



SEACARE SEAFARERS' CLUB CONSTITUTION

Amended as at May 2016



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1. NAME

This Club shall be known as the "Seacare Seafarers' Club (SSC)".

2. PLACE OF BUSINESS

Its place of business shall be at "52 Chin Swee Road Singapore 169875" or such other address as may subsequently be decided upon by the Committee and approved by the Registrar of Societies. The Club shall carry out its activities only in places and premises, which have the prior written approval from the relevant authorities, where necessary.

3. OBJECTS

The principal objects of the Club are:

- a) To promote the social, cultural and recreational well-being and welfare of the Club's members through interaction among themselves and with other seafarers;
- b) To sponsor and organise social, cultural and recreational activities for the benefit of the Club's members, other seafarers and their respective families;
- c) To lease, let, hire, buy, sell or otherwise acquire a clubhouse and to equip, maintain, furnish and manage the same with all suitable facilities, amenities, conveniences, activities and accommodation for the use and enjoyment of its members and their guests;
- d) To sponsor and organise membership activities by itself or jointly with other organisations or persons, on a commercial or other basis;
- e) To establish and maintain friendly relations and co-operation with other societies and organisations, locally and internationally, which have compatible objects and interests; and
- f) In furtherance of the above objects, the Club may:
 - (i) Arrange and conduct lectures, talks, seminars, meetings, discussions, workshops, conferences and other educational events in the Club's premises or other premises in Singapore or overseas;
 - (ii) Arrange and conduct matches, tournaments, competitions and other events of sports and games that are of benefit to its members and of interest to the international seafaring community;
 - (iii) Arrange, organise and exchange goodwill visits between its members and the members of foreign seafarers' club or other organisations, locally or overseas;

- (iv) Enter into a contract or sub-contract of employment or agency with another organisation or any person from time to time for the provision of goods and/or services in connection with the Club's activities or any of them; and
- (v) Do all such other things as are necessary, incidental or conducive to the attainment of the objects and the management of the Club.

4. MEMBERSHIP QUALIFICATIONS AND RIGHTS

4.1 The Club shall consist of the following categories of members:

- (a) Founder Member;
- (b) Ordinary Members;
- (c) Associate Members; and
- (d) Corporate Members

The Management Committee shall have the power to restrict or limit the number of members in any or all categories of membership of the Club whenever the Management Committee shall deem necessary.

The Management Committee may from time to time divide a category of members into such sub-categories and impose such fees as may be prescribed from time to time, accord such privileges and impose such restrictions on the members within such sub-categories, as it deems appropriate.

4.2 The Founder Member shall be the Seacare Co-operative Ltd (Seacare) and shall be entitled through its duly authorised representative to attend, speak and vote at a General Meeting of members and to hold any office in the Club.

4.3 Ordinary Membership is open to:

- (a) The ordinary members of the Seacare;
- (b) All Singapore Organisation of Seamen (SOS) members who are not ordinary members of Seacare as such; provided that endorsement by the SOS Executive Committee is a prerequisite for enrolment in the Club

Ordinary Members shall have the right to attend, speak and vote at a General Meeting of members and to hold office in the Club, except as otherwise stated in this constitution. It shall be incumbent on all ordinary members who are not domiciled in Singapore to register their Singapore address with the Club whenever they are for the time being resident in Singapore for whatever purpose.

4.4 Associate Membership is open to:

- (a) All SOS members who are not ordinary members of Seacare and who have not been endorsed by SOS Executive Committee for enrolment as the Club's ordinary members under Rule 4.3(b).
- (b) Foreign seafarers residing in or visiting Singapore; and
- (c) All adult persons in the families of the Club's ordinary and associate members, if they are residing in Singapore, and such other persons as the Management Committee deems to have the same interests as the Club's members

Associate Members may participate in such membership privileges and activities as the Management Committee may approve but shall not have the right to attend, speak and vote at a General Meeting of members or to hold office in the Club.

4.5 Corporate Membership is open to any Firm, Company, Co-operative, body corporate or such other entities as the Management Committee may from time to time decide.

