



THE AMERICAN CLUB
Singapore

BYLAWS OF
THE AMERICAN CLUB

(Updated November 2011)

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INTRODUCTION

As provided in the Constitution of The American Club, the General Committee has adopted these Bylaws to govern the conduct of all users of the facilities of The Club and to stipulate the rules associated with being a Member of The Club. These Bylaws are subject to and are intended to be consistent with the Constitution and may be amended or repealed by the General Committee from time to time. Members violating these Bylaws will be subject to sanctions imposed by the Disciplinary Committee (see Bylaw 2.15: "Bylaw Infractions; Disciplinary Committee"). In these Bylaws, the term "Member" includes the spouse and minor children of a Member unless the context indicates otherwise.

Bylaw Amendment Procedure. In accordance with Article 18 (b) of the Constitution, the Bylaws may be amended or repealed by the General Committee. No vote should be taken on any proposal for amendment of these Bylaws at the first meeting where such proposal is mentioned.

CHAPTER 1: ACCESS TO AND USE OF THE CLUB

1.1 Hours of Operation

The General Manager, in consultation with the General Committee, determines the hours that Club facilities are open for the use of Members. The opening and closing times of each facility are set forth in the Directory of Services included at the end of these Bylaws and will be communicated to the Members through The Club's monthly magazine, notice boards and/or email correspondence. Changes in hours of operation, including temporary changes during holidays, will be communicated in the same manner.

1.2 Membership Cards

1.2.1 Cards Required. Current valid membership cards are required for admission to The Club and for use of facilities. Members should carry membership cards when on Club premises and show the card when an employee requests them to do so.

(a) New Member Orientation. Upon joining The Club, temporary cards are issued to the Member, spouse, and children (12 to 21 years of age) who apply for junior membership. To receive regular cards, the Member and/or spouse should attend an orientation program within 60 days of the joining date. Failure to do so will incur penalties as specified by the General Manager.

1.2.2 Cards Non-Transferable. Membership cards are not transferable. Membership cards remain the property of The Club and should be surrendered to the Membership Office when a Member resigns from The Club or his or her membership is otherwise terminated or expires or when he or she elects Absent Status.

1.2.3 Spouses' and Children's Cards. Spouses of Members and children of Members who are between 12 and 21 years of age are entitled to membership cards upon application of the Member. Evidence establishing relationship to the Member should be provided at the time of application. All charges on a spouse's or child's card are billed to the Member, who is responsible for payment. The provisions of Bylaws 1.2.1, 1.2.2, and 1.2.4 apply to membership cards of spouses and children of Members.

1.2.4 Replacement Cards. The cost of replacing membership cards that have been lost or defaced is shown on the Schedule of Fees included at the end of these Bylaws.

1.2.5 Day Passes. Members, spouses of Members, and children of Members who have Club cards and come to The Club without their cards may obtain day passes from the Concierge Desk. A day pass will be issued upon presentation of photo identification. A maximum of one-day pass will be issued per person, per day. Day passes are not transferable. The charges for a day pass are set forth in the Schedule of Fees. A day pass will not be issued if there is a suspension of charging privileges as specified in the Membership Management System.

1.3 Guests

1.3.1 General. Members may introduce non-members as guests at The Club in accordance with the Constitution and Bylaws. Guests should remain in the company of the sponsoring Member while on The Club premises. The General Manager has the authority to limit non-member access or specify non-member times for events, outlets, and general areas.

1.3.2 Residents of Singapore. In general, a resident of Singapore who is accompanied by a Member may be introduced as a guest once per month and on special occasions as determined by the General Committee. (See Article 16 of the Constitution for details regarding non-residents, reciprocal clubs, and restrictions.)

1.3.3 Unmarried Members' Allowance. Any unmarried Member of The Club over 18 years of age may introduce one person as a guest to The Club without restriction as to the number of visits per month.

1.3.4 Youth Guests. Youths under 18 years of age to whom Club cards have been issued may introduce two guests at a time. Youths between 18 and 21 years of age may introduce non-member guests in accordance with the Constitution and Bylaws. Guest privileges for youths between 12 and 21 years of age may include residents of Singapore, provided that no Singapore resident be introduced as a guest more than once per month, except as provided in Bylaw 1.3.3.

1.3.5 No Guests for Children. Children under 12 years of age may not introduce guests to The Club. A child under 12 years of age may be the guest of an adult Member or a Junior Member subject to the Bylaw 1.3.1 regarding the frequency of Singapore residents as guests.

1.3.6 Reciprocal Members. Members in good standing of clubs with which The Club maintains reciprocal relationships may, upon appropriate identification, be admitted as guests of The Club for up to three visits to Singapore in a calendar year not exceeding 30 days each. Persons residing in Singapore are not eligible for reciprocal privileges based upon their membership in any club located outside Singapore. Management has the option to deny Reciprocal Club Members for reasons as specified by the General Manager.

1.3.7 Limited Reciprocal Arrangements. The General Committee may from time to time authorize limited reciprocal arrangements with other clubs in Singapore in which members of such clubs may enjoy limited guest privileges at The Club, notwithstanding any limitation contained in Bylaw 1.3.2.

1.3.8 Military Personnel. Active duty U.S. Military Personnel (rank E-7 and higher) who are visiting Singapore may be admitted as guests of The Club upon display of a military identification card. Management may deny Military Personnel for reasons as specified by the General Manager.

1.3.9 Sign-in Required. Each non-member, including amahs, upon entering The Club premises as a guest, should be registered in the guest register by the Member introducing such guest. Visiting Reciprocal Club Members and eligible Military Personnel may be registered by the Duty Manager or Receptionist.

1.3.10 Members Liable for Guests. Members and parents of youths introducing guests are liable for all debts and actions of the guests at The Club.

1.3.11 Discretion as to Guests. Members should use discretion in ensuring that their guests are presentable and are responsible for the conduct of their guests while on Club premises; and Member failing to do so may be subject to action of the Disciplinary Committee. Members may not, without the express consent of the Club's General Manager, bring: i) Members whose accounts are suspended; or ii) Individuals whose membership was terminated by The Club; to The Club as guests.

1.4 Youth and Children

1.4.1 Members Responsible. Members are personally and financially responsible for the conduct of their children at all times.

1.4.2 Restrictions. Persons under 12 years of age are not permitted on The Club premises except when accompanied by a supervising adult or when attending The Club's camp programs. Children under 18 years of age are not permitted above the ground floor level of the main Clubhouse unless properly attired and for the purpose of dining or attending functions to which children are invited. The General Manager may implement other policies on Junior Member (under 21) usage from time to time.

1.4.3 Children in Restaurants. Children under 18 years of age may be accompanied by and seated with an adult at the same table in The 2nd Floor Restaurant within the guidelines of Bylaw 1.4.4. Adults are responsible for the behavior of their children as consistent with the decorum of the restaurants.

1.4.4 The 2nd Floor Restaurant, Lounge and Al Fresco. Children under 12 years of age are only permitted in The 2nd Floor Restaurant from 11:30 a.m. - 8:00 p.m. on Saturdays, Sundays, and Public Holidays. Children under 12 years of age are not permitted on The 2nd Floor for lunch on Monday through Friday. Children under 12 years of age are permitted Monday through Friday for dinner, but must be seated between 5:30 p.m. - 6:30 p.m. and must vacate the restaurant by 8:00 p.m.

1.4.5 Holidays. Usage of The 2nd Floor Restaurant by children under 12 years of age on American, Canadian, and Singaporean holidays is at the discretion of the General Manager.

1.4.6 Illness. Members should not be on Club premises if they suspect that they or any member of their family have a contagious illness or disease. They should not return to The Club until free of such symptoms for at least 24 hours. A Senior Manager or Duty Manager will inform the Member or parents to leave The Club if this situation is suspected.

1.4.7 No Alcohol. In accordance with the laws of Singapore, no person under 18 years of age is permitted to consume any alcoholic beverage on Club premises. Any Member who supplies an alcoholic beverage to a person under 18 years of age on the premises of The Club is violating the intent of this Bylaw and may be subject to disciplinary action by the Disciplinary Committee. Members' sons and daughters between

18 and 21 years of age may produce a valid membership card and a picture ID satisfactory to The Club staff prior to ordering alcoholic beverages. Persons under 18 years of age are not permitted in The Club's bars and lounges.

1.4.8 Jackpot Room. No person under 18 years of age may enter the Jackpot Room. Any person who violates this Bylaw will be subject to Disciplinary Committee sanction. Parents or supervising adults who permit a person under 18 years of age to enter the Jackpot Room are contravening this Bylaw and will be subject to Disciplinary Committee sanction.

1.4.9 Children's Discipline. If a child repeatedly behaves in a manner that is inappropriate or detrimental to himself, herself, other children, or staff, the General Manager or Duty Manager will inform the child's parents. If the objectionable behavior continues, the General Manager and/or Duty Manager may refer the adult Member to the Disciplinary Committee.

1.4.10 Youth Code of Conduct. All children of Members applying for a junior membership card are required to read, sign, and submit to the General Manager the following Youth Code of Conduct:

The American Club Youth Code of Conduct

I recognize my use of The American Club ("The Club") facilities is a privilege and not a right. Similar to The Club "rules" that my Parent/Guardian accepted with their application for membership, I accept and agree to the following personal responsibilities while on The Club premises.

- 1) I will abide by all Club Bylaws and House Rules.
- 2) I will treat all Club Members, guests, and staff politely and with respect at all times.
- 3) I will treat the property and premises of The Club with respect. I recognize I will be held responsible for any damages.
- 4) I will behave properly and safely and dress appropriately at all times in all areas of The Club.
- 5) I understand that it is a privilege for me to bring guests to The Club and not a right. Note: Junior Members 12 to 18 years of age: I will bring only two guests at a time. Junior Members 18 to 21 years of age: I may introduce guests in accordance with the Constitution and Bylaws.
- 6) I will accept responsibility for my guests' behavior. I understand my guest privileges may be revoked if my guests or I misbehave.
- 7) I will use the lobby, entrances, and all stairways only for their intended purposes, not as places to loiter ("hang-out") or as play areas.
- 8) I will leave "nuisance items" (as determined by Management and/or the General Committee) at home and not bring them into The Club. If caught using such items, they may be immediately confiscated, and I may be referred to the Disciplinary Committee.
- 9) I will not bring food or drinks from outside vendors onto The Club premises.
- 10) I will refrain from inappropriate "public displays of affection."

- 11) I will refrain from illegal activities while on The Club premises, including but not limited to smoking, drinking (alcohol), using or possessing illegal drugs, weapons, etc.

I will use common sense and my best judgement at all times. When in doubt about what may be appropriate and acceptable, I will ask a staff member or responsible adult for advice. I understand the above items are intended as a general guideline and are not an exhaustive list of what is acceptable conduct while on The Club premises.

I understand my responsibilities under the Youth Code of Conduct. I agree to follow these guidelines in their entirety. I also understand my privileges are linked to my Parent /Guardian’s membership, and depending on the frequency and/or severity of the offense, the following consequences may result:

- I may be reprimanded for unacceptable behavior.
- I may be given a verbal or written warning, and my Parent/Guardian may be notified.
- I may be asked to leave The Club premises for the remainder of the day.
- My American Club Youth Card may be revoked temporarily or permanently.
- Some or all of my privileges may be suspended or revoked.
- My Parent/Guardian may be brought before The Club’s Disciplinary Committee.

Name of Youth Signature Date

Name of Parent/Guardian Signature Date

1.5 Amahs

1.5.1 Access by Amahs. Household domestic employees of Members, or “amahs,” must be signed in by and remain in the presence of the sponsoring Member at all times when on Club premises. However, amahs may be present on Club premises without the sponsoring Member in the following cases, provided that (i) the sponsoring Member has filed written approval with the General Manager; (ii) the General Manager has countersigned such approval; and (iii) the domestic employee carries a copy of such approval and a valid ID with photograph.

(a) Club Sponsored Classes and Supervised Programs. Amahs will be allowed to deliver children to and pick them up from Club sponsored classes and supervised programs and events at The Club under guidelines established by the General Manager but may not attend such classes or supervised programs or events. Amahs may remain on Club premises during such classes or supervised programs or events only in an area designated by the General Manager for such purpose. Domestic employees cannot purchase food or beverage or sign on behalf of Members. Amahs should sign in and out at the Concierge Desk whenever they are in The Club for sponsored classes.

(b) The Zone Poolside and The Zone Chillout area. Upon authorization by the Member, amahs are permitted to remain in The Zone Poolside or The Zone Chillout area without being in the physical presence of their employer-Member while children under their care are participating in The Zone Poolside or The Zone Chillout area activities. Standard The Zone Poolside charges apply, even if the amah is present. The Member must remain in The Club at all times and the amah may not participate in classes, supervised programs or events (i.e. their physical presence is permitted but their participation is not). Only a Member may sign in a child to the The Zone Poolside or The Zone Chillout area.

1.5.2 Compliance with Bylaws; Member Responsible. While on Club premises, amahs should comply with all restrictions of the Bylaws and Club policies applicable to guests of The Club. If an amah violates any of these Bylaws or causes any damage or injury while on Club premises, the sponsoring Member will be responsible and will bear any related expenses. The Disciplinary Committee is authorized to sanction any Member who fails to supervise properly his or her amah on Club premises.

1.6 Private Instructors and Coaches

Members are not permitted to bring into The Club professional coaches to provide instruction for sports and recreational activities. Only instructors and coaches who have been contracted through the Fitness and Leisure Department are eligible to conduct lessons at The Club. This restriction also applies to special events hosted by Members at The Club.

1.7 Restrictions on Access

1.7.1 Restricted Areas. No Member or guest may enter the kitchens, storerooms, service areas, or other non-public areas of The Club except with consent of the General Manager or Duty Manager.

1.7.2 Vacating Premises at Closing. Members and their guests should vacate The Club premises at closing time. If any Member or guest remains on Club premises after closing time and after having been requested by Club employees to depart, the Member (or the Member responsible for the guest), in addition to any sanction imposed by The Club's Disciplinary Committee, will be liable for all expenses The Club incurs as a result thereof, including without limitation all related overtime pay for Club staff. The General Committee, upon the recommendation of the Disciplinary Committee, will determine the amount of any such assessment.

1.7.3 Temporary Closure of Facilities. The General Manager may close any and all rooms or facilities of The Club for maintenance, security, or such other purposes, as the General Manager deems necessary or in the best interests of The Club. Members will be appropriately advised of any such closure.

1.8 Function Rooms

By prior arrangement with the General Manager, Members may reserve for private use The Club's function rooms and such other Club facilities as the General Manager in his or her discretion determines, having given due consideration to the demands upon such facilities for Member use. The General Manager may at his or her discretion make an extra charge to Members and their guests for the private use of The Club's function rooms or other facilities. Members reserving facilities for private use should provide to the General Manager in advance a list of all non-members who will attend such function.

1.9 Payment

1.9.1 Payment. Members' Club cards are accepted for payment at all Club outlets. Members should pay for goods and services at The Club by charging to their Club cards, by cash coupons, or where permitted by these Bylaws, by approved credit cards as listed in Bylaw 1.9.4. Cash should not be offered or accepted as payment for any goods or services at The Club.

1.9.2 Cash Coupons and Credit Cards. Cash coupons, which are not transferable, are available at the Concierge Desk and may be purchased for cash or charged to an approved credit card. The following persons may use approved credit cards or cash coupons to pay for goods and services at The Club:

- (a) Members who have valid membership cards and whose billing accounts are in the process of being closed because the Member is terminating his or her membership;
- (b) Visiting Members (including Absent Members), upon displaying a valid visiting membership card;
- (c) Visiting Reciprocal Club Members upon appropriate identification; and
- (d) Visiting active duty U.S. Military Personnel (rank E-7 and higher), upon display of a military identification card.

1.9.3 Change and Refund. Refunds of unused cash coupons are available at the Concierge Desk within six months of the date of purchase. Change is not given when purchases of goods and services do not meet the exact amount of a coupon.

1.9.4 Credit Cards. The following credit cards are approved for use at The Club in accordance with these Bylaws: Visa, MasterCard, and American Express. The General Manager may from time to time approve other credit cards for use.

1.10 Club Not Liable for Personal Injury or Damage/Loss of Property

All persons using The Club or any of its facilities do so at their own risk. The Club has no responsibility or liability for any injury or fatality to Members, their guests, or family members or for any damage to or loss of property.

1.11 Lost Property

Members who leave articles of clothing or personal property in any part of The Club premises do so at their own risk. A lost and found service is at the Aquatics Counter for non-valuable items and at the Concierge Desk for valuable items. Items turned in to the lost and found section will be retained for a reasonable period of time, to be determined by the General Manager, and may be claimed by any person providing a reasonable description of the lost item. The Club is not responsible for the return of property to any Member or in the event that a person other than the proper owner of an item claims and obtains it. Unclaimed items will be disposed of at the discretion of the General Manager.

CHAPTER 2: RULES OF CONDUCT

2.1 Standard of Conduct

Members should at all times conduct themselves and ensure that their guests, family members and amahs/drivers conduct themselves in a manner that is courteous and respectful of the rights of other Members and their guests and families to enjoy The Club and that is respectful of the dignity of staff members. No Member may, while on Club premises, engage in rude behavior or offensive language toward Members, guests, or staff.

2.2 Complaints and Suggestions

2.2.1 Report to General Manager. Complaints or violations of these Bylaws by Club Members, guests, or employees should be reported to the General Manager or Duty Manager immediately.

2.2.2 Procedure for Complaints, Suggestions. Any Member with a suggestion or complaint concerning any employee or any aspect of Club operations or policy may direct his or her comments to the General Manager, Duty Manager, or General Committee, preferably in writing. Suggestion boxes are located throughout The Club premises for this purpose. Members wishing to file complaints with or make suggestions to the General Manager may obtain forms for this purpose at the suggestion boxes or from the Concierge Desk.

2.3 Club Property

2.3.1 Removal. No Member or guest may remove from Club premises any property of The Club or of its employees, vendors, or agents except with consent of the General Manager.

2.3.2 Loss or Damage. Any Member or guest who causes loss of or damage to any property of The Club is subject to an assessment of all costs resulting from such loss or damage (including any costs incurred in repairing or replacing such property). Any such assessment will be determined by the General Committee upon the recommendation of the Disciplinary Committee, in addition to any other sanctions imposed by the Disciplinary Committee as a result of such damage. Members will be held financially responsible for any loss or damage caused by their guests.

