

CONSTITUTION

KELAB LAYAR PIASAU MIRI SARAWAK (PIASAU BOAT CLUB MIRI SARAWAK)(PBC)

CLAUSE 1 NAME

1. The Association shall be known as

**KELAB LAYAR PIASAU MIRI SARAWAK (PIASAU BOAT CLUB MIRI SARAWAK
) (PBC)**

Hereinafter referred to as "the Association".

2. Meaning of name :

3. Level : **Negeri**

CLAUSE 2 ADDRESS

1. The registered address is

LOT 1273, PIASAU NATURE RESERVE,

98000 MIRI, SARAWAK

or at such other place as may from time to time be decided by the Committee; and the postal address is

LOT 1273, PIASAU NATURE RESERVE,

98000 MIRI, SARAWAK

2. The registered and postal addresses shall not be changed without the prior approval of the Registrar of Societies.

CLAUSE 3 OBJECTIVE

Clause 3.1

To provide adequate social and water sporting, and other recreational facilities to its Members in good order and condition.

Clause 3.2

To actively promote social, water sporting, and other recreational activities amongst

its Members, the local community and other Clubs.

Clause 3.3

To pursue arrangements for reciprocal privileges and facilities with other clubs or associations in Malaysia or other parts of the world whose objectives are similar to the objectives of the Club.

CLAUSE 4 MEMBERSHIP

CLAUSE 4.1 ADMISSION OF MEMBERSHIP

Subject to the provisions of this Constitution, the powers of admitting and electing Members shall be vested in the Committee, who shall have the right and discretion to restrict the admission of Members, and from time to time to vary or rescind such restriction upon such terms and conditions as the Committee may think fit.

CLAUSE 4.2 CATEGORIES OF MEMBERSHIP

There shall be 8 categories of membership as follows: -

Clause 4.2.1 Full Members

Clause 4.2.2 Associate Members/Senior Members

Clause 4.2.3 Family Members

Clause 4.2.4 Country Members

Clause 4.2.5 Honorary Members

Clause 4.2.6 Affiliated Club Members

Clause 4.2.7 Temporary Members

Clause 4.2.8 Corporate Members

Clause 4.2.1 Full Members

a) Eligibility

All employees of Sarawak Shell Berhad (SSB) and Sabah Shell Petroleum Company Limited

(SSPC) or other companies of the Royal Dutch Shell Group and employees of PETRONAS and PETRONAS Carigali provided they are resident in the Miri/Lutong area for a period greater than 3 months.

b) Rights and Obligations

Full Members are entitled to utilise all facilities, subject to this Constitution and the Rules and Procedures of the Club, and are entitled to hold office on the Committee and have voting rights at General Meetings.

Full Members shall be entitled to be issued with introduction cards to Affiliated Clubs of the Club.

A single status applicant Full Members shall have the right to nominate in writing one partner to be incorporated under their membership. Such partner shall have the rights and obligations of a Family Member. Confirmation of membership of such nominated partner shall be entirely at the discretion of the Committee.

Clause 4.2.2 Associate Members/Senior Members

a) Eligibility

Persons not employed by SSB, SSPC, or other companies of the Royal Dutch Shell Group, PETRONAS or PETRONAS Carigali who are resident in the Miri/Lutong area for a period greater than 3 months.

b) Rights and Obligations

Associate Members are entitled to utilise all facilities subject to this Constitution and the Rules and Procedures of the Club, and are entitled to hold office on the Committee and have voting rights at General Meetings.

Associate Members shall be entitled to be issued with introduction cards to affiliated clubs of the Club.

A single status applicant Associate Member shall have the right to nominate in writing one partner to be incorporated under their membership. Such partner shall have the rights and obligations of a Family Member. Confirmation of membership of such nominated partner shall be entirely at the discretion of the Committee.

c) Qualifications

The number of Associate Members shall be limited to Fifty-Five percent (55%) of the total membership at any one time. Any subsequent change in the percentage of Associate Members to total membership will be fixed in consultation with the Governing Board. Associate

Members shall not be requested to resign in order to maintain this proportion.

d) Senior Members

Persons who are resident in the Miri/Lutong area for a period greater than 3 months and age 55 above.

A proof of age must be provided to Club, such as an original Identity Card or Passport, which will be photo copied and kept at the PBC's office.

All rights, obligations and qualifications shall be subject to the conditions laid down in Clause 4.2.2 b) & c).

Clause 4.2.3 Family Members

a) Eligibility

Members spouses, and Members children up to, but not including, the age of 22 and including relatives of Members who are visiting the Miri/Lutong area for a maximum period of 3 months.

Members shall be responsible for all expenses incurred by Family Members.

b) Rights and Obligations

Family Members are entitled to utilise all facilities and equipment subject to this Constitution and the Rules and Procedures of the Club and are entitled to hold office on the Committee subject to the conditions of Clause 8 hereafter.

Family Members shall be entitled to be issued with introduction cards to affiliated clubs of the Club.

