

# **BY-LAWS OF**



# **THE BRITISH CLUB**

## **BANGKOK**

**March 2017**

**INDEX**

**SECTION A GENERAL BY-LAWS**

Scope	1
Club Liability	2
Opening and Closing Hours	3
Use of Club Facilities	4
Security	5
Hire of Club Property & Premises	6
Dress Code	7
Conduct	8
Children	9
Motor Vehicles	10
Car Parking	11
Club Staff	12
Notice Boards	13
Magazines, Newspapers and Periodicals	14
Club Colours, Badges and Insignia	15
Games Room & 1910 Sports Bar	16
Members Expenses	17
Advertising & Sponsorship	18
Charities	19

**SECTION B MEMBERS**

Applications	20
Honorary Members	21
Country Members	22
Entry to Club Premises	23
Members' Staff	24
Purchase of F&B/Use of Facilities	25
Functions	26
Members' Addresses	27
Payment of Accounts	28
Professional Relationships with Members	29
Changing Category	30
Suggestions	31
General Committee Elections	32
Officer Elections	33
Flying Minutes	34
Cheques	35

**SECTION C GUESTS**

Entry to Club Premises	36
Guest Membership	37
Guest Registration	38
Use of Swimming Pools, Salas and Massage	39
Use of Sports Facilities	40
Payment of F&B and other charges	41

**SECTION D NON-MEMBERS**

Non-Member Players	42
Loyal Societies	43
Associated Groups	44
Entry to Club Premises	45
Payment of F&B and other charges	46

**SECTION E CLUB SECTIONS BY-LAWS**

General	47
Section bylaws	48

**SECTION F DISCIPLINARY PROCEDURES**

Disciplinary Procedure	49
Complaints against Members	50
Complaints against Staff	51

<b>SECTION G – INTERNET &amp; SOCIAL MEDIA</b>	
Social Media Policy	52
<b>SECTION H – AUDIT &amp; SUB-COMMITTEES</b>	
Audit Committee	53
Silom Wing Sub-Committee	54

## **SECTION A – GENERAL BY-LAWS**

### **1. SCOPE**

In accordance with Rule 18 of the Club's Constitution the Bylaws of the British Club shall apply to all those who use the Club and should be read in conjunction with the Constitution and Rules of the Club.

The Bylaws are not, however, subject to Rule 17 and may be amended by the General Committee under Rule 18. Any question of the interpretation or administration of the Bylaws shall be decided by the General Committee whose decision shall be final. Such new By-laws or alterations to existing By-laws shall be communicated to members and posted on the Clubhouse notice board for a period of one month ahead of coming into force.

Where the Bylaws stipulate that permission or decisions must be obtained from the General Committee, the Club Management, or her/his approved deputy or deputies, or the Duty Manager shall be empowered to exercise that authority on behalf of the General Committee. The Club Management shall be responsible in the first instance for ensuring the Bylaws are observed.

### **2. CLUB LIABILITY**

- a) The Club accepts no liability for accidents, no matter how they arise.
- b) The Club accepts no liability for loss of /or damage to vehicles or other property of persons on the grounds or premises.
- c) The Club accepts no liability for injury or illness arising from the use of the premises or facilities.
- d) The Committee has the right to sell or otherwise dispose of any property left on the Club premises.

### **3. OPENING AND CLOSING HOURS**

- (a) The Club compound will open daily at 6am and the Club House at 8am; both will normally close at 11pm.
- (b) The General Office shall be open weekdays from 8.30am to 6pm, and be closed on Saturdays, Sundays and public holidays.
- (c) Membership Services will be open daily from 8am to 6pm.
- (d) Reception will be open daily from 8am to 10pm.
- (e) The Churchill Bar:
  - (i) will open daily at 10am and normally close at Midnight unless an exception has been made under section (ii)
  - (ii) The Bar will stay open late:
    - (I) For an advertised TV Sport when the bar will close 15 minutes after the end of the TV Sport
    - (II) For member events (such as the AGM, Trafalgar Dinner, Annual Ball) as designated by management
    - (III) By prior application to management by a group of members who are planning to be late (such as Bangkok Gentlemen Spoofers or a group interested in a particular late night TV sport)

- (IV) By agreement with the Duty Manager for an extra hour if at least two members are present and drinking
- (iii) Thai Food may be ordered in the Bar from opening to 9.30 pm; Western Food may be ordered in the Bar from opening to 11.00pm
- (f) The Verandah & The Alcove:
  - (i) Will open Monday to Thursday from 11am to 2pm, then 5pm to 10pm, and on Fridays to Sundays and Public Holidays from 11am to 10pm.
  - (ii) Food may be ordered in The Verandah and The Alcove from opening to 9.30pm.
- (g): The 1910 Sports Bar.
  - (i) Will open daily for member use at 3pm and close at 11pm.
  - (ii) When the 1910 Sports Bar is unstaffed, service can be obtained by telephone from the Churchill Bar.
  - (iii) The 1910 Sports Bar menu may be ordered from opening to 11pm
- (h) The Swimming Pool will open at 6am and close at 10pm.
  - (i) The Poolside Salas will open at 6.15am for Beverage and 7am for Food, and close at 11pm (last food orders at 9.30pm).
- (j) The Fitness Centre will open at 6am and close at 10pm on weekdays and 9pm on Saturday and Sunday.
- (k) Management reserve the right to close any outlet at any time.

#### **4. USE OF CLUB FACILITIES**

- (a) Only the following persons may use the facilities of the Club unaccompanied:
  - (i) Members together with their family as defined in Rule 59.
  - (ii) Temporary members as defined in Rules 50, 53 and 59(b).
  - (iii) Visitors from those Clubs with reciprocal arrangements as defined in Rule 51.
- (b) The following persons may use the facilities of the Club when accompanied by a member:
  - (i) Guests of members as defined in Rule 65.
  - (ii) Non-Member Players, as defined in Rule 66, attending an approved event
  - (iii) Non-Members, who are members of a Loyal Society as defined in Rule 67 or an Associated Group as defined in Rule 69, attending an approved event.

#### **5. SECURITY**

- (a) Security exists in the Club for the overall protection of members and Club property. All persons entering the Club are required to show requested means of identification at point of entry (Membership card for members, Drivers licence or passport/ID Card for non-members).
- (b) All entry to the Club is subject to changing security needs and all persons, and vehicles may be subject to routine search.
- (c) Management will regularly liaise with the Core Nationality embassies with regard to recommendations for security of foreign nationals in Thailand. Should the need arise the Management may close either gate as required to enhance security for members. The management is also empowered to restrict entry to 'members only' if it deems it necessary.

#### **6. HIRE OF STAFF, CLUB PREMISES AND PROPERTY**

- (a) The Club staff and premises and property may be made available for use by those persons defined in Bylaw 4 (a) subject to permissions required in Bylaw 6
- (b) and also subject to the following charges:
  - (i) Events or functions, where the Club provides F&B, held on site which do not require staff solely dedicated to that event or function, F&B service from the Bar will be provided free of charge. The use of any specialist staff (electrician, painter etc) for preparation or working in an event or function shall be charged at the standard rate.

- (ii) Events or functions, where the Club provides F&B, held on site which requires staff dedicated to that event or function, and all events or functions held off-site, the staff will be charged at the standard rate.
  - (iii) The hire of Club premises for events or functions shall be subject to the Club's Room Booking Fees and Group Booking Policy.
  - (iv) The Hire of Club equipment shall be free of charge for above events or functions.
- (b) The following areas of the Club may not be booked without the prior permission of the General Committee:
- (i) The Churchill Bar or 1910 Sports Bar at any time.
  - (ii) The Main Swimming Pool at weekends or on Public Holidays
  - (iii) The Silom or Surawong Salas at weekends or on Public Holidays
- (c) The Club staff and premises and property may be made available for use by outside persons or organisations, for functions, events or filming, subject to the agreement of the General Committee, and providing such use does not interfere with the convenience of Members, at a rate to be agreed by the General Committee.
- (d) In all cases the General Committee and management reserve the right to refuse any event or function the holding of which is deemed inappropriate or not in the interests of the Club.