2.4 Tipping

2.4.1 Gratuities. No Member or guest may offer or give a tip or other gift to any employee of The Club.

2.4.2 Holiday Fund. The Club will include in each Member's bill once each year a form by which the Member may elect to contribute to The Club staff holiday fund. Any Member who wishes to withhold contributions to the fund may so designate on the form and return it to the Finance Department within the time period specified, in which event no charge for the fund will be levied to such Member's account.

2.5 Electronic Communication Devices

For the comfort and enjoyment of other Members, usage of hand phones, PDA phones, BlackBerry devices, and other electronic communications devices is restricted to certain common areas of The Club. Members are to be guided by signage or by Club Staff at each outlet or specific area as to whether usage of such devices is permitted. In areas of The Club where usage is permitted, Members are encouraged to undertake their communications in a respectful manner. Members are also encouraged to put communications devices in silent mode when they are in The Club.

2.6 Radios, CD Players, Musical Instruments

No musical instrument, radio, compact disc, cassette player, or similar device may be played on The Club premises without the permission of the General Manager or Duty Manager unless used with headphones and in a manner so as not to disturb other Members.

2.7 Dress Code

Dress within the various areas of The Club should conform to the following minimum standards as determined by the General Committee from time to time.

2.7.1 The 2nd Floor Restaurant, Lounge and Al Fresco area. Attire in The 2nd Floor restaurant, lounge and al fresco area should be smart casual:

- (a) Men's shirts should have sleeves and collars. Neckties are not required;
- (b) Jeans may not be overly faded, stressed, or torn;
- (c) No slippers (flip-flops) and no shorts (including Bermuda shorts) are permitted in these areas.

2.7.2 Eagle's Nest/Union Bar & Bowling Alley. Permitted attire in the Eagle's Nest/Union Bar and Bowling Alley includes informal wear. No swimming costumes, muscle shirts, or bare feet are permitted.

2.7.3 Rulings. In the event of any dispute in respect of the form of dress, the General Manager or Duty Manager's ruling will be final.

2.8 Smoking

The Club and all persons using Club facilities should adhere to the restrictions of Singapore law on smoking in public places. Any Member whose violation of Singapore law restricting smoking results in a fine or sanction imposed on The Club or its management will be responsible to The Club for all costs related thereto and will be subject to further sanction by the Disciplinary Committee. Smoking on Club premises is permitted only in The Club designated smoking areas.

2.9 Gambling

Gambling is prohibited on The Club premises except to the extent permitted by Singapore law and under licenses duly granted in accordance with the laws of Singapore.

2.10 Drugs and Weapons

Possession, trafficking, or use of any controlled substance on the premises of The Club and possession of weapons on Club premises are strictly prohibited.

2.11 Food & Beverage

No Member or guest should bring onto Club premises food or beverage for consumption at The Club without the consent of the General Manager or Duty Manager unless such food or beverage is (i) required for medical purposes, (ii) intended for children under 2 years of age, or (iii) is wine or champagne for which the relevant corkage charge has been paid. Due to food hygiene issues, any items required for a special event require permission for consumption from the Director of Food and Beverage or Duty Manager. The General Manager shall specify a schedule of corkage charges from time to time, which will apply to wine or champagne purchased outside The Club premises or in The Club's retail operation.

2.12 Pets

No animals except guide dogs for the blind or hearing impaired should be brought onto The Club premises without the express consent of the General Manager or Duty Manager.

2.13 Diaper Changing

Facilities for diaper changing are provided in designated restrooms. Diaper changing in public areas is not permitted.

2.14 Breast Feeding

Breast-feeding is permitted in The Club wherever children are welcome, except in the Lobby Area (the lobby area is the area from the front doors to the travel desk), and The 2nd Floor restaurant, lounge and al fresco. Nursing mothers are requested to use discretion and may seek guidance from Club staff for an appropriate location.

2.15 Bylaw Infractions; Disciplinary Committee

2.15.1 General Manager Authority. The General Manager or Duty Manager has the authority to instruct any Member or guest who violates the Bylaws to cease and desist or to leave The Club.

2.15.2 Reports. Any Member or employee who witnesses or becomes aware of a violation of these Bylaws is requested to make a written incident report of the matter to either the General Manager or Duty Manager. Incidents may be referred to the Disciplinary Committee.

2.15.3 Disciplinary Committee Sanctions. The Disciplinary Committee shall act on behalf of the General Committee on all matters of conduct and may impose sanctions on any Member Member's guest, or family member found to have violated any Bylaw. Sanctions that may be imposed for a violation of these Bylaws include without limitation a warning letter, suspension of the offender's use of any or all Club facilities for a period up to six months (including suspension of a Member whose guest or family member is the offender), or expulsion from The Club.

2.15.4 Sanctions to be Confirmed by General Committee. Action by the Disciplinary Committee is subject to confirmation by the General Committee at its next meeting following Disciplinary Committee action.

2.15.5 Appeal. Any Member may file a written appeal to the General Committee in connection with Disciplinary Committee action against such Member or such Member's guest or family member. In reviewing any such appeal, the General Committee shall consider, at a minimum, the report of the Disciplinary Committee, any incident report filed by a Member or staff member, and any written statements of the Member or Members involved.

2.15.6 Personal Appearance Option of General Committee. The General Committee may at its discretion, but is not obligated to, entertain a personal appearance by the affected Member at a meeting of the General Committee.

2.15.7 Expulsion. In the event of an expulsion from The Club, the relevant provisions of the Constitution, including the right of appeal, shall apply.

2.16 Photographs and Recordings

No person shall take photographs or make audio or video recordings on Club premises without the advance approval of the General Manager unless such recordings or photographs are exclusively for the private use of Club Members. Except where authorized by the General Manager for Club purposes, the consent of each person to be photographed or recorded should be obtained in advance. Strictly no images of the façade of The Club are allowed. The Bylaws do not apply to participants attending a private function in a Club function room.

CHAPTER 3: PARKING

3.1 Parking

3.1.1 Registration. Parking facilities at The Club are reserved for vehicles owned or leased by Members and are required to be registered for these parking privileges. Each Member may register up to two cars provided that no Member registers a car for parking privileges on behalf of another Member or a non-member. Members may park registered cars in The Club's parking area only while the Member remains on Club premises or as determined by the General Manager.

3.1.2 Penalty. If a Member is proven to be not on The Club premises and acting outside the General Manager's requirement for Members' entitlements, The Club will impose the following penalties:

1st offence – A verbal warning against such action.

2nd offence – A written warning in the Member's File.

3rd offence – A suspension of parking privileges for a month for all cars registered.

Any subsequent offence may be referred to the Disciplinary Committee.

3.1.3 Overnight Parking. In case of emergency or incapacity, a Member may leave his or her car in the car park overnight, provided:

- (a) the car is registered for Club parking privileges; and
- (b) the car is removed from The Club premises prior to 11:00 a.m. on the following day.

Such request may be forwarded to the Duty Manager, and approval is at the sole discretion of the Duty Manager. The approval will be recorded and the car keys kept with Security.

3.2 Car Registration

3.2.1 Application Fees. If a Member wishes to register a vehicle for Club parking privileges, the Member should complete a Car Parking Registration Form and submit it to the Concierge Desk.

3.2.2 Annual Fee. An administrative fee as specified in the Schedule of Fees will be charged to the Member's account for each vehicle registered. As of July 1 of each year, Annual Car Parking Fee renewals will be charged automatically, unless the Member advises The Club he or she does not wish to renew the parking registration.

3.2.3 Procedure for Cancellation of Car Registration. Members may cancel a car registration by notifying The Club in writing on or before September 15 and receive a full refund for the current year. No refund will be entertained if the September 15 deadline is missed. All car registration refunds will be processed and reflected in the Members' statement of account for October.

3.2.4 Pro-rated Fee for Partial Year. Members who register their car/s for parking privileges between January 1 and March 31 will be charged 50% of the stated fees for the first and second cars, respectively, and Members who register cars between April 1 and June 30 will be charged 25% of the stated fees for the first and second cars, respectively, in each case for the period ending June 30. No prorated refund will be permitted for any cancellation prior to July 1. These Members will be billed the fully stated Annual Car Parking Fee in July for the ensuing 12 months.

3.2.5 Change of Vehicle. In the event that the Member changes his or her vehicle, he or she should notify The Club to cancel the registration of the old car and substitute the registration of the new car. Substitution of registration will be at no additional cost to the Member. All requests are to be either via a telephone call, an email, or in person at the Concierge Desk prior to the vehicle being driven into The Club. The car Identification Unit (I.U.) number and registration number should be provided. Any non-registered car will have to park in the holding area, and the Member will have to proceed to the Concierge Desk to conduct the necessary changes before permission to park on The Club premises is granted.

3.2.6 Disposal of Vehicle. In the event that the Member disposes of his or her vehicle with no replacement, he or she should notify The Club promptly, so the registration will be cancelled and a prorated amount of the Annual Car Parking Fee will be credited to the Member's account.

3.2.7 Temporary Car Registration. Any Member who has a current parking registration but wishes to use a different vehicle temporarily (when, for example, the registered car is undergoing repair) may request The Club to suspend temporarily the registration of the original vehicle and substitute the registration of the temporary vehicle. All requests are to be either via a telephone call, an email, or in person at the Concierge Desk prior to the vehicle entering The Club. The car Identification Unit (I.U.) number and registration number should be provided for the change to take place. Any non-registered car will have to park in the holding area, and the Member will have to proceed to the Concierge Desk to conduct the necessary changes before permission to park on The Club premises is granted. All temporary cars may be registered for a maximum of 14 days.

CHAPTER 4: BILLING AND PAYMENT OF ACCOUNTS

4.1 Overdue Accounts

4.1.1 General. Articles 15 (c) and (d) of the Constitution provide that Members' accounts are rendered monthly, are due and payable upon presentation, and are considered overdue 30 days after the date of invoice. In order to facilitate collection of overdue accounts, the following policies and procedures will apply.

4.1.2 First Reminder. A letter will be sent to the Member whose account is unpaid 40 days after the date that the monthly statement was rendered. This letter may be computer generated or may be signed by the Accounts Manager.

4.1.3 Second Reminder. A letter will be sent by registered post to the Member whose account is still unpaid 12 days after the date of the First Reminder letter. The letter will be signed by the Finance Director and will state that should full payment of the entire balance due not be received within the following 7 days, all credit privileges will be suspended, and the Member may be posted on The Club Notice Board as a Defaulter.

4.1.4 Posting as a Defaulter.

(a) If the Member's account remains unpaid 60 days from the date of the mailing of the first account statement, a Suspension Notification Letter will be sent by registered post informing the Member that (i) his or her credit privileges are suspended and (ii) if payment of the overdue amount is not received within 7 days from the date of the Suspension Notification Letter, the Member's name will be posted on The Club Notice Board as a Defaulter.

(b) If payment of the overdue amount is received in full within such 7 days period, the Member's credit privileges will be restored, subject to payment of a cash deposit as specified in Bylaw 4.1.7.

(c) If payment of the overdue amount is not received within the 7 days following the Suspension Notification Letter, the Member's name will be posted as a Defaulter on The Club Notice Board, and the Member will be notified of such posting by a Defaulter Notification Letter, which will be sent by registered mail.

4.1.5 Termination and Reinstatement.

(a) If a Member's account remains unpaid 14 days after the date of his or her posting as a Defaulter, proceedings to terminate his or her membership may be commenced under Article 15 (g) of the Constitution. In the event that the Member is terminated on this basis, the Member may be reinstated with the approval of the General Committee only (i) upon payment of all the overdue amounts, including the full amount of dues for the period of suspension and (ii) subject to the availability of a vacancy in his/her membership category or, in the case of waiting lists for his or her category, subject to clearing such list. In addition, the Member will be required to post an additional cash deposit as specified in Bylaw 4.1.7.

(b) If payment of the overdue amount is received in full within such 7 days period, the Member's credit privileges will be restored, subject to payment of a cash deposit as specified in Bylaw 4.1.7.

4.1.6 No Access.

- a) Any member or former member whose account has been suspended may not enter The Club's premises during the period of suspension without the General Manager's prior consent.
- b) Any former member whose account has been involuntarily terminated may not enter The Club's premises without the General Manager's prior consent.

4.1.7 Deposits. Any deposit required under Bylaw 4.1.4 (b) or Bylaw 4.1.5 shall be in the amount specified in the Schedule of Fees. It will be maintained by The Club and used at the discretion of The Club to satisfy any overdue amounts on future bills of the Member. In such event it shall be "topped up" by the Member promptly on request. Such request should be directed in writing to the Finance Director and will be subject to the approval of the Finance Committee at its discretion. Such deposits shall not bear interest.

4.1.8 Credit Card Imprint. To safeguard further The American Club against potential loss, Management may, at its discretion, require a signed credit card imprint from a Member. Any such imprint will be securely maintained and held in strict confidentiality. The Member authorizes Management to use this imprint in the event that prior attempts to collect under the provisions of Bylaws 4.1.1 to 4.1.5 have been unsuccessful and the overdue amount is still outstanding.

4.1.9 Refund of Entrance Fee.

(a) In accordance with Article 15 (b) of the Constitution, any Ordinary Member may apply for a refund of one-half of the Entrance Fee paid if a written resignation is submitted within 12 months of the issuance of a temporary membership card. In the case of any instalment payment scheme, the resigning Member is entitled to the difference between one-half of the total Entrance Fee to be paid as specified in the Schedule of Fees and the actual payment received by The Club.

(b) In cases where the Entrance Fee actually paid represents less than 50% of the full Entrance Fee as specified in the Schedule of Fees, no refund will be payable to the resigning Member.

CHAPTER 5: ELECTION PROCEDURES

5.1 Election Procedures

5.1.1 List of Eligible Voters. At least 21 days before the date of each General Meeting, the Membership Office will deliver to The Club Secretary an updated list of all Eligible Voters (as defined in Article 17 (b) of the Constitution), including the Designated Voting Nominee for each Corporate Member.

5.1.2 Absentee Ballot. An absentee ballot will be included in the Official Notice of the General Meeting (and distributed to Eligible Voters only) and will consist of:

(a) A ballot form prepared in accordance with the Constitution and including the text of all proposed resolutions and in the case of the Annual General Meeting, a list of all nominated candidates. Instructions on voting procedures will also be included;

(b) A colored inner envelope bearing no identification of the individual voter for enclosing the marked ballot;

(c) A second outer envelope in which the colored envelope will be mailed or delivered to The Club. The outer envelope will be pre-addressed to The Club's office. On the back of the outer envelope will be a sticker label on which the Member's name and Club number are pre-printed and a space for the Member's signature.

5.1.3 Voters' Log. Upon receipt of the outer envelope, the General Manager's Secretary will record on a master list of Eligible Voters (the "Voters' Log") that a signed vote has been received from the Member and file all signed envelopes alphabetically.

5.1.4 Outer Envelopes Opened. The signed envelopes will remain sealed until the absentee ballot voting is closed, 24 hours prior to the General Meeting. At that time, The Club Secretary and a representative of The Club's Auditors as a non-interested third party will double check that the name on each envelope has been correctly recorded on the Voters' Log. They will then open the outer envelopes and remove the inside envelopes, which will be held for safekeeping in the custody of The Club's Auditors along with the Voters' Log.

5.1.5 Votes Tallied. On the morning of the General Meeting, The Club's Auditors will open the inside envelopes, count the absentee ballots, record the tally, and return the ballots for safekeeping. Two copies of the tally will be prepared; one will be retained by the Auditors; the other copy will be placed in a sealed envelope (or in the case of separate resolutions, separate sealed envelopes, one for each question to be considered at the General Meeting) and delivered to The Club Secretary at the completion of registration for the General Meeting.

5.1.6 Copies of Voters' Log. There will be five copies of the Voters' Log, which will be used by The Club's staff at registration for the meeting for verification of Eligible Voters who wish to vote in person.

5.1.7 Voting Cards at Meeting. All Eligible Voters who appear at the General Meeting and sign in and who have not previously voted by absentee ballot will receive a colored voting card to indicate their vote at the meeting. Eligible Voters who have cast absentee ballots and who attend the meeting will be given a voting card of a different color to vote on any question considered at the meeting that was not included on the absentee ballot.

5.1.8 Absentee Votes Counted. When the floor votes have been counted, the Secretary will open the sealed envelope containing the absentee ballot tally, add the votes recorded on the tally to those cast on the floor of the meeting and announce the election results.

5.1.9 Ballots Retained One Month. The Voters' Log, tally sheets, and absentee ballots will be retained for one calendar month after the election and be available for inspection by any Eligible Voter. Note that the absentee ballots available for inspection will not bear any identification of the individual Member who cast the ballot.

CHAPTER 6: TRANSFERABLE MEMBERSHIPS

6.1 Rules Governing Transferable Membership

6.1.1 Terms. Those persons who acquire memberships with transferable status and who are eligible to be Ordinary Members are termed Transferable Ordinary Members. All other persons who acquire memberships with transferable status are termed Transferable Associate Members.

6.1.2 Transferable Ordinary Members. Transferable Ordinary Members have the same rights and privileges as Ordinary Members and are governed by the provisions of the Constitution pertaining to Ordinary Members, except that, subject to the Constitution and Bylaws, their memberships are transferable to any person whom the General Committee in its absolute discretion approves.

6.1.3 Transferable Associate Members. Transferable Associate Members have the same rights and privileges as Associate Members and are governed by the provisions of the Constitution pertaining to Associate Members, except that, subject to the Constitution and Bylaws, their memberships are transferable to any person whom the General Committee in its absolute discretion approves.

6.1.4 Transfer Fee. A Transferable Member may transfer his or her membership in accordance with these Bylaws upon payment of a Transfer Fee specified in the Schedule of Fees.

6.1.5 Nomination of Transferee. A Transferable Member may nominate a person to whom he or she wishes his or her membership to be transferred upon his or her death. Such nomination should be in the form prescribed by the General Committee and obtainable at the Membership Office. Any nomination that is not in the prescribed form will be deemed invalid and will be disregarded by the General Committee unless the General Committee in its absolute discretion decides to waive such irregularity, accept the nomination as valid, and act upon it accordingly. It is the responsibility of the Transferable Member to ensure that his or her nomination is actually received by The Club and that he or she receives a written acknowledgement of receipt issued by The Club. In the event of any uncertainty or dispute as to whether such a nomination form has been duly submitted to The Club, such written acknowledgement of actual receipt shall be deemed conclusive, but evidence of the mere posting of a nomination form to The Club is not sufficient. Where there has been a valid nomination, on the death of the Transferable Member, the membership may be transferred to the person who has been so nominated provided that such nominee is at the time of the proposed transfer approved by the General Committee in its sole discretion to be admitted as a Member of The Club. A transfer pursuant to a valid nomination is free of any Transfer Fee.