Clause 4.2.4 Country Members

a) Eligibility

Past Full or Associate Members or persons fulfilling the requirements for Full Members but normally resident elsewhere in Malaysia but outside the Miri /Lutong area.

b) Rights and Obligations

As for Family Members but excluding; voting rights, the right to hold office on the Committee and the right to seek use of Affiliated Clubs through the Club.

Clause 4.2.5 Honorary Members

a) Eligibility

Local dignitaries and persons who have rendered special services to the Club may be elected Honorary Members of the Club by the Committee.

b) Rights and Obligations

Honorary Members are entitled to utilise all facilities subject to this Constitution and the Rules and Procedures of the Club and at the discretion of the Committee but cannot hold office on the Committee and are not entitled to voting rights.

Clause 4.2.6 Affiliated Club Members

Members of other Clubs with which the Club Committee has formally agreed reciprocal arrangements shall enjoy the privileges of all facilities subject to this Constitution and the Rules and Procedures of the Club and at the discretion of the Committee.

Clause 4.2.7 Temporary Members

a) Eligibility

Persons who are not eligible for full membership and wish to join the Club for a period limited to 3 months and who have not been given a Temporary or Full Membership to the Club within the past 2 years.

The objective of this motion are to allow people from the Miri/Lutong area to join the Club for a trial of 3 months, before they have to decided to become Associate Members. Annual temporary memberships for seasonal activities are not permitted.

Clause 4.2.8 Corporate Members

a) Eligibility

Any card holding employee and/or family members of employees (up to the age of 22) in the employment of a company which had entered into a Corporate Membership Agreement with the Club.

b) Rights and Obligations

Corporate Members are entitled to utilise all facilities, subject to this Constitution and the Rules and Procedures of the Club and be entitled to be issued with Introduction Cards to Affiliated Clubs of the Club.

Corporate members Must present their cards to the Club Management (Managers, Supervisors) prior to making use of the Club facilities.

Corporate Members have No voting rights.

c) Qualifications

The Club Committee shall decide the number of Corporate Members.

CLAUSE 4.3 EVIDENCE OF MEMBERSHIP

Each Member shall be furnished with a non-transferable membership card bearing his name, membership number, membership status and expiry date. Each Member must present their membership card to an authorised personnel of the Club upon request and shall not appoint any other persons to use their membership card. The membership card shall remain the property of the Club and must be surrendered to the Club upon cessation of membership.

CLAUSE 4.4 APPLICATION FOR MEMBERSHIP

Clause 4.4.1

Application for membership shall be made on a valid application form which must be completed in full.

Clause 4.4.2

Each application form shall be signed by a proposer and a seconder who must be Full or Associate Members of the Club. The completed form, with deposit where applicable, shall be sent to the Manager or Secretary of the Club. In the case of Full Member applications, the Secretary shall forthwith enter the applicant's name in the Register of Members. For other categories of Membership, the Manager or Secretary shall submit the application for approval by the Committee at its next meeting. The Committee may at its discretion reject any application without assigning any reason thereto.

Clause 4.4.3

No applicant can be deemed to have been approved unless he or she has received a majority of affirmative votes of the Committee.

Clause 4.4.4

An applicant approved or rejected by the Committee shall be given written notification of the Committee's decision by the Club Manager or Secretary.

Clause 4.4.5

An applicant shall be entitled to the rights of membership upon approval of his/her application by the Committee.

CLAUSE 4.5 THE MEMBERS ACCOUNTS

Clause 4.5.1

The account of each Member with the Club shall be kept as directed by the Treasurer.

Clause 4.5.2

The account of each Member shall be made up at the 20th of each month or as directed by the Treasurer. An account despatched by post shall be deemed to have been received by the person to whom it is addressed when in the ordinary course of posting it would have been delivered.

Clause 4.5.3

Any Member failing to pay his account with the Club or with the Club Contractor within thirty (30) days from receiving notice thereof, the Committee shall have the right to display the name of the defaulting Member on the Club Notice Board and suspend that Member under the provisions of Clause 5.2. If the defaulting Member's account remains unpaid for a period of ninety (90) days from the due date, such Member shall, at the discretion of the Committee, have his membership of the Club terminated under the provisions of Clause 5.3.

Clause 4.5.4

Any Member who has defaulted and has been suspended under Clause 4.5.3 above may on a subsequent default be asked either to increase the amount of his deposit to such amount as the Committee in its discretion thinks fit or to resign his membership and failure to do so may render him liable to termination of his/her membership.

CLAUSE 4.6 GUESTS

Subject to any restriction imposed by the Committee, any Club Member shall have the privilege of introducing guests to the Club, who shall then be entitled to use the facilities and equipment of the Club provided however that:-

Clause 4.6.1

All guests must enter their names and addresses in the visitor's book provided on each occasion that they visit the Club. The visitors book must also be signed by each guest and the sponsoring Member.

Clause 4.6.2

No individual guest shall be allowed to use the Club facilities for more than a total number of one (1) visit in a calendar year. This excluding use of restaurant and playground by guest.

