, User or User Nominee of any class in respect of any one or more facilities.
- (ii) The General Committee may reserve the whole or any part of the facilities of the Club for such purpose and for such period of time as it deems necessary.

4.16 RESIGNATION

A Member or User may at any time by giving notice in writing to the Proprietor resign his membership or relinquish his privileges as a User of the Club but shall continue to be liable for any subscription or other debts due and unpaid at the date of his resignation. Any Member or User having discharged all his liabilities to the Club and wishing to rejoin is entitled to make a fresh application provided the General Committee may in its discretion waive in whole or in part any applicable entrance fees.

4.17 BYLAWS

All Members, Users and User Nominees shall be bound by the bylaws of the Club which are applicable to them.

RULE 5 – EXPULSION, SUSPENSION AND CESSATION OF MEMBERSHIP OR PRIVILEGES AS USER

5.1 In the event that any Member or User as the case may be:-

- (i) has failed to pay such entrance fee payable; or
- (ii) whose subscription is unpaid for three months (or such other period as the General Manager or the Managing Agent may from time to time decide); or
- (iii) fails to maintain his account in a satisfactory manner as set out below,

and a period of 14 days has elapsed after a written reminder has been given at his last known address, he shall cease to be a Member or User (as the case may be) and his name shall be struck off from the Register of Members or Register of Users as the case may be, but he may, provided he is not pursuant to the provisions of this Rule 5 otherwise ineligible to be a Member or User, be reinstated by the General Committee in its sole and absolute discretion upon his furnishing a satisfactory explanation to the General Committee and payment of all arrears and such other payments as may be prescribed by the General Committee.

- 5.2 (i) If any Member or User acts in any way prejudicial to the interest of the Club or its Members or Users or shall breach any of the rules or bylaws of the Club, then the General Manager or Managing Agent shall inform the General Committee which shall consider the matter at a meeting of the General Committee. If at such a meeting it is considered that there is sufficient evidence to justify calling on the Member or User to answer any such charge made against him, a notice in writing specifying the charge(s) against him shall be given to such Member or User calling on him to attend the meeting for the purpose of answering such charge(s). At such meeting the Member or User concerned shall have the right to be heard in his own defence.

- (ii) If after hearing such Member or User the General Committee decides to expel the said Member or User, he shall be notified in writing and shall thereupon cease to be a Member or User of the Club. The General Committee may instead of expulsion, suspend the Member or User or impose any other lesser penalty. If the act in question was perpetrated by a nominee of the Full (Corporate) Member or a User Nominee concerned, the General Committee may require the Full (Corporate) Member or Corporate User to terminate such nomination. No appeal shall lie from it to any other meeting.
- (iii) If the Member or User refuses for any reason to attend before the meeting to answer the charge(s) against him, the General Committee may nevertheless in its absolute discretion proceed in his absence to make its decision in respect of the charge(s) against the Member or User. The General Committee may expel or suspend the Member or User or impose any lesser penalty and no appeal shall lie in respect of such decision to any other meeting.
- (iv) A Member or User so expelled shall not thereafter be eligible as a candidate for membership of the Club or be eligible to be nominated as a User by a Full (Corporate) Member or as a User Nominee by a User, as the case may be.

5.3 Any Member or User, as the case may be:-

- (i) who has died;
- (ii) who has been adjudicated bankrupt;
- (iii) who becomes an enemy alien of Singapore;
- (iv) whose membership or nomination as a User has been charged under any Order of Court;
- (v) who has been convicted of any offence involving violence or dishonesty or shall suffer imprisonment for any reason whatsoever;
- (vi) who leaves Singapore to escape criminal proceedings;
- (vii) who being a body corporate is placed in winding up or under judicial management pursuant to the provisions of art VIII A of the Companies Act (Cap. 50) or is placed under receivership or is subject to reorganisation or a scheme of arrangement under section 210 of the Companies Act (Cap. 50);
- (viii) who being an unincorporated association is dissolved or ceases to exist;
- (ix) who being a partnership is dissolved or any partner thereof is adjudged bankrupt or makes a composition with creditors;
- (x) who being an overseas body corporate, unincorporated association or partnership, proceedings or actions, analogous to those referred to in paragraphs (vii), (viii) or (ix) of this Rule are taken in respect of such Member or User in any territory having jurisdiction over such Member or User;

shall cease to be a Member or User.

- 5.4 Any expulsion or cessation of a person's membership or privileges as a User under the provisions of this Rule 5 shall be without prejudice to (i) in the case of Members, the Member's right to transfer his membership in accordance with Rule 4.2(iii); or (ii) in the case of Users, the User's right to transfer User privileges in accordance with Rule 4.2(v)(g), within three months of such expulsion or cessation, subject to full settlement of his account with the Club provided however that in the event of cessation pursuant to Rule 5.3 (i), the transfer may be effected within six months of such cessation. If no transfer is effected within the requisite period (i) in the event of termination or cessation of membership, that membership shall be forfeited; or (ii) in the event of termination or cessation of a User's privileges, such User privileges shall be forfeited. A Member or User so expelled shall not thereafter be eligible as a candidate for membership of the Club or be eligible to be nominated as a User by a Full (Corporate) Member pursuant to Rules 4.13 above, as the case may be.
- 5.5 Any Member or User on ceasing to be a Member or User shall forfeit all rights and privileges of a Member or User and the use of the facilities of the Club.
- 5.6 The General Committee reserves the right to re-admit to membership on any terms it sees fit any person who has ceased to be a Member or whose privileges as a User has ceased pursuant to the provisions of Rule 5.3 or 5.4. The General Committee may allow the Family Members to continue using the facilities of the Club upon payment of such subscriptions or fees for such period as the General Committee may in its sole and absolute discretion decide, notwithstanding the cessation of the membership or privileges as a User from which such Family Membership is derived.