6.1.6 Transfer Upon Death of Member. In the event of a Transferable Member's death where there has been no valid nomination in accordance with Bylaw 6.1.5 or where a nomination has been made but the nominee is not approved by the General Committee, the General Committee may act on the application of the surviving spouse or the executor/s or administrator/s of the estate of the deceased Transferable Member. The General Committee may in its absolute discretion see fit to transfer the membership to a person nominated by the surviving spouse or the executor/s or administrator/s. Where such person so nominated and acceptable to the General Committee is the surviving spouse or next of kin of the deceased Transferable Member, no Transfer Fee is payable. In all other cases the Transfer Fee as set out in Bylaw 6.1.5 is payable.

6.1.7 General Committee Discretion to Accept Transferee. Notwithstanding the foregoing, no person is entitled to succeed to the membership of a Transferable Member by reason of any law or rules of succession or howsoever. The General Committee is entitled in its absolute discretion to entertain the application of the surviving spouse or of the executor/s or administrator/s of the estate of the deceased Transferable Member and to transfer the membership of a deceased Transferable Member without being liable to any member of the family or other successor of the deceased Transferable Member for any loss or alleged loss suffered by such member of the family or successor as the result of the membership being transferred to some other person.

6.1.8 Rescission. Without prejudice to the foregoing Bylaws, where the General Committee has caused the membership to be transferred to the deceased Transferable Member's surviving spouse, the General Committee nevertheless is entitled, without being liable to compensate the surviving spouse for any loss or alleged loss as a result thereof, to rescind such transfer and re-transfer the membership to some other person who may subsequently apply to the General Committee to have the membership transferred to him or her and who in the absolute discretion of the General Committee is more deserving of such transfer.

6.1.9 Ineligible Transfers. Subject to the conditions and procedures set out in these Bylaws, a Transferable Ordinary Member may transfer his or her membership to a person who is not eligible for Ordinary membership, in which case the transferee becomes a Transferable Associate Member.

6.1.10 Blackout Period. A Transferable Ordinary Member may not transfer his or her membership for a period of 12 months from the date of his election as Transferable Ordinary Member. Any Transferable Ordinary Member who has transferred his or her membership at any time will not be permitted to re-apply for transferable membership.

CHAPTER 7: ABSENT STATUS

7.1 Absent Status

7.1.1 Eligibility to Apply. Any Ordinary, Service, or Associate Member who expects to be outside Singapore for a continuous period of at least 6 months may apply for Absent Status. No Member will be eligible for Absent Status unless he or she has paid in full all Entrance Fees, monthly dues, and any other amounts due to The Club.

7.1.2 Use of Club While on Absent Status. A Member who has been on Absent Status for at least 6 months and has been continuously outside Singapore during such period may use The Club during up to three temporary visits to Singapore annually, subject to a maximum of 90 days in aggregate in any calendar year. A Member may not use The Club during the first 6 months after commencement of his or her Absent Status. A Member on Absent Status who wishes to use The Club facilities should pay a visiting fee equivalent to the prevailing monthly dues, prorated for the period of his or her visit, but subject to a minimum of 1 week's dues and will receive from the Membership Office a Visiting Member's card to be used during the period of his or her visit.

7.1.3 Maximum Period of Absent Status. Subject to payment of all applicable fees, a Member may remain on Absent Status for up to 5 years, and will remain eligible during such time to reactivate his or her membership upon relocation back to Singapore. A Member on Absent Status may apply to renew such status and, upon payment of all applicable fees and approval of the General Committee, may extend his or her period of absence for successive 5-year periods on such terms and conditions as the General Committee specifies. Renewal of Absent Status is at the discretion of the General Committee, which may from time to time fix a maximum period of eligibility.

7.1.4 Reactivating Membership after Absence. Any Member on Absent Status may apply for reactivation of his or her membership at any time, provided that a Member on Absent Status who returns to reside in Singapore apply for reactivation of his or her membership within 90 days of his or her return. Payment of the reactivation fee of Membership is processed at the Membership office during normal working hours, Monday to Sunday. At this time, an Absentee Member must produce proof of continuous residence outside of Singapore with a letter of reactivation and a completed application form and payment of the reactivation fee, as specified in the Schedule of Fees. The Member's account will then be reactivated. The Member's signing privilege will be restored, and the Member will resume paying monthly dues.

7.1.5 Use of Reciprocal Clubs not Applicable. Any Member who is on Absent Status may not make use of the facilities of other Clubs under the reciprocal Clubs International program.

7.1.6 Accounts. A Member's account will be closed at the time the request for Absent Status is processed. If all outstanding bills have been settled and membership card(s) have been returned, any credit balance will be refunded within one month from the date Absent Status is granted.

7.1.7 Cash Coupons. A Member on Absent Status who is visiting The Club may purchase cash coupons from the Reception Desk in the Lobby or charge Club expenses to an approved credit card. (See Bylaw 1.9.2.)

7.1.8 Notice to General Manager. Members who either resign their Membership or apply for Absent Status must give the General Manager at least two weeks' advance notice so their accounts may be rendered and settled promptly before their departure from Singapore. A service charge as specified in the Schedule of Fees may be levied if insufficient notice is received.

7.1.9 Members' Responsibility to Ensure Delivery and Receipt. It is the responsibility of the Member to ensure that the application for Absent Status is received by The Club and that the Member receives a written acknowledgement of receipt issued by The Club. The mere posting of the application to The Club is not considered as receipt by The Club, and the Member will continue to be liable for payment of all fees even after the requested date for Absent Status.

CHAPTER 8: VISITING MEMBERS

8.1 Eligibility

Visiting Memberships are designed to accommodate eligible persons who are normally non-residents in Singapore and are visiting Singapore for periods of up to 90 days in calendar year. The following are eligible to apply for Visiting Membership, upon the nomination of any Member:

- (a) Any Member who is on Absent Status;
- (b) Children of current Members older than 21 and younger than 25 years of age who are full time students of any recognized educational institution outside of Singapore (documentary proof required) and are temporarily residing in Singapore;
- (c) Visiting relatives (no age restriction) or children of Members over 21 years of age;
- (d) Any person or family of good standing temporarily residing in Singapore.

8.2 Fees

Visiting Members shall pay such weekly or monthly dues as the General Committee from time to time specifies. Current dues and charges for the categories of Visiting Member listed in Bylaw 8.1 are listed in the Schedule of Fees.

8.3 Term

Visiting Membership will, at the discretion of the General Committee, be granted to eligible applicants for periods of up to 30 days. Visiting Membership may be extended to the same person not more than three times in each calendar year, and the aggregate period of Visiting Membership by any person in a calendar year should not be greater than 90 days.

8.4 Temporary Membership Cards

Upon approval of his or her Visiting Member application, the Visiting Member will be issued a temporary membership card, which he or she will be required to produce when using Club facilities, ordering food and beverages, products, or services, or when requested to do so by any member of The Club's staff.

8.5 Rules

Visiting Members are subject to the restrictions of all rules, regulations, and Bylaws pertaining to Members.

8.6 No Guests

Except for his or her spouse and/or his or her minor children, a Visiting Member or visitor (including visiting family members, military guests, their children, parents, etc.) are not entitled to introduce guests to The Club.

8.7 Sponsoring Member Responsible

A current Member who sponsors a Visiting Member is responsible for the conduct as well as any financial liabilities incurred by the Visiting Member.

8.8 Payment

All expenses incurred in The Club by a Visiting Member must be paid with cash coupons or approved credit cards unless the sponsoring Member has made satisfactory arrangements with the General Manager to secure payment of all expenses of the Visiting Member.

8.9 Restrictions

8.9.1 Class Reservations. A Visiting Member may not reserve space in any Club class activity earlier than 48 hours in advance.

8.9.2 Parking. Visiting Members, except for returning Absent Members, are not allowed to register any car. Refer to Schedule of Fees for applicable charges.

8.9.3 Competitions. Visiting Members are not permitted to enter any Club competitions or matches other than those designated as Visiting Member events.

8.9.4 Library Deposits. Visiting Members are required to pay a deposit for the borrowing of library books. Please refer to the Schedule of Fees for applicable charges.

CHAPTER 9: BOWLING ALLEY

9.1 Hours and Fees

The Bowling Alley hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

9.2 Attire and Equipment

9.2.1 Clothing. Members must be properly attired. Men may not wear sleeveless T-shirts, “muscle shirts,” or running shorts, and ladies may not wear tank tops or running shorts.

9.2.2 Equipment. Members may use their own regulation shoes and bowling balls.

9.3 Booking and Cancellation

9.3.1 Advance Booking; No-Shows. One day advanced notice is required for booking of lanes. In the event that a Member does not appear 15 minutes after the booking start time, a “no-show” fee as specified in the Schedule of Fees will be charged to the Member in whose name the reservation was made. This applies for private functions and party bookings as well.

9.3.2 Maximum Time. The maximum booking time per pair of lanes is:

- (a) 2 to 6 bowlers - 2 hours duration;
- (b) 7 to 10 bowlers - 3 hours duration.

9.3.3 Extensions. Booking of lanes or times may be extended subject to availability. If there is a waiting list, it must be restricted to a pair of lanes.

9.3.4 Maximum Lanes. All lanes can be fully booked as determined by Management. This will include but not be limited to tournaments, leagues, events, and private functions.

9.4 Standard of Conduct

9.4.1 Etiquette Rules Posted. Bowlers must observe the etiquette of bowling posted on each scorer console in the Bowling Alley

9.4.2 Prohibited Conduct. Any bowler who:

- (a) Habitually lofts the bowling ball;
- (b) Commits any act liable to damage the bowling alley or equipment;
- (c) Behaves in an unruly manner in the Bowling Alley;
- (d) Refuses to obey the lawful directions of the manager or staff of the bowling alley;
- (e) Commits a breach of the Bylaws or league rules.

May be subject to review by the Disciplinary Committee, which may include subsequent suspension or a ban from the Bowling Alley.

9.5 Fees

Fees at the prevailing rate as listed in the Schedule of Fees will be charged for each game and for the rental of shoes. Members must bring their own socks, which must be worn with shoes rented from the Bowling Alley.

9.6 Children

Children under 12 years of age are permitted in the Bowling Alley only when accompanied by an adult Member. Any adult taking children into the Bowling Alley accepts full responsibility for the child's safety and behavior and is liable to the General Committee in respect of any damage or injury caused by them and will fully indemnify The Club in respect of any action, claim, or demand arising by reason of their act or default.

9.7 Food and Drink

Only food and drink purchased in the Bowling Alley or provided by The Club may be consumed in the space behind the bowler's area. No food or drink is allowed to be brought to the bowlers' area as defined as being in front of the ball racks

9.8 Guests

Guests may use the Bowling Alley in accordance with Article 16 of the Constitution and Bylaw 1.3. A guest fee as specified in the Schedule of Fees will be charged to the account of the sponsoring Member. Guests must be signed in at the counter in advance of play. Failure to sign in guests in advance will result in a charge equal to two times the normal guest fee to the Members account. For repeat offenses, the Member may be referred to the Disciplinary Committee.

9.9 Equipment

9.9.1 Regulation Shoes Required. Bowlers must use regulation-bowling shoes at all times. Talcum powder may not be placed on the consoles or used on the soles of shoes.

9.9.2 Lockers. Rental lockers are available to bowlers on a monthly basis at fees as specified in the Schedule of Fees. The Club will not be responsible or liable for any lost or stolen items from this area.

9.10 Damage to Equipment

No Member may damage or destroy The Club property by walking on the alleys or interfering with any other equipment under any circumstances. Bowlers must not lean on the scoring consoles or place food or drink on them.

CHAPTER 10: TENNIS COURTS

10.1 Hours and Fees

The Tennis Courts' hours of operation and applicable fees are as stated in the Directory of Services and the Schedule of Fees.

10.2 Attire and Equipment

10.2.1 Clothing. Members must be properly attired. Acceptable clothing includes clean and presentable shirts, T-shirts, shorts, dresses, and socks. Shoes must have non-marking soles.

10.2.2 Equipment. Only approved and appropriate tennis equipment may be used on the courts.

10.3 Booking and Cancellation

10.3.1 Advance Booking. Members may reserve courts up to seven days in advance by telephoning or calling in personally at the Sports Counter. Tennis Professionals may book courts up to four weeks in advance.

(a) One or more courts will be available for priority bookings to Members at such times as specified by the Management. However, if the court/s remains open, the Tennis Professionals are entitled to book them up to three days before their specified lesson time.

(b) The Management can reserve the courts for tournaments, inter club play, or other such activities.

10.3.2 Maximum Time. Each Membership may make advance reservations for a maximum of two hours of court time per day, subject to a maximum of four hours per week. Lessons or team practices are not counted as reservations for that membership. (The week starts on Monday and finishes on Sunday.)

10.3.3 Standby Reservations. Members may also reserve courts on a "standby" basis without that booking being considered part of their four-hour weekly advanced reservation quota. Such bookings must be made in person at the Sports Counter at the time the court is to be used.

10.3.4 Other Members' Bookings. There is no limit on the number of hours a Member may play with other Members who have booked the courts.

10.3.5 No Booking for Others. Reservations on behalf of other Members are strictly prohibited.

10.3.6 Cancellation Deadline. Cancellation of court bookings without penalty must be made at the Sports Counter with a minimum notice period as stated in the Schedule of Fees. In the event that the minimum required notice is not given, a cancellation fee as listed in the Schedule of Fees will be charged.

10.4 Etiquette

10.4.1 Tennis Etiquette. Proper tennis etiquette should be followed at all times.

10.4.2 No Overstaying. Players will vacate the courts when their session of play finishes and should leave the court in the same condition as prior to the start of their session of play.

10.4.3 Forfeiture of Reservations. When no player is on the court after 15 minutes from the commencement of the playing period, the court will be forfeited and opened to the next player on the waiting list. A “no-show” fee will be charged to the Member who did not show up.

10.5 Fees

Tennis fees as specified in the Schedule of Fees will apply.

10.5.1 Registration and No Shows. All players need to register at the Sports Counter before the commencement of play within a 15-minute period of the booking time. If no indication is received at the Counter within the first 15-minute, then the “no-show” fee, as specified in the Schedule of Fees, will be applied. Members who repeatedly book courts and fail to either give the minimum cancellation notice or to show up to play at the reserved time may be referred to the Disciplinary Committee.

10.5.2 Guest Fees. A guest fee will be charged for each guest per session at the rate as specified in the Schedule of Fees. The guest fee will be charged to the sponsoring Members account. It is the responsibility of the sponsoring Member to register the guest in advance of play. Failure to sign in guests in advance will result in a charge equal to two times the guest fee. For repeat offenses, the Member may be referred to the Disciplinary Committee.

10.6 Children

(a) Adults must accompany children under 12 years of age when using the courts. Children in the stands should be under the supervision of an adult.

(b) Children must be collected at the end of a scheduled class by an adult or amah or wait in the viewing gallery until an adult or amah arrives.

10.7 Food and Drinks

No food is allowed on the courts at any time. Food and drinks are permitted in the viewing gallery.

10.8 Bad Weather

The Management will decide if the courts are unfit for play due to bad weather. Members who have booked court times are responsible for ascertaining suitability for social play or lessons 30 minutes before their scheduled times by contacting the Sports Counter.

10.9 Miscellaneous

10.9.1 Temporary Closure of Courts. The General Manager may close the tennis courts for maintenance or such other purpose as the General Manager deems necessary.

CHAPTER 11: LOCKER ROOMS

11.1 Changing Rooms to be Kept Clean

Members are requested to keep the Changing Rooms clean and the washbasins free of litter and to turn off the water faucets after use.

11.2 Lockers and Towels

Lockers and towels are available from The Club staff at the Sports and Aquatics Counters. In the event a Member or his or her guest fails to return keys and towels, a charge will be assessed against the Member's account, as listed in the Schedule of Fees.

11.3 Children in Changing Rooms

Children 7 years of age or older must use the Changing Room allocated to their respective genders, except that children 12 years of age or younger with special needs or disabled children may, with prior approval of the Duty Manager, use either gender's changing room. Children are not permitted to change outdoors. The lower changing room is reserved for those above 12 years of age; exceptions may be granted with approval from the Duty Manager.

11.4 Club Not Liable for Personal Injury or Damage/Loss of Property

The Club is not responsible for any loss, damage, injury, or mishaps that occur in the Changing Room.

CHAPTER 12: SQUASH

12.1 Hours and Fees

The Squash court hours of operation and applicable fees are stated in the Directory of Services and Schedule of Fees.

12.2 Dress and Personal Equipment

Players must be properly attired. Acceptable clothing includes common squash outfits (shirt or T-shirt, shorts, and socks) as worn during official squash tournaments. They must be clean and presentable. Rackets and balls used must comply with the International Squash Rules of the World Squash Federation. The use of protective eyewear is recommended for all players but is mandatory for players below 16 years of age. All non-marking shoe soles must be white in color. All other colored, non-marking soles are not permitted on the courts.

12.2.1 Marking of Courts

All Members and their guests using the courts must use shoes with non-marking soles. Failure to do so may result in the following:

1st offense - A warning letter.

2nd offense - A court cleaning charge as set out in the Schedule of Fees and a final written warning letter.

3rd offense - A six-month suspension of court usage.

12.3 Booking and Cancellation

12.3.1 Booking. Members may book the squash courts at the Sports Counter or by calling personally. Courts may not be booked more than one week in advance. Each Membership is permitted to book a maximum of two hours per day, subject to a maximum of four hours per week. Additional courts may be booked on a standby basis. The Squash Committee may block courts for official events. To minimize inconvenience, such block bookings will be posted on the Squash Notice Board at least one week in advance.

12.3.2 Cancellation. Courts may be cancelled without penalty at the Sports Counter with a minimum notice as stated in the Schedule of Fees. Failure to give the minimum required notice will result in a cancellation fee as set out in the Schedule of Fees.

12.3.3 Registration and No-Shows. All players need to register at the Sports Counter before the commencement of play within a 15-minute period from the booking time. If no indication is received at the Counter within the first 15-minutes, then the “no-show” fee, as specified in the Schedule of Fees, will apply. Members who repeatedly make court bookings and fail to show up within the first 15 minutes may be referred to the Disciplinary Committee.

12.4 Etiquette

All activities in and around the squash courts must comply with the International Squash Rules of the World Squash Federation and the spirit of this game. The “let” rule shall be correctly applied to minimize the risk of injury.