Clause 4.6.3

Guests may use the Club facilities and/or equipment but a guest must provide acceptable evidence of competence to use certain of these or be checked for such competence by a Club representative approved by the appropriate Committee Member, eg. for use of a Hobie-cat the Laser/Hobie Convener or other Sailing Section Convener, at the discretion of the Sailing Member, shall confirm the competence of the guest user.

Clause 4.6.4

The sponsoring Member shall be fully accountable for any damage to the Club facilities or equipment caused by the negligence or misconduct of their guest.

Clause 4.6.5

All guests must pay for goods and services obtained from the Club by means of the Club cash coupons which are obtainable from the Club office. These must be paid for in Malaysian Ringgit.

Clause 4.6.6

The Committee may at any time suspend or extend any privileges afforded under this Clause 4.6.

Clause 4.6.7

The Club member who introduces the guest(s) to the Club shall be fully responsible for the good conduct, expenses and/or any accounts of the guest(s) which may remain outstanding.

Clause 4.6.8

A guest contravening the Constitution, Rules or Procedures of the Club may be requested to leave the Club's premises by the Club Manager, or any Committee Member of the Club, through the Member introducing such a guest.

Clause 4.6.9

When invited by the Committee to participate in any of the Club's functions or sporting events, non-members of the Club shall be permitted to use selected Club facilities and/or equipment subject to the requirement of Clause 15.2, Clause 4.6.1 through 4.6.8 but excluding Clause 4.6.2 of this Clause 4.6. The relevant Convener shall be responsible for the proper behaviour and use of the Club facilities and equipment by the invited non-members.

CLAUSE 5 RESIGNATION AND TERMINATION

Clause 5.1 Resignation

A Member may resign his or her membership from the Club at any time by notification of such in writing to the Secretary and thereupon he shall cease to be a Member from the end of the calendar month in which his or her resignation was tendered. A Member who has resigned will not be eligible for any membership category (except Country Member if such is permitted under sub-clause 4.2.4a within one calendar year following his or her resignation, unless specifically approved by the Committee.

Clause 5.2 Suspension

A member may be suspended, for sufficient cause, from the use of the Club and the privileges of membership for such a period as the Committee, at its absolute discretion, shall think fit. The determination by the Committee as to the sufficiency of cause shall be final.

Clause 5.3 Termination

The Committee may at any time terminate by written notification the membership of any Member upon determination by the Committee that such Member's conduct was grievously detrimental to the welfare and best interests of the Club membership

or facilities or equipment, and/or for chronic non-payment of monies owed to the Club.

Such termination shall be considered at a Committee meeting to which the Member concerned will be invited and offered the opportunity to either verbally or in writing explain his/her conduct. The Member concerned shall receive not less than ten (10) days written notice of the date and time of such meeting. Membership of the Club shall cease forthwith if the majority of the Committee present vote in favour of termination.

Clause 5.4 Monies Owed

Neither the resignation, suspension nor termination from membership of a Member shall relieve such Member from the payment of any subscription or other money due to the Club, and no member shall be entitled to, or have any claim upon, any portion whatsoever of the property of the Club. At the discretion of the Committee an individual Member's deposit may in all cases be used for the recovery of monies owed and unpaid, in full or in part, by that Member to the Club.

CLAUSE 6 SOURCE OF INCOME

CLAUSE 6.1 ANNUAL FEES, DEPOSIT AND SUBSCRIPTION

Clause 6.1.1

A fixed deposit fee shall be payable by all Associate and Corporate Members (refer to clause 6.1.3) at the time of their application to join the Club. Refund of the fixed deposit on resignation or termination of membership from the Club shall be subject to the conditions laid down in Clauses 5.4 hereafter.

Associate Members shall pay an annual membership fee for any year or part year during which membership is held. This fee is non refundable.

Clause 6.1.2

A monthly subscription shall be payable by all Full, Associate, Country, Temporary and Corporate Members. The full monthly subscription shall be payable for any part of any month during which membership is held.

Clause 6.1.3

The level of fixed deposit, monthly subscription and annual membership fee for Associate Members shall be fixed and published from time to time by the Committee. These rates may be changed by the Committee but in consultation with the Governing Board. The published rates shall be available from the Club office.

Type of Membership

a) Full Member

Monthly subscription: RM 90.10

b) Country Full Member

Monthly subscription: RM 53.00

c) Associate Member
Deposit: RM1,000.00
Monthly subscription: RM 121.90

d) Associate Senior Member
Deposit: RM1,000.00
Monthly subscription: RM 90.10

e) Country Associate Member
Deposit RM1,000.00
Monthly subscription: RM 90.10

f) Country Graduate/Undergraduate Member
Deposit: RM1,000.00
Monthly subscription: RM 53.00

g) Corporate Member
Deposit: RM2,000.00
Monthly subscription: RM 137.80

h) Temporary Member
Deposit: RM1,000.00
Monthly subscription: RM 153.70

i) Temporary Member
Deposit: RM 500.00
Weekly subscription: RM 63.60

All the above fees are inclusive of 6% Service Tax.