## **7. DRESS CODE**

- (a) The Dress Code for the Club is set out in Rule 70 with the respective definitions in Annex B.
- (b) The General Committee is empowered to suspend the dress code for a specific Club event or TV sport upon request of management.
- (c) Whilst there is no Dress Code for children using The Verandah or 1910 Sports Bar, it is expected that they will be decently dressed and not wearing swimwear nor be bare-footed.
- (d) If a member or guest is found to be in breach of the Dress Code then
- (i) The member or guest will not be immediately ejected from the location or embarrassed in any way but the Duty Manager shall be informed.
  - (ii) The Duty Manager shall quietly and discreetly speak to the aforementioned person and ensure they are aware of what is expected of them in terms of dress.
  - (iii) If the aforementioned person is dressed in a way likely to cause serious offence to members, the Duty Manager may ask said person to leave the location otherwise the person shall be allowed to remain.
  - (iv) Any subsequent breach of the dress code shall be reported through the disciplinary procedure as laid down in bylaw 50.

## **8. CONDUCT**

- (a) All damage to Club property must be reported promptly to Club Management. Costs arising from such damage will be recovered from the responsible party.
- (b) No animals are permitted to be brought on to the Club premises without the specific permission of the General Committee.
- (c) The use on the Club premises of any musical or sound-producing instrument is strictly prohibited without the approval of the General Committee.
- (d) The use on Club premises of roller blades, roller skates, scooters, skateboards and bicycles is strictly prohibited. (Bicycles may be used as transport to enter the premises, if parked immediately upon entering)
- (e) Beverages may not be brought into the Club or consumed at Club events except as authorised by the General Committee. On such occasions a corkage charge may be levied.
- (f) Food and other refreshments, with the exception of special dietary foods such as baby formulae, may not be brought into the Club or consumed on the premises except as authorised by the General Committee. On such occasions a food charge may be levied.

- (g) Betting and gambling for money is strictly prohibited on the Club premises. The use of playing cards is restricted to play in an upstairs room.
- (h) Pictures, notices or any other adornments may not be displayed in the Club without permission of the General Committee.
- (i) Behaviour injurious to the well being of the Club will not be tolerated (Rule 73 will apply).
- (j) Whilst the Club acknowledges the use of mobile phone, PDAs and laptops is desirable for members, their use must not interfere with other members' enjoyment of the Club. To this end the ringing of and talking on Mobile phones is not permitted in The Churchill Bar nor the inside areas of The Verandah or in any of the sports playing areas. The use of VOIP (Voice Over the Internet Protocol) is also prohibited and other Internet programs with sound (e.g. YouTube) should be set to silent or used with headphones in these areas.
- (k) There are four designated smoking areas in the Club: on the Clubhouse rear patio, in front of the Clubhouse portico, in the 1910 Sports Bar (balcony and terrace areas only) and at paved area adjacent to the Pétanque court Members who do smoke are asked to be considerate to non-smokers and pay particular regard to the proximity of children
- (l) People under the age of 20 years are not permitted to consume alcoholic beverages on the Club premises.
- (m) Staff may refuse to serve alcoholic beverages to any person if, in the opinion of staff or management, that person is drunk and disorderly or is on the verge of committing an offence under Bylaw 8 (i).
- (n) Tables may be reserved for dining in The Verandah and The Alcove; the casual reserving of tables elsewhere in the Club by the placing of bags or towels is not allowed and staff are authorised to remove to remove personal belongings to allow other members to be accommodated. Sports bags and equipment must be placed in the racks provided and not left on the floor to inconvenience other members.
- (o) The National Anthem of Thailand is played at the raising and lowering of the Thai Flag at 8am and 6pm respectively. Members and guests are reminded to show due courtesy in accordance with Cultural Mandate 4 of the Royal Thai Government.
- (p) At poolside for safety reasons running is not permitted on the pool deck, and no diving is allowed in the Children's Pool or the shallow end of the Main Pool.

## **9. CHILDREN**

- (a) The behaviour of children on the Club premises is the responsibility of the Member or parent accompanying such children.
- (b) Children under the age of 18 years are not permitted in the Churchill Bar or The Alcove without prior permission from the General Committee; accompanied children are permitted in the 1910 Sports Bar.
- (c) Children between 14 and 18 years of age may only use the Snooker table when playing with a person over 18 years of age and only between opening and 7pm daily.
- (d) Children under the age of 14:
  - (i) Are not allowed on the Club premises unless they are accompanied by a Member or one of a Member's family over 18 years of age, or to attend a specific function run by the Club for children.
  - (ii) Are not permitted to sign for purchases.
  - (iii) Are not allowed in the Clubhouse events rooms unless they are accompanied by an adult or are attending events authorised by the General Committee and arranged especially for children
  - (iv) Are not permitted to use the Squash or Tennis Courts or Cricket practice facilities except under the supervision of a Member or one of a Member's family over 18 years of age.

- (v) Are not allowed in the Games Room except under the supervision of a Member or one of a Member's family over 18 years of age, and then only until 7pm each day.
- (vi) Are not allowed to use the Fitness Centre.
- (e) Children over the age of 11 may not use the Children's Swimming Pool.
- (f) Children's nappies shall not be changed on tables.

#### **10. VEHICLES ON CLUB PREMISES**

- (a) All members, their guests and those visiting the Club for a function or event are encouraged to travel by taxi
- (b) Members who wish to park on the Club premises under bylaw 11 must first register their vehicle with the Club and obtain a Club Car Sticker. Such registration shall apply also to motorcycles but not to diplomatic vehicles
- (c) Members with drivers are required to register their drivers under rule 59 (a) (ii). Such registration shall not apply to diplomatic drivers
- (d) The behaviour and conduct of drivers is the responsibility of the Member or spouse concerned
- (e) The speed of all vehicles is limited to five kilometres per hour
- (f) Horns are not to be sounded
- (g) Drivers are warned to be especially careful of children as they approach the Clubhouse door.

#### **11. VECHICULAR PARKING**

- (a) The parking of any vehicle on the premises is limited to members and their spouse, except that guests attending a members' event may park freely on weekdays but parking from Friday to Sunday requires management permission. Limited parking is also available for staff whilst on duty.
- (b) Parking is not available to non-Club members attending events or functions organized by the Loyal Societies or Associated Groups without prior management permission. Inexpensive alternative parking is available at the Narai Hotel Car Park on Silom Soi 18 or the Worawit Building opposite the Suriwongse Gate
- (c) All cars and vans must be parked neatly in the designated main parking areas with no overlap into neighbouring spaces
- (d) All bicycles, motorcycles and scooters must be parked in their assigned space
- (e) All cases of poor or dangerous driving or parking may lead to a disciplinary case under bylaw 51 and the loss of the right to park in the Club for a member and all that member's family (as defined in Rule 59) for a period specified by the General Committee
- (f) Management reserve the right to suspend parking at the Club as circumstances require
- (g) Vehicles may not be parked overnight without prior management approval

#### **12. CLUB STAFF**

- (a) Club Staff are employed for the benefit of all members. Any serious deficiency in service or conduct should be reported to the Club Management. Under no circumstances should members seek to directly reprimand any staff member. In extreme circumstances members of the General Committee may act in the absence of any Club Management.
- (b) Club Staff must not be given tips. A service charge is included in the food and beverage price that is distributed to the staff on a per capita basis each month. A 13<sup>th</sup> month subscription charge is levied on all paying members in December of each year, primarily to cover a contribution to the annual staff bonus, and other non-contractual benefits, Service Charge and Staff Bonus Contribution are laid out in the Scale of Fees in accordance with Rule 61.