12.5 Eligibility

All squash activities are open to Members. Children under 12 years of age may use the courts only if accompanied by an adult. In such cases, the adult Member should make the court booking.

12.6 Food and Drink

Food and drinks are not permitted in the courts.

12.7 Guests

Guests must be accompanied by a Member at all times. An additional fee, as shown in the Schedule of Fees, will be charged for guests.

12.8 Equipment

Every possible care must be taken to avoid damage to The Club’s squash facilities. Any damage must be reported immediately to the Sports Counter or Duty Manager.

12.9 Miscellaneous

12.9.1 Squash Activity Only. The squash courts and the immediate surroundings are intended for squash activities. Any other activities in this area must be approved by the Fitness and Leisure Director or Duty Manager.

12.9.2 Closing of Courts. The General Manager may close the squash courts for maintenance or such other purpose as may be deemed necessary.

CHAPTER 13: GYMNASIUM AND FITNESS STUDIOS

13.1 Hours and Fees

The Gymnasium hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

13.2 Guests

13.2.1 Guest Policy. Members may invite guests to the Gym. All guests must abide by the Gym policies and rules as posted on the notice board.

13.2.2 Guest Fees. Guests will be charged the prevailing guest fee as specified in the Schedule of Fees.

13.2.3 Advance Sign-in Required. Guests must be signed in at the Sports Counter before using the Gym. Failure to sign in guests in advance will result in a fee of double the guest fee to be charged to the Member's account. For repeated offenses, the Member will be notified by the Duty Manager and then if necessary be referred to the Disciplinary Committee.

13.3 Youth Users

13.3.1 Proficiency Course Required. All Junior Members under 16 years of age wishing to use the Gym must pass The American Club - Teenage Gym Proficiency Course before being allowed to use the Gym.

13.3.2 Under 12 Years Prohibited. Children under 12 years of age are not permitted to use the Gym. Children must be supervised by an accompanying adult at all times when approaching the Sports Counter.

13.4 Towels

Towels are to remain in the Gym and are to be returned before leaving the Gym. Members must place a towel on the Gym machine before use to ensure the machine is free of perspiration. When signing in at the Sports Counter, please note how many and which towels are being used.

13.5 Attire

All persons using Gym facilities are expected to be properly attired, including items such as T-shirts, tank tops, tracksuits, leotards, shorts, and rubber-soled shoes.

13.6 Use at Own Risk

Members are reminded that they enter and use the Gym at their own risk and are requested to replace all equipment in the respective place after use. Members are encouraged to take a physical assessment before exercising. Sports Counter and/or Gym Staff may ask any Member who is new to exercise to complete this form. If a Member does not pass, or declines to do the assessment, then Management reserves the right to not allow use of any area of the Gym. Management may request for approval from a doctor to exercise. A doctor's form would be required to be completed and returned for Management records.

13.7 Posted Rules

Persons using the Gym are required to follow the posted policies and rules. The Gym Staff will have discretion and responsibility to enforce these rules.

13.8 Studios #1 and #2

13.8.1 Group Fitness. Members attending a class must sign in at the Sports Counter. Members are advised to sign in prior to class but no more than one hour in advance of class start time. If a Member's name is not on the sign-up sheet, then he or she can be "bumped" for a person who did sign in. Members may sign up for two classes in a row.

Please refer to Studios #1 and #2 policies and rules for issues pertaining to safety, scheduling, instructors, and equipment.

CHAPTER 14: SWIMMING POOL

14.1 Hours and Fees

Hours of operation of the swimming pool are as stated in the Directory of Services. Members and guests may use the swimming pool free of charge.

14.2 Attire

Persons entering the pool must wear proper swimming attire. Persons in bathing suits may not enter any part of The Club except the Swimming Pool area and the Changing Rooms. No footwear of any kind is permitted on the apron of the swimming pool.

14.3 Shower Before Entering; Sanitation

Bathers must take a shower and use footbaths before entering the pool. Persons suffering from infections, open wounds, or contagious diseases may not use the Swimming Pool.

14.4 Conduct

Guidelines for behavior at the pool are set out on the pool rules sign. Actions inconsistent with these guidelines may result in disciplinary action.

14.5 Food Service

Food and drink at the poolside will be served and must be consumed at the tables located at the pool, in compliance with regulations of the Ministry of Environment.

14.6 Children

Children under 12 years of age must have the direct presence and supervision of either parents or adults at all times while using the Swimming Pool.

14.7 Weather

Members are advised to leave the pool during a thunderstorm or when requested to do so by Management or the Lifeguard.

14.8 Club Not Liable

Members, their children, and guests use The Club's facilities, including the Swimming Pool at their own risk. The Club accepts no responsibility for any accident or injury to Members or their guests or children.

14.9 Guests

Guests should remain in the company of their sponsoring Member at all times.

14.10 Swimming Classes; Children under 12

All children under 12 years of age must have a parent or adult authorized by the parent present when using the pool. This includes lessons or other supervised or unsupervised swimming periods. In the absence of the Member, children less than 12 years of age are not allowed to swim before or after their lesson.

CHAPTER 15: THE SPA

15.1 Hours and Fees

The Spa hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

15.2 Dress and Personal Equipment

15.2.1 Proper Dress. All Members and guests must wear appropriate clothing while undergoing treatments at the Spa.

15.2.2 Personal Items. Members and guests are responsible for their personal belongings.

15.2.3 Gowns and Towels. Facial gowns and towels will be provided to Members during the treatments. These items are Club property and must be kept in the Spa.

15.3 Booking and Cancellation

15.3.1 Advance Bookings. Members are advised to make reservations for any Spa service at least one week in advance.

15.3.2 Membership Card Required. Members must produce their membership card when making appointments in person or provide their membership numbers when making appointments over the telephone, including when booking for guests.

15.3.3 Cancellation Deadline. To avoid a cancellation fee, cancellations or postponements of scheduled appointments must be made at least 48 hours in advance.

15.3.4 Late Cancellation Fee. A cancellation fee of 50% of the price of the scheduled services will be charged if cancellation is less than 48 hours in advance. All “no shows” will be charged at full value of the price of the scheduled services.

15.4 Eligibility

Junior Members are welcome in the Spa.

15.4.1 Hair Salon. Children are welcome at the discretion of Spa staff during posted “Kids’ Hours.” Children below 12 years of age must be accompanied by a parent/Member. Junior Members are welcome at all times.

15.4.2 Locker Rooms/Toilets. Children under 12 years of age are not permitted in locker rooms/toilets.

15.5 Conduct/Etiquette

15.5.1 Electronic Communications Devices. For the comfort and enjoyment of other Members, usage of hand phones, PDA phones, BlackBerry devices, and other electronic communications devices is restricted to certain common areas of The Club. Members are advised to be guided by signage at the Spa or as directed by Club staff as to whether usage of such devices is permitted. All Members and guests are required to speak softly in the Spa.

15.5.2 Disciplinary Committee. Any complaint that a Member has misbehaved or refused to turn off his or her electronic device after receiving a warning may be reported to the Disciplinary Committee.

15.6 Complaints

Any complaints regarding therapists or treatments should be reported to the Spa Manager or Fitness and Leisure Director immediately.

15.7 Food and Drink

Food and alcoholic beverages are not allowed in the Spa.

15.8 Guests

15.8.1 Guests; Guest Fees. Members may invite non-members as guests to the Spa in accordance with the Bylaws. Guest fees are as specified in the Schedule of Fees.

15.8.2 Members Responsible for Guests. Members are fully responsible for their guests.

CHAPTER 16: THE ZONE POOLSIDE

16.1 Hours and Fees

The The Zone Poolside hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

16.2 Attire

Casual attire is permitted. Swimming or wet attire is not allowed.

16.3 Eligible Age Group

The Zone Poolside drop off will be available to children from 1 to 7 years of age. Children less than 1 year of age must be accompanied by an adult (Parent/Guardian/Amah) at all times while inside The Zone Poolside. Only one adult is permitted for every child that is signed in. Upon authorization by the Member in accordance with Bylaw 1.5.1 (b), amahs are permitted to remain in the The Zone Poolside without being in the physical presence of their sponsoring Member. Standard The Zone Poolside charges apply regardless of whether an amah is present.

16.4 Sign-in Requirements

All Members or sponsoring Members must sign in their children and be on The Club premises at all times. All charges will be posted to the sponsoring Member's account.

16.5 Special Needs

Children with needs that require special services beyond those usually necessary to promote children's growth and development, including children with speech problems or developmental delays, are considered "Special Needs" children. The Zone Poolside is not staffed or equipped to serve Special Needs children and is unable to admit them because the staff is not trained to give those children the attention they require. For their own safety and the safety of children around them, Special Needs children may be denied admission to the The Zone Poolside at the discretion of Duty Manager and staff.

16.6 Illness/Medication

16.6.1 Illness. Due to the risk of contagion, children who are running a fever or have runny noses and nasal discharge that is not clear in coloration will not be allowed to use this facility. Children with diarrhoea and/or vomiting will not be allowed as well until free of such symptoms for at least 24 hours. Parents will be called to pick up an ill child.

16.6.2 No Medication by Staff. The staff members are not authorized or permitted to administer any form of medication to any child.

CHAPTER 17: LIBRARIES

17.1 Hours and Fees

The Library hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

17.2 Loan Policy

All Members holding valid Membership Cards may borrow materials from the Library. This includes Reciprocal, Visiting Members, and Absentee Members. All materials should be checked out or registered with the counter before being read or taken home, and only age appropriate items will be provided.

17.3 Food and Drink

Food and drinks are not to be brought into the Libraries.

17.4 Children

Children under 12 years of age are not permitted to use the Adult Library unless accompanied by a supervising adult. Children under 8 years of age are not permitted to use the Children's Library unless accompanied by a supervising adult.

17.5 Checkout Periods

Checkout periods are available for review at the Library.

17.6 Renewals

Renewals can be done in person or by telephone.

17.7 Parents Responsible

Parents assume full financial responsibility for all Library materials checked out by their children.

17.8 Returns

All Library items that have been removed from the Library are to be returned to the library staff on duty or to the Concierge Desk at the Claymore entrance.

17.9 Re-shelving Magazines, Newspapers

All current magazines/newspapers should be signed out at the counter before reading them outside the Library and they must be returned to their respective racks or shelves.

17.10 Current Periodicals

Current newspapers, magazines, periodicals, and reference books are not to be removed from the Library.

17.11 Care of Materials

Members are not to tear pages from or write in or on Library materials or equipment. Members found doing so will be required to pay the full replacement costs.

17.12 No Napping

Sleeping or napping is not permitted in the Library.

17.13 Decorum

17.13.1 Talking. Low voices should be maintained in the Library at all times. Any person in the Library disturbing other library users or violating library rules, at the discretion of the Duty Manager, will be asked to leave and the incident will be reported to the Disciplinary Committee.

17.13.2 Electronic Communication Devices. All electronic communication devices should be switched off or set to silent mode. Usage of hand phones in the Library is not allowed unless it is silent

17.13.3 Computer Access. The use of the two desktop terminals located in the Adult Library is restricted to 15 minutes at each sitting. Members are required to sign in on the log sheet before they use the computer. The same log sheet is used as a waitlist for Members who want to use a computer. Any printout is chargeable as stated in the Schedule of Fees.

17.14 Suggestions

The Library Subcommittee makes suggestions for the acquisition of Library books and audio-visual material together with the Library staff. They offer input for further development of the Library collection and give due consideration to Member suggestions. A suggestion book is available at the counter.

17.15 Reservation Rules for Books

17.15.1 Placing Reservations. Members may reserve books by telephone or in person at the counter or at the Library's computer terminals. Please have your membership card with you at the time of placing the reservation.

17.15.2 Notification. When the reserved book is available, Members will be notified via email. It is the Member's responsibility to provide the Library staff with updated contact details.

17.15.3 "No-Shows." If reserved item(s) are not picked up within two days after a notice has been sent, the Member will automatically be placed at the bottom of the waiting list.

17.16 Late Charges

Late charges for materials are assessed at daily rates as stated in the Schedule of Fees. The grace period for loaned items is one day after the date due.

17.17 Lost Book Charges

A library book/magazine is defined as "lost" when a Member reports that he/she is not able to return it or after the item is at least one month overdue. The charges for lost items will be assessed as follows:

- (a) Overdue charges as specified in the Schedule of Fees from the due date up until the date on which the book is defined as lost, as specified above, and either (b) or (c)
- (b) The Member will be charged the current replacement list price for the Library item plus GST, or
- (c) The Member will replace the lost item with an exact copy within 14 days.

At the discretion of the Librarian, charges for lost items may be refunded provided the items are found or replaced within six months of the date charged.

CHAPTER 18: THE ZONE

18.1 Hours and Fees

The Zone hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

18.2 Vandalism

Any vandalism or abuse of computers or other equipment will be referred to the Disciplinary Committee.

18.3 Dress Code and Etiquette

Casual attire is permitted. Swimming and wet clothing is not allowed. Footwear is required. Members and their children are responsible for observing all posted rules including restrictions limiting food and drink. Internet usage must be within generally accepted standards and may be restricted by management or referred to the Disciplinary Committee if deemed inappropriate.

18.4 Children

Children 5 years of age and under are not permitted to use the facilities unless accompanied by a parent unless they are participating in a Club organized program or activity. Members or sponsoring Members must drop off and sign in children who are under 12 years of age and personally pick them up again. All charges will be posted into the sponsoring Member's account.

18.5 Guests

18.5.1 Guest Limits for Youths. Consistent with Bylaw 1.3.4, youths between 12 and 18 years of age to whom Club cards have been issued may introduce two guests at a time.

18.5.2 Guests. Guests who have been properly introduced and signed in may use the facilities. In the case of repeated failure to sign in guests, the Member (or youth) may be referred to the Disciplinary Committee.

18.6 Member Responsibility

Members are responsible for the conduct and behavior of their children, amahs and guests. All infractions of these Bylaws will be referred to the Disciplinary Committee.

CHAPTER 19: JACKPOT ROOM

19.1 Hours and Fees

The Jackpot Room hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

19.2 Restrictions on Entry

19.2.1 Age Limit. No person under 18 years of age may enter the Jackpot Room. Any person who violates this Bylaw will be subject to Disciplinary Committee sanction.

19.2.2 Use Only in Operating Hours. No person is allowed to enter the Jackpot Room in the morning until the arrival of the security guard. Similarly, no person is allowed to enter after closing time unless there is an emergency.

19.2.3 Unauthorized Personnel. No unauthorized personnel are allowed to enter the moneychanger's room.

19.2.4 No Employee Play. Employees of The Club are prohibited from playing jackpot machines.

19.2.5 Registration process. All Members and guests must register in the Jackpot Room before playing.

19.3 Attire

Smart casual attire is allowed in the Jackpot Room. Gym attire is not appropriate.

19.4 Reservations and Play

19.4.1 No Reservations. Reservation of machines is not allowed. Access to all machines is on a "first come, first served" basis.

19.4.2 Only One Machine. A Member is allowed to play only one machine at a time. Playing of more than one machine is allowed at the sole discretion of the Jackpot Room supervisory staff.

19.5 Tipping

Members are reminded that according to Bylaw 2.4, "No Member or guest shall offer or give any tip or other gift to any employee of The Club."

19.6 Claims

19.6.1 Notify Supervisor. If the lights do not correspond to the number of coins inserted, players must inform the Supervisor before playing the jackpot machine. Without such notification, claims will not be entertained.

19.6.2 Player Responsible. When changing money or cashing in or out, the player must ensure the correct amount of money is present.

19.6.3 “Winner Paid”. Claims cannot be entertained if the “Winner Paid” light is not on.

19.6.4 Signatures. Claimants for jackpots/short payments must sign a payment voucher to acknowledge the receipt of a jackpot payment.

- (a) Only Members can make jackpot claims.

19.7 Vandalism

Any vandalism or abuse of the jackpot machines will be reported to the Disciplinary Committee.

19.8 Jackpot Room Operating Procedures

19.8.1 General Guidance. This chapter establishes the policies and procedures for the control, operation, and disposition of jackpot machines and the reporting of The Club’s jackpot machine income. Net proceeds from the operation of jackpot machines (after payment of all taxes, levies, license fees, jackpots, short payments, and other operating costs of the slot machines) will be applied to the general operating expenses of The Club. Accounting records will be maintained such that uses of the net income from slot machines may be identified. Upon dissolution of The Club, all debts and liabilities of The Club will be discharged and thereafter any remaining funds that are proceeds from the slot machines will be dispersed in accordance with the laws and regulations of the Singapore government, including the Private Lotteries Act.

19.8.2 Limitations on Sale, Transfer, and Disposal. The sale, transfer, trade-in, and disposal of a Club machine are subject to the following limitations:

- (a) Procurement of additional slot machines is prohibited unless approved by the Police Licensing Division.
- (b) All dispositions must be according to applicable laws of the Police Licensing Division.
- (c) Disposition of jackpot machines other than by destruction or sale/export must be approved by the Police Licensing Division.

- (d) A certificate of destruction executed by The Club and witnessed by a Police Licensing Officer together with a Club Senior Manager must be recorded for each machine destroyed.

19.8.3 Payment of Jackpots.

- (a) Jackpots paid out are recorded and reconciled daily in The Club's computer system.
- (b) Club employees who are authorized to work on jackpot machines are prohibited from claiming payouts and collecting jackpot awards on behalf of Members.

19.8.4 Malfunction.

- (a) The keys to the internal mechanisms of the slot machines and the cash box will be safeguarded by persons designated by The Club.
- (b) When it is necessary to repair or empty the machines, these keys will be entrusted to the Jackpot Room Supervisor.
- (c) Each repair must be recorded in the repair book and should show date, time, nature of repair, Jackpot Room Supervisor, and moneychanger's signature.
- (d) If a part needs replacing or repairing, the Jackpot Room Supervisor or his designee must be consulted before any replacement or repair is done.

Changes of spare parts are to be signed by the Jackpot Room Supervisor.

19.8.5 Collections.

- (a) The machines will be emptied as often as designated or requested by The Club or the Police Licensing Division. This procedure will be completed in the presence of the Jackpot Room Supervisor (or designee) and the external Auditors.
- (b) As soon as the emptying and counting are completed, the keys are to be locked away in a secure location by the Accountant.

19.8.6 Schedule of Jackpot Room Income. The Accounts Department will prepare a monthly and cumulative schedule of Jackpot Room income in a format approved by the external Auditors and the Inland Revenue Authority of Singapore. This schedule will include a comparative analysis of Jackpot Room operations. This schedule will be forwarded monthly to The Club Management and the Finance Committee for review.