Clause 6.1.4

A Member who fails to pay his/her account with the Club within 45 days from receipt of notice thereof may be suspended under Clauses 5.2 and 4.5.3 from all privileges of membership of the Club for a period of time to be determined at the discretion of the Committee. Ultimately the Committee may terminate the membership of any Member under the provisions of Clause 5.3, regardless of his/her employer, if the Member's account remains unpaid in full or in part, for more than ninety (90) days. In this event re-admission to the Club shall be entirely at the discretion of the Committee.

Clause 6.1.5

The Club accounting month shall be from the 21st day to the 20th day of the following month.

CLAUSE 7 GENERAL MEETING

Clause 7.1 ANNUAL GENERAL MEETING (AGM)

Clause 7.1.1

The Annual General Meeting of the Club shall be as soon as possible at the end of each financial year on a date and at such time and place as the Committee shall determine but not later than 31st March, every year. The Annual General Meeting can be held either physical or virtual.

Clause 7.1.2

The Secretary shall give notice of the date and the time of the meeting at least 30 days in advance of the Meeting.

Clause 7.1.3

The business of the Annual General Meeting shall be as follows:-

- a) to receive the report of the Committee for the preceding year on the affairs of the club;
- b) to approve the audited accounts for the preceding financial year;
- c) to discuss the estimate of revenue and expenditure for the current year (the current annual budget);
- d) to elect the incoming Committee and to appoint Auditor(s) for the ensuing year;
- e) to discuss any motions, proposed and seconded by any Member entitled to vote, handed in writing to the Secretary at least seven (7) days before the General Meeting. Such business shall be posted on the Club Notice Board at least five (5) days before the meeting - amendments may be proposed to these motions and duly posted, by any Member entitled to vote at the meeting, until two (2) days before the meeting;
- f) to discuss any other business brought before the Meeting. Any motions proposed and passed at the Meeting under any other business will be non-binding on the Committee.

Clause 7.1.4

The right to vote at a General Meeting of the Club shall be limited to Full and Associate Members being present in person or by proxy through any Full or Associate Member and each Member shall be entitled to one (1) vote only.

Clause 7.1.5

Any Full and Associate Member who is unable to attend any such General Meeting, by reason of sickness or being out of the area only, may vote by sending to the Manager or Secretary at least two (2) clear days before the date of the Meeting a written proxy. The automatic right of Proxy is given to spouse.

Clause 7.1.6

The Secretary shall send to all Members at least fourteen (14) days before the Meeting the AGM agenda, reports of the Committee Members for the passed year, the Minutes of the previous AGM, the audited Statement of Accounts and Balance Sheet of the preceding year and the estimate of revenue and expenditure for the

current financial year (the current annual budget). Copies of these documents shall also be made available at the registered address or place of meeting of the Club for the perusal of Members.

Clause 7.1.7

The Chairman of the Annual General Meeting may allow other matters to be discussed at the Meeting at his discretion and his decision will be final.

Clause 7.1.8

a) At any General Meeting, any motion put to the vote shall be decided on a show of hands, unless a poll is demanded (before or on the declaration of the show of hands) by at least three Full or Associate Members present person.

b) If a poll is duly demanded, it shall be taken in such a manner as the Chairman directs.

c) On a show of hands or on a poll, every Full and Associate Member present personally or by Proxy, shall have one vote.

d) The Committee may at its discretion put to the membership by means of a referendum of all the Members, a motion passed by a majority of votes at an Annual General Meeting. In the event of a referendum a majority of votes returned out of a minimum number of twenty-five (25) votes must be obtained to ratify the motion, except in the case of any motion which alters or amends the Constitution in which case the majority must be two-thirds.

Clause 7.2 EXTRAORDINARY GENERAL MEETING

An Extra Ordinary General Meeting may be called:

Clause 7.2.1

a) whenever the Committee deems it desireable or

b) At the joint request in writing of not less than 10% or 35 voting members (whichever is the greater) stating the objects and reasons for such meeting.

Clause 7.2.2

An Extraordinary General Meeting requisitioned by Members shall be convened at a date within thirty (30) days of the day receipt of such requisition.

Clause 7.2.3

Notice and agenda for the said meeting shall be forwarded by the Secretary to all Members at least fourteen (14) days before the date fixed for the Meeting and posted on the Club Notice Board.

Clause 7.3 QUORUM AND POSTPONEMENT OF GENERAL MEETINGS

Clause 7.3.1

At least one third of the total voting Members of the Club, present in person or by proxy, or 25 members eligible to vote in person or by proxy, whichever is the least, shall constitute a quorum.

Clause 7.3.2

In the absence of a quorum the Meeting shall be postponed to one (1) week later. Members shall be advised by circular and the posting of a notice on the Club Notice Board.

Clause 7.3.3

Where no quorum is present at the subsequent date, then;

a) An Annual General Meeting shall proceed to business and the Agenda at the postponed meeting shall be the same as that fixed for the original meeting, provide that such Meeting shall not amend this Constitution.

b) In the case of an EGM, the EGM shall be cancelled.

Clause 7.3.4

Should the numbers of Members present at any Meeting fall below quorum during the course of the Meeting then the provisions of Clause 7.3.3 shall apply.