RULE 6 – MEMBER'S, USER OR USER NOMINEES ACCOUNT

- 6.1 The account of each Member or User of the Club shall be kept as directed by the General Manager or the Managing Agent and each Member or User of the Club shall keep his account in credit. A penalty fee may be imposed by the General Manager or the Managing Agent where an account of a Member or User is not kept in credit.
- 6.2 Should any Member's or User's account not be in credit the General Manager or the Managing Agent may, after due notification has been given, withdrawn the privileges of the Club until credit has been established.
- 6.3 If any Member or User fails to place his account in credit within seven days after notice from the General Manager or the Managing Agent, the General Manager or the Managing Agent shall give him a notice stating that unless his account be placed in credit within a further period of seven days, his name will be posted on the Club Notice Boards as a defaulter.
- 6.4 If the Member or User fails to place his account in credit within a period of seven days after his name has been so posted as a defaulter and a period of 14 days has elapsed after a written reminder has been given at his last known address, the General Manager or the Managing Agent shall delete his name from the Register of Members or the Register of Users as the case may be and he shall thereupon cease to be a Member or User but without prejudice to the right of the Proprietor or the General Manager or the Managing Agent to recover all monies due and payable from him to the Proprietor or the Club.
- 6.5 No Member or User whose name is posted as a defaulter can enter or take part in any Club competition or in any inter-club matches.

RULE 7 – GENERAL COMMITTEE

- 7.1 The General Committee shall comprise the following persons, with the following powers and duties:-
- (i) The President – The President shall preside as chairman at all General Committee meetings. He may call a meeting of the General Committee as often as he thinks fit;
 - (ii) The Vice-President – All the powers, functions, duties and responsibilities of the President shall in his absence be vested in the Vice-President;
 - (iii) The Secretary – The Secretary shall keep and be responsible for all records (except financial) of the Club and shall keep full and correct minutes of all proceedings of the General Committee. He shall maintain an up-to-date Register of Members;
 - (iv) The Treasurer – The Treasurer shall keep and be responsible for the financial accounts of the Club; and
 - (v) Up to ten Ordinary Committee Members – The Ordinary Committee Members shall advise in the general administration of the Club;

all of whom shall be appointed by the Proprietor for such period(s) and on such terms as the Proprietor may in its discretion deem fit. The Proprietor may in its absolute discretion remove any Member from the General Committee. Any three Members of the General Committee shall form a quorum provided that at least two of them shall be any of the President, the Vice-President and the Secretary. Any changes in the General Committee shall be notified to the Registrar of Societies within two weeks of the change.

- 7.2 The General Committee shall, subject to such terms, conditions and limits on its authority as the Proprietor may impose, advise generally on the affairs, property and membership and shall, subject to Rule 9, have such administrative powers as may be delegated to it by the Proprietor. The General Committee shall not have the power to dispose of any property of the Club without prior approval of the Proprietor.
- 7.3 The General Committee shall exercise the powers given to it by these rules and such other powers of management as it may from time to time be delegated by the Proprietor.
- 7.4 The General Committee may from time to time review the rules of this Constitution and make such recommendations as may be necessary to alter, add to or repeal the rules of this Constitution to the Proprietor.
- 7.5 The General Committee may from time to time on the instructions of the Proprietor lay down, amend or repeal any bylaws as it may deem necessary for the efficient running of the Club.
- In the event of any inconsistency between the bylaws and the rules, the rules shall prevail.
- 7.6 The General Committee shall meet as often as it is necessary to enable it to arrange the affairs of the Club.
- 7.7 The Proprietor shall specify the budget and approve or incur any expenditure.

RULE 8 – SUB-COMMITTEES

- 8.1 The General Committee shall have the power to appoint sub-committees consisting of Members of the General Committee or other Members or Users of the Club as it may deem necessary or expedient for the object of furthering any particular activity of the Members or Users. The General Committee may depute or refer to such sub-committee such powers and duties of the General Committee (except those relating to the expulsion of Members or Users) as it may determine subject to the approval of the Proprietor. Each such sub-committee shall keep minutes of its proceedings which it shall produce to the General Committee and shall conduct its business in accordance with the directions of the General Committee.
- 8.2 No such sub-committee shall have the power to incur any expenses on behalf of the Club or give any warranty on behalf of the Club except to such extent as the General Committee and the Proprietor from time to time specifically authorise.

RULE 9 – GENERAL MANAGER/MANAGING AGENT

- 9.1 The Proprietor may appoint any individual, person, firm or body corporate to be the General Manager or Managing Agent for the day to day administration of the Club. The General Manager or Managing Agent shall be responsible for the formulation and implementation of the Club's programme of activities and shall supervise the Club's employees, servants or agents as may be appointed by the Proprietor.
- 9.2 No Member or User shall, except as provided for in these rules, have any voice in the affairs and management of the Club.
- 9.3 The General Manager or Managing Agent shall have such administrative powers as may be necessary for properly carrying out the objects of the Club in accordance with the rules.
- 9.4 In the absence of the appointment of a General Manager or Managing Agent the duties and responsibilities of the General Manager or Managing Agent shall be carried out by the General Committee.

RULE 10 – CLUB PROPERTY

No Member, User or User Nominee shall take away or permit to be taken away, any property within the Club premises under any pretence whatsoever or shall injure or destroy any such property.

RULE 11 – NOTICES

- 11.1 No paper, notice or placard, written or printed shall be put in the Club premises without the permission of the General Managing or the Managing Agent.
- 11.2 Every Member, User and User Nominee shall communicate in writing any change of address to the General Manager or the Managing Agent. Such address shall be inserted in the Register of Members or the Register of Users.
- 11.3 A notice to any Member, User or User Nominees may be sent by post or delivered by hand to his address in the Register of Members or the Register of Users. If it is sent by post it shall be deemed to have been duly delivered on the day following the date of posting.