19.8.7 Emptying and Counting of Coins.

- (a) The keys to the Jackpot machines should be kept in a designated location as specified by the Head of Finance and the General Manager. No other person may remove, exchange, or add keys without proper authorization from the Head of Finance.
- (b) For the purpose of the weekly cash collection, The Jackpot Room Supervisor or a designated officer of The Club is to be entrusted with the keys to these machines.

(c) The Jackpot Room Supervisor is authorized to use these keys only in the presence of the mechanic and moneychanger and only for the purpose of repair or hopper filling.

(d) At the end of the cash collection process, these keys must be returned to the designate location.

19.8.8 Hours of Duty. The Jackpot Room Supervisor must ensure that moneychangers are available to make change of coins to Members throughout the operating hours. He must also ensure that machines that malfunction are promptly repaired to minimize down time.

CHAPTER 20: COMMUNITY OFFICES CENTER

20.1 Leases for Office Space

The Club shall lease office space to Canadian and American community organizations upon formal request by the organization and upon approval of the General Committee.

20.2 Access to Non-Members

The Club will grant access to the Community Office Center by non-members of The American Club by a mutually agreeable identification system. Except as provided in Bylaw 20.4, non-members of The Club are required to confine themselves to the facilities specifically set aside for their use in the Community Offices Center.

20.3 Meeting Rooms

Meeting Room facilities may be booked by American and Canadian community organizations in line with current procedures for booking by Members. Payment for food and beverage services in the Meeting Rooms is the responsibility of the organization that books the facility.

20.4 Cash Coupons for Non-Members

Payment for and availability of cash coupons for non-members who require food and beverage services will be undertaken at the Concierge Desk in the main lobby between 7:00 a.m. and 11:00 p.m. from Monday to Friday. These coupons are to be used only at the Poolside Terrace and at Thyme for takeaway. Food may be consumed at the Poolside Terrace or purchased on a takeaway basis. The Club's intention is to provide this service to non-members only during times that they are working at the Community Offices Center. Other modes of payment will be determined by the General Manager.

CHAPTER 21:

GENERAL COMMITTEE PROCEDURES

21.1 Meetings

21.1.1 Regular Meetings. The General Committee shall meet at least once each month, at scheduled times. In addition, the General Committee may meet at other times subject to the call either of the President or of at least five members upon at least 48 hours' notice to all members of the General Committee of the time, place and agenda.

21.1.2 Decisions. Decisions shall be taken by simple majority vote of the General Committee voting in session, provided that in appropriate circumstances, the General Committee may take decisions between regular meetings by fax, email or other appropriate means.

21.1.3 Open Meetings. Any Member of the Club may attend meetings of the General Committee except during executive sessions. The time, place and scheduled agenda of regularly scheduled General Committee meetings shall be publicized in the Club's news magazine and on notice boards, however, no action of the General Committee will be rendered invalid simply because of any failure to publicize a meeting appropriately.

21.1.4 Executive Sessions – Permitted Topics. Executive sessions will be used only when the subject matter under discussion is related to (a) legal matters (including contracts, claims and disputes, matters of liability, etc.), (b) personnel issues, (c) contemplated transactions (including purchase or sale of real estate or other assets, etc.) or (d) other matters of similar sensitivity.

21.1.5 Executive Sessions – Procedure. The General Committee shall enter executive session whenever during an open meeting the chair declares an executive session and states the general nature of the topic to be discussed. Any General Committee member may request an executive session, but authority to declare the session is vested in the chair (subject to override by simple majority vote of the members present). Where feasible, announcement of executive session should be listed on the agenda. Discussion in executive session shall be limited to those topics for which executive session is authorized. Upon decision of the chair (subject to override by majority vote of those present), non-members of The General Committee may be specifically invited to attend the executive session to provide information needed for the discussion.

21.1.6 Agenda Control. The General Committee is the sole authority over its own agenda. The chair will exercise this control on behalf of the General Committee, although by simple majority vote the General Committee may, on motion of any member add or delete business from the agenda. Normally, material related to the agenda will be distributed to each General Committee member with adequate lead-time for preparation.

21.1.7 Agenda Content. Only those issues which are within the General Committee's scope of responsibility shall consume General Committee time. That is, the General Committee will work only on the General Committee's job, not on the staff's jobs, although the General Committee may review staff performance against General Committee policies at any time it wishes.

21.1.8 Preparation and Participation. General Committee members are obligated to prepare for meetings and to participate productively in discussion, always within the boundaries of discipline established by the General Committee.

21.2 Officer Responsibilities

21.2.1 General. Officers of the General Committee are in the service of the General Committee. As such they are bound by General Committee wishes and by limits of General Committee authority. The officers may meet as a group with the General Manager for purposes of preparing the forthcoming agenda and other pre-General Committee work (as defined by its policy on Committee Process), but they may not act in place of the General Committee, except as it specifically delegates.

21.2.2 President. The President is to assure the integrity of General Committee processes including effectiveness of meetings and the General Committee's adherence to its own rules. The presidential succession, in cases of temporary absence of the President, is the Vice President, the Treasurer, and the Secretary. In the absence of the President, the term "President" shall be construed to apply in due turn to this succession of officers.

21.2.3 Vice President. The Vice President will act in the absence of the President. The Vice President also will coordinate the solicitation and recruitment of Member participation in standing committees and subcommittees. The Vice President also will undertake, at the request of the General Committee, to measure the performance of management in specified areas of operation.

21.2.4 Treasurer. The Treasurer is to perform duties in connection with finances of the Club as may be required by the General Committee. Duties of the Treasurer will neither lessen nor add to the General Manager's accountability to (and only to) General Committee policies on fiscal conditions and budgeting.

21.2.5 Secretary. The Secretary, by affixing his/her signature, shall attest formally to the legitimacy of General Committee documents. The Secretary will oversee the preparation of minutes of General Committee meetings and General Meetings. The Secretary also is responsible to the General Committee for reporting on and noting any inconsistencies of General Committee actions and for administration of election procedures, including the distribution of official notices of General Meetings.

21.3 Role of Individual Members of the General Committee

21.3.1 No Individual Authority. The General Committee as a body has authority under the Constitution to manage the Club on behalf of the Members. No individual member of the General Committee, or group of members of the General Committee, is granted any authority under the Constitution except the President, who is authorized to chair meetings, and the Secretary, who is authorized to post minutes of meetings and send notices. Therefore, except when acting in a meeting of the General Committee, no General Committee member has any greater authority than a non-member of the General Committee. Management is answerable to the General Committee as a body, not to individual General Committee members. Consequently, no member of the General Committee shall attempt to exercise authority within the Club unless explicitly delegated to do so by the General Committee. When interacting with management or staff, individual General Committee members must recognize that as individual members they have no authority over staff and must not interfere with staff operations.

21.3.2 Communications with Members and Staff and Press. Although all General Committee members are obligated to register differences of opinion on General Committee issues at the General Committee level as passionately as desired, individual members may not direct their differences of opinion to members or staff in a manner which would create dissension or polarization in the Club or undermine a decision of the General Committee majority. General Committee members' interactions with membership, press or other entities must recognize that as individuals they have no authority to speak for the General Committee unless specifically authorized by the General Committee. General Committee members are, however, encouraged to communicate and explain established policies and positions previously endorsed by the General Committee. General Committee members may also bring member issues to the attention of the General Committee if they feel that it warrants consideration of a special review, bylaw or policy change. Members will not individually render judgements of management or staff performance apart from compliance with General Committee policies as monitored by the General Committee as a body.

21.4 Ad Hoc Subcommittees of the General Committee

21.4.1 Establishment; Authority. The General Committee may, from time to time, establish ad hoc subcommittees of the General Committee to study specific issues. Such subcommittees may not speak or act for the General Committee except when formally given such authority for specific and time-limited purposes. Such authority will be carefully stated in order not to conflict with authority delegated to the General Manager. Any such ad hoc subcommittee will assist the General Committee chiefly by preparing policy alternatives and implications for General Committee deliberation. General Committee committees are not to be created by the General Committee to advise staff.

21.4.2 Relationship to Management and Staff. Subcommittees of the General Committee shall not exercise authority over staff and will ordinarily have no direct dealings with current staff operations. Further, the General Committee will not impede its direct delegation to the General Manager by requiring approval of a General Committee subcommittee before taking any executive action.

21.4.3 Recommendations. Committees may bring issues and recommendations to the General Committee through their designated General Committee member. The General Committee, however, is the only body that can decide issues of policy. Committees are encouraged to raise issues to the General Committee before they consider recommending policy changes as changes tend to affect all membership and not just those constituting an individual committee.

CHAPTER 22: PROCEDURES FOR STANDING COMMITTEES AND SUBCOMMITTEES

22.1 Definitions; Authority to Act for the Club

22.1.1 Definitions.

(a) A “Standing Committee” is a committee established by the General Committee to discuss a specific part of The Club’s operation and make recommendations regarding same to the General Committee.

(b) A “Subcommittee” is a committee established by the General Committee or, with the General Committee’s prior written consent, by a Standing Committee with regards to a specific aspect of the Standing Committee’s area of interest.

(c) A “Chair” is the chairman or chairwoman of a Standing Committee or a Subcommittee, respectively.

22.1.2 Authority to Act. Authority to act on behalf of The Club rests with the General Committee as described in the American Club’s Constitution. The General Committee is responsible for the management of The Club and its assets and may delegate to a General Manager responsibility for day-to-day operation of The Club.

22.2 General Committee to Establish Standing Committees and Subcommittees

22.2.1 Establishing Standing Committees. The General Committee will establish Standing Committees as it deems appropriate. Standing Committees and their areas of focus are generally described in Chapter 23, as may be amended from time to time to permit changes in the nature and context of The Club’s Standing Committees generally. The General Committee will appoint the Chair of all such Standing Committees from Club Members. All Standing Committees and their Chairs shall operate under the direction and guidance of the General Committee.

22.2.2 Establishing Sub-Committees. Each Standing Committee may ask the General Committee to create Subcommittees to address matters of specific interest to the relevant Standing Committee. The General Committee may establish or deny such Subcommittee requests as it sees fit. If a Subcommittee is established (and with regards to its subsequent operation), the Standing Committee may recommend the appointment of Subcommittee Chairs. The Chairs of each Subcommittee, however, will be appointed by the General Committee.

22.2.3 Direction and Guidance by Standing Committee. Each Subcommittee will be subject to the direction and guidance of the Standing Committee that oversees it.

22.2.4 Direction and Guidance by General Committee. All Standing Committees, Subcommittees and their Chairs shall operate under the ultimate direction and guidance of the General Committee. No Standing Committee, Subcommittee or Chairs of same shall have authority to make decisions of policy or operational matters. The General Committee may terminate any Standing Committee or Subcommittee at any time for any reason.

22.3 Standing Committee Procedures

22.3.1 Standing Committee Members. Standing Committees may appoint their Members as described in Bylaw 22.3.7 below. For clarity, it is noted that the General Committee may, by majority vote, remove any Chair or Member of a Standing Committee at any time for any reason.

22.3.2 Reporting Structure of Standing Committees. Subject to Bylaw 22.3.1 above, Members of Standing Committees report to the Chair of the Standing Committee on which they serve, subject to the overall authority of the General Committee.

22.3.3 Standing Committee's Role. Standing Committees are advisory in nature. They exist solely to provide the General Committee with feedback and recommendations pertinent to the Standing Committee's designated area of focus as described in Chapter 23. Standing Committees are not entitled to make policies or decisions regarding the operations of The Club.

22.3.4 Standing Committee Chairs; Term of Member's Tenure on Standing Committee. The Chair and the Members of each Standing Committee shall be appointed and approved by the General Committee annually, preferably in January, for one-year terms. The Chair of each Standing Committee may fill any vacancy on a Standing Committee as permitted by Bylaw 22.3.7 below. The Chair of a Standing Committee shall have discretion to remove any Member from her or his Standing Committee at any time for any reason. Members who are removed from a Standing Committee by its Chair may appeal such decision to the General Committee whose decision regarding any such removal will be final. Members may not serve more than two successive one-year terms on any one Standing Committee without approval of the General Committee.

22.3.5 Chairs. Each Standing Committee's Chair should be a Member of the General Committee.

22.3.6 Vice Chair. The Chair of each Standing Committee shall recommend to the General Committee a vice chair for approval by the General Committee. The vice chair need not be a Member of the General Committee.

22.3.7 Volunteering. Any Member who is interested in participating in a Standing Committee may write to the Vice President of The Club by submitting a committee interest form. Committee interest forms may be obtained from the General Manager. Standing Committee Chairs will have the right to decide in their sole discretion (subject to the approval of the General Committee) on the membership of each Standing Committee.

22.3.8 Standing Committee Meetings; Agenda; Minutes. Standing Committees should meet as deemed necessary by the General Committee to discuss matters of interest to the Standing Committee pursuant to an agenda prepared by the Standing Committee's Chair. Members of The Club's management whose functions are relevant to the Standing Committee's area of interest should participate in such meetings. Chairs should endeavor to make agendas for each meeting of a Standing Committee available to the Standing Committee's Members and affected Club management at least two days before the meeting. Minutes of each meeting should be taken and should reflect what transpired at the meeting for the purpose of follow up. A copy of the minutes of each Standing Committee meeting should, promptly upon approval by the Standing Committee, be forwarded to the General Manager for distribution to the General Committee and placement in a binder maintained by the General Manager. The minutes should not be verbatim but should summarize all significant discussion and action taken, serving as a historical record of what the Standing Committee has done, who was in attendance, and what recommendations it has made to the General Committee.

22.3.9 Recommendations to the General Committee, Communication. Following its meetings each Standing Committee Chair shall update the General Committee on recommendations made by the Standing Committee's members. Recommendations by a Standing Committee to the General Committee must be predicated upon the agreement of at least half of the members of the Standing Committee. The Chair shall subsequently inform its Standing Committee's members of any decisions made by the General Committee that affect the Standing Committee.

22.4 Subcommittee Procedures

22.4.1 Subcommittee Members. Subcommittees may appoint their Members as described in Bylaw 22.4.7 below. For clarity, it is noted that the Standing Committee that created the Subcommittee or the General Committee may, by majority vote, remove any Chair or member of a Subcommittee at any time for any reason.

22.4.2 Reporting Structure of Subcommittees. Subject to Bylaw 22.4.1 above, Members of Subcommittees report to the Chair of the Subcommittee on which they serve.

22.4.3 Subcommittees' Role. Subcommittees are advisory in nature. They exist solely to provide the Standing Committee to which they report with feedback and recommendations pertinent to the subject of the Subcommittee. Subcommittees are not entitled to make policies or decisions regarding the operations of The Club.

22.4.4 Subcommittee Chairs; Term of Member's Tenure on Subcommittee. The Chair and the Members of each Subcommittee shall be appointed and approved by the Standing Committee to which the Subcommittee reports annually, preferably in January, for one-year terms. Members may not serve more than two successive one-year terms on any Subcommittee without the approval of the General Committee. A vacancy on any Subcommittee created by a departure, resignation, or otherwise should be filled by appointment of a new member approved by the General Committee. The Chair of a Subcommittee shall have discretion to remove any member from her or his Subcommittee at any time for any reason. Members who are removed from a Subcommittee by its Chair may appeal such decision to the General Committee whose decision regarding any such removal will be final.

22.4.5 Chairs. Chairs of each Subcommittee will be appointed by the General Committee.

22.4.6 Vice Chair. The Chair of each Subcommittee shall recommend a vice chair to the Chair of the Standing Committee under which the Subcommittee operates for approval. The vice chair need not be a Member of the General Committee or of the respective Standing Committee.

22.4.7 Volunteering. Any Member who is interested in participating in a Subcommittee may write to the Vice President of The Club by submitting a committee interest form. Committee interest forms may be obtained from the General Manager. Subcommittee Chairs will have the right to decide in their sole discretion (subject to the approval of the General Committee) on the membership of each Subcommittee.

22.4.8 Subcommittee Meetings; Agenda; Minutes. Subcommittees should meet as deemed necessary by the General Committee to discuss matters of interest to the Subcommittees pursuant to an agenda prepared by the respective Subcommittee's Chair. Members of The Club's management whose functions are relevant to the Subcommittees' area of interest should participate in such meetings. Chairs should endeavor to make agendas for each meeting of a Subcommittee available to the Subcommittee's members and affected Club management at least two days before the meeting. Minutes of each meeting should be taken and should reflect what transpired at the meeting for the purpose of follow up. A copy of the minutes of each Subcommittee meeting should, promptly upon approval by the Subcommittee, be forwarded to the General Manager for distribution to the General Committee and placement in a binder maintained by the General Manager. The minutes should not be verbatim but should summarize all significant discussion and action taken, serving as a historical record of what the Subcommittees has done, who was in attendance, and what recommendations it has made to its Standing Committee.

22.4.9 Recommendations to the Affected Standing Committee, Communication. Following each meeting each Subcommittee's Chair shall update the Standing Committee under which it serves on recommendations made by the Subcommittee's Members. Recommendations by a Subcommittee to a Standing Committee should be predicated upon the agreement of at least half of the Members of the Subcommittee. The Chair of the Subcommittee shall subsequently inform its Members of any decisions made by the Standing Committee or General Committee that affect the Subcommittee.

22.4.10 Clarification of Subcommittees' Role. For clarity it is noted that Subcommittees are advisory in nature. They exist solely to provide their respective Standing Committee with feedback and recommendations pertinent to the subject matter of the Subcommittee and its Standing Committee. Subcommittees are not entitled to make policies or decisions regarding the operations of The Club. They are also not entitled to directly communicate with the General Committee without leave to do so from the General Committee itself.

22.5 Additional Rules Applicable to Standing Committees and Subcommittees

22.5.1 Rules of Order. For meetings to run effectively and achieve their purpose, the Simplified Rules of Order, a copy of which is appended to these Bylaws, shall be used as a guide for all Standing Committee and Subcommittee meetings. All Standing Committee and Subcommittee members should familiarize themselves with these rules.

22.5.2 Conflict of Interests. No person should participate in any decision of any Standing Committee or Subcommittee if he or she has a financial interest in the outcome of the decision, either directly or through his or her employer or any relative. Each person appointed or elected to a Standing Committee or Subcommittee shall, as a condition to accepting such appointment or election and serving in such capacity, sign a Conflict of Interest Statement in a form prescribed by the General Committee, agreeing to make known to the members of the General Committee the existence of any such conflict of interest which may arise from time to time and to voluntarily withdraw from participation in any decision so affected. The General Committee will be entitled to decide if any actual or perceived conflict of interest should bar any member from service on a particular Standing Committee or Subcommittee. For purposes of this Bylaw 22.5.2 a "relative" is a spouse, child, or other person defined by the Singapore government as a "relative".