#### **13. NOTICE BOARDS**

Members may put non-commercial notices on the Boards, provided such Notices are approved and initialled by a Member of the General Committee or the Club Management.

#### **14. MAGAZINES, NEWSPAPERS AND PERIODICALS**

Magazines, newspapers and periodicals must not be removed from the Club House.

#### **15. CLUB COLOURS, BADGES AND INSIGNIA**

The Club colours are red, white and blue. Colour designs of clothing and/or badges or insignia to be worn by teams representing the Club or used in publications or other items issued in the name of the Club are to be referred to and approved by the General Committee.

#### **16A. GAMES ROOM**

- (a) The Games Room and equipment are available to all Members.
- (b) The Snooker Ball, Darts, Chess pieces are available from the Churchill Bar and must be returned there after play.
- (c) Members may entertain their guests in the Games Room at but shall not leave their guests unattended in the Games Room.
- (d) Members using the Games Room and equipment are responsible for ensuring the correct use of the facilities. The cost of any repairs made necessary by default of a Member or his/her guests may be charged to his/her account.
- (e) Members are required to advise the Club Management promptly on the occurrence of damage to the table or equipment.
- (f) Persons under the age of 18 are not permitted in the Games Room after 7.00 pm.
- (g) Persons under the age of 14 are permitted to use the tables and equipment only when supervised by a person over 18 years of age and only between opening and 7.00 pm daily.
- (h) The Table may be reserved at any time by the Club Management for Club team competitions.
- (i) Charges for use of the table shall be fixed from time to time by the General Committee.
- (j) Smoking in the Games Room is not permitted.
- (k) Drinks and other objects are not to be placed on any part of the tables.
- (l) Members shall return cues and rests to their correct racks on completion of play.
- (m) When the table is occupied, waiting Members may reserve the table by signing on the whiteboard provided. Members playing friendly games shall relinquish the table on completion of the game in hand.
- (o) The Games Room shall be closed normally at 11.00 pm or when Members are finished playing, whichever is the later. Members wishing to commence play later may request the Duty Manager to reopen the Games Room.

#### **16B. 1910 SPORTS BAR**

- (a) The 1910 Sports Bar equipment are available to all Members.
- (b) The Carrom pieces are available from the Churchill Bar and must be returned there after play.
- (c) Members may entertain their guests in the 1910 Sports Bar but shall not leave their guests unattended.
- (d) Members using the 1910 Sports Bar and equipment are responsible for ensuring the correct use of the facilities. The cost of any repairs made necessary by default of a Member or his/her guests may be charged to his/her account.
- (e) Members are required to advise the Club Management promptly on the occurrence of damage to the Pool or Carrom tables and equipment.



- (g) Persons under the age of 14 are permitted to use the tables and equipment only when supervised by a person over 18 years of age.
- (i) Charges for use of the Pool table shall be fixed from time to time by the General Committee.
- (j) Smoking in the air conditioned area of the 1910 Sports Bar is not permitted.
- (k) Drinks and other objects are not to be placed on any part of the Pool or Carrom tables.
- (l) Members shall return cues and rests to their correct racks on completion of play.
- (m) When the tables are occupied, waiting Members may reserve the table by signing on the board provided. Members shall relinquish the table on completion of the game in hand.
- (o) The 1910 Sports Bar closed normally at 11.00 pm or when Members are finished playing, whichever is the later. Members wishing to commence play later may request permission from the Duty Manager.

#### **17. MEMBERS EXPENSES**

- (a) No member may incur expenses on behalf of the Club without prior permission of the General Committee. Any authorised expenses will be repaid by the Club against a proper receipt.
- (b) Complimentary finger snacks and tea/coffee may be provided at General Committee and Work Group meetings.
- (c) All General Committee members shall be afforded one or two complementary tickets to the Club's Annual Ball depending on their being single or family members.
- (d) No other benefits are afforded to General Committee members: alcohol and meals at outside venues are at member's individual expense.

#### **18. ADVERTISING & SPONSORSHIP**

- (a) The Club does not consider club-wide advertising as conducive to the nature of the Club and restricts all such advertising to the Club's magazine, website and, if required, the Annual Ball or similar major events.
- (b) The Club is happy that sports and games sponsors may place logos on equipment or clothing, and may place discreet advertising or banners at the sports or games playing area during sponsored tournaments.

#### **19. CHARITIES**

- (a) The Club encourages members and sections who wish to fundraise on Club premises on behalf of charitable institutions, or the Pisamai Fund.
- (b) The Club cannot, however, provide funding for any charity from general Club funds without permission from members gained at a duly called Extraordinary General Meeting under rule 25.

### **SECTION B – MEMBERS**

#### **20. APPLICATIONS**

- (a) All applicants for membership, other than Temporary membership, must complete an Application Form in accordance with Rule 31 and Credit Card or Bank Direct Debit Form in accordance with Rule 32, in addition a passport sized photograph of the applicant, spouse and children over 14 is required together with a copy of the applicant's passport.
- (b) The names of a proposer and seconder should be added if the applicant knows any Ordinary or Country members of the Club.
- (c) All applicants must be interviewed by a member of the General Committee to ensure suitability to join the Club.

(d) Attendance at the new Members Night is encouraged but does not form a part of the joining procedures.

(e) All applications for Temporary membership must complete the Temporary Application Form and its credit card counter-side. Temporary Membership under Rule 50 require an Ordinary or Country proposer, Reciprocal Club Members under Rule 51 require a letter or email of introduction from their own Club and Concessionary Temporary members under Rule 53 require a letter of application to be approved by the General Committee ahead of arrival at the Club.

## **21. HONORARY MEMBERSHIPS**

In accordance with Rule 40 the Club traditionally offers Honorary Membership to the Ambassadors of Australia, Britain, Canada and New Zealand and to the Vicar of Christ Church.

## **22. COUNTRY MEMBERSHIPS**

(a) The General Committee may consider applicants for Country Members whose main residence is not in Thailand under the following conditions:

(i) Applicants must have an address in Thailand for the purposes of mailing and to abide by Rule 4.

(ii) Applicants must demonstrate a link with Thailand (frequency of visits, business commitments, family etc) to justify country membership status.

(iii) Applicants must be aware that Reciprocal Club rights may not apply for people resident in some countries where Clubs requires reciprocal members to be non-resident of that country (e.g. Hong Kong).

## **23. ENTRY TO CLUB PREMISES**

(a) In normal security conditions bylaws 23 (b) to (d) cover entry to the Club; should a security risk be identified bylaw 5 (c) applies.

(b) Members, their spouse and children (as defined in Rule 59) may enter the Club through either Gate upon the showing of their membership card to Security.

(b) Persons seeking Temporary Membership (under Rules 50, 51, 53 and 59(b)) shall, on the first visit of any period, enter the Club at either Gate and be escorted by Security or a member to the Clubhouse reception for registration. Thenceforth they have use of either gate as defined in bylaw 23 (a) above.

(c) Visitors from those Clubs with reciprocal arrangements shall, on the first visit of any period, enter the Club at either Gate and be escorted by Security or a member to the Clubhouse reception for registration. Thenceforth they have use of either gate as defined in bylaw 23 (a) above.