RULE 12 – PROHIBITIONS

- 12.1 Gambling of any kind, whether for stakes or not, is forbidden in or around the Club premises. The introduction of materials for gambling or drug taking or persons of bad character or ill-repute into the premises of the Club is prohibited. The Club shall not hold any lottery, whether confined to Members, Users or User Nominees or not in the name of the Club, the Proprietor, the General Committee, the General Manager or the Managing Agent or Members, Users or User Nominees.
- 12.2 Notwithstanding the provisions of Rule 12.1 above, jackpot machines may be installed in the Club premises and lotteries organised with the specific approval of the General Committee and the relevant governmental and statutory authorities.
- 12.3 No funds or monies belonging to or held in trust for the Club shall be used to pay the fines of Members, Users or User Nominees who have been convicted in Court.
- 12.4 No Member, User or User Nominee shall borrow in the name of, or pledge the credit of, the Club.
- 12.5 The Club shall not engage in any trade union activity as defined in any written law relating to trade unions for the time being in force in Singapore.
- 12.6 The Club shall not attempt to restrict or interfere with trade or make directly or indirectly any recommendation to, or any arrangement with its Members, Users or User Nominees which has the purpose or is likely to have the effect of fixing or controlling the price or any discount, allowance or rebate relating to any goods or services to be supplied by them.
- 12.7 No Member, User or User Nominee shall reprimand the staff of the Club. If a Member, User or User Nominees has any cause of complaint against a member of the staff, he shall bring the same to the General Manager or the Managing Agent who shall deal with the matter in any way he deems fit.
- 12.8 No Member, User or User Nominee shall give the address of the Club premises in any advertisement, or use its address for business or other purposes.
- 12.9 The Club shall not indulge in any political activity or allow its funds and/or premises to be used for political purposes.
- 12.10 The Club shall not raise funds from the public for whatever purposes without the prior approval in writing of the Registrar of Societies and other relevant authorities.

RULE 13 – AMENDMENT TO CONSTITUTION

Only the Proprietor shall have power to amend, add to or repeal the rules. Amendments to the rules shall not come into force without the prior sanction in writing of the Registrar of Societies.

RULE 14 – FINANCIAL YEAR AND AUDITORS

- 14.1 The Proprietor shall appoint annually Auditors for the Club who shall audit the annual accounts and accounts for any period required by the Proprietor.
- 14.2 The Financial Year of the Club will commence on 1st January and end on 31st December of the same year.

RULE 15 – BERTHS

Members, Users and User Nominees may apply to the Proprietor for a monthly or long-term licence to use a wet or dry berth at the Club within the berthing areas comprised in the Club premises. The Proprietor will, upon request, inform members of the procedure to be adopted in applying for such licences and the terms upon which such licences will be granted.

RULE 16 – LIABILITY OF THE CLUB

The Proprietor, the General Manager or the Managing Agent, the Club and any person appointed or employed by the Proprietor, General Manager or the Managing Agent shall not be liable:

- (i) for any loss of or damage to any property or article whatsoever, or howsoever brought upon or left at its premises by a Member, User, User Nominee or his guest or any other person;
- (ii) for any injury or loss whatsoever, or howsoever caused to a Member, User, User Nominee or his guest or to any other person; and
- (iii) for all claims, demands, costs, loss of life.

RULE 17 – DISSOLUTION

- 17.1 The Club may be dissolved voluntarily by a resolution of the Proprietor and with the consent of three-fifths of the Members and Users for the time being resident in Singapore, expressed either in person or by proxy at a general meeting convened for the purpose. At least 21 days' notice shall be given of the general meeting. At least one quarter of the total membership of the Club present at the general meeting shall form a quorum. In the event of there being no quorum, the meeting shall be adjourned for half an hour and should the number then present be insufficient to form a quorum, those present shall be considered a quorum.
- 17.2 Upon the dissolution of the Club, all rights of membership and all privileges as Users shall terminate and the Proprietor shall be discharged from all liabilities and obligations hereunder or elsewhere and no Member or User shall have any claim against the Proprietor except in respect of any monies standing to the credit of the Member or User.
- 17.3 All Members and Users shall remain liable to the Proprietor for all dues or debts incurred before dissolution of the Club and shall forthwith make payment.
- 17.4 Certificate of dissolution shall be given within seven days to the Registrar of Societies.
- 17.5 All memberships and privileges as Users in the Club shall, if not expired or earlier terminated, cease upon the expiry on 17 July 2049 or earlier termination of the lease in respect of the Club premises.

RULE 18 – INTERPRETATION OF RULES

The Proprietor shall be the sole authority for the interpretation of the rules and the bylaws of the Club and the decision of the Proprietor shall be final and binding.

A. CLUB BYLAWS

1. GENERAL

- 1.1 These bylaws shall form part of the rules of the Club's Constitution and are subject to interpretation, addition, rescission, or alteration as provided for under Rules No 7.5, 13 and 18 thereof.
- 1.2 All Members, Users and User Nominees shall be bound by these bylaws. In the event of any inconsistency between the bylaws and the rules of the Club's Constitution, the rules shall prevail.
- 1.3 In these bylaws, reference to "Club Premises" shall include the clubhouse, the marina, and all other properties located at 10 Tuas West Drive, Singapore 638404.
- 1.4 In these bylaws, reference to "Members" shall include, where the context so admits, all categories of Members as provided for in Rule 4.1 of the Constitution.
- 1.5 All bylaws shall be strictly adhered to and any violation is considered to be prejudicial to the interests of the Club for which appropriate action may be taken in accordance with Rule 5.2 of the Club's Constitution. Such action may include verbal warning, the taking down of particulars for possible disciplinary action, and requesting violators to leave the Club premises.
- 1.6 The Management reserves the right to determine the fees for use of the Club facilities/activities at such time and upon such terms as it may deem fit.
- 1.7 Members, Users and User Nominees utilising the sports facilities are to observe the rules and etiquette of the game being played.
- 1.8 All coaches have to be appointed by the Club. No outside coach shall be brought into the Club for private lessons.
- 1.9 The operation hours of the Club and Marina shall be determined by the Management from time to time. The Management may, at any time by notice, whether generally or for a particular occasion, alter, extend, or restrict the operation hours.
- 1.10 In these bylaws, references to "Users" or "User Nominees" shall have the meaning ascribed to it in Rule 4.2(v)(a) and 4.2(v)(b) of the Constitution respectively.