CLAUSE 8 COMMITTEE

Clause 8.1 COMMITTEE AND CONVENERS

The business of the Club shall be administered by a Committee in which the main sporting and social activities of the Club shall be represented. Specific sports and other activities and related equipment held by each of Club's Sections shall be supervised by Conveners.

Every member of the committee and every officer performing executive functions in Club shall be Malaysian citizens. Non-Malaysian citizens may hold office in the Club provided written approval is obtained from the Registrar of Societies.

Clause 8.1.1

The Committee shall consist of the following officers:

Commodore
Secretary
Treasurer
Sailing Member
Power Boat Member
Sports Member
General Member
House Member
Catering and Social Member

All Committee Members, Stand-In Committee Members (ref. Clause 8.2) and Conveners shall be Full or Associate Members or Family Members over the age of twenty-one (21).

Confirmation of appointment of a Convener shall be at the discretion of the Committee.

Clause 8.1.2

The Committee shall be elected at each Annual General Meeting of the Club and will take office immediately after the close of the meeting at which they are elected. Members of the current Committee shall be eligible for re-election. Committee Member shall not hold their committee position for more than 3 consecutive years.

Clause 8.1.3

All nominations for the election to the Committee shall be in writing on the standard forms available at the Club office. The nomination shall be proposed and seconded by two Full or Associate Members, and shall be endorsed by the nominee that he is prepared to act. Nomination papers must be received by the Secretary and posted in the Club House, 7 days before the date of the Annual General Meeting.

Clause 8.1.4

In the event of a vacancy occurring on the Committee during the Club year, or in the event that a full number of Committee Members is not elected at the Annual General Meeting, the remaining Committee Member shall have the power to co-opt any other Full or Associate Member or Family Member over the age of twenty-one (21) to fill the vacancy or vacancies. This shall be done at the earliest possible opportunity following the creation of the vacancy.

Clause 8.1.5

The Committee shall meet at least once each month to discuss Club matters. No more than six (6) weeks shall elapse between meetings.

Clause 8.1.6

There shall not be a Committee Meeting unless a quorum of five (5) elected Committee Members is present.

Clause 8.1.7

If a Committee Member fails to attend any meetings of the Committee (without leave from the Commodore) over a period of two (2) months, he shall at the end of the two (2) months be deemed to have resigned from the Committee.

Clause 8.1.8

A Committee Member may resign by giving notice in writing to the Manager or Secretary.

Clause 8.1.9

The Commodore shall chair all Committee Meetings. If at any meeting the Commodore is not present the Members of the Committee shall elect one other of their number to preside at the meeting.

Clause 8.1.10

All Committee Members shall have equal votes with the exception of the Commodore who shall have a casting vote only.

Clause 8.1.11

All questions arising at any Committee Meeting shall be decided by a simple majority of votes. In case of equality of votes the Chairman shall use the casting vote to decide the issue.

Clause 8.1.12

Committee Meeting minutes shall be recorded by the Secretary or his nominee and shall be made available to the Committee at least seven (7) days in advance of the next Committee Meeting.

CLAUSE 8.2 STAND-IN COMMITTEE MEMBER

Clause 8.2.1

Subject to Clause 8.1.1, any Committee Member, with the approval of the Committee, may appoint in writing any Member to be a Stand-In Committee Member in his/her place for such period as is deemed necessary.

Clause 8.2.2

A Stand-In Committee Member, while he or she holds such office, shall be entitled to exercise all the powers of the elected Committee Member being substituted.

Clause 8.2.3

At no time may an elected Committee Member be a Stand-In Committee Member.

CLAUSE 8.3 POWERS OF THE COMMITTEE

Clause 8.3.1

The Committee shall have responsibility for the day-to-running of the Club and has the power to enforce all the Rules and Procedures within the constraints of the Constitution.

Clause 8.3.2

The Committee, in addition to the powers hereinafter specially conferred upon them, shall have control of the finance of the Club, power to engage, control and dismiss the Club employees, and all such administration powers as may be necessary for properly carrying out the objects of the Club in accordance with this Constitution.

Clause 8.3.3

A Committee Member other than the Commodore, Secretary or Treasurer shall be entitled to nominate or co-opt other Members to become a Convener of one of the Club's activities under that Committee Member's jurisdiction.

Clause 8.3.4

The Committee shall have power to admit applicants to all categories of membership of the Club, and, upon consultation with the Governing Board, will set the levels of fixed deposits, annual membership fees and subscriptions.

Clause 8.3.5

The Committee shall have the power to make, alter, add to or repeal Rules and Procedures regulating the affairs of the Club or any matters not provided for in this Constitution. The Committee shall further have the power to decide on all questions arising out of or not covered by any Clause of the Constitution or Rules or Procedures of the Club, and such decision shall be final unless and until altered or reverted by a General Meeting of the Club, or by the Governing Board.

Clause 8.3.6

The Committee may at its discretion appoint Sub Committees or Project Teams to undertake specific tasks for the furtherance of the objects of the Club.

The members of a Sub-Committee or Project Team must be Full, Associate or Family Members of the Club over the age of 21. The Chairman of a Sub-Committee must be a Committee Member and the leader of a Project Team must be either a Committee Member or a Convener.