- (a) Each Corporate Member shall nominate such number of its members/employees as the Management Committee may determine from time to time, as corporate nominee(s).
- (b) A Corporate Member may by notice in writing, terminate the nomination of any nominee and pay a transfer fee of such sum as the Management Committee may determine from time to time, and nominate another qualified member/employee as a replacement nominee.
- (c) Subject to the sole discretion of the Management Committee and such terms as prescribed by the Management Committee, a Corporate Member may be permitted to have its officers, employees or members use the facilities of the Club as guests, provided that at any one time, the total number of such guests from the Corporate Member using the Club facilities shall not exceed the total number permitted by the Management Committee. The Corporate Member shall be responsible for any breach of this Constitution and any of the regulations of the Management Committee by such guests.
- (d) Each Corporate Member shall be responsible for the conduct and behaviour of its nominees and guests and be liable for the payment of all entrance fees, subscription fees, transfer fees if applicable, and any other monies due on the accounts of its nominees and guests and in respect of its membership.
- (e) Corporate Members may participate in such membership privileges and activities as the Management Committee may approve but shall not have the right to attend, speak and vote at a General Meeting of members or to hold office in the Club.

4.6 Members shall be required to produce, on demand, their membership cards, if any are issued to them, or their identity cards or passports for the purpose of identification and/or participation in membership privileges or activities.

4.7 Membership shall cease upon:

- (a) For all members, expulsion from the Club by the Management Committee; or

- (b) For all members, failure to pay membership fees within the prescribed period; or
- (c) For the Founder Member, its dissolution from whatever cause; or
- (d) For all Ordinary and Associate Members, their death or valid resignation; or
- (e) For all Ordinary and Associate Members, their cessation of membership of the Founder Member or SOS from whatever cause, as the case may be; or
- (f) For all persons who have been accepted as Associate Members by virtue of being adult members of families of Ordinary or Associate Members of the Club upon the cessation of the latter's membership or associateship from whatever cause; or
- (g) For all Corporate Members, failure to pay membership fees within the prescribed period or its dissolution from whatever cause.

5. Admission and Registration of Members

5.1 Procedure for admission of members shall be as follows:

- (a) Seacare shall be deemed to have been admitted to the membership of the Club upon its registration. Upon the due completion and submission of the prescribed membership form, Seacare shall be enrolled by Management Committee as the Founder Member with effect from the date of registration of the Club.
- (b) Applicants for ordinary or associate membership shall complete the prescribed membership forms and submit the same to the Secretary of the Club for approval by the Management Committee; provided that Seacare and the SOS may respectively apply for and on behalf of groups of its members and/or associates, as the case may be, by submitting lists of their names and other prescribed particulars and paying on their behalf their respective membership fees.
- (c) Applicants for Corporate membership shall complete the prescribed membership form and submit the same to the Secretary of the Club for approval by the Management Committee.

5.2 The Management Committee shall have power to approve or reject an application without assigning any reason for its decision, provided that an appeal may be made to the Trustees whose decision shall be final.

5.3 The Management Committee may delegate to the Secretary of the Club or such other person as the Management Committee may so authorise from time to time the power to approve honorary membership or temporary associateship for a period of not more than two weeks for visiting foreign seafarers and Seacare Hotel guests. The visiting foreign seafarers are to be accorded this privilege only if Singapore seafarers are accorded reciprocal treatment in the ports of the respective foreign countries.

- 5.4 A copy of the Constitution shall be furnished to every approved Member upon payment of the membership fee. Every approved Member upon payment of the membership fee shall be given a password to enable the Member to refer to the Constitution of the Club which will be posted on the Club's website.

6. MEMBERSHIP FEES, DUES AND PRIVILEGES

- 6.1 The Founder Member is required to pay such fee or contribute such sum of money each year as the Management Committee deems fit in its absolute discretion.
- 6.2 Ordinary Members are required to pay such fees as the Management Committee deems fit in its absolute discretion, except Ordinary Members sponsored by Seacare or SOS shall have their fees paid on their behalf by Seacare or SOS, respectively.
- 6.3 Associate Members are required to pay such fees as the Management Committee deems fit in its absolute discretion, except Associate Members sponsored by SOS or Seacare shall have their fees paid on their behalf by SOS or Seacare. Honorary and temporary associate members shall not be required to pay any membership fee.
- 6.4 Corporate Members are required to pay such fees as the Management Committee deems fit in its absolute discretion.
- 6.5 Any additional funds required for special purposes may only be raised with the consent of the General Meeting of the Members from either the members themselves or by way of a donation from SOS as a sponsor of many of the members.
- 6.6 Membership privileges regarding guests are as follows:
- (a) The Founder member shall be entitled to introduce any number of persons as guests of the Club.
 - (b) Ordinary and Associate Members may introduce their family members as guests of the Club.
 - (c) The Management Committee may at any time permanently or temporarily withdraw, restrict or curtail the guest privileges of all members or a particular member or bar any guest from participating in the privileges and activities of the Club, as the Management Committee may decide in its absolute discretion.
- 6.7 There will be no refund of membership fee in the case of early termination/cessation of membership.