## **24. MEMBER'S STAFF**

(a) Secondary carers (maids, nannies, nurses, au pairs, child carers etc.) may only enter the premises with the member or member's spouse and may not remain on the premises once the member and/or member's spouse have departed.

(b) Members should pre-register their drivers by use of the Driver Registration Form available at reception. The driver will then be issued with a card, which must be shown at the Security gate on entering the Club. This will enable the driver to gain entry when it has been pre-arranged that they are delivering or collecting on the member's behalf. Drivers without such registration may only enter the Club premises with the Member or spouse.

## **25. PURCHASE OF F&B/USE OF FACILITIES**

(a) Members, their spouse and children (as defined in Rule 59) and Temporary Members (as defined in Rules 50, 51, 53 and 59(b)) are required to give their Membership Card to staff ahead of ordering of Food and Beverage. Staff may refuse service to any person without a membership Card.

(b) In addition, Membership Cards must be shown when booking or using Club facilities, and at any other time requested by the General Committee or Club Management

## **26. FUNCTIONS**

Members, or their spouse, may make bookings for functions with the office by telephone, email or by return slips circulated for the purpose. The General Committee may demand cancellation fees up to the full amount of the cost of the function if notice of cancellation is not given at least 48 hours prior to the event.

## **27. MEMBERS' ADDRESSES**

Members are responsible for keeping the Office informed of their correct postal address. If the address changes and the Office is not informed, the last indicated address will be deemed to be the address of the Member for all official Club correspondence.

## **28. PAYMENT OF ACCOUNTS**

(a) Cash is not accepted as payment for any goods or services, including F&B, monthly subscriptions, event bookings etc.

(b) Temporary members, except Visiting Family (as defined by Rule 59(b)), are required to complete a Credit Card form for payment upon departure or, failing this, to settle all accounts on a daily basis by payment with a Credit Card unless prior arrangements have been approved by the Club Management. Any bank charges incurred by the Club for settlement by Credit Card will be charged to the temporary member as an administrative cost.

(c) Monthly subscriptions and Chits are invoiced on the last day of each month and an account will be sent to the member by the 10<sup>th</sup> day of the following month. The account is due on the 25<sup>th</sup> day of that month and must be settled by Direct Debit or if the member requests it by Credit Card or by cheque to the Club by this date. Any bank charges incurred by the Club for settlement by Credit Card will be charged to the member as an administrative cost.

(d) If a Member's account has not been cleared by the due date defined in (c) above provisions of Rule 74 shall apply.

(e) Members who will be absent from their normal address and wish to make other arrangements for clearing their accounts should inform the Club Management in writing in advance.

## **29. PROFESSIONAL RELATIONSHIPS WITH MEMBERS**

(a) (i) The Club welcomes the supply of goods and services to the Club from members and from companies which members work for or own.

(ii) Such contracts entered into are subject to normal British Club supplier selection procedures; must be recorded in the Register of Interests as outlined in Rule 70; and must be listed in a separate report circulated with the accounts and presented to the AGM each year.

(b) (i) Any member of the General Committee must, upon taking office or upon the award of a new contract, declare all interests of his/herself and their family in contracts in operation with the Club and this shall be recorded in the minutes.

(ii) Should any new contract be brought before the General Committee for decision any General Committee member with an interest shall absent themselves from that part of the meeting, unless requested to be present in full or in part by the Chairman, and may not vote on award of the contract.

(c) (i) The Club does not allow a member, his/her spouse or family to work in a permanent capacity as an employee of the Club. This does not apply to contracts of less than three months duration or those on an occasional consulting basis.

(ii) Such an appointment shall require the suspension of membership, and all associated privileges, for the member, spouse and family for the duration of

employment. Membership shall be re-instated upon completion of the employment at no additional expense to the member.

(d) Any disputes involving the interpretation of this bylaw shall be resolved by the General Committee.

### **30. CHANGING CATEGORY**

(a) If a Country Member wishes to become an Ordinary Member then rule 38 applies. If an Ordinary Member wishes to become a Country Member no refund of fees is allowed.

(b) If a Single Member wishes to become a Family Member then the member shall be liable for payment of the balance between a Single Member's entrance fee and a Family Member's entrance fee based upon rates prevailing at the time of transfer.

(c) If two Single Members wish to become Family Members then no additional fee is payable and the excessive of joint deposits reimbursed to them. In the case of their being both Ordinary Members, then only one will retain voting rights. Should the Family membership be subsequent split then Rule 59 applies.

### **31. SUGGESTIONS**

All suggestions should be addressed to the General Committee through the Club Management or entered in the Suggestions Books. All suggestions shall be signed and dated with Membership number appended

### **31. GENERAL COMMITTEE ELECTION**

(a) A notice should accompany the Pre-Calling Notice of the Annual General Meeting, sent out six weeks prior to the meeting, seeking nominations for General Committee.

(b) A list of all candidates nominated by the time of the Calling Notice should be circulated with that notice and the full names, with proposers and seconders, listed at the Annual General Meeting.

(c) Nominations may be taken from the floor during the Annual General Meeting, and should an election be necessary ballot papers should be issued. Members must vote by writing down no less than eight and no more than ten names. The list of winning candidates should be announced at the end of the meeting. Holders of a Discretionary proxy shall be afforded a second ballot paper for that proxy. Directed Proxies held by the Chairman have no balloting rights.

(d) The first meeting of the new General Committee shall be directly after the Annual General Meeting for the election of the Officers.

### **33. OFFICER ELECTIONS**

(a) The General Manager shall call and chair a meeting directly after the Annual General Meeting. The meeting shall call for nominations for Chairman of the General Committee. In the event of there being more than one nomination, an election shall be held by secret ballot of the remainder of the General Committee present. In the event of a tie, a further round of balloting shall take place and further nominations may be taken.

(b) After the election of the Chairman of the General Committee that post-holder may call on the meeting to elect the Vice-Chairman, Honorary Secretary and Honorary Treasurer, or may postpone those elections to the first General Committee meeting of the year.

### **34. FLYING MINUTES**

(a) For urgent consideration of matters between General Committee meeting when it is not practical to call an Urgency meeting a decision may be made by email circulation of the subject and voting back to the caller.

(b) All such Flying Minutes shall be recorded, with the votes cast, in the next General Committee minutes.

### **35. CHEQUES**

- (a) All cheques issued by the Club shall be supported by documentation issued by the Finance Department.
- (b) Cheque signatories shall be individually appointed by the General Committee and all cheques must contain two signatures, one of whom shall be the Chairman or the Honorary Treasurer.
- (c) Under no circumstances are blank cheques to be signed in advance.

## **SECTION C – GUESTS**

### **36. ENTRY TO CLUB PREMISES**

- (a) In normal security conditions bylaws 25 (b) to (e) cover entry to the Club; should a security risk be identified bylaw 5 (c) applies.
- (b) Guests accompanying a member, or member's spouse, into the Club may enter with said member or spouse.
- (c) Guests, if not accompanying a member, must be pre-registered by the member or spouse with the Club Reception or Club Management onto the Day List and are subject to the following security and Club procedures:
  - (i) Such Guests may enter at either Gate. Upon verification that their name is on the Day List, they may proceed to meet with the member.
  - (ii) Should the member not be present, then they may wait in an area designated for such purposes by the General Committee. They may not order F&B or take up position in a Club facility unless the member has given advance warning of her or his being late when F&B may be served at the discretion of the Club Management or Duty manager.
- (d) If they are not on the Day List, then Security shall contact the Clubhouse reception in an attempt to find the member. If the member is not found, entry will not be allowed onto Club premises.
- (e) Regular guests of the Club Management may be issued with an Administrative Entry Card for entry onto the club premises. Such a card shall contain a photograph of the holder and be issued for a period of no more than twelve months at a time.