2. ATTIRE

- 2.1 Members, Users and User Nominees and guests shall be appropriately attired when visiting the Club premises and using the Club facilities. All attire worn must be suitable for maintaining the decorum of the Club. Flip-flops are not allowed in the Clubhouse, with the exception of the pool area and the Marina Bistro.
- 2.2 Members, Users and User Nominees must be appropriately attired for the sport or activity according to their respective bylaws.

- 2.3 Sweaty sports wear, dirty boiler suits, flip-flops, jogging shorts and the like are not allowed in air-conditioned areas except where specifically allowed by the Management.
- 2.4 The General Manager or any authorised person of the Management and staff may ask Members, Users and User Nominees or guests who are not appropriately dressed to dress accordingly or leave the Club premises.

3. CONDUCT

- 3.1 Members, Users, User Nominees, their family and their guests shall, at all times, conduct themselves with decorum and decency, be courteous, and observe rules of etiquette.
- 3.2 Members, Users and User Nominees are responsible for the conduct of their family, their guests, servants, agents and crew while they are in the Club premises, and for ensuring that such persons observe the provisions of these bylaws. Children under 12 years must be supervised by an adult.
- 3.3 No pets may be brought into the Club except for those being brought to Members', Users' or User Nominees' vessels, and then only if they are under proper control.
- 3.4 Members', Users' and User Nominees' crew are not allowed to use the Club facilities with the exception of the food and beverage outlets. Crew shall not be introduced as guests.
- 3.5 Domestic help may be brought to the Club by a Member, User or User Nominees for the purpose of attending to young children, but shall not be allowed to use any of the Club facilities except for the purpose of dining. Domestic help shall not be introduced as guests.
- 3.6 Children above the age of 4 years shall use toilet facilities appropriate to their sexes.
- 3.7 Members, Users and User Nominees shall not give any tips, gratuity, or money to any employee of the Club unless authorised by the Management.
- 3.8 All complaints in respect of any matter concerning the Club or the behaviour or conduct of any employee of the Management must be made in writing to the General Manager. No Member, User, User Nominee, his family, or his guest shall reprimand any employee of the Management.
- 3.9 All persons should respect the comfort of other persons using the Club facilities and keep noise to a minimum level. In particular, the use of audio, visual, and telecommunication equipment, or musical instruments likely to cause annoyance to others, is prohibited.
- 3.10 No food and beverage is allowed in games areas unless specifically permitted by the Management.
- 3.11 No gambling of any kind, whether for stakes or not, is permitted in the Club premises.

- 3.12 No photographs, film or video of the Club premises may be used for commercial purposes except with the written approval of the Management.
- 3.13 If the Management permits any person, group, or organisation to make a film or video, take photographs, produce a painting, sketch, or any other artistic work (the "work") of the Club premises, and such work includes a reproduction of, or likeness to any Member's, User's or User Nominee's vessel or part thereof, the Member, User or User Nominee shall waive all rights in respect of the work.
- 3.14 Smoking is strictly not permitted in the changing rooms, toilets and at all sports and recreational facilities.

4. GUESTS

- 4.1 Guests using Club facilities may only do so in accordance with Rule 4.12 of the Club Constitution.
- 4.2 Guests must be personally introduced and accompanied by Members, Users or User Nominees at all times while in the Club premises and when using Club facilities. Members', Users' and User Nominees' children under 16 years are not permitted to sign in guests.
- 4.3 Guests utilising sports facilities shall be signed in before commencement of play or use, failing which, a penalty will be levied on the Member, User or User Nominee.
- 4.4 A Member, User or User Nominee may introduce up to 3 guests at any one time for the use of sports and recreational facilities.

5. DAMAGE AND LIABILITY

- 5.1 Members, Users and User Nominees shall be fully responsible to the Club for the costs of repair for damage to or replacement for loss of Club property caused by themselves, their family, their guests, servants, agents or crew. The amount of such costs shall be assessed by the Management whose decision shall be final.
- 5.2 Members, Users and User Nominees shall indemnify the Club and its Management against all claims and proceedings instituted against, losses or damages suffered by, or costs, fines, penalties, or expenses incurred by the Management and the Club as a result of any act, omission, negligence, or default of Members, Users, User Nominees, their family, their guests, servants, agents, crew or any other person who is in the Club premises at their invitation or request.
- 5.3 Members, Users, User Nominees and their guests using any of the Club equipment, sports, and recreational facilities do so solely at their own risk. The Club, its Management and staff shall not be liable or responsible for any accident or injury sustained or incurred arising from or in any way connected with the use of Club equipment or sports and recreational facilities.
- 5.4 The Club, its Management and staff shall not be liable for any loss or damage to any article, property or personal belonging brought into the Club premises.

6. MEMBERSHIP CARDS

- 6.1 Members, Users and User Nominees shall keep their membership cards in accordance with Rule 4.13(iii) and Rule 4.13 (v) of the Club's Constitution.
- 6.2 Members, Users and User Nominees must produce their membership cards when making use of all Club facilities and services. Members, Users and User Nominees may be denied use of facilities if they are unable to do so.
- 6.3 All Members, Users and User Nominees shall be bound by the following conditions:
 - 6.3.1 Membership cards are at all times the property of the Club;
 - 6.3.2 Membership cards are not transferable and may only be used by the person whose name and photograph appear on the cards;
 - 6.3.3 Members, Users and User Nominees must exercise all possible care to safeguard their cards. In the event that the card is lost, stolen or used by a person other than the Member, User or User Nominee, such Member, User or User Nominee shall notify the Club of the said loss, theft or unauthorised use of the card immediately on becoming aware of it. The Member, User or User Nominee shall be liable for all expenses, charges and all other claims made on the card before the notice is received by the Club;
 - 6.3.4 The Club or the Club through DBS Card Centre (DBSCC) shall replace any lost or stolen card on the same terms and conditions as the original card. The Club or DBSCC may charge such replacement fee as may be determined by the Club or DBSCC from time to time;
 - 6.3.5 In the event that the Member, User or User Nominee recovers his lost or stolen card after it has been replaced, the Member, User or User Nominee shall immediately cut up and return the original card to the Club;
 - 6.3.6 When a Member ceases to be a member of the Club or when a User ceases to enjoy the privileges as a User, he shall promptly cut up and return all membership cards issued to his membership or for his enjoyment of privileges as a User or for the User Nominees nominated by such User.
- 6.4 Members, Users and User Nominees holding RM-DBS VISA Cards are bound by these bylaws as well as the Terms and Conditions of the RM-DBS VISA Card.