7. SUPREME AUTHORITY AND GENERAL MEETING

- 7.1 The supreme authority of the Club is vested in a General Meeting of the Members presided over by the Chairman.
- 7.2 An Annual General Meeting shall be held in June.
- 7.3 At other times, an Extraordinary General Meeting must be called by the Chairman on the request in writing of not less than 25% of the total voting membership or 30 voting members, whichever is the lesser, and may be called at anytime by order of the Committee. The notice in writing shall be given to the Secretary setting forth the business that is to be transacted. The Extraordinary General Meeting shall be convened within 2 months from receiving this request to convene the Extraordinary General Meeting.
- 7.4 If the Committee does not within 2 months after the date of the receipt of the written request proceed to convene an Extraordinary General Meeting, the members who requested for the Extraordinary General Meeting shall convene the Extraordinary General Meeting by giving 10 days' notice to voting members setting forth the business to be transacted.
- 7.5 At least 2 weeks' notice shall be given of an Annual General Meeting and at least 10 days' notice of an Extraordinary General Meeting.

Notice of meeting shall be deemed to have been duly given to and received by all members of the Club as follows:

- (a) If a notice of meeting together with agenda is sent to all members of the Club at their last known residential or postal address as shown in the records of the Club; or
- (b) If a notice of meeting together with agenda is prominently displayed at the Club's office, in-house publication or website which is available or accessible to members
- 7.6 Unless otherwise stated in this Constitution, voting by proxy is not allowed at all General Meetings.
- 7.7 The following points will be considered at the Annual General Meeting:
- (a) The previous financial year's account and annual report of the Committee.
- (b) Where applicable, the election of office-bearers and Honorary Auditors for the following term.
- 7.8 Any member who wishes to place an item on the agenda of a General Meeting may do so provided he gives notice to the Secretary one week before the meeting is due to be held.
- 7.9 At least 20% of the total voting membership or 30 voting members, whichever is the lesser, present at a General Meeting shall form a quorum. Proxies shall not be constituted as part of the quorum.
- 7.10 In the event of there being no quorum at the commencement of a General Meeting, 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, but they shall have no power to amend any provisions of the existing Constitution.

8. MANAGEMENT AND COMMITTEE

8.1 The administration of the Club shall be entrusted to a Committee consisting of the following:

- A Chairman
- A Deputy Chairman
- A Secretary
- An Assistant Secretary
- A Treasurer
- An Assistant Treasurer
- Ordinary Committee Members

8.2 (a) The Founder Member shall at the Annual General Meeting appoint eight (8) members of the Management Committee, of whom one shall be the Chairman of the Management Committee. The in-coming Chairman shall take over the conduct of the meeting as soon as he has been so appointed.

(b) The Ordinary Members shall elect the other three (3) members of the Management Committee. Every election candidate must have a proposer and a seconder who are Ordinary Members in good standing. The first three candidates in terms of the number of votes shall be elected. If there is a tie for the third place, the candidate with the highest number of votes in the re-election shall be the winner. If there are only three or fewer candidates, all the candidates shall be deemed to be duly elected. The vacant seats may be later filled by co-option.

(d) All Members of the Management Committee must be Ordinary Members at least 21 years old and in good standing, unless they are representative(s) of the Founder member.

(e) In this rule, "in good standing" means to be not in any arrears of membership subscription and not to have been suspended from membership as at the relevant date or the relevant period of time.

8.3 (a) The eight (8) appointed and three (3) elected Management Committee Members shall, either during a brief adjournment of or immediately after the meeting, meet to elect from among themselves the office-bearers of the Club other than the Chairman.

(b) All the retiring office-bearers shall be eligible for re-election to the same or related post, for a consecutive term of office, which is two years, except that the retiring Treasurer and Assistant Treasurer shall not consecutively hold the same or related post.