### **37. GUEST MEMBERSHIP**

- (a) From time to time the General Committee may deem it expedient to offer use of the Club's facilities to any official or family of an official seen as being important to the membership as a whole.
- (b) An application received from any person defined in (a) above shall be interviewed by the General Manager and upon recommendation of the General Manager may be granted Guest Membership for the period of their holding office. Criteria should include English proficiency.
- (c) Such Guest membership shall require the registration of a credit card for payment of sports fees and Food & Beverage, payable at the end of each day of use.
- (d) Such Guest Membership is limited to the person named and his/her immediate family. No guests are permitted without the agreement of Club Management and firearms are not permitted in the Club.
- (e) In addition to guests defined above, the General Committee authorizes that British Airways and QANTAS aircrew that were once part of a concord agreement with the Club may continue to use the Club as guests by buying temporary membership and registering a credit card.

**38. GUEST REGISTRATION**

All Guests shall be signed in at Reception or at either Sala by the member, or spouse, into a book held for that purpose.

**39. USE OF SWIMMING POOLS, SALAS AND MASSAGE**

(a) On ordinary weekdays, a member, or spouse, may bring guests into the Club to use the Swimming pools, the Salas or the Massage facility.

(b) At weekends and on Public Holidays, in accordance with Rule 65(a) (i), a member, or spouse, wishing to bring guests onto the poolside must seek advance permission from the Club Management.

**40. USE OF SPORTS FACILITIES**

(a) Under Rule 65 (a) (ii) Guests may not use the Fitness Centre or play squash or tennis more than one day in any calendar month irrespective of being signed-in by different members. Such use shall be subject to a non-member fee. The names of all such guests must be recorded on the Sports Booking Sheet.

**41. PAYMENT OF F&B AND OTHER CHARGES**

Members' guests are not permitted to pay directly for goods or services. At the management or the Duty Manager's discretion a guest can pay by Credit Card with an additional charge that as a minimum covers any bank charges incurred by the Club for settlement by Credit Card.

**SECTION D – Non-Member Players, Loyal Societies & Associated Groups**

**42. NON-MEMBER PLAYERS**

(a) The Football, Hockey, Cricket and Rugby Section are permitted to have Non-Member players in accordance with Rule 66 and a designated Club member within the section shall be responsible for administration of all Non-Member Players.

(b) The total number of Non-Member Players in the Club team shall be laid down in the Section Rules in bylaw 45.

(c) The names of all Non-Member Players shall be registered with Management quarterly or at the start of each Season.

(d) Non-Member Players may only use the Club's All Weather Court, back lawn and/or Cricket Nets on Team Nights for practice, and use of the 1910 Sports Bar for after-practice social activities as well as Day of Match or Section functions. A Club member, who is a member of the section, must be present at all times. Use of Club facilities by Non-Member Players, other than listed above, is not permitted unless accompanied by a member and registered as a guest.

(e) Entry to the Club premises for Non-Member Players shall be as laid down under bylaw 45.

(f) Non-Member Players are required to settle all fees and chits by means laid down under bylaw 46 or through the account of a Club Member.

**43. LOYAL SOCIETIES**

(a) The Club recognises the Loyal Societies as part of the fabric of the Club under Rule 67.

(b) The Loyal Societies may

- (i) display their honours boards and trophies
- (ii) store items at the Club
- (iii) have a unique notice board (for the societies combined)

- (iv) have use of the Club address for receiving postal mail
  - (v) have use of our email system to advertise their Ball and in-Club and Charity events
  - (vi) file an annual report in the BCB Yearbook
- (c) Entry to the Club premises for non-BCB members of a Loyal Society shall be as laid down in bylaw 45.
- (d) Use of the Club by non-BCB members shall be limited to the location of the function and changing facilities, and in the Churchill Bar or The Verandah directly before or after that event. Use of Club facilities by non-members, other than those listed above, is not permitted unless accompanied by a member and registered as a guest.
- (e) Non-BCB members of a Loyal Society are required to settle all fees and chits by means laid down under bylaw 46 or through the account of a Club Member,

#### **44. ASSOCIATED GROUPS**

- (a) The Club authorises a number of Associated Groups to use its facilities in accordance with Rule 69.
- (b) Any Community Group wishing to become associated with the Club must be proposed by a British Club Member by application to the General Committee. Use of Club facilities is not permitted until such application is approved.
- (c) At least one designated Club member within the Associated Group shall be responsible for administration of all Associated Group matters with the Club, such as bookings and settling of charges.
- (d) Entry to the Club premises for non-BCB members of an Associated Group shall be as laid down in bylaw 45.
- (e) Use of the Club by non-BCB members shall be limited to the location of the function and changing facilities, and in the Churchill Bar or The Verandah directly before or after that event. Use of Club facilities by non-members, other than those listed above, is not permitted unless accompanied by a member and registered as a guest.
- (f) Non-BCB members of an Associated Group are required to settle all fees and chits by means laid down under bylaw 46 or through the account of a Club Member,
- (g) A British Club member, who is a member of the Associated Group, must be present at all Associated Group functions.

#### **45. ENTRY TO CLUB PREMISES**

In normal security conditions this bylaw covers entry to the Club; should a security risk be identified bylaw 5 (c) applies. Non-Member Players and non-BCB members of a Loyal Society or Associated Group, attending an approved event, must be pre-registered by the designated Club Member with the Club Management onto the Day List and are subject to the following security and Club procedures:

- (i) Such Non-Members enter at either Gate.
- (ii) Upon verification that their name is on the Day List, they may proceed to the Group Event/Practice.

If they are not on the Day List, then Security shall contact the Clubhouse reception in an attempt to find the designated Club Member. If the member is not found, entry will not be allowed onto Club premises.

#### **46. PAYMENT OF F&B AND OTHER CHARGES**

- (a) Members of Associated Groups and Loyal Societies who are not Club members and Non-Member Players of Club Sections may, on the day of a meeting, event or function of that Group, Society or Section, pay for Food & Beverage, and any other charges, by credit card or by use of coupons.

- (b) When applying a credit card the non-member will be charged an additional charge that as a minimum covers any bank charges incurred by the Club for settlement by credit card.
- (c) Food & Beverage Coupons are available in two formats to suit the different needs of different Groups, Societies or Sections.
- (d) Associated Groups, Loyal Societies and Sections may purchase coupons in bulk, directly from the Finance Department and be administered & sold on to the non-members by the Groups, Societies or Club Sections themselves. Such coupons will be stamped with Group, Society or Club Section name.
- (e) Payment for bulk coupons may be made by cheque, credit or charge card, transfer to Club bank account or charged to a member's Club account. Use of a credit card is subject to Bylaw 46 (b).
- (f) Alternatively on the day of a meeting, event or function, Members of Associated Groups and Loyal Societies who are not Club members and Non-Member Players of Club Sections may purchase Coupons for cash at the Clubhouse Reception before 10pm.
- (g) Use of Coupons is subject to the following conditions:
  - a. Coupons must be purchased before ordering F&B.
  - b. Coupons remain valid for one year.
  - c. Unused coupons can be redeemed for cash at the Reception before 10pm.
- (i) Coupons may be used only in the area of a booked meeting, event or function of the Group, Society or Section and in the Churchill Bar or The Verandah directly before or after that meeting, event or function. They are not valid in any of the other F&B outlets at any time

## **SECTION E – CLUB SECTIONS**

### **47. CLUB SECTIONS - GENERAL**

(a) Sections catering for special interests within the Club may be formed subject to the approval of the General Committee. Such Sections shall operate under the final authority of the General Committee. Each section shall be open to Members of all categories listed in the Constitution, Rule 6, and their spouse and children as defined in Rule 59.