7. CARPARK AND LABELS

- 7.1 Members, Users and User Nominees are solely responsible for all carpark labels issued to them. Carpark labels are not transferable.
- 7.2 Each Member, User and User Nominee will be issued a maximum of 2 carpark labels free of charge. A fee as determined by the Management will be charged for each additional carpark label.

- 7.3 Replacement labels, on an exchange basis, will be issued free of charge upon the return of damaged labels or upon the return of existing labels when Members, Users and User Nominees replace their cars. A fee as determined by the Management from time to time will be charged for the replacement of each lost carpark label.
- 7.4 Members, Users and User Nominees shall display their carpark labels on the front windscreen of their cars and shall park their cars properly in the designated areas or as directed.
- 7.5 All cars are parked solely at the owner's risk. The Club, its Management and staff shall not be liable for any damage or theft of cars or personal belongings left in cars parked at the Club premises.
- 7.6 The Management shall have the power to direct the parking and movement of all vehicles in the carparks.
- 7.7 Overnight parking is not allowed except with the prior permission of the Management. Boaters with berthing agreements and guest room users are deemed to have obtained such permission.
- 7.8 No washing of cars or auto repairs (unless in an emergency or breakdown situation) is allowed in the Club premises.
- 7.9 All motor vehicles shall give way to buggies/carts.
- 7.10 When a Member ceases to be a Member of the Club or when a User ceases to enjoy the privileges as a User, he shall promptly return all carpark labels issued to his membership or for his enjoyment of privileges as a User or for the User Nominees nominated by such User.

8. FOOD & BEVERAGE

- 8.1 No food or beverage may be brought into the Club premises for consumption there unless such food or beverage is required for medical purposes or for children under 4 years of age.
- 8.2 During private functions, drinks may be brought into the Club with the approval of the Management and on payment of corkage at prescribed rates determined by the Management from time to time.
- 8.3 Alcoholic beverages will not be served to persons under the age of 18 years.

9. BOOKINGS AND CANCELLATIONS

- 9.1 Sports facilities may be booked up to 1 week in advance, exclusive of the day of booking. Unless otherwise allowed by the Management, each booking shall be for one session only. Each session of booking shall be for a period of 1 hour only and shall be from the hour to the hour.
- 9.2 At the end of the booking, a Member, User or User Nominee may extend his booking if the next time slot is not booked by another Member, User or User Nominee.

- 9.3 Booking of sports facilities may be cancelled if 24 hours' notice is given, failing which a penalty, as determined by the Management from time to time, will be charged.
- 9.4 A grace period of 15 minutes will be allowed for late commencement of play. Thereafter, the booking shall be deemed cancelled without notice and a penalty, as determined by the Management from time to time, will be levied.
- 9.5 Block bookings for the purpose of private, social, or competitive events may be permitted with the prior approval of the Management.

10. BILLIARDS

10.1 General

- 10.1.1 The rules for billiards and snooker shall be those of the Singapore Billiards and Snooker Council.
- 10.1.2 Only billiard balls provided by the Club shall be used on the tables.
- 10.1.3 Billiard balls are kept by the Sports Coordinator on duty for safekeeping. Members, Users and User Nominees should request for the balls when signing in to play.
- 10.1.4 Unless other Members, Users or User Nominees are waiting for play, billiard balls must be returned to the Sports Coordinator on duty at the end of play.

10.2 Booking

Members, Users and User Nominees who are playing together may not book the table consecutively.

In the case of two or more Members, Users and User Nominees participating, the booking period shall not exceed as many hours less one hour, as there are Members, Users and User Nominees participating; e.g. 2 players = 1 hour, 3 players = 2 hours, 4 players or more = 3 hours (applicable during weekends and public holidays only).

10.3 Prohibition

- 10.3.1 Under no circumstances shall food or drink be placed on the billiard tables.
- 10.3.2 No smoking is allowed in the Billiard Lounge.
- 10.3.3 Flip-flops, shorts, tank tops and T-shirts are not allowed in the Billiard Lounge.
- 10.3.4 Members', Users' and User Nominees' children below 12 years are not permitted in the Billiard Room unless they are accompanied by an adult and do not cause any distraction or disturbance to players.

- 10.3.5 Persons between the ages of 12 and 16 years are not permitted to use the table unless they satisfy the Management of their competence.
- 10.3.6 The rights to play of any child, despite his/her having the required competence, can be withdrawn by the Management at any time.

11. BOWLING

11.1 General

- 11.1.1 The rules of bowling shall be those of the Singapore Tenpin Bowling Congress.
- 11.1.2 Bowlers shall exercise bowling etiquette at all times.
- 11.1.3 Members, Users, User Nominees and their guests shall be suitably attired with proper bowling shoes.
- 11.1.4 Bowlers are to provide their own socks to wear with rented bowling shoes.
- 11.1.5 Members, Users, User Nominees or their guests who fail to return bowling shoes at the end of the rental period shall be levied a charge determined by the Management from time to time.
- 11.1.6 Members, Users, User Nominees and their guests are to return the balls to their respective racks after finishing their game.

11.2 Booking

- 11.2.1 Members, Users and User Nominees who are playing together may not book a lane consecutively.
- 11.2.2 Bookings shall be on a per game basis and for a period of 1 hour only, from the hour to the hour. Members, Users and User Nominees will be allowed to play until the last frame or until the hour is up, whichever is soonest.