Clause 8.3.7

The Committee shall hire and employ managers, clerks, independent auditors, semi-skilled persons and labourers and to pay to them and to other persons in return for services rendered to the Club, salaries, wages, gratuities and pensions, and to provide and contribute to provident funds or pension schemes or other proposition of like nature for the benefit of employees of the Club.

Clause 8.3.8

The Committee shall have the power to engage or enter into any contractual relationship with any contractor and/or other classes of persons for the purposes of procuring their services, goods or equipment needed by the Club and to pay to them and to other persons, fees or charges in return for services goods or equipment rendered to the Club.

Clause 8.3.9

The Committee shall invest and deal with the monies of the Club not immediately required upon such securities and in such manner as may from time to time to determined.

CLAUSE 9 DUTIES OF OFFICE BEARERS

Clause 9.1 Commodore

The Commodore shall chair all Committee meetings and all General Meetings of the Club. He shall be responsible for the proper conduct of all such meetings. He shall sign the minutes of each meeting at the time they are approved.

The Commodore shall be the official contact between the Governing Board and the Club.

Clause 9.2 Treasurer

The Treasurer shall be responsible for the finances of the Club. He shall keep accounts and records of all its financial transactions and shall be responsible for

their correctness. He shall also prepare financial statements for submission to the Committee and the auditors from time to time, as required.

Clause 9.3 Secretary

The Secretary shall conduct the business of the Club in accordance with its rules and at the instruction of the Committee. The Secretary shall carry out all secretarial duties of the Club and shall be responsible for all correspondence and the keeping of all books, papers and documents with the exception of the accounts and all financial records.

The Secretary shall keep a register of Members and shall monitor the overall membership and levels of Members in each category of membership and shall report this to the Committee.

The Secretary or his nominee shall be responsible for minutes of all Committee meetings, the Annual General Meeting and any Extra Ordinary General Meeting and the proper filing of the same.

Clause 9.4 Sailing Member

The Sailing Member shall represent the interests of the membership at Committee meetings with specific emphasis on the interests of the sailing and sailboarding Members.

The Sailing Member shall actively promote Club and inter Club racing (sailing/sailboarding) and promote training and social non-powered boating activities at the Club.

The Sailing Member shall be responsible for the overall co-ordination, budgets, 5 year plan and proper running of all sailing and sailboarding activities which the Club undertakes.

Clause 9.5 Power Boat Member

The Power Boat Member shall represent the interests of the membership at Committee meetings with specific emphasis on the interests of the power-boating, waterskiing, fishing, rowing and diving Members.

The Power Boat Member shall promote social Club waterskiing and Club/inter-Club waterskiing competition, promote fishing, rowing and diving and training in these activities and in the safe handling of power-boats, and shall promote the social use of power-boats and rowing boats/canoes at the Club.

The Power Boat Member shall be responsible for the overall co-ordination, budgets, 5 year plan and proper running of all power-boating, waterskiing, fishing, rowing and diving activities which the Club undertakes.

Clause 9.6 Sports Member

The Sports Member shall represent the interests of the membership at Committee meetings with specific emphasis on the interests of ball sports playing Members.

The Sports Member shall promote Club and inter-Club ball sports tournaments, support the play of ball sports in the local community and promote coaching and social play of ball sports at all levels at the Club.

The Sports Member shall be responsible for the overall co-ordination, budgets, 5 year plan and proper running of all ball sporting activities which the Club undertakes.

Clause 9.7 General Member

The General Member shall represent the general interests of the membership at committee meetings.

Clause 9.8 House Member

The House Member shall represent the interests of the membership at Committee meetings with specific emphasis on providing and adequately maintaining the Club premises. Club House related assets and grounds in a clean, attractive and proper condition for the benefit of all the Club Members.

The House Member shall actively promote and develop improvements to the Club House and grounds, and be responsible for the House 5 year plan and budgets.

Clause 9.9 Catering and Social Member

The Catering and Social Member shall represent the interests of the membership at Committee meetings with specific emphasis on organizing, encouraging and actively promoting non-sporting social activities, entertainments and other events of general and cultural interest at the Club for the benefit of all the Members.

The Catering and Social Member shall be responsible for the Catering/Bar contractor, the Social 5 year plan and budgets.

CLAUSE 10 FINANCIAL PROVISION

Clause 10.1

The Club's financial year shall be from 1st January to and inclusive of 31st December of the same year.

Clause 10.2

Financially the Club shall be dependent on the income from entry fees, subscriptions, commissions, interest and SSB/SSPC subsidy and extra-ordinary capex where agreed by the Governing Board. This SSB/SSPC funding will be conditional on the following provisions:-

a) all operating costs (maintenance and minor capex items) to be derived from membership subscriptions and direct SSB/SSPC subsidy to Club;

b) SSB/SSPC will match RM1 for RM1 all subscription income for SSB/SSPC/PETRONAS/CARIGALI staff but may be subject to review;

c) maximum subsidy limit (set at RM300,000 in 1991) to be maintained in real terms;

d) payment of subsidy subject to Governing Board approval.

e) funding for extra-ordinary capex items approved by Governing Board through:-

- outright special grant;
- temporary increase in RM1 for RM1 subsidy;
- advance on subsidy;
- SSB/SSPC guaranteed loan.