(b) The Club will only recognise a section which is sustainable and consists only of Club members, spouses and children: two exceptions to this are the Golf Section and the Pipe Band under bylaws 48.5 and 48.6 respectively. In accordance with Rule 66 if any Section is fielding a representative Club Team in an accredited tournament at a venue away from the Club premises, it may enlist a number of non-members to play on that specific occasion providing there are no Section members wanting to play.

(c) The Club will create an annual budget for renewal of commonly held equipment (such as Bridge tables, Balut mats, Cricket stumps) and will maintain capital facilities (such as tennis courts, squash courts, cricket nets) within an agreed renewable timetable. In addition the Club will maintain Club stored Trophies. Club Sections will have priority use of all such equipment & facilities for



its regular events as well as coaching and training, and championships, competitions & tournaments.

(d) Each Section shall hold an Annual General Meeting, to be held at the Club, open to all those paying Section Subscriptions and this meeting shall approve annual Section accounts, elect a Section Committee and set the Section subscription. This Section Committee shall manage the section, produce an annual report and accounts to the General Committee and be responsible for its pages in the Club's Yearbook & Annual Report. The Sports Manager shall provide administration for the Section and support for its various competitions and tournaments as required.

(e) Funds raised by the Section in subscriptions and surplus income from competitions and tournaments may be spent as the Section Committee sees fit and must be reported in the Club accounts. Any fees paid by Section members for use of Club facilities (court fees, net fees) are the property of the Club.

(e) Each Section shall be entitled to an Annual Budgetary Allocation from Club funds to match that raised in subscriptions from its Section members and such funds may be spent as the Section Committee sees fit for the benefit of the Club and Section members only. No Club funds in this respect may be used for the purchase of alcohol or for the benefit of non-members. Each request for the use of Club allocated funds shall be signed off by the Sports Manager. Additional funding may be made available for the establishment of junior sections within mainstream sections and for enhancement of the Section.

(f) The Club expects all Section's 'Section Only' competitions and tournaments to be self-financing, in that the entry fees and/or external sponsorship must pay for give-away/replica trophies, medals, prizes, cost of venue, food & beverage.

(g) The Club may provide sponsorship, upon application to the General Committee, for an accredited competition or tournament which is open to non-members and which the Club is hosting or is fielding a representative team. The Club may also fund food and entertainment for a representative team from another Club or outside organisation visiting the Club. The Club shall provide a Club Plaque to give to visiting teams or present at an accredited tournament

## **48. CLUB SECTIONS – BY SECTION**

### **48.1 BADMINTON**

This section is not active within the Club as we have no suitable place at present in which to play.

### **48.2 BALUT**

#### **(a) Purpose**

The Balut Section exists to provide a basis for the play of Balut in all three forms: Bar Balut, Tournament Balut and International Balut.

#### **(b) Competitions & Tournaments**

(i) The Section shall organise its twice monthly Balut Shield, its annual Balut Cups Night and its annual Balut Shield Awards Night on a self-financing basis.

(ii) The Club may provide sponsorship for Club Balut teams to attend the STC Interport Competitions.

### **48.3 BRIDGE**

#### **(a) Purpose**

The Bridge Section exists to provide a basis for the play of competitive Bridge within the Club and with the Contract Bridge League of Thailand, and for the development of Bridge within the Club.

#### **(b) Competitions & Tournaments**

(i) The Section shall organise its multi-monthly Bridge League tournaments and social tournaments on a self-financing basis but with administrative support from the Club. Non-members attending any Contract Bridge League tournaments shall be eligible to buy coupons for the purchase of Food & Beverage.

(ii) The Club may provide sponsorship for the annual 'London Bridge' and 'Tower Bridge' Open Bridge tournaments.

### **48.4 CRICKET**

#### **(a) Purpose**

The Cricket Section exists to provide a basis for the play of competitive Cricket within the Club and the wider Cricket world, and for the development of Cricket within the Club.

(i) The Section shall run its training and practice sessions and matches on a self-financing basis excepting that the Club will fund refreshment at an away location when it is deemed our 'home' match.

(ii) The Club will pay on an annual replacement basis for practice and match kit (bats, pads, balls, gloves).

(iii) Section Members shall pay a monthly fee to the Club towards maintenance of the Cricket Nets and this gives them priority use.

(iv) When fielding a properly selected representative team the Club will reimburse the ground fees and the tournament fees.

(v) The Club shall organise and sponsor the 'Fireball 6' (Six-A-Side competition) as a Club organised competition open to non-members – such Non-members shall be eligible to buy coupons for the purchase of Food & Beverage.

### **48.5 GOLF**

#### **(a) Purpose**

The Golf Section exists to provide a basis for the play of social and competitive golf within the Club and the wider golf world, and for the development of golf within the Club.

#### **(b) Non-members**

The General Committee agrees to allow non-members to be 'affiliates' of the Golf Section in order to give diversity to the nature of play. Such affiliates may not serve on the Golf Section Committee nor may they receive any benefit from Club funding of Golf Section activities however such affiliates shall be eligible to buy coupons for their purchase of Food & Beverage at any Golf Section activity held at the Club.

#### **(c) Competitions & Tournaments**

(i) The Section shall run its Medal, Stableford, Eclectic, Inter-Society and Majors tournaments and those in the monthly Bangkok Golf League on a self-financing basis.

(ii) The Club may provide sponsorship for representative Club golf teams to attend accredited competition and tournaments where Rule 66 also applies.

### **48.6 PIPE BAND**

#### **(a) Purpose**

The Pipe Band exists to provide a basis for the teaching and playing of Pipe band music within the Club and to prompt the Club at events to which it is invited.

**(b) Non-members**

(i) The Club recognises the unique nature of the pipe band and its contribution to the Club at events on and off the premises. The Club notes that to be complete the Band may require non-members to play a number of instruments in its ensemble and as an exception to bylaw 47 (b) such non-member instrument players may be members of the Section on a short-term basis but may not serve on the Section Committee. Such non-members shall be eligible to buy coupons for their purchase of Food & Beverage.

**(c) Competitions & Tournaments**

(i) The Section shall run its training and practice sessions on a self-financing basis  
(ii) The Section may also play and represent the Club under the name of British Club Bangkok Pipe Band at various civic and private functions (such as Remembrance Day) with the prior approval of the Club Management.

**48.7 RUGBY**

This section is not active within the Club.

**48.8 SOCCER**

**(a) Purpose**

This section is not active within the Club

**(b) Competitions & Tournaments**

(i) The Club shall organise and sponsor the Tuesday Fives as a Club organised 5-a-side competition, with member, staff and non-member teams with a short term goal of social playing of the sport and longer term goal of re-establishing a Club soccer or 5-a-side Section. Non-members attending shall be eligible to buy coupons for the purchase of Food & Beverage.

**48.9 SQUASH**

**(a) Purpose**

The Squash Section exists to provide a basis for the play of competitive Squash within the Club and the wider Squash world, and for the development of Squash within the Club.

**(b) Competitions & Tournaments**

(i) The Section shall organise its regular Club League, Ladder and Trophy Competitions on a self-financing basis  
(ii) The Club shall organise and sponsor the Rod Carter Trophy as a Club organised competition open to non-members – such Non-members shall be eligible to buy coupons for the purchase of Food & Beverage.

**(c) Use of Courts**

(i) Players shall wear clothing appropriate to squash. Proper sports shoes shall be worn with non-marking or white soles.  
(ii) Only non-Marking balls shall be used.