11.3 Prohibition

- 11.3.1 Only prescribed bowling shoes are allowed on the approach.
- 11.3.2 No bowler is to cross the foul line deliberately. Bowlers must not bowl until the pins are properly reset.
- 11.3.3 Only light snacks are allowed in the alley.
- 11.3.4 No food or beverage is allowed on the approach.

12. GYMNASIUM (GYM)

12.1 General

- 12.1.1 Usage will be on a first-come-first-serve basis. Members, Users, User Nominees and their guests must enter their names and particulars in the book provided before using the gym.
- 12.1.2 Members, Users, User Nominees and their guests using the gym are strongly advised, in their own interests, to seek medical clearance before commencing any course of exercise.
- 12.1.3 Members, Users, User Nominees and their guests using the equipment in the gym do so at their own risk.
- 12.1.4 Members, Users, User Nominees and their guests are advised to familiarise themselves with proper usage of the equipment, and safety precautions associated with each equipment, before exercising.
- 12.1.5 Members, Users, User Nominees and their guests using the gym must be properly attired, either in T-shirts, tank tops, shorts, track suits or leotards, with sports shoes worn at all times.
- 12.1.6 Members, Users, User Nominees and their guests are requested to exercise due care and consideration when using the equipment and to replace the equipment in their respective positions after use.

12.2 Prohibition

- 12.2.1 Persons suffering from any infectious or contagious disease or skin condition may not use the gym facilities.
- 12.2.2 Children under 12 years are not allowed in the gym unless accompanied and supervised by an adult at all times.

13. TENNIS

13.1 General

- 13.1.1 The rules for tennis shall be those of the International Tennis Federation and currently adopted by the Singapore Lawn Tennis Association.
- 13.1.2 Players shall be attired in clean and presentable sports wear.
- 13.1.3 Players must wear non-marking rubber-soled shoes when playing on the courts. Any other form of footwear is strictly forbidden within the court areas.
- 13.1.4 Children under 12 years are not permitted to use the courts unless they satisfy the Management of their competence.

13.2 Booking

13.2.1 Members, Users and User Nominees may not book more than 2 tennis courts of 1 hour session each simultaneously, or any court for more than 2 consecutive sessions during peak hours. An extension of an additional session of play may be allowed if the slot is available. The peak hour period shall be as defined and amended by the Management.

13.2.2 During non-peak hours, any number of hours may be booked in advance. Members, Users and User Nominees may, upon registration, be allowed to book an additional court if the court is available.

13.2.3 Members, Users and User Nominees will not be charged for any session if they are unable to play for more than 30 minutes due to unsuitable or unplayable court conditions. The Management shall decide on the fitness of play and its decision shall be final.

13.3 Prohibition

13.3.1 Members, Users or User Nominees and their guests are not permitted to smoke in the vicinity of the courts.

13.3.2 Ladies with stiletto heels and all sharp or pointed objects are not permitted on the rubberised surface of the courts at any time.

13.3.3 No food is allowed in the vicinity of the tennis courts.

14. SWIMMING POOL AND HOT SPA

14.1 General

14.1.1 The "pool" shall consist of the main pool and swim-up bar, children's pool, toddler's pool, the hot spa and the pool deck.

14.1.2 Members, Users, User Nominees and their guests use the pool at their own risk. No life guard shall be provided by the Club.

14.1.3 Children under 12 years must be supervised by an adult at all times.

14.1.4 Swimmers must shower and use the foot bath before entering the water.

14.1.5 Members, Users, User Nominees and their guests are advised, in their own interests, to leave the pool during thunderstorms and shall do so when requested by any authorised person of the Club.

14.1.6 Swimmers are restricted to the pool area and must wear proper swimsuits that do not cause embarrassment to others.

14.2 Changing Rooms and Towels

14.2.1 All persons must change only in the changing rooms. Children aged 4 and above must use the changing room allocated to their respective

sexes. Children, irrespective of their ages, are not permitted to change outdoors.

14.2.2 Members, Users and User Nominees shall not leave their personal belongings unattended on the benches or on top of the lockers.

14.2.3 Members, Users and User Nominees are required to produce their membership cards when signing in at the towel counter.

14.2.4 Members, Users and User Nominees shall indicate in the register the number of towels required. Each Member, User, User Nominee and guest is allowed 1 towel only.

14.2.5 Pool towels can only be used within the pool area and changing rooms.

14.2.6 Towels must be returned to the attendant at the towel counter after use and must not be taken away from the pool area. Members, Users and User Nominees shall be charged for the replacement of lost towels at a price determined by the Management from time to time.

14.3 Prohibition

14.3.1 No person suffering from any open wound, infection or contagious disease may use the pool.

14.3.2 Members, Users, User Nominees and their guests are not permitted to smoke, consume food or beverage (except at the swim-up bar), wear shoes or other footwear, in or within 1 metre of the water's edge.

14.3.3 Under no circumstances will swimmers be allowed to climb, dive or jump off the rocks into the water.

14.3.4 Nothing whatsoever is to be taken, thrown or brought into the water except training equipment approved by the Management.

14.3.5 Save in the case of emergencies, floatation devices are not allowed in the main pool. During training classes, kick-boards, flippers, masks and other approved training equipment may be used in the area reserved for such training under the supervision of the Club's coach or a person authorised by the Management.

14.3.6 Floatation devices approved by the Management may be used in the learners' or children's pool.

15. VIDEO GAMES ROOM

15.1 General

15.1.1 Members, Users and User Nominees shall be fully responsible for the conduct and behaviour of their children and their guests' children using the Video Games Room and shall be liable to the Club and shall keep the

Club indemnified in respect of any action, claim, or demand howsoever arising from whatsoever the cause or reason.

15.1.2 Players should check their coins at the time of changing in the presence of the Cashier. Any claims for shortage of coins later shall not be entertained.

15.2 Prohibition

15.2.1 Smoking, food, beverage and other objects that may cause obstruction to others are not allowed in the video games room.

15.2.2 Use of video game machines is on a first-come-first-serve basis. Players shall not be allowed to reserve video games machines and shall not leave their coins or personal effects on an unattended video game machine.