- 8.4 Election will be by a show of hands unless the majority of members, present and voting, request for a secret ballot.
- 8.5 A Committee Meeting shall be held at least once every 3 months after seven days' notice to Committee Members. The Chairman may call a Committee Meeting at any time by giving five days' notice. At least 1/2 of the Committee Members must be present for its proceedings to be valid.
- 8.6 A Committee member who absents himself from three consecutive meetings without excuse or reason that is acceptable to the Committee shall be deemed to have vacated the Committee. The Committee may co-opt any Ordinary Member to fill any vacancy arising from such cause or any other cause for the remaining term of office, provided that any vacancy or co-option shall be notified to the Registrar within two weeks.
- 8.7 The duty of the Committee is to organise and supervise the daily activities of the Club. The Committee may not act contrary to the expressed wishes of the General Meeting without prior reference to it and always remains subordinate to the General Meetings.
- 8.8 The Committee has power to authorise the expenditure of a sum not exceeding S\$100,000.00 per month from the Club's funds for the Club's purposes.

9. DUTIES OF OFFICE-BEARERS

- 9.1 The Chairman shall chair all General and Management Committee meetings. He shall also represent the Club in its dealings with outside persons.
- 9.2 The Deputy Chairman shall assist the Chairman and deputise for him in his absence.
- 9.3 (i) The Secretary of the Management Committee shall be responsible to the Committee for the general and overall administration, management of the Club's clubhouses, branches and other facilities and all other business or undertaking carried out or performed by the Club. He shall keep all records, except financial, of the Club's business and shall be responsible for their correctness. He shall maintain an up-to-date Register of Membership. He shall record or cause to be recorded the minutes of all General meetings and Management Committee meetings.
- (ii) He shall be responsible for ensuring all vouchers for payment by the Club are duly signed by him or a person duly authorised.
- (iii) He shall be authorised to incur an expenditure of up to a maximum of \$2,000/- (Dollars Two Thousand Only) at any one time or in respect of one and the same item or transaction or such higher sum as the Management Committee may stipulate on behalf of the Club for the purposes of the Club's business and other business or undertaking of the Club.

The respective limit of the expenditure shall not apply to such payments previously approved by the Management Committee or a General Meeting of Members, in respect of annually or monthly recurrent items of administrative expenditure which includes the payment of officers and employees salaries, allowance, and expenses and the payment of expenses for the administrations of the Club such as rental, utilities, auditing and maintenance fees.

- 9.4 (i) The Treasurer shall keep all funds and collect all moneys on behalf of the Club and shall keep an account of all monetary transactions and shall be responsible for their correctness. He will not keep more than \$1,000/- (dollars One Thousand Only) in the form of cash or such higher sum as the Management Committee may from time to time stipulate and money in excess of this sum will be deposited as soon as possible in the name of the Club in such bank or banks approved by the Management Committee.
- (ii) He shall be responsible for ensuring all cheques and other forms of withdrawal of the Club's money from a bank or banks are jointly signed as follows:
- (a) The Chairman or, in his absence, the Deputy Chairman, and
 - (b) The Secretary or, in his absence, a person duly authorised by the Management Committee; and
 - (c) The Treasurer or, in his absence, a person duly authorised by the Management Committee.

Provided that the Management Committee may in its absolute discretion determine that instead of three signatories, for any transaction not exceeding a certain limit to be stipulated by the Management Committee from time to time, any of the above 2 signatories signing jointly would suffice.

- (iii) The Treasurer shall be responsible for ensuring all payments to the Club, other than payments under cashless arrangements, are acknowledged by official receipts and or such other appropriate receipts duly signed by him or a person duly authorised by him.
- 9.5 The other office-bearers shall have such duties as are assigned to them by the Management Committee when appointing them and as may be delegated to them by the principal office-bearers of the Club. The duties of these other office-bearers shall be posted on the Club's notice-board(s) for the information of members as soon as they have been so assigned or delegated.
- 9.6 The Ordinary Committee Members shall generally assist the Management Committee in its deliberations on any matter.

10. AUDIT AND FINANCIAL YEAR

- 10.1 Two voting members, not being members of the Committee, shall be elected as Honorary Auditors at alternate Annual General Meeting and will hold office for a term of 2 years only and shall not be re-elected for a consecutive term. The accounts of the Club shall be audited by a firm of Certified

Public Accountants if the gross income or expenditure of the Club exceeds \$500,000 in that financial year, in accordance with Section 4 of the Societies Regulations.

