

PANAGA CLUB

CONSTITUTION

Adopted at Club AGM [19th April 2017]

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PANAGA CLUB CONSTITUTION

(Adopted at Club 19th April 2017)

1. NAME

The name of the Club is “Panaga Club”.

2. LOGO (New – November 2015)

The name and logo of the Panaga Club is derived from the Panaga Trees that are prominent around the Club and Golf Course premises.



The logo is a combination of:

- a) Petal, Bud and Stem – White with Green outline Colour
- b) Anther – Red Colour
- c) Filament – Yellow Colour
- d) Leaf – Green and White with Green outline Colour.

3. OBJECTIVE

The objective of the Club is to promote social, sport and cultural activities for the employees of Brunei Shell JV Companies (the “Company”) and other members.

4. CONTROL

The Club being a Brunei Shell Staff Club, and its buildings and main facilities being the property of Brunei Shell Petroleum Company Sdn Bhd, which also supplies certain services and utilities to the Club, the Company reserves the right at any time to veto any proposed action or resolution of the Club which is considered by the Company to contravene its policies and to require any activities being carried on in the Club or under the Club’s sponsorship to cease.

5. MEMBERSHIP

5.1. DEFINITION

For the purposes of this Constitution the term ‘MEMBER’ shall be construed to mean a Full or Associate member, and the term ‘Member’ shall be construed to mean all other types of membership including Honorary, Family and Temporary member.

5.2 ELIGIBILITY FOR MEMBERSHIP

5.2.a Full MEMBERS

- 5.2.a (1) Employees of the Brunei Shell JV Companies. Also employees of Shell EPA and Shell Deepwater Borneo (SDB) who’s salaries are paid through Brunei Shell JV Companies.
- 5.2.a (2) Employees of BSJV Apprentice Scheme and Short Term International Assignment (STIA).

5.2.b Associate MEMBERS

- (A) Persons residing in Brunei Darussalam
- (B) Age 18 years or above
- (C) An advance refundable deposit

AND

5.2.b (1) Brunei Shell JV Companies Contractor and Shareholder Employees

- (a) Employer is a contractor, sub-contractor of the Brunei Shell JV Companies, or a shareholder of such contractor or sub-contractor
- (b) Sponsored by the Employer
- (c) Status equivalent to Senior Staff

OR

5.2.b (2) Government Employees including RBAF and RBPF

- (a) Status equivalent to Senior Staff (Division II and above or Sergeant and above)
- (b) Supported and verified by the Belait District Officer

OR

5.2.b (3) Brunei Garrison Employees

- (a) Status equivalent to Senior Staff (Sergeant and above)
- (b) Supported and verified by the Garrison Commander
- (c) Not subject to Clause 5.2.b(C) except for those who are not invoiced collectively through and paid by Brunei Garrison Pay Master

OR

5.2.b (4) Retirees

5.2.b (4)(i) Company Retirees and Panaga Club Employee Retirees

- (a) Retirement from the Company as per PREVAILING retirement age policy
- (b) For a Company Retiree – Having been a Full MEMBER of the Panaga Club for more than five years before retirement otherwise to firstly pay as Full MEMBER of the Panaga Club to fulfill the five years then as a Company Retiree thereafter
- (c) For Panaga Club Employee – An Employee for five years before retirement otherwise to firstly pay as FULL MEMBER of the Panaga Club to fulfill the five years then as Panaga Club Retiree thereafter

5.2.b (4)(ii) Non Company Retirees

- (a) i) Retirement as per PREVAILING retirement age policy; or
ii) Over 60 years old
- (b) Associate MEMBER including Special Member of the Panaga Club for more than ten years

OR

5.2.b (5) Specials

- (a) An employer or individual not directly contracted to Brunei Shell JV Companies
- (b) Status equivalent to Senior Staff
- (c) Subject to the discretion of the Membership Sub-Committee
- (d) A non-refundable joining fee

OR

5.2.b (6) Corporate

- (a) Transferable
- (b) Sponsored by the Employer
- (c) Subject to the discretion of the Membership Sub-Committee
- (d) A non-refundable joining fee and not subject to Clause 5.