16. GUEST ROOMS

16.1 Guest rooms can be booked at the Reception from 8.00am to 8.00pm daily. Cancellation of bookings must be given at least 24 hours before check-in, otherwise an administrative charge, determined by the Management, shall be payable.

16.2 All guest room users are liable to the Club and must make good any damage or loss of Club property allotted for their use in the guest rooms. The amount payable shall be assessed by the Management whose decision shall be final.

16.3 The Club, its Management and staff shall not be liable for the damage or loss of valuables or personal belongings left in the guest rooms.

16.4 Towels, toiletries, electrical appliances, furnishings and all other articles belonging to the Club must not be removed from the guest rooms.

16.5 Guest room towels are supplied for use only in the guest rooms and shall not be taken out of the guest rooms, whether to the pool or onto Members', Users' or User Nominees' boats.

B. BERTHING BYLAWS

1. GENERAL

1.1 All Members, Users and User Nominees shall comply with all applicable Singapore laws, rules, and regulations in addition to these bylaws.

1.2 The Club bylaws shall apply to, and constitute part of, these berthing bylaws.

1.3 In these bylaws, reference to "berthing agreements" shall mean the agreements entered into between Members, Users, User Nominees and the proprietor and under which licences to use berths within the marina are granted by the proprietor.

1.4 All Members, Users and User Nominees are required to comply fully with these bylaws and their respective berthing agreements. If any Member, User or User Nominee shall be in breach of any of these bylaws or any clause of his berthing

agreement, the Management may take such action under the Rules of the Constitution as it may deem fit.

- 1.5 In these bylaws, reference to “crew” shall mean those persons engaged in the paid service of a Member, User or User Nominee for the purpose of manning and maintaining a vessel, whether on a part-time or full-time basis.
- 1.6 In these bylaws, reference to the “marina” shall mean the area comprising the boat house and recovery bay, boat lagoon, waterfront and breakwater, and the floating pontoon system.
- 1.7 Members, Users and User Nominees shall refer any complaints or suggestions about the berths or the marina to the Dockmaster.

2. FACILITIES

- 2.1 Members, Users and User Nominees must use shore power when their vessels are berthed in the marina.
- 2.2 The Management reserves the right to transfer a Member’s, User’s or User Nominee’s vessel to an alternative berth. Requests for berth transfer will be considered on a case by case basis by the Management, whose decision shall be final.
- 2.3 Members, Users and User Nominees who have been allocated walk-on berths will be provided with dock boxes. Such Members, Users and User Nominees shall be responsible for the reasonable care of their boxes, fair wear and tear excepted and shall take responsibility for the contents thereof and the charges thereof.
- 2.4 Fresh water outlets are provided for each walk-on berth. Unless otherwise notified, metered electrical power outlets (230 volts/50 cycles or 400 volts/50 cycles for megayacht berths) are provided for each walk-on berth. Members, Users and User Nominees shall ensure that power cables from vessels to the outlets are properly secured and do not obstruct the walkways.
- 2.5 Members, Users and User Nominees shall notify the Management immediately of damage to any part of the berth.
- 2.6 All utilities and services provided by the Club will be charged to the Members’, Users’ or User Nominees’ monthly accounts.

3. CONDUCT

- 3.1 All persons in the marina shall conduct themselves responsibly and have due regard for other persons using the marina.
- 3.2 Members, Users and User Nominees are responsible for the conduct of their family, their guests, servants, agents and the crew while they are in the marina and for ensuring that such persons observe the provisions of these bylaws. Children under 12 years must be accompanied by an adult while on the walk-on berths.

- 3.3 No person shall obstruct or interfere with any employee of the Club in the execution of his duties. Such employee shall have the right to request persons to identify themselves while within the marina.
- 3.4 Members, Users and User Nominees must ensure that noise from engines, radios and other machinery and apparatus are kept at a reasonable level and does not cause disturbance or annoyance to other persons using the marina.
- 3.5 Members, Users and User Nominees must use every effort to prevent their vessels' engines from discharging fuel or oil or giving off excessive smoke or fumes.
- 3.6 No swimming or games are permitted in the marina. Diving for the purpose of checks or minor maintenance are allowed only with the prior approval of the Management.
- 3.7 Members, Users and User Nominees shall comply fully all Singapore laws, rules and regulations relating to throwing, discharging, or disposing of or causing to be thrown, discharged or disposed any refuse or waste material or liquid of any kind. In addition, Members, Users and User Nominees are required to observe and comply with any other regulation laid down from time to time by the Management. Members, Users and User Nominees shall bear the costs of any cleaning up required as a result of their failure to comply with this bylaw.
- 3.8 No horns or warning devices may be sounded in the marina except in cases of emergency or as may be necessary in the course of navigation.
- 3.9 Members, Users, User Nominees and their family, their guests and crew shall not live permanently on board their vessels while berthed at the marina except with the permission of the Management.
- 3.10 No laundry or washing may be hung within sight in the marina.
- 3.11 Members, Users and User Nominees shall not erect any structure whatsoever, whether temporary or otherwise, on the pontoon, in or on the water.
- 3.12 All vessels must be well-maintained, sea-worthy and capable of moving under their own power at all times.

4. SAFETY

- 4.1 Members, Users and User Nominees are required to leave a spare set of keys to their vessels with the Dockmaster's Office for use in case of an emergency.
- 4.2 Members, Users and User Nominees shall ensure that all mooring lines, hoses, power and television cables and the like are neatly coiled and arranged on the pontoons so as not to cause any obstruction or danger to other persons.
- 4.3 All ancillary crafts (dinghies, windsurf boards, jet skis and the like), equipment, gear and supplies must be kept on the Members', Users' and User Nominees' vessels or in the dock boxes provided and not on the walk-on berths or elsewhere in the marina. The Management shall have the right to remove any such craft, equipment, gear or supplies left unattended in the marina.