Clause 10.3

(a) The Treasurer may hold a petty cash advance not exceeding RM5,000.00 (Ringgit Malaysia Five Thousand) at any one time. All money in excess of this sum shall within seven days of receipt be deposited in a bank approved by the Committee. The bank account shall be in the name of the Club.

(b) No expenditure exceeding RM3,000.00 (Ringgit Malaysia Three Thousand Ringgit) at any one time shall be incurred without the prior sanction of the committee, and no expenditure exceeding RM200,000.00 (Ringgit Malaysia Two Hundred Thousand) at any one time shall be incurred without the sanction of a general meeting. Expenditure of RM3,000.00 (Ringgit Malaysia Three Thousand) and below at any one time may be incurred by the Commodore, the Treasurer and Secretary.

(c) Discretionary expenditure limits for individual Committee Members and/or Conveners will be set by the Committee and may be changed from time to time. No expenditure exceeding these limits at any one time shall be incurred by any Committee Member or Convener without prior sanction of the Committee.

Clause 10.4

All cheques or withdrawal notices issued on the Club's account shall be signed by two(2) of either the Commodore, the Secretary or the Treasurer.

The Committee, on an unanimous vote may nominate any other Committee Member to sign in the absence of either the Commodore, the Secretary or the Treasurer.

Clause 10.5

Within eight (8) weeks after the end of each Financial Year, a statement of income and expenditure and a balance sheet for the Financial Year shall be prepared, and audited accounts shall be submitted for the approval of the Governing Board.

Clause 10.6

The Committee shall provide details of proposed significant alteration and additions to Club facilities by displaying these on the Notice Board thirty (30) days before any commitment made by the Committee.

CLAUSE 11 AUDITORS

Clause 11.1

An audited statement shall be submitted to the Annual General Meeting of the Club and must be posted on the Club Notice Board at least seven (7) days before the date of the Meeting.

Clause 11.2 Auditors

a) A firm of Certified Public Accountants (who shall not be office-bearers of the Association), shall be appointed by the Annual General Meeting as the Club's independent auditors. They shall hold office for one year and shall eligible for reappointment.

b) The auditors shall be responsible for auditing the Club's statement of income and expenditure and preparing the audited accounts of the Club.

Clause 11.3

The Auditors appointed under Clause 11.2 above shall be requested by the Commodore to audit the accounts of the Club for any period within his tenure of office at any date and to make a report to the Club Committee.

CLAUSE 12 PROPERTY ADMINISTRATOR

Clause 12.1

The immovable property of an Club may, if not registered in the names of trustees, notwithstanding the provisions of any written law to the contrary, be registered in the name of the Club, and all instruments relating to that property shall be as valid and effective as if they had been executed by a registered proprietor provided that they are executed by three office-bearers for the time being of the Club, whose appointments are authenticated by a certificate of the Registrar, and sealed with the seal of the Club;

Clause 12.2.

The Property Officers shall not sell, withdraw or transfer, or pledge any property of the Club without the consent and authorisation of General Meeting.

CLAUSE 13 INTERPRETATION

The Constitution of the Kelab Layar piasau Miri Sarawak (Piasau Boat Club Miri Sarawak) shall set forth the guiding principles under which the Club shall conduct its activities.

The Rules of the Club shall establish the manner under which the Club's Members, Staff, contractors and all persons making use of the Club shall be required to conduct themselves whilst at the Club and/or making use of any of the Club's facilities.

The Procedures of the Club shall set forth the guidelines under which the Committee, Conveners and PBC Staff shall administer the Club.

Clause 13.1 Applicability

Every Member of the Club shall be bound by this Constitution and the Rules and Procedures of the Club, and shall be deemed to have full notice thereof whether or not he or she has obtained a copy.

Clause 13.2 Interpretation

a) The Committee shall be the sole authority for the interpretation of this Constitution and the Rules and Procedures of the Club for the time being in force. Any decision by the Committee shall be binding on all Members unless reversed by the Club at a General Meeting or by the Governing Board.

b) In the event of any question or matter arising which is not provided for in the Constitution or Rules or Procedures of the Club, the Committee shall be empowered to decide thereon. Such decision shall be final and binding on all Members. Any decision which is Constitutional must be ratified as soon as possible by a General Meeting.

Clause 13.3 Availability

The Constitution of the Club and the Rules and Procedures shall be printed, and copies shall be available to all Members on application to the Manager/Secretary.

CLAUSE 14 ADVISOR / PATRON

The operations of Piasau Boat Club (Kelab Layar Piasau) will be overseen by a Governing Board.