22.5.3 Confidentiality. All Standing Committee and Subcommittee meetings and matters discussed therein which relate to general Club business and/or information which is not generally available to the public will be deemed Club confidential information. All Members of Standing Committees and Subcommittees shall, as a condition to serve on the Standing Committee or Subcommittee, sign a Confidentiality Statement in a form prescribed by the General Committee, agreeing to keep all such matters confidential. In the event of any uncertainty as to which matters are of such sensitivity that they shall be kept confidential the General Committee, or failing it, the relevant Standing Committee Chair, shall make such determination. For clarity it is noted that the Members of the Disciplinary Committee and the Finance Committee (and all related Subcommittees) shall always be required to sign and agree to Confidentiality Statements as a condition of their service; if they refuse they shall not be appointed/should be dismissed from service by the General Committee.

22.5.4 Overlap of Interest and Responsibility. From time to time, there will be an overlap of interests between Standing Committees and/or Subcommittees. Dialogue between such groups should be maintained in a spirit of cooperation. The General Committee should resolve any actual or perceived conflicts of this nature.

22.5.5 Communication with Management. Each Standing Committee and Subcommittee shall liaise with the General Manager or his or her designated staff members in a constructive manner concerning members' proposals and feedback.

22.5.6 Representation of American Club. No Member of the General Committee, any Member of any Standing Committee, or any Member of a Subcommittee or Member shall enter into any dealing or communication with individuals, organizations or entities outside The Club in the name of or on behalf of The Club without the General Committee's prior written approval.

22.5.7 Visitors to Meetings. With the exception of the Disciplinary Committee, the Finance Committee, and the Rules Committee (and any Subcommittees thereof) Club Members who do not serve on a Standing Committee or Subcommittee may attend Standing Committee or Subcommittee meetings, provided the visiting Club Members adhere to appropriate procedure and conduct as specified by the Simplified Rules of Order and the directions of the relevant Standing Committee or Subcommittee Chair. The Chair may request any visitor to leave the meeting for voting or discussion as the Chair sees fit.

CHAPTER 23: STANDING COMMITTEES

23.1 Standing Committees

Unless the General Committee shall determine otherwise, the standing committees of the Club shall include the following:

Executive Committee
Finance Committee;
House Committee;
Membership Committee
Social and Dining Committee;
Youth and Family Committee;
Sports and Recreation Committee;
Strategic Planning Committee;
Rules Committee;
Compensation Committee;
Disciplinary Committee and
Leadership Development Committee

23.2 Executive Committee

The President, Vice President, Secretary and Treasurer elected by the General Committee shall comprise an Executive Committee of the General Committee. The Executive Committee shall propose the agenda for meetings of the General Committee and make recommendations to the General Committee as to matters of policy. The Executive Committee shall, in emergency cases and such other situations as the General Committee shall determine, be authorized to make decisions on behalf of the General Committee when the General Committee is not in session and it is not practical to assemble the General Committee or otherwise poll its members for a collective decision, provided that all such decisions of the Executive Committee shall be subject to ratification by the General Committee at its next meeting.

23.3 Finance Committee

23.3.1 Composition. The Committee shall consist of the Treasurer and up to ten other members as approved on an annual basis by the General Committee. One of these members will be the Chair of the Investment Policy Subcommittee.

23.3.2 Staff. The General Manager or other management representative shall be present at all meetings. Also present shall be the Financial Controller and the Club Accountant.

23.3.3 Responsibilities. The Committee is responsible for the following:

- (a) Review of the approved operating and capital budgets on an ongoing basis and reporting of significant financial trends to the General Committee;
- (b) Initial review of the Operational and Capital budgets prepared by management prior to submission to the General Committee for approval;
- (c) Review of the financial performance of the Club on an ongoing basis and reporting of financial results to the General Committee;
- (d) Review of the Investment policies as developed by the Investment Policy subcommittee;
- (e) Oversight of the invested capital of the Club and reporting of investment results to the General Committee;
- (f) Liaison between Management, Financial Controller and Club Accountant and the external auditors;
- (g) Review of the Club's fund balance designations and recommendation of changes, if any, to the General Committee at least annually.

23.3.4 Conflicts of Interest; Confidentiality. All members of the Committee are required, as a condition of his or her membership thereof, to sign the statements regarding conflicts of interest and maintenance of confidentiality as adopted by the General Committee for its members.

23.4 House Committee

The House Committee determines the standards and policy regarding the overall physical appearance, seasonal decorations, décor and conceptual space planning of all current facilities at The Club. The implementation of the standards and policy will be jointly coordinated with the appropriate committees and club management. In addition, the House Committee provides oversight to the Library and Sub-Committees. The House Committee is chaired by the House Chairman, who is a member of the General Committee, and who attend all relevant meetings and report monthly to the General Committee on all matters regarding the individual subcommittee.

23.5 Membership Committee

23.5.1 Members. The Committee shall consist of a Chairman, Vice Chairman, and between two and ten additional members.

23.5.2 Quorum. A quorum shall consist of three members.

23.5.3 Duties. The Membership Committee shall have the following duties:

- (a) Act as liaison between Members and the Membership Department;
- (b) Assure the correct posting of a list of potential Members on the notice board at least 30 days before the next scheduled General Committee meeting and present such candidates to the General Committee for confirmation;
- (c) Present recommendations to the General Committee for approval of Membership transfers and purchase of Corporate Memberships;
- (d) Advise the General Committee of Membership demographics – actual number of Members, status of wait lists, etc.;
- (e) Make recommendations to the General Committee regarding entrance fees, dues rates, transfer fees and Absent Status policies;
- (f) Liaise with Members regarding questions on entrance fees, dues, payments plans and resignations; and
- (g) Meet with Members who are unable to attend one or more Introduction Cocktails so that they may fulfill the requirements to meet with a General Committee member.

23.6 Social and Dining Committee

23.6.1 Mission. To promote Member satisfaction in food and beverage outlets, events and policies. To act as a conduit between Members, management and the General Committee on such matters. To oversee that such outlets, events and policies do not compromise the financial viability of the Club.

23.6.2 Special Committees. The Committee with the approval of the General Committee may recommend the creation of a special subcommittee to address specific issues and interests. Any such special subcommittee shall include at least one Social and Dining Committee member and may also utilize volunteers from the general membership. Proposals and concerns raised by any such special subcommittee shall be reported to the General Committee via the Committee, by inclusion in the Committee's minutes.

23.7 Youth and Family Committee

23.7.1 Mission. The mission of the Youth & Family Committee is to create and foster a community environment that serves as a center for social, recreational and educational activities meeting the needs of American Club families.

23.7.2 Authority and Goals. The Youth and Family Committee will:

- (a) Work closely with Youth Managers to provide support and feedback; Solicit and encourage participation from youth and family members;
- (b) Act in an advisory capacity to the General Committee and General Manager; and
- (c) Be the liaison between Membership and Club Staff regarding family oriented programs and concerns.

23.7.3 Composition of Committee. The committee chair will be an elected member of the General Committee. The General Committee member may relinquish the chair to a committee member acceptable to the General Committee.

23.7.4 Special Committees. The Committee with the approval of the General Committee may recommend the creation of a special subcommittee to address specific issues and interests. Any such special subcommittee shall include at least one Youth and Family Committee member and may also utilize volunteers from the general membership. Proposals and concerns raised by any such special subcommittee shall be reported to the General Committee via the Committee, by inclusion in the Committee's minutes.

23.7.5 Solicitation of Volunteers. Committee Members are encouraged to solicit volunteers for the purpose of assisting in special activities or events.

23.8 Sports and Recreation Committee

The mission of the Sports and Recreation department is to provide a comprehensive program of activities designed to meet the needs of all age, skill and interest levels represented in the American Club.

23.8.1 Purpose. To oversee the various subcommittees which comprise the Sports and Recreation department. To assure each subcommittee is representing all user groups of its respective population. The Sports and Recreation Chair shall present policy recommendations from subcommittees to the General Committee for consideration and approval.

23.8.2 Composition. Sports and Recreation is comprised of the various subcommittees formed by Members in interested areas. (Present subcommittees include Gym, Aquatics, Tennis, Golf, Bowling, Squash and the Spa).

23.8.3 Meetings. Each subcommittee shall meet once per month on a regular basis. If needed, they may schedule additional meetings.

23.9 Strategic Planning Committee

23.9.1 Mission. The mission of the Strategic Planning Committee is to determine a development strategy for the Club which will deliver the best opportunity and plan to meet its short and long term facilities goals. Maximizing the value of the Club's current assets, maintaining a viable operation and having in mind the interests of both current and future members should be a part of the planning process.

23.9.2 Responsibilities. The Committee should develop a Master Plan for the current facility. The value of any changes to the current facility should be judged taking the Master Plan into consideration.

The Committee should review any planned renovation or addition to the existing facility taking into consideration the Mission of the Committee.

The Committee should regularly review the adequacy of the current facility and evaluate if it continues to meet membership size and needs. The Committee should over time evaluate if a relocation or major reconstruction is recommended.

23.9.3 Composition. The Chairs of the Youth and Family, House, Finance, Membership, Social & Dining and Sports and Recreation Committees as well as members at large should be members of the Committee. The Chair of the Strategic Planning Committee should be a member of the General Committee.

23.10 Rules Committee

23.10.1 Purpose. The Rules Committee is a Standing Committee. It is responsible to the General Committee. A primary function of the Rules Committee is to prepare drafts of amendments to the Constitution and Bylaws for consideration by the General Committee. The Rules Committee is guided by the premise that the Constitution is the foundation upon which the governance of The American Club is based. The Rules Committee should make recommendations that are clear and unambiguous and should make certain that a provision in one article should not be in contradiction with other provisions of the Constitution or Bylaws. The Rules Committee receives direction from the General Committee and should be receptive to input from other committees of the Club and from the general membership.

23.10.2 Composition. The General Committee appoints members of the Rules Committee annually for one-year terms. There should be at least five members and not more than nine. The Chair of the Rules Committee should be a sitting member of the General Committee with extensive knowledge of the Club and its history. It is desirable that the Secretary and two to three members of the General Committee serve on the Rules Committee. Other members of the Committee should have knowledge of the Club and background and experience, which will enable them to contribute meaningfully to a review and assessment of a proposed change in either the Constitution or the Bylaws.

23.10.3 Role; Standards. Upon becoming aware of any manner in which the operations or conduct of management or any committee or official of the Club constitutes a continuing violation of the Constitution or Bylaws, the Rules Committee shall bring the situation to the attention of the General Committee and forward to the

General Committee a recommendation for any appropriate change in practice or any amendment of the Constitution or Bylaws to resolve such violation.

23.10.4 Meetings. The Rules Committee generally meets several times each month during a major revision process and otherwise not less than monthly. The General Manager or his or her designated representative attends meetings as a guest of the Committee to provide advice and administrative support and to consult with the Committee as to the impact on Club operations of proposed changes in the language and implementation of proposed or current rules. Minutes will be taken at Committee meetings and will be distributed to members within one week after each meeting. The Chair will prepare an agenda for each meeting and circulate it in advance of such meeting. The agenda shall include unfinished business from prior meetings and new business to be considered, including input from Committee members.

23.11 Disciplinary Committee

23.11.1 Composition of the Committee. The Committee shall consist of the Secretary and three Members as approved by the General Committee.

23.11.2 Quorum. A quorum of the Chairperson, one Committee member and an invited Management representative is sufficient under normal circumstances - for serious infractions additional Members may be temporarily co-opted (preferably Members from the sub-committee of the Club area concerned).

23.11.3 Chair. Any member of the Disciplinary Committee may assume the Chair if the Club Secretary is not available.

23.11.4 Minor Infractions. For minor first time infractions (handphone, employee abuse, Amah, guests not signed in etc.) a warning letter will be issued.

23.11.5 General Committee Approval. All sanctions will be reported to and approved by the General Committee.

23.12 Leadership Development Committee

23.12.1 Composition of the Committee. The Leadership Development Committee is chaired by the Vice President and consists of the chairs of each other standing committee and each subcommittee.

23.12.2 Functions. The committee's function is to identify and recruit Members for volunteer service in Club activities, including membership on the standing and subcommittees. The Leadership Committee will recommend to the General Committee potential members of Club committees and will annually present to the Nominating Committee the names of Members for consideration by the Nominating Committee as potential candidates for General Committee.

23.13 Compensation Committee

23.13.1 Role, Membership. The Compensation Committee shall be a standing committee and shall have responsibility for overseeing the contract and compensation of General Manager and of the senior managerial staff as a group. The Members of the Compensation Committee shall be the President (who shall serve as chair of the committee), the Treasurer and one other member of the General Committee selected by the President with the approval of the General Committee.

23.13.2 General Manager's Contract and Compensation. The Compensation Committee will be responsible to (a) negotiate, approve and administer the General Manager's contract, (b) consider and decide upon any request for a waiver or revision of any term of the General Manager's contract and (c) review and approve any salary adjustment, bonus or other special compensation for the General Manager not previously included in his or her contract.

23.13.3 Senior Managerial Staff Contracts. The General Manager will consult with the Compensation Committee in connection with the negotiation of employment contracts for senior managerial staff of the Club. The General Manager will advise the Compensation Committee of the aggregate amount of compensation paid to senior managers as a group, the policy of benefits in cash and in kind made available to such staff, the form of employment contract used by the Club for senior managerial staff. Notwithstanding such review and consultation by the committee, the General Manager shall personally conduct contract negotiations with senior managers and will be responsible for fixing their individual compensation within the overall budget, and will remain ultimately responsible for securing and retaining an exemplary staff of senior managers capable of achieving the objectives of the Club. The Compensation Committee will approve the aggregate compensation to be paid to the senior managerial staff in each year and any change in policy concerning cash benefits in kind provided to senior staff members. The General Manager shall not be required to disclose the specific compensation of any individual senior staff member if the General Manager believes it is not in the Club's interest to do so. At the end of each budget year, the General Manager will report to the Compensation Committee the actual aggregate amount of compensation and benefits paid or provided to the senior managerial staff as a group.

23.13.4 Report to General Committee. The Compensation Committee will confirm to the General Committee annually that the foregoing procedures have been followed.

23.13.5 Confidentiality. The Compensation Committee will keep confidential the particulars of the General Manager's compensation and benefits, provided that, if the Compensation Committee determines in an extraordinary situation that the General Committee requires knowledge of any such particular to make a decision on an issue before the General Committee, it may reveal such particular to the General Committee in executive session. In any such event, such disclosure shall be limited to information so required, and the members of the General Committee shall be obliged to maintain the confidentiality of such information.

23.13.6 Other Responsibilities. The Compensation Committee will carry out such other functions with respect to contract administration for the General Manager and senior managerial staff as the General Committee may assign.

CHAPTER 24: SUBCOMMITTEES

24.1 Subcommittees

Unless the General Committee shall determine otherwise, there shall be the following subcommittees of the standing committees:

<u>STANDING COMMITTEE</u>	<u>SUBCOMMITTEES</u>
EXECUTIVE	(None)
FINANCE	Investment Jackpot Room
HOUSE	Library Fine Art
MEMBERSHIP	Policy Development Communications
SOCIAL AND DINING	Gourmet and Wine
YOUTH AND FAMILY	(None)
SPORTS AND RECREATION	Bowling Tennis Squash Gym Aquatics Golf Spa
STRATEGIC PLANNING	
RULES	Nominating
COMPENSATION	
DISCIPLINARY	(None)
LEADERSHIP DEVELOPMENT	(None)

24.2 Investment Subcommittee

24.2.1 Function of the Subcommittee. The Investment Subcommittee oversees the implementation of, and makes recommendations to the Finance Committee and the General Committee for updates and modifications to, the investment policy of the Club.

24.2.2 Scope of Policy. The investment policy of the Club is intended to reflect the objectives and constraints of the management of the total invested capital of The American Club. This statement is set forward in order to:

- (a) Define and assign the responsibilities of all involved parties.
- (b) Establish a clear understanding for all involved parties of the investment goals and objectives for the capital assets.
- (c) Offer guidance and limitations to all Investment Managers regarding the investment of capital assets.
- (d) Establish a basis for evaluating investment results.
- (e) Manage capital assets according to prudent standards as established in law and in keeping with the fiduciary responsibility we hold.

24.2.3 Delegation Of Authority. The General Committee of The American Club is a fiduciary, and is ultimately responsible for directing and monitoring the investment management and performance of invested assets. As such, the General Committee is authorized to delegate certain responsibilities to professional experts in various fields. These may include but are not limited to a designated Subcommittee, an Investment Management Consultant, Investment Manager, Custodian or such other Professionals as the General Committee may deem necessary to administer its obligations.

24.2.4 Assignment Of Responsibility.

(a) **Responsibility Of The General Committee.** The General Committee is charged by the Constitution with management and conservation of assets of The American Club. The General Committee shall discharge its duties solely in the interest of The American Club and its members, and shall endeavor to use the care, skill and diligence that a prudent man, acting in similar capacity and familiar with such matters would use in the conduct of like business. The General Committee, with the advice and recommendation of the Investment Subcommittee and the Finance Committee, shall have the following specific responsibilities:

- 1) Projecting the Club's financial needs and communicating these needs to the investment managers on a timely basis. This should include the preparation and presentation of a schedule showing expected cash flow demands on the invested funds to allow sufficient time to build up necessary liquidity within the fund.
- 2) Determining the risk tolerance and investment horizon and communicating these to the investment managers.
- 3) Establishing reasonable and consistent investment objectives, policies and guidelines which will direct the investment of capital assets.

- 4) Searching, selecting and monitoring qualified investment professionals including the Investment Managers and thereafter monitoring their performance to assure adherence to policy guidelines.

(b) Responsibility Of The Investment Consultant/Investment Manager(s). The investment consultant and/or investment manager(s) retained by the Club shall have the following responsibilities:

- 1) Assisting in the development and periodic review of investment policy.
- 2) Investment management including decisions to buy, sell, or hold individual securities and to alter asset allocations within the guidelines established in this statement.
- 3) Reporting, on a timely basis, quarterly investment performance results.
- 4) Communicating any major changes in economic outlook, investment strategy or other factors which may affect implementation of the investment plan or its goals.
- 5) Voting proxies on behalf of shares owned by The American Club and communicating such votes to The American Club on a timely basis.