- 4.4 Members, Users and User Nominees must take all necessary precautions with regard to the storage of inflammable gas and fuel to prevent the outbreak of fire or explosion on board. Members, Users and User Nominees must ensure that a sufficient number of effective fire extinguishers are kept on board in easily accessible locations.
- 4.5 Members, Users and User Nominees shall not start open fires or suffer same to be started within the marina.
- 4.6 Members, Users and User Nominees shall not initiate any activity or suffer same to take place in the marina which would pose a hazard or cause a nuisance to other persons using the marina.
- 4.7 The Management shall have the right to enter and/or remove vessels from their berths or take other safety precautionary measures as may be necessary in case of an emergency. The Management shall not be responsible for any damage to vessels or other property of Members, Users or User Nominees caused as a result of such precautionary measure.
- 4.8 Vessels may only be refuelled in the marina at the designated fuelling docks and must comply with all safety procedures set out by the Management.

5. DAMAGE AND LIABILITY

- 5.1 Members, Users and User Nominees shall be responsible for any damage caused by wake and wash of their vessels, whether intentionally or unintentionally caused, or arising from their negligence.
- 5.2 All persons and vessels entering or departing from the marina do so at their own risk. No responsibility will be undertaken or accepted by the Club for any loss, damage or injury to persons or property while in the marina.

6. NAVIGATION

- 6.1 Members, Users and User Nominees must take care when navigating their vessels in and out of the marina so as not to endanger or inconvenience other vessels.
- 6.2 Members, Users and User Nominees must comply with any direction or communication given by the Dockmaster's Office with regard to the movement of vessels within the marina.

7. BERTHING

- 7.1 The Management shall publish to all Members, Users and User Nominees its prevailing berth tariff rates. This tariff may be amended by the Management from time to time, giving Members, Users and User Nominees 3 months' prior written notice thereof.
- 7.2 No vessel shall be allowed to berth in the marina without the prior approval of the Management. Members, Users and User Nominees must submit the following documents in order to obtain such approval:

- 7.2.1 Evidence of ownership;
 - 7.2.2 Valid boat licence or registration;
 - 7.2.3 Valid insurance certificate conforming to the prevailing insurance requirements of the Club; and
 - 7.2.4 Completed application forms for crew, where applicable, in accordance with bylaw 9.1 and 9.2 below.
- 7.3 Members, Users and User Nominees berth their vessels in the marina at their own risk. The liability of the Club shall be limited to that set out in Rule 16 of the Constitution.
- 7.4 Members, Users and User Nominees must at all times ensure that vessels berthed in the boat lagoon are safely and properly secured in a manner and position acceptable to the Management.
- 7.5 If a vessel is expected to be away from a berth for an extended period of time, the Member, User or User Nominee shall promptly inform the Management. For safety reasons, a float plan shall be lodged with the Management.
- 7.6 Only Members, Users, User Nominees and persons authorised in writing by corporate Members or Corporate Users may remove vessels from the marina.

8. BOAT HOUSE

- 8.1 Members, Users and User Nominees shall not enter the boat house at all times except with prior approval from the Management.
- 8.2 Members, Users and User Nominees who wish to take their vessels out of the boat house shall arrange to do so through the Dockmaster's Office, giving adequate notice, by noon a day before the vessels are required.
- 8.3 Only Members, Users and User Nominees and persons authorised in writing by corporate Members or Corporate Users may request the launching of vessels from the boat house.
- 8.4 Vessels launched from the boat house shall be collected from the recovery basin.
- 8.5 Upon returning a vessel to the recovery basin, the Member, User or User Nominee shall notify the marina crew/security guard on duty.
- 8.6 Members, Users and User Nominees shall ensure that prior to the vessel being stored in the boat house, all flammable materials (other than the contents of the fuel tanks) together with all equipment and items not secured on the vessels, are removed or properly secured. The Club will not be responsible for the loss or damage of any item left unsecured in vessels in the boat house.
- 8.7 All vessels to be stored in the boat house must have a battery cut-off switch.

9. CREW

- 9.1 If Members, Users and User Nominees wish their crew to have independent access to the marina, they must apply for and obtain a Crew Identity Pass for each member of their crew.
- 9.2 Crew passes shall be issued at the discretion of the Management subject to the payment of an administrative fee.
- 9.3 Crew without the required passes must be accompanied by the Member, User or User Nominee.
- 9.4 Crew Identity Passes are not transferable and must be produced when requested by any employee of the Management.
- 9.5 Crew must be neatly and appropriately dressed.
- 9.6 A Crew Identity Pass may be withdrawn by the Management if, in the opinion of the Management, the crew is guilty of any misconduct or failure to observe these bylaws.
- 9.7 If any crew ceases to be employed by a Member, User or User Nominee, the Member, User or User Nominee shall immediately notify and return the Crew Identity Pass to the Management.
- 9.8 If a Crew Identity Pass is lost, the Member, User or User Nominee shall immediately notify the Management of the loss. A letter stating the circumstances of the loss must be produced with any application for a replacement pass. This replacement pass will be issued subject to the payment of an administrative fee.

10. MAINTENANCE AND REPAIR

- 10.1 No hot work may be carried out on vessels in the marina. Only cleaning, minor running repairs and maintenance may be carried out on vessels in the marina provided that same does not cause any nuisance or annoyance to other Members, Users and User Nominees and users of the marina.
- 10.2 Cleaning or repair of equipment shall not be carried out on the floating pontoons. Members, Users and User Nominees shall be responsible for the tidiness and cleanliness of the areas adjoining their berths.
- 10.3 Outside contractors, service organisations or individuals shall not be permitted to undertake any work on vessels in the marina unless the Member, User or User Nominee first:
 - (a) Obtains permission from the Management; and
 - (b) Provides written authorisation for the contractors, organisations or individuals to board the vessel to perform the indicated work.
- 10.4 All outside contractors, service organisations, or individuals permitted to undertake work in the marina are required to register with the Management subject to the prevailing terms and conditions thereof.
- 10.5 Any Member, User or User Nominee who needs to enter the workshop shall comply with the regulations set out by the Workshop Office.