**48.10 TENNIS**

**(a) Purpose**

The Tennis Section exists to provide a basis for the play of competitive tennis within the Club and the wider tennis world, and for the development of tennis within the Club.

**(b) Competitions & Tournaments**

(i) The Section shall organise its regular Club League, Ladder and Trophy Competitions on a self-financing basis

(ii) The Club shall organise Mix-Ins at least three times per week, non-section members must join the section ahead of play, for which a yearly subscription fee is charged

(iii) The Club may provide sponsorship for representative Club tennis teams to attend accredited competition and tournaments.

**(c) Dress Code**

(i) Players shall wear clothing appropriate to tennis.

(ii) Proper sports shoes shall be worn with non-marking or white soles.

## **SECTION F – DISCIPLINARY PROCEDURE**

### **49. DISCIPLINARY PROCEDURE**

The Club expects members and their guests, management and staff to act at all times with respect and courtesy to each other. In the event of behaviour falling outside of these guidelines, the Club reserves the right to take disciplinary action:

### **50. COMPLAINTS AGAINST MEMBERS**

(a) (i) Any member may register a complaint about another member to either the Duty Manager, the General Manager or formally to the Chairman of the General Committee; any staff member may register a complaint about a member with any member of the Management team.

(ii) Complaints shall be categorised in one of five levels:

- 1) Actual physical violence
- 2) Threatened physical violence
- 3) Verbal or Written abuse
- 4) Inconsiderate behaviour disturbing other members
- 5) Infringement of bylaws

(iii) For any complaint from levels 1 to 3, the General or Duty Manager shall take measures to defuse the situation. Management or any Member of the General Committee may have the member removed from Club premises if there is deemed any risk to Members or staff. A formal complaint will then be registered with the General Committee.

(iii) For any complaint from levels 4 and 5, the General or Duty Manager may informally warn a member that their behaviour is not acceptable and any continuance will be reported to the General Committee.

(iii) Any formal complaint to the General Committee or any complaint to Management that cannot be or was not resolved by an informal warning shall be subject to these disciplinary procedures.

(b) (i) Complaints shall be registered in a log, the Chairman of the General Committee informed and an investigation of the circumstances instigated by the General Manager including written statements from all those present.

(ii) If the complaint is of a mutual nature between two or more members, or any number of Members complaining about General Committee's policy or practice then the Chairman of the General Committee may refer the matter in the first instance to a Complaints Review Panel.

(ii) The Complaints Review Panel shall consist of any member of the General Committee acting as its Chairman plus two Ordinary Members of the Club, who have been Ordinary Members for at least five years. The Complainant may bring along one member to the meeting.

(iii) The Complaints Review Panel shall meet the parties involved and attempt to reconcile the complaints made.

(c)(i) Should the use of the Complaints Review Panel not be appropriate or the Panel failed to achieve mutual agreement then the Chairman of the General Committee shall convene a Disciplinary Sub-Committee.

(ii) The Disciplinary Sub-Committee shall consist of any three members of the General Committee.

(iii) The Disciplinary Sub-Committee shall take the General Manager's report and written statements and may interview any members concerned and shall then make a recommendation to the General Committee at its next meeting or, with agreement of the Chairman of the General Committee, call an Urgency Meeting of the General Committee if needed.

(d) The Disciplinary Sub-Committee shall review all evidence and if they believe that there is a case to answer they may recommend:

(i) For any complaint from levels 1 and 2, and all repeat cases of behaviour in (ii) below, that a member be asked to resign or be expelled from the Club in accordance with Rule 73.

(ii) For any complaint from level 3, all incidents against staff (except those covered under (i) above), and all repeat cases of behaviour in (iii) below, that the member be suspended for a period from two weeks to six months in accordance with Rule 73 (c).

(iii) For any complaint from levels 4 and 5 that a formal warning is placed on the Member's record and that a repeat of this incidence within the next two years will lead to a period of suspension as listed above.

(e) The General Committee shall make its decision known to the member who has the right to appeal within seven days. An appeal shall be held in front of an Urgency Meeting of the General Committee. If the Appeal is unsuccessful, the defender shall be informed and a notice of disciplinary action taken placed shall be posted on the Club notice board.

#### **51. COMPLAINTS AGAINST STAFF**

(a) Any complaint about staff shall be directed to the General Manager; any complaint about management should be directed to the Chairman of the General Committee.

(b) All staff complaints shall be dealt by Management with in accordance with the Staff handbook and the Labour Protection Act 2541 (as amended). All management complaints shall be dealt with by the Chairman of the General Committee who shall, if the case merits, inform the General Committee. At all times the General Committee shall abide by the Labour Protection Act 2541 (as amended) and may seek legal advice in regard to actions required.

### **SECTION G – INTERNET & SOCIAL MEDIA**

#### **52. SOCIAL MEDIA POLICY**

This policy refers to social networking sites, including but not limited to: Facebook, Twitter, YouTube, LinkedIn, Chat rooms, Websites, Blogs, and Newsgroups.

The Club understands that some Members participate in social networking sites, some of which are created for the benefit of a Section in the Club. The Club respects Members' online social networking and personal Internet use. However, your online presence can affect the Club, as your words, images, logos, posts, and comments can reflect or be attributed to the Club. As a Member, you should be mindful to use electronic media responsibly and respectfully to others.

It shall be considered a breach of acceptable Member conduct to post on any public or private website, any other forum, or any other electronic or print communication format, any of the following:

- (1) Anything that may harm the goodwill or reputation of the Club or any disparaging information about the Club.
- (2) Any derogatory, discriminatory or harassing information concerning any Member, employee, supplier, or other person associated with the Club.
- (3) Any confidential information, or intellectual property of the Club, including information relating to finances, Members, operational methods, plans and policies.
- (4) Any private information relating to a Member or employee of the Club.
- (5) Any images, logos or material that is the property of the Club without first obtaining permission from the Management and General Committee.

Furthermore, Members wishing to run their own Section social networking sites, must provide the URL used for access and obtain permission from the Management and General Committee. Members who violate the Club's Social Media Policy will be subject to disciplinary action in accordance with Rule 73.

## **SECTION H – AUDIT & SUB-COMMITTEES**

### **53. AUDIT COMMITTEE**

The General Committee (GC) shall appoint an Audit Committee (AC) to ensure proper procedures in the management of the finances of the club and compliance with all relevant regulations. The GC will undertake all reasonable measures to ensure that the AC is able to carry out its work effectively with full access to the Club's records.

#### ***(a) Appointment and functioning of the Audit Committee***

- (1) The GC appoints the Chair of the AC and up to three further AC Members. The appointed AC Members will receive no remuneration for their work, and will serve for a term coincident with the GC's term, i.e. from AGM to AGM.
- (2) The primary interface for the AC to the Club's GC and management is to the Chair of the GC.
- (3) In selecting Members of the AC, the GC will take all reasonable steps to ensure that the AC Members are: qualified, in terms of relevant experience in auditing, finance or related disciplines, and independent, specifically, a) have not served on the Club's General committee in the 3 years prior to his/her appointment, and are not connected with any member of the Club's management, its external auditor, or any of the Club's suppliers or contractors.
- (4) Meetings are to be held at least 4 times a year, the scheduling and Agendas for which will be at the AC Chairman's discretion.
- (5) The AC will elect from the AC Members its Secretary who will be responsible to draw up the minutes.
- (6) A quorum at an AC Meeting will be established when at least 3 members are physically in attendance.
- (7) Resolutions are passed by simple majority.
- (8) At the first AC meeting after an AGM, the AC will finalise and submit to the GC its Work Plan for the Committee Year.
- (9) The AC will, at the conclusion of its work on a particular area of the Club's activities, submit, directly to the GC at the earliest appropriate scheduled Meeting of the GC, a report on its findings, detailing a) any significant deviation(s) from the Club's policies and procedures, and b) any policies and procedures or internal control mechanisms which are found to be inadequate or could be improved,

along with recommendations. Should any such deviation or weakness represent a present or imminent risk of loss of Club funds, such a report is to be submitted to the GC immediately upon its discovery.