24.3 Jackpot Subcommittee

The mission of the Jackpot Subcommittee is to achieve, through improvements, the highest level of general satisfaction of all playing Members; create an ideal friendly, conducive and caring atmosphere through clearly defined expectations and communications with the staff; and encourage play through Member sensitive and appropriate support.

24.4 Library Subcommittee

24.4.1 Mission. The mission of the American Club Library is to meet the recreational reading needs of all Members of The American Club.

24.4.2 Objectives. The objectives of the Library Subcommittee are:

- (a) To promote reading for pleasure and information.
- (b) To provide a recreational reading library for adults, young adults and children.
- (c) To provide a comfortable and quiet reading environment.
- (d) To meet the general reading needs of Members of The American Club.

24.4.3 Members. The Library Subcommittee will meet at least once each calendar month and is open to all Members. The subcommittee will include members of varying interests and will include an elected subcommittee chair, a General Committee member (House Chair or House Vice Chair), as well as staff representatives. The Library subcommittee will work with professional library staff to set library policy, select and procure library materials, develop library programs, and develop the library budget.

24.5 Fine Art Subcommittee

The Fine Art Subcommittee will strive to have a wide range of artwork displayed for the enjoyment and education of the Club Members as well as to enhance the décor of the facility within the guidelines of the Facilities and Design Sub Committee.

24.6 Bowling Subcommittee

24.6.1 Mission Statement. The mission of the Bowling Subcommittee is to create high quality programs and a bowling facility that serves the needs of Members of all ages and levels of ability.

24.6.2 Responsibility. The Bowling Subcommittee shall:

- (a) Make arrangements for meeting of league team captains and to supervise the administration of league competitions in compliance with the league rules including the award of prizes and trophies. In the event that any matter arises which is not provided for in the league rules, such matter shall be dealt with by the Bowling Subcommittee as it deems fit.
- (b) Arrange special events and competitions under the guidance of the Sports and Recreation Director.
- (c) Arrange the Club Annual Championships including authority to solicit cash sponsorship from Members and submit a report to the Finance Department. The Subcommittee may delegate matters affecting the annual tournament to a separate subcommittee, if necessary.
- (d) Decide on competitions in which teams representing The American Club should participate and select or make arrangements for the selection of Club teams without the consent of a General Meeting of bowlers.
- (e) Reserve the bowling lanes for leagues and other competitions or such other purposes as the Bowling Subcommittee deems necessary but subject always to agreement by the Sports and Recreation Director.
- (f) Arrange for matches, exhibitions and competitions and to permit persons who are not Members of the Club to use the Bowling Alley for such events in compliance with any relevant rules of the Club.
- (g) Arrange for the publication of rules and notices affecting the interest of Bowling Members.
- (h) Make recommendation to the Sports and Recreation Director regarding the maintenance of the bowling lanes.
- (i) Liaise with the Singapore Tenpin Bowling Congress on behalf of the Club on all bowling matters and nominate delegates to serve on the General Council of the Congress.

24.7 Tennis Subcommittee

The mission of the Tennis Subcommittee is to create an outstanding program that addresses Members needs by improving player skills developing a sense of fair play and sportsmanship in a fun atmosphere extending to all ages and levels of ability that promote understanding and goodwill in a multi-cultural environment. The tennis subcommittee is to be the liaison between the Members of the tennis playing community and the tennis pro. The Tennis Subcommittee will work together with the tennis pro to make sure that the tournaments, children's and adult programs are in conjunction with the needs of the tennis community.

24.8 Squash Subcommittee

24.8.1 Subcommittee Goals.

- (a) To encourage the participation of new Members in the squash league.
- (b) To ensure full satisfaction for active Members.
- (c) To enhance and expand squash activities.
- (d) To improve communication between the squash division and the rest of the American Club departments.
- (e) To maintain and enhance the American Club's squash reputation among other squash teams and clubs in Singapore.

24.9 Nominating Committee

24.9.1 Election of Chairman. At its first meeting, the Nominating Committee shall elect a chairman from among those members selected by lot pursuant to Article 19(c)(vi) of the Constitution.

24.9.2 Conflicts of Interest. No Member who seeks to be nominated or is a relative of a person who seeks to be nominated, shall be eligible to serve on the Nominating Committee .

24.9.3 Eligible Candidates. Any person who, in accordance with Article 17(b) of the Constitution, will be eligible for election to the General Committee at the time of the Annual General Meeting is eligible to be nominated by the Nominating Committee.

24.9.4 Primary Goal. The Nominating Committee shall seek to identify and nominate the best available candidates from among those eligible Club Members who express an interest in running for the General Committee.

24.9.5 Procedures. The Nominating Committee shall determine its own procedures for evaluating candidates and, subject to the timetable for completion of nominations established by the Club secretary, shall determine the schedule and frequency of its meetings.

24.9.6 Recommendations. The Nominating Committee shall recommend to the Club Membership only such candidates who, in the considered judgement of the Nominating Committee, will provide the Club with the most effective leadership through the General Committee. The Nominating Committee shall endeavor to verify that each person it nominates is willing to run for election and, if elected, to serve as a member of the General Committee.

24.9.7 Communications. The Nominating Committee shall communicate its decisions to the Members solely by delivering to the Club Secretary a list of those candidates nominated by the Nominating Committee. The Nominating Committee shall make no statement to the Club Membership as to its reasons for including or excluding any potential candidate from its nominees.

24.10 Aquatics Subcommittee

The mission of the Aquatics Subcommittee is to provide a high quality aquatics program by encouraging fun, varied and safe water based activities for all ages, abilities and interest.

24.11 Golf Subcommittee

The mission of the Golf Subcommittee is to investigate and seek out golfing opportunities for our Members, to provide guidelines to Club Management for the Monthly Outings, and to provide support and guidelines for any special Golfing related activities at the Club.

24.12 Gym Subcommittee

The mission of the Gym Subcommittee is to create a first class wellness program that addresses Members needs by providing a total and diversified program in body, mind and spirit. This is to be accomplished through a combination of the gymnasium, spa and educational opportunities and is to address all age and interest levels.

24.13 Spa Subcommittee

The mission of the Spa Subcommittee is to liaise with GC members and other club members regarding spa policies and promotions making appropriate recommendations in order to increase member usage and satisfaction, plus provide consistency in operations and a pleasing spa experience to all patrons while at the same time increasing spa usage.

24.14 Wine Subcommittee

The mission of the Wine Subcommittee is to select suitable wines for all club outlets and functions, which will satisfy members' expectations for all occasions. To provide input and recommendations from members to the General Committee and Management on such matters. To ensure that the actions of the Wine Sub-Committee will not compromise the financial viability and good reputation of the club.

CHAPTER 25: OPERATING AND CAPITAL FUND COMPOSITION AND DESIGNATIONS

25.1 The Operating Fund

The Operating Fund is comprised of three components:

- (a) A bank guarantee account
- (b) A working capital component needed on demand or with short notification periods to meet operating cash flow timing needs
- (c) Operating surpluses brought forward from prior years

The Operating Fund may be utilized for General Committee approved operating expenses. Under such circumstances, the operating surplus component will be drawn down first, followed by the working capital component. If the Operating Fund has been drawn down for unbudgeted operating expenses, it will be topped up at the end of the financial year to a level comprising the bank guarantee account and the working capital component. The source of funds for the top up will be the Capital Fund.

This fund is currently managed by the Finance Department of The American Club, and is invested in Singapore Dollar fixed deposits, current accounts and money accounts with approved banks, if not immediately needed as working capital.

25.2 The Capital Fund

The Capital Fund consists of the balance resulting from receipts designated for the fund net of expenditures designated to the fund. Receipts and expenditures designated for the Capital Fund are entrance fees; income taxation; net investment income, losses and expenses; and depreciation and gain or loss on disposal of fixed assets. The net of all designated receipts and expenditures must be deposited to the Capital Fund unless withheld for General Committee and/or Membership approved capital expenditures for major construction and renovation projects. A total of \$1.25 million annually will also be withheld and transferred to the Operating Fund to help offset the cost of security, repair and maintenance at The Club. The Capital Fund is intended to be perpetual and except for the above will be drawn down only for the following purposes:

- 1) Replacement cost of the Club's buildings at the end of their estimated useful lives
- 2) Major renovation projects to existing buildings
- 3) Renewal and replacement of fixed assets

CHAPTER 26: INVESTMENT POLICY

I. STATEMENT OF INVESTMENT POLICY

This Investment Policy Statement outlines the Club's investment management approach for achieving the Club's objectives and provides guidelines and constraints for the management of the Club's assets. It also provides investment guidelines and constraints for Investment Managers managing identified segments of the portfolio.

The Investment Subcommittee, which oversees the implementation of the investment policy of The Club, is not involved in the direct management of the investment portfolio. Rather, the Investment Subcommittee, with oversight from the Finance and General Committees, establishes investment goals and objectives, selects investment advisors and managers, and monitors performance. The Club does not have a treasury function or staffing to support the investment portfolio beyond that required for making accounting entries to record balances and returns, and accordingly the Club's investment advisor(s) must provide execution, monitoring, and reporting functions.

II. PROCEDURE FOR SELECTING PREFERRED INVESTMENT ADVISORS AND MANAGERS

In selecting a preferred investment manager/advisor, the Subcommittee must request proposals from at least four independent and Multinational Investment Companies which may be Investment Banks or other Asset Management Organizations. At least one of the proposals will be from a "Buy side only" Investment Organization.

The request for proposals must solicit, at a minimum, responses to the items specified in Appendix B.

III. STRATEGIC CONSIDERATIONS

1. Investment Purpose and Objectives:

The goal of The Club is to manage its capital and reserves using an investment policy based on the general framework constructs of Modern Portfolio Theory/Efficient Frontier Analysis to develop a diversified portfolio. The Club's investment portfolio consists of the Capital Fund as set forth in Chapter 25.

The Capital Fund is a quasi-endowment fund established for the purposes set forth in Chapter 25.2.

Although the principal and accumulated earnings of the Capital Fund may be drawn against for capital projects from time to time, the fund is to be invested using a long-term time horizon of greater than five years. The Club anticipates a minimum lead time for any expenditure of this fund of approximately a year, in order that the fund manager is able to make an orderly exit from investments. The investment characteristics and

objectives for this fund are moderate risk tolerance, capital growth focus, and a time horizon of greater than five years.

2. Investment Time Horizon

Our portfolio timeframe will generally allow the portfolio to endure the volatility of market cycles.

3. Risk Management

The Club defines and quantifies risk through analysis of Portfolio Volatility (standard deviation). It monitors, and requires its managers to monitor, Portfolio Volatility through generally accepted frameworks including Efficient Frontier Analysis (EFA) and Modern Portfolio Theory.

The following risk management guidelines should be utilized in the management of the Club's funds:

- 1) Based on the last ten years of performance history of the strategic benchmark, the chosen allocation should,
 - i. Not have shown an annualized volatility greater than 10% (to be measured in annualized Standard Deviations)
 - ii. Not have shown any monthly drawdown greater than 10% in any one calendar month.
- 2) Based on historical volatilities and correlations, and estimated forecasted asset class returns,
 - iii. For any losses in a one-year horizon, the probability should not be greater than 25% (or, once every 4 years)
 - iv. For any losses greater than 5%, the probability should not exceed 10% (or, once every 10 years)
- 3) The tracking error of implementation versus strategic benchmark should not exceed 5%

The Club acknowledges that systemic risk is present in any investment and accepts that losses may be incurred in certain economic environments. However, the investment portfolio should utilize strategies of diversification (such as asset allocation and security selection) to eliminate or minimize individual security/sector/asset class specific risks (idiosyncratic risks). The investment strategy should utilize modern quantitative strategies (such as tracking correlation/covariance) to evaluate and monitor the volatility contribution of any particular investment (security/ mutual fund/commodity/ currency/ hedge fund etc.) on the overall variance or volatility of the entire portfolio. To facilitate monitoring that risk assumed is commensurate with the overall investment policy and goals of The Club, Managers must provide relevant statistics such as VAR(Value at Risk), Sharpe Ratio, and other Volatility measures (see below) to facilitate understanding and quantification of the risk of the portfolio. Managers must also make available techniques such as Monte Carlo Simulations to demonstrate portfolio vulnerability under select economic conditions.

To monitor capital purchasing power and the ability to make periodic withdrawals from the portfolio we will also ask managers to employ Shortfall Analysis incorporating

expected capital outflows with potential return and loss scenarios statistically represented in the portfolio.

4. Tax Considerations

There are no significant tax considerations that would effect or restrict the Club’s investment activities.

5. Preferences, Investment Restrictions and Manager Guidelines:

Our preferences and restrictions for the asset allocation and managers managing portions of our portfolio follow:

<u>Type:</u>	<u>Restrictions/Guidelines:</u>
Asset Class:	Alternatives – Only Fund of Fund investments, no direct investments into a single “hedge fund”
Industry:	None
Specific Investments:	While the below investment/activities may form part of an investment program or “fund” that is utilized by the Club’s Investment Managers, The Club may not directly undertake the following activities; Directly trade in Futures of any kind. Directly trade in derivatives transactions that would present the possibility of losing amounts above capital invested. Utilize margining or direct leverage of the Club’s portfolio. Directly short selling securities.

6. Currency Considerations:

The Club’s cash and investments arise from membership initiation fees and operations that are denominated in Singapore Dollars, as are all of its operating and capital expenditures. Accordingly, no more than 30% of the Club’s investments are to be exposed to currencies other than Singapore Dollars. While it is permissible for The Club, and its investment managers, to allocate significantly more than 30% of investment assets in other than Singapore Dollars in order to achieve the investment objectives and geographical diversification, currency hedges must be utilized to keep the Club’s net exposure to no more than 30% in non-Singapore Dollars.

IV. TACTICAL ASSET ALLOCATION AND ALLOCATION RANGES

The assets of the Club’s investment portfolio shall be diversified among various classes of investments. While the allocation of assets at any given time is dependent upon the overall economic and financial outlook and the relative risk/return parameters and valuation levels for each asset class, these assets will generally be managed taking into account the following Strategic Asset Allocations with allowances for deviation in accordance with the stated Tactical Asset Allocation ranges as per below:

	Strategic Asset Allocation Target	Tactical Asset Allocation Ranges
Equities	40%	25 - 55%
Fixed Income	36%	21 - 51%
Alternative Investments	15%	0 - 30%
Hard Assets	5%	0 - 15%
Cash/Cash Equivalents	4%	0 - 20%

- (1) Tactical Asset allocation refers to active decisions to overweight or underweight asset classes in the near-term relative to their strategic allocations.
- (2) Please refer to Appendix A for a description of Investment Styles and Performance Benchmarks.
- (3) Alternative Investments comprises Hedge Funds and Private Equity. Hedge funds may include, but are not limited to, Diversified and Single Strategy Funds, Macro Opportunity Funds, Event Driven Funds, Equity Long Bias Funds and Credit/Relative Value Funds.
- (4) Hard Assets comprises funds, including Exchange Traded Funds (ETF) that invest in commodities and Real Estate. Within commodities only precious metals investments may be in physical form.

The Strategic Asset Allocation provides a guide for managing the portfolio to achieve the Club's objectives within its risk tolerance. The day-to-day management of the portfolio is implemented through tactical asset allocation decisions and manager selection, both implemented by the Club's investment advisors. The asset class benchmarks and resulting Strategic Asset Allocation portfolio benchmark represent base line targets to be exceeded through active management of the assets and tactical asset allocation decisions.

APPENDIX A

Investment Styles and Performance Benchmarks

Performance is currently benchmarked against the following indices:

- 1) MSCI World Total Return Net Index, a free float-adjusted market capitalization index that is designed to measure global developed market equity performance.
- 2) Hedge Fund Research, Inc. Fund of Funds Diversified Index, a widely used hedge fund benchmark and
- 3) Barclays Global Aggregate 1-10 Years ex-Japan Index, which provides a broad based measure of the global investment grade fixed income markets.

These benchmarks may change from time to time as determined by the Investment Manager and the Investment Subcommittee.

The investment performance of each investment category within each asset class will be benchmarked against an appropriate market index.

APPENDIX B

EXAMPLE REQUEST FOR PROPOSAL FOR INVESTMENT ADVISORY AND MANAGEMENT SERVICES FOR THE AMERICAN CLUB, SINGAPORE

The American Club in Singapore is a registered society organized under the laws of the Republic of Singapore. Its objectives are to provide social and recreational facilities for the comfort and convenience of Members and guests and to serve as a center of activity for the American and Canadian communities in Singapore.

The Club's Investment Committee is a sub-committee of the Finance Committee, which in turn is established by the Club's General Committee under the Club's bylaws.

The Investment Committee is composed of members who meet infrequently and its composition changes with regularity. The Investment Subcommittee, which oversees the implementation of the investment policy of The Club, is not involved in the direct management of the investment portfolio. Rather, the Investment Subcommittee, with oversight from the Finance and General Committees, establishes investment goals and objectives, selects investment managers and monitors performance. The Club does not have a treasury function or staffing to support the investment portfolio beyond that required for making accounting entries to record balances and returns, and accordingly the Club's investment advisor(s) must provide execution, monitoring, and reporting functions.

The Club's cash and investments arise from membership initiation fees and operations, all of which are denominated in Singapore Dollars, as are all of its operating and capital expenditures.

It is the goal of The American Club to construct an investment policy based on the general framework constructs of Modern Portfolio Theory/Efficient Frontier Analysis, to develop a diversified portfolio able to deliver consistent returns with manageable risk. The Club is requesting proposals to provide investment management and advisory services for its cash and investment balances.

This is a quasi-endowment fund established for the purposes set forth in the Club's Investment Policy (attached).

The Fund represents the accumulated capital funds of The Club not needed for the specific projects and which are being accumulated for future capital projects that have not yet been defined but that will emerge over an uncertain time horizon. Although the principal and accumulated earnings may be drawn against for capital projects from time to time, the fund is to be invested using a long-term time horizon of greater than five years. The Club anticipates a minimum lead time for any expenditure of this fund of approximately a year, in order that the fund manager be able to make an orderly exit from investments. The investment characteristics and objectives for this fund are

moderate risk tolerance, capital growth focus, and a time horizon of greater than five years.

However, the Investment Committee seeks further input in your proposal, and in future discussions with the advisor(s) selected, regarding the appropriate principal balance, investments, and appropriateness of the expected total return and strategy for meeting this objective.

The Club currently has an investment policy as listed below governing acceptable investments, however the Investment Sub-Committee is willing to re-visit this policy as part of the overall re-alignment of the investments in consultation with the advisor/manager.

Investment Policy

Attach copy of Investment Policy to RFP.