Clause 14.1 Composition

Clause 14.1.1 The Governing Board shall comprise:-

- a) The Managing Director of SSB or his nominees;
- b) The E & P Representative of PETRONAS or his nominee;
- c) Personnel Manager of SSB or his nominee;
- d) Managing Director of Petronas/Carigali (Manager BDO) or his nominee;
- e) The Company Secretary of SSB or his nominee;
- f) The Commodore, or his nominee, who shall be a non-voting member of the Governing Board.

Clause 14.1.2

The Managing Director of SSB or his nominee shall be Chairman of the Governing Board.

Clause 14.1.3

The Governing Board may at its discretion co-opt an additional member to serve on the Board.

Clause 14.1.4

The quorum of the Governing Board shall comprise of a minimum of three (3) members excluding the Club Commodore or nominated representative.

Clause 14.2 Powers of the Governing Board

Clause 14.2.1

The Governing Board may nominate a Sarawak Shell Berhad (SSB) or Sabah Shell Petroleum Co. (SSPC) nominee to sit on the Club Committee as a non-voting member.

Clause 14.2.2

Capital budgets, changes to the Club's Constitution or policies must be presented by the Club Committee to the Governing Board for its approval. The Governing Board may propose changes on matters relating to the Club's Constitution, policies, capital budgets and fixed assets in consultation with the Club Committee.

Clause 14.2.3

The Governing Board shall have the right to audit the accounts of the Club for any period within the Committee's tenure of office at any date.

Clause 14.2.4

All expenditures proposals for the Club's current year and the Club's Five Year Plan will require the approval of the Governing Board.

Clause 14.3 Duties of the Governing Board

Approval to the Club's expenditure proposal for the current year and the Club's Five year Plan will only be given once it has been reviewed and endorsed by the Governing Board. The Governing Board shall meet according to the agreed approvals cycle.

CLAUSE 15 PROHIBITION

Clause 15.1

No Committee Member or Convener shall receive or accept personal gain from their position in the Club.

Clause 15.2

No person who has been expelled from membership of the Club shall be permitted to enter the Club as a guest.

Clause 15.3

No gambling or illegal activities on the Club property.

CLAUSE 16 AMENDMENT OF CONSTITUTION

Clause 16.1 Alteration or Amendment

No alteration or amendment shall be made to the Constitution unless the proposed alteration or amendment is recommended by the majority of Committee Members, is subsequently approved by two-thirds of the total number of voting Members present at the time of a General Meeting, and receives final approval from the Governing Board. Alterations or amendments to the Constitution shall be submitted to the Registrar of Societies within 60 days from the date of their being duly approved by the Governing Board. Such alterations or amendments shall take effect from the date of approval by the Registrar of Societies.

Clause 16.2 Changes to Rules and Procedures

a) The Committee may make, amend or repeal such Rules and/or Procedures as it deems necessary.

b) The Manager/Secretary shall post on the Club Notice Board a copy of any changes as may be made by the Committee to the Club's Rules and/or Procedures or repeal thereof which shall become binding upon all Members and all other persons using the Club.

Clause 16.3 Complaints etc.

Complaints or suggestions or requests for clarification of the Club's Rules and/or Procedures must be made in writing and addressed to the Manager/Secretary or entered by Members using the means provided for the purpose. The Manager/Secretary shall refer such complaints, suggestions or requests to the Committee for review.

CLAUSE 17 DISSOLUTION

Clause 17.1

The Club may be voluntarily dissolved by a resolution of not less than three-fifths (3/5) of the total voting membership. Such resolution shall be obtained at a General Meeting convened for the purpose and subject to the approval of the Governing Board.

Clause 17.2

In the event of the Club being dissolved as provided for in 17.1 above, all debts and liabilities legally incurred on its behalf shall be fully discharged, and the remaining funds shall be disposed of in such manner as may be decided upon by General Meeting and approved by the Governing Board.

Clause 17.3

Notice of dissolution shall be given to the Registrar of Societies with fourteen (14) days of such dissolution.

CLAUSE 18 FLAG, LOGO AND BADGE

1. Flag



Description

The flag of the Club is rectangular in shape and the colours shall be red, white and blue. The emblem in the middle. A triangular corner at top left of the flag shall be red coloured while at opposite bottom right there shall be a blue triangular corner.

2. Logo



Description

The Club emblem shall be as depicted above, showing a centrally placed dark blue anchor semi-submerged in a light blue sea to indicate the boating nature of the Club. The letters PBC shall surround the anchor, these being the abbreviated form of the commonly known Club name.

3. Badge

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Description

-

CLAUSE 19 LIABILITIES

Clause 19.1

The Club shall not be liable in respect of the death or personal injury of any Member or their guest(s) arising in any way out of their membership of the Club or through their or their guest(s) use or enjoyment of the Club, its amenities, privileges or other facilities howsoever arising.

Clause 19.2

The Club shall not be liable for the loss of or damage to any articles or property whatsoever brought into the Club premises or grounds by a Member or their guest(s) or entrusted to an employee or officer of the Club.

CLAUSE 20 RECIPROCAL ARRANGEMENTS

The Committee shall have the power to agree reciprocal arrangements with other suitable clubs. Members so entitled who wish to take advantage of reciprocal arrangements must obtain an appropriate introduction letter from the Secretary beforehand.