(10) Annually, the AC will prepare a report of its findings over the past year, a provisional work plan for the next year, and any proposed revisions to these TOR and submit the same to the GC in time for any necessary discussion and clarification prior to their presentation by the AC at the next AGM, whereby it is understood that the ultimate decision on the content of such presentation to the AGM rests with the Audit Committee.

**(b) Role and Responsibilities**

The overall purpose of the AC is to optimize:

- (1) Risk management mechanisms, Internal control and compliance
- (2) Financial reporting and budgeting process, including review of External Audit.

**(a) Internal controls and risk management mechanisms**

(1) Review the internal control systems and risk management framework in place at the Club, including: tax and legal compliance; system weaknesses; fraud and corruption risks; insurance coverages, etc.

(2) Develop recommendations to eliminate such risks and/or mitigation options.

(3) Assess the need and costs for specific resources, internal or contracted, to conduct internal audits/reviews and submit appropriate recommendations to the GC.

**(b) Financial reporting and budgeting processes**

(1) The AC shall meet with Management and the Chair of the Finance-Sub-Committee (FSC) each year to review the Annual Budget for the following year. The AC will also periodically review the Club's Management Accounts, and projections for the future financial performance of the Club, making recommendations to the GC as it considers necessary.

(2) A primary focus for the AC is to safeguard the Club's funds, and ensure the longer-term viability of the Club through prudent financial and cash management beyond the period of a particular GC's tenure.

**(c) External Audit**

The AC shall meet with Management, the Chair of the FSC, and the external auditors prior to finalization of the Annual Report to review the draft report, and the external auditors' assessment of the Club's key accounting policies (including any material changes thereto).

The AC will:

- (1) Assess, on an ongoing basis, the performance and professionalism of the Club's external auditors,
- (2) provide advice to the GC on compensation of the external auditors,
- (3) submit to the GC its recommendation on selection of external auditors to be appointed at the AGM,
- (4) review the scope of the external audit plan,
- (5) review the Management Representation Letter, and the result of the audit including the draft long form audit report from the external auditors.

**(d) Other**

(1) The AC may attend meetings of Sub-Committees after prior notice to the appropriate Sub-Committee Chair.

(2) Secretarial assistance will be made available by the Management of the Club if deemed appropriate, and after consultation and agreement with the GM on the scope of such support

## **54. SILOM WING SUB-COMMITTEE**

### **(a) Establishment**

The Silom Wing Sub-Committee is established under Rule 13 and governed by this Bylaw created under Rule 18. Upon taking office it shall run for an initial period until the completion of the Silom Wing, being the first phase of the Poolside Development Project. The Silom Wing Sub-Committee may be reconstituted for delivery of further phases of the Poolside Development Project as needed.

### **(b) Accountability**

The Silom Wing Sub-Committee shall report directly to the General Committee.

### **(c) Membership**

The Silom Wing Sub-Committee shall consist of up to seven persons:

- 1) The Chair, who shall be a member of the General Committee, and the first point of contact for the Project Manager, Club Members and GC members.
- 2) One member who is qualified to manage the financial aspect of the project.
- 3) Up to five members who are qualified to manage the architectural, engineering, quality control and building aspects of the project.
- 4) The Chairman, Vice-Chairman, Honorary Secretary and Honorary Treasurer of the General Committee shall have the right to attend any or all meetings of the Silom Wing Sub-Committee
- 5) The General Committee shall fill any vacancies arising.

### **(d) Terms of Reference**

By authority delegated from the General Committee the Silom Wing Sub-Committee shall appoint and supervise a qualified and competent Project Manager, QS and consultants to deliver the Silom Wing Project and shall always keep the GC suitably informed of progress with regards to time, cost, quality and any risks that may arise.

The ***Silom Wing Sub-Committee*** shall:

- 1) Be responsible to the GC for the delivery of the Project within the time and cost parameters set by the GC and to standards documented and adopted.
- 2) Identify and utilise, effectively, appropriate design, PM and QS consultancy services to manage and oversee the successful delivery of the project:
  - a. Work closely with the PM and QS, giving them guidance and direction as required
- 3) Utilising reporting from the PM and QS:
  - a. Provide a recommended "Members' Monthly Up-date Report" to the GC, for its dissemination to the Members;
  - b. Provide detailed Monthly Reports to the GC on all aspects of the Project; to include (but not limited to):
    - i. Detailed progress against agreed baselines (time & cost)
    - ii. design status and issues of interest / importance
    - iii. costs and forecast final costs vs budget
      1. details of changes and variations
    - iv. up-dated procurement schedule for all items including those requiring the future action of the GC
- 4) Monitor the Planning Permission and permitting Processes.
- 5) Supervise and verify all procurement processes, providing recommendation, after incorporating appropriate legal advice, to the GC for its approval.
- 6) Monitor the QA/QC processes and results for of the Works (including design)
- 7) Ensure all appropriate: legal checks; contracts; insurances; and indemnities are effected by the Project Manager.
- 8) Review the progress of the Works



- 9) Monitor the effect of works on Members and existing Club facilities
- 10) Monitor the effect of works on our neighbours and on the local roads.

The ***Silom Wing Project Manager*** shall be responsible to the SWS-C for:

- a) The tendering, recommendation, appointment (at the direction of the SWS-C) and supervision of architects, consultants, contractors, suppliers, and any supervisory staff, drafting their contracts advising on scope, responsibilities, terms and cost / remuneration
- b) Managing the Final Design Process with special regard to:
  - a. the performance of architect and consultants, the buildability and compliance of works with drawings and specifications,
  - b. the applications for all statutory consents;
  - c. being within the cost plan
  - d. checking compliance of works with designs
- c) Communication between the QS and Contractors and Architect
- d) The preparation and maintenance of a master schedule from concept to completion (MS Project format)
- e) The preparation and maintenance of a master cost plan from concept to completion
- f) The entire design and construction economics and financial management especially with regard to tender documentation, insurances, valuations and payment certificates, interim and final payments
- g) Monitoring and delivery of the final design, reporting of variations and with the Silom Wing Sub-Committee confirming completion of works, making good defects and finally signing off completion of the Silom Wing
- h) The delivery of all as-builts, manuals, warranties, training that are to be delivered under the procurement contracts.
- i) The establishment and management of a risk and opportunity register

***(d) Procedures***

- 1) All tenders shall be opened in the presence of the Chairman of the BC (or his delegated GC Member), the Chair of the SWS-C (or his delegated S-C Member) the PM and the Project QS. The Project QS will record the details of the tender opening. Delegated members of the General Committee as well as members of the Silom Wing Sub-Committee may attend any opening.
- 2) The PM, after due consultation with the Project QS, shall make his / her recommendation to the SWS-C, with a sufficiently reasoned evaluation back-up, as may be required by the SWS-C.
- 3) All contracts, agreements and PO's will be proposed by the PM (in consultation with the Project QS), reviewed by the S-C, which will obtain the Club lawyer's comments prior to be taken to the General Committee for signature.

**March 2017 as reflecting changes approved by the General Committee meeting held on 20<sup>th</sup> February 2017.**