Information Requested in RFP:

1. Proposed Product

- Describe the details of your products and services you are proposing to meet the investment and management goals of The Club.
- Provide details of the proposed portfolio and model its returns (in \$SGD) over 1, 3, 5 and 10 years. Include standard deviation, Sharpe Ratio.
- Describe where the funds would be domiciled.
- Provide references for at least 2 other non-profit client references of similar asset size and profile.

2. Past Performance

- Provide 1, 3, 5 and 10-year performance numbers, standard deviation, Sharpe Ratio, and correlation to global equity market indices (S&P or MSCI) for the clients of similar asset size and profile.

3. Reporting and Services

- Describe the period of reporting, the date within the period that reports will be available and the method of reporting.
- Do you offer one consolidated report?
- Do you offer on-line reporting of the portfolio with current (i.e. daily updated) pricing? If so, please describe.
- Describe your plans for Client service personnel. i.e. Who will be responsible for the account, communicating with The Club and where will they be situated? How many accounts will the portfolio manager be responsible for?

4. Fee Structure

- Provide details of your proposed fee scale. Explain what this would include (e.g. custodial, trustee, audit charges, commissions).
- Provide details of all other sources of remuneration you will derive from managing this portfolio.

5. Services Offered

- Describe the complete range of services offered by your firm.
- Describe your client composition.
- Describe the distribution of clients by asset size.
- Provide a list of clients and references where possible.
- Describe how your fees are structured
- Describe what you feel to be your key competitive strengths.
- Describe any limitations your firm has in trading instruments on global markets.
- Describe your experience in Alternative Asset Classes such as Funds of Hedge Funds

6. Investment Process

- Describe your Investment philosophy and the fundamental beliefs about markets, which guide your investment process.
- Are there strategies in which you will not invest? Please explain.
- How many funds do you research? Who provides your research? How is your research updated and how often?
- Regarding your research of managers, please describe —
- How do you identify new managers and opportunities?
- How your research is organized, how is information shared?
- Who makes decisions?
- What do you regard as the key ‘success factors’ of a successful manager?
- Describe the qualitative and quantitative criteria used to decide if a manager is suitable for addition to the portfolio.
- Considering the size of the Club’s funds, how many managers would you typically involve in a proposed portfolio?
- What is the maximum percentage allocation to any single manager of the portfolio?
- How is strategy policy determined and how often do you typically change strategy allocation?
- How do you respond to external shocks that may impact strategy?
- Describe how you communicate with managers and monitor their investment activity once they have been selected.
- Describe the level of transparency you require with regard to the managers process, risk controls, trading and individual positions.
- Provide detailed procedures of compliance monitoring and it’s reporting structure.

7. People

- Provide biographies of the key individuals involved in the investment process and identify which of these individuals have been involved in this process in their current role over the past three years.
- Provide an organization chart for your investment management business.

8. Company Information

- Describe how your company is organized. Include an organization chart.
- Describe and include details of ownership structure, employee ownership, subsidiaries and other related companies that maybe involved in your proposal.
- Provide details of your global offices and a description of the services conducted from each.
- Do you have a Singapore office?
- Describe the function of, and services performed, from the Singapore office.
- Describe the duties the Singapore office will perform in the management of the Club's assets versus those from other locations.
- Describe your company's relationship with any outside partners/firms used in the provisioning of your services (i.e. Fund Managers, Rating agencies, etc.)
- How long has your company existed? Does your company own/offer/manage any funds that could become part of the investment portfolio of The Club?

SIMPLIFIED RULES OF ORDER FOR USE BY CLUB COMMITTEES

Parliamentary law is built upon the principle that all rights must be respected. This includes the rights of the majority, the minority, individuals, absentees, and all these together. When both conducting and/or attending a committee meeting, Members should adhere to the following in order to ensure democracy and smooth sailing.

1. The presiding officer should be strictly impartial.
2. Only one item may be considered at a time.
3. The vote of the majority decides.
4. Parliamentary law is based on common sense and courtesy to all.
5. Motions have a definite and logical order of precedence.
6. Full and free discussion of every proposition presented for decision is an established right of members.
7. Parliamentary procedure should not be used to awe, entangle, or confound the uninitiated.
8. The organization is the chief concern.

RANKING ORDER OF BUSINESS IN AN AGENDA

1. Call to order
2. Determination of quorum
3. Approval of minutes
4. Officers' reports
5. Reports of standing committees
6. Reports of special committees
7. Unfinished business
8. New business
9. Announcements
10. Adjournment
11. Program

PRESENTING A MOTION

There are eight basic steps required to transact business in a deliberative assembly. They are as follows:

1. The member arises and addresses the Chair.
2. The Chair recognizes the member who arose.
3. The member proposes the motion.
4. Another member seconds the motion.
5. The Chair states the motion.
6. The assembly discusses the motion.
7. The vote is called by the Chair.
8. The Chair announces the result of the vote.

THE AMERICAN CLUB

SCHEDULE OF FEES

Ordinary Membership

This Membership Category is open to U.S. and Canadian citizens who are at least 21 years of age.

Option 1: Onetime payment

Entrance Fee: \$19,500.00

Option 2: 12 month payment plan

Initial Payment: \$9,750.00

Premium: \$1,000.00

2nd Payment date: \$4,875.00

3rd Payment date: \$4,875.00

Total Payment: \$20,500.00

Service Membership

This Membership Category is open to enlisted American or Canadian Military personnel stationed in Singapore and American or Canadian citizens employed on a full time basis by a charitable, educational, religious, American or Canadian governmental organization.

Option 1: Onetime payment

Entrance Fee: \$9,750.00

Option 2: 12 month payment plan

Initial Payment: \$4,875.00

Premium: \$500.00

2nd Payment date: \$2,437.50

3rd Payment date: \$2,437.50

Total Payment: \$10,250.00

Term Membership

This one-year Membership is open to all nationalities residing in Singapore except Singapore citizens and US/Canadian citizens.

Entrance Fee: \$6,000.00

Operation Surcharge: \$500.00

The one-year membership commences from the date of issuance of temporary membership card/s.

Corporate Membership

Available to North American companies in Singapore

1 Nominee: \$50,000.00

2 Nominee: \$75,000.00

3 Nominee: \$100,000.00

Each nominee must pay a Transfer Fee (\$2,500.00) and non-refundable Operations Surcharge (\$2,009.35) upon application.

Transferable Associate Memberships

Transferable Associate Memberships are available in the open market. Resale of memberships is via the open market and the transaction of the membership sales is between the seller and buyer. A transfer of 25% of the Club listed rate, currently at \$22,500.00 is payable to The American Club at the time of submission of the transfer form.

Other Fees

Operation Surcharge (Non-refundable)	\$2,009.35
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Late Fees for the non-payment of monthly statements will be at the prevailing rate after 30 days from the date of invoice.

Monthly Dues

Single	\$149.50
Family	\$184.00
Junior (between 12 to 21 years of age)	\$15.00

Temporary Car Registration

Administration Fee	Free
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Annual Car Parking Fee

1 st car	\$71.49
2 nd car	\$142.99
Weekly charges (Absent Members only)	\$15.00

Loss of Membership Card

1 st replacement	\$10.00
2 nd replacement onwards	\$50.00 each

Day Passes

Issued when a Member comes without a membership card. Obtainable upon presentation of photo identification and signature verification against Member signature card on file. A maximum of one (1) Day Pass will be issued per person, per day. Junior Member's charges for Day Pass will be included in their Parent's monthly bill.

1 st Pass issued is	Free
2 nd & 3 rd Pass issued	\$2.85 each
4 th Pass and above issued	\$9.53 each

(Based on per month)

Visiting Membership

All Visiting Members should be on a social pass and not residing in Singapore. Visiting membership may be extended to the same person not exceeding three (3) times and ninety (90) days in aggregate within a twelve (12) month period.

Type A

Children of current Members over 21 and below 25 years of age who are full-time students in any recognized overseas educational institution.

\$25.00 per week or \$100.00 per month

Type B

Visiting relatives (no age restriction) or children of Members over 21 years of age and not residing in Singapore.

\$46.00 per week or \$184.00 per month

Type C

Any person or family of good standing, on a social visit and temporarily residing in Singapore.

\$500.00 per month or part thereof

Type D

Any Member on Absent Status (Depending on prevailing monthly dues).

Family \$46.00 per week or \$184.00 per month

Single \$37.38 per week or \$149.50 per month

Absent Status

Any Ordinary or Service (restrictions apply) or Associate Member who is leaving Singapore for a continuous period of at least six (6) months.

Maintenance Fee/5-Year Prepaid Absentee Fee

Family Membership \$828.00

Single Membership \$672.75

Any balance of the unused portion of the prepaid Absent Status Fee will be refunded upon reactivation of membership.

Reactivating Membership after Absence \$100.00

Termination and Reinstatement

Reinstatement Fee \$1000.00

Refundable Cash Deposit \$1000.00

All Fees are exclusive of prevailing Goods and Services Tax (GST)

MEMBERSHIP OFFICE/BUSINESS CENTER

Facsimile

Local Fax In/Out	\$0.50 per page
International Fax In	\$0.50 per page
International Fax Out	\$1.50 per page
Scanning	\$1.00 per picture
Photo taking (minimum 4 pieces)	\$1.00 per piece

Lamination (per page)

A4 size	\$2.00
A3 size	\$4.00

Photocopy (per copy)

A4	\$0.10
A3	\$0.20
A4 (color)	\$1.00
A3 (color)	\$3.00

Binding (per booklet)

A4	\$2.50
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GYMNASIUM

General Usage	Free
Gym Orientation	Free
Guest Fee	\$35.00 per visit
Group Fitness - Per Class (Member only)	Cost as per Group Fitness Schedule
Teenage Gym Proficiency Course	Free

HOT-TUB/STEAM SAUNA

Usage	Free
Guest Fee	Waived

LIBRARY

Borrowing of

Book (14 days)	Free
Travel book or Magazine (7 days)	Free
Audio (14 days)	Free
VCD (3 per family, 7 days)	Free

LIBRARY

Late/Overdue charges (per day)

Book or Magazine	\$0.40
Audio	\$2.05
VCD	\$2.05

Lost Book charges	Original List Price + 7% GST
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LOCKER ROOMS

Rental

Outside Gym	\$20.40 (deposit \$30.00)
Inside Gym	\$35.70 (deposit \$45.00)

Lost Locker Key Charges

Outside Gym	\$30.00
Inside Gym	\$35.70

SQUASH

Court Rental	Free
Guest Fee	\$20.00 per visit

Cancellation Fee (private lesson)

More than 24 hours	Waived
Less than 24 hours	Full Charge

Cancellation Fee (court)

Less than 4 hours	\$20.00 per hour
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No Show

Court reservation	\$20.00 per hour
Lesson	Full Charge

SWIMMING POOL

Usage of swimming pool	Free
Usage with towel	Free
Guest Fee	Waived
Lost Locker Key Charges	\$30.00

TENNIS

Court Rental	Free
Guest Fee	\$20.00 per visit

Cancellation Fee (private lesson)

More than 24 hours	Waived
Less than 24 hours	Full Charge

Cancellation Fee (court)

Less than 4 hours	\$20.00 per hour
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No Show

Court reservation	\$20.00 per hour
Lesson	Full Charge

THE SPA

Guest Fee	As per Guest list
Cancellation Fee	50% of Schedule Services
No Show	100% of Schedule Services

THE ZONE (Bowling Alley)

Monday - Friday, Before 7:00 p.m. (per game)

Adult	\$2.55
Junior	\$2.10

Monday - Friday, After 7:00 p.m. (per game)

Adult	\$2.80
Junior	\$2.10

Saturday, Sunday & PH (per game)

Adult	\$2.80
Junior	\$2.10

Guest Fee (per game)

Adult	\$3.60
Junior	\$3.10
Bowling League/Tournament	\$2.45

THE ZONE (Bowling Alley)

Shoe Rental	\$1.20 per pair
Socks	\$3.10 per pair
Lockers	\$20.00 per month

Cancellation Fee

Less than 48 hours	\$20.00
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THE ZONE (Computer & Xbox Rooms)

Member's Child (5 - 11 years of age)	\$1.60 per ½ hour
Junior Member	\$2.10 per ½ hour
Member or Guest	\$3.10 per ½ hour

THE ZONE POOLSIDE

Member accompanied child	Free
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Drop-off Services (Minimum charge for half an hour)

Member	\$1.55 (Free from Monday to Thursday)
Guest	\$3.10

All Fees are inclusive of prevailing Goods and Services Tax (GST)

THE AMERICAN CLUB

DIRECTORY OF SERVICES AND HOURS

Club Website	www.amclub.org.sg
Main Line	6737-3411
Main Club Fax	6732-8308
General Inquiries Email	info@amclub.org.sg
What's On Email	whatson@amclub.org.sg

DIRECT DIALING

FOOD & BEVERAGE

Department	Contact	Email
Banquet & Catering	6739-4455/4417	catering@amclub.org.sg
Eagle's Nest	6739-4361	
Poolside	6739-4357	
Take-away Orders	6739-4373	
The 2 nd Floor	6739-4329	
Thyme	6739-4344/4359	thyme@amclub.org.sg
Union Bar	6739-4340	

FITNESS & LEISURE

Department	Contact	Email
Aquatics Office/Starfish Swim School	6739-4450	
Aquatics Counter/Lost and Found	6737-4470	
Golf/Gym/Tennis/Squash/Sports Counter	6739-4312/4451	
Pilates Studio	6739-4465	

MEMBER SERVICES

Department	Contact	Email
Concierge Desk/Events Booking	6737-3411	concierge@amclub.org.sg
Energy	6739-4405	
Essentials	6739-4332	
Kids Birthday Party	6739-4413/4444	kidsparty@amclub.org.sg
Library	6739-4308/6735-1228	library@amclub.org.sg
Member Account Inquiry	6739-4390/4490	
Membership Office/The Office	6739-4335/4337/4460	
sên Spa	6739-4449/4459/4311	spa@amclub.org.sg
The Zone (Youth Desk)	6739-4313/4432/4433	
The Zone (Bowling Alley)	6739-4392	
The Zone Poolside	6739-4352	
Travel Desk	6735-1033	traveldesks@amclub.org.sg

MANAGEMENT STAFF

Designation	Name	Contact
General Manager	Kathleen Urquhart	6739-4463
Assistant General Manager	Martin Rudden	6739-4376
Assistant General Manager	Patricia Au	6739-4333
Senior Director of People Development	Tan Lee Lee	6739-4321
Food & Beverage Director	Dan Durkin	6739-4469
Fitness & Leisure Director	Su-Ann Khor	6739-4366
Club Services Director	Carol Law	6739-4383
Facilities Director	Tang Teck Wah	6739-4375
Executive Chef	David Ansted	6739-4338
Assistant Food & Beverage Director	Tieu Chiong Liong	6739-4351
Duty Managers	Ronald/Palani/ Anthony	6739-4350

FOOD & BEVERAGE

CATERING OFFICE

Monday - Friday	9:00 a.m. - 6:00 p.m.
Saturday	9:00 a.m. - 2:00 p.m.

EAGLE'S NEST

Daily breakfast	7:30 a.m. - 11:00 a.m.
Daily lunch & dinner	11:00 a.m. - 10:00 p.m.

POOLSIDE

Daily breakfast	8:00 a.m. - 11:00 a.m.
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Lunch & Dinner

Sunday - Thursday	11:00 a.m. - 9:00 p.m.
Friday, Saturday & Public Holidays	11:00 a.m. - 10:00 p.m.

THE 2nd FLOOR (Restaurant)

Daily	11:00 a.m. - 11:00 p.m.
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THE 2nd FLOOR (Lounge/Al Fresco)

Sunday - Thursday	11:00 a.m. - 12:00 m.n.
Friday & Saturday	11:00 a.m. - 1:00 a.m.
Eve of Public Holidays except Sunday	11:00 a.m. - 1:00 a.m.

THYME

Daily	7:00 a.m. - 10:00 p.m.
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UNION BAR

Sunday - Thursday	11:00 a.m. - 12:00 m.n.
Friday & Saturday	11:00 a.m. - 1:00 a.m.
Eve of Public Holidays except Sunday	11:00 a.m. - 1:00 a.m.

FITNESS & LEISURE

AQUATICS COUNTER

Daily	9:00 a.m. - 9:00 p.m.
Lifeguard Hours - Daily	8:00 a.m. - 8:00 p.m.

GYM/SPORTS COUNTER

Monday - Friday	6:00 a.m. - 10:00 p.m.
Saturday, Sunday & Public Holidays	6:30 a.m. - 9:30 p.m.

PILATES STUDIO

Monday - Friday	7:00 a.m. - 6:00 p.m.
Saturday, Sunday & Public Holidays	7:00 a.m. - 4:00 p.m.

SWIMMING POOL

Monday - Friday	6:00 a.m. - 10:00 p.m.
Saturday, Sunday & Public Holidays	6:30 a.m. - 10:00 p.m.

TENNIS/SQUASH

Monday - Friday	6:00 a.m. - 11:00 p.m.
Saturday, Sunday & Public Holidays	6:30 a.m. - 11:00 p.m.

MEMBER SERVICES

CONCIERGE DESK

Daily	7:00 a.m. - 11:00 p.m.
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ESSENTIALS

Daily	8:00 a.m. - 9:00 p.m.
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ENERGY

Daily	8:00 a.m. - 9:00 p.m.
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GRAPHICS SERVICES

Monday - Friday	9:00 a.m. - 5:00 p.m.
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JACKPOT ROOM

Monday	10:30 a.m. - 11:00 p.m.
Tuesday - Sunday & Public Holidays	8:30 a.m. - 11:00 p.m.

LIBRARY

Daily	9:00 a.m. - 8:00 p.m.
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MEMBERSHIP OFFICE & THE OFFICE

Monday - Friday	8:00 a.m. - 8:00 p.m.
Saturday	10:00 a.m. - 6:00 p.m.

READING ROOM

Daily	8:00 a.m. - 11:00 p.m.
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sên SPA

Monday - Saturday	9:00 a.m. - 9:00 p.m.
Sunday & Public Holidays	9:00 a.m. - 6:00 p.m.

THE ZONE (including Bowling Alley)

Sunday - Thursday	9:00 a.m. - 9:00 p.m.
Friday - Saturday	9:00 a.m. - 10:00 p.m.

THE ZONE POOLSIDE

Daily	9:00 a.m. - 8:00 p.m.
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TRAVEL DESK

Monday - Friday	9:30 a.m. - 6:30 p.m.
Saturday	9:30 a.m. - 1:30 p.m.

THE AMERICAN CLUB

BYLAWS

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