10.2 They:

- (a) Will be required to audit each year's accounts and present a report upon them to the Annual General Meeting.
- (b) May be required by the Chairman to audit the Club's accounts for any period within their tenure of office at any date and make a report to the Committee.

10.3 The financial year shall be from 1 April to 31 March.

11. TRUSTEES

11.1 If the Club at any time acquires any immovable property, such property shall be vested in trustees subject to a declaration of trust.

11.2 The trustees of the Club shall:

- (a) Not be more than 4 and not less than 2 in numbers.
- (b) Be appointed by the Founder Member and endorsed by a General Meeting of Members.
- (c) Not effect any sale or mortgage of property without the prior approval of the General Meeting of members.

11.3 The office of the trustee shall be vacated:

- (a) If the trustee dies or becomes a lunatic or of unsound mind.
- (b) If he is absent from the Republic of Singapore for a period of more than one year.
- (c) If he is guilty of misconduct of such a kind as to render it undesirable that he continues as a trustee.
- (d) If he submits notice of resignation from his trusteeship.

11.4 Notice of any proposal to remove a trustee from his trusteeship or to appoint a new trustee to fill a vacancy must be given by posting it on the notice board in the Club's premises at least two weeks before the General Meeting at which the proposal is to be discussed. The result of such General Meeting shall then be notified to the Registrar of Societies.

11.5 The address of each immovable properties, name of each trustee and any subsequent change must be notified to the Registrar of Societies.

12. VISITORS AND GUESTS

Visitors and guests may be admitted into the premises of the Club but they shall not be entitled to the membership privileges of the Club. All visitors and guests shall abide by the Club's rules and regulations.

13. PROHIBITIONS

- 13.1 i) Gambling of any kind, excluding the promotion or conduct of a private lottery which has been permitted under the Private Lotteries Act Cap 250, is forbidden on the Club's premises.
- ii) The introduction of materials for gambling or drug taking and of bad characters into the premises of the Club's clubhouses, branches or other facilities or premises is prohibited.
- iii) Nothing in Rule 13.1(i) shall be construed to mean the approval or license of a competent authority as required under any law or regulation may be dispensed with. Subject to this provision and notwithstanding Rule 13(i) and (ii), the Management Committee may approve gaming on fruit and jackpot machines on the Club's premises but strictly in accordance with the licensing requirements of the competent authority.
- 13.2 The funds of the Club shall not be used to pay the fines of members who have been convicted in court of law.
- 13.3 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.
- 13.4 The Club shall not attempt to restrict or interfere with trade or make directly or indirectly any recommendation to, any arrangement with its members which has the purpose or is likely to have the effect of fixing or controlling the price or any discounts, allowance or rebate relating to any goods or service which adversely affect consumer interests.
- 13.5 The Club shall not indulge in any political activity or allow its funds and/or premises to be used for political purposes.
- 13.6 The Club shall not hold any lottery, whether confined to its members or not, in the name of the Club or its office-bearers, Committee or members unless with the prior approval of the relevant authorities.
- 13.7 The Club shall not raise funds from the public for whatever purposes without the prior approval in writing of the Assistant Director Operations, Licensing Division, Singapore Police Force and other relevant authorities.
- 13.8 The Club shall not engage in activities outside Singapore which are not in accordance with the laws of the foreign country.

- 13.9 The income and property of the Club whensoever derived shall be applied towards the promotion of the objects of the Club as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or bonus or otherwise howsoever by way of profit to the persons who at any time are or have been members of the Club or to any of them or to any person claiming through any of them.

14. AMENDMENTS TO CONSTITUTION

No alterations or additions/deletions to this Constitution shall be made except at a General Meeting and with the consent of two-thirds of the voting members present at the general Meeting, and they shall not come into force without prior sanction of the Registrar of Societies.

15. INTERPRETATION

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

16. DISPUTES

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

17. DISSOLUTION

- 17.1 The Club shall not be dissolved, except with the consent jointly of the Founder member and not less than 3/5 of the Ordinary members who are either domiciled or for the time being are residing in Singapore and who are present and voting in person at a General Meeting convened for the purpose.
- 17.2 In the event of the Club being dissolved as provided above, all debts and liabilities legally incurred on behalf of the Club shall be fully discharged, and the remaining funds will be donated to such approved charity or charities in Singapore or otherwise disposed of in such manner as the General Meeting of members may determine .
- 17.3 A Certificate of Dissolution shall be given within seven days of the dissolution to the Registrar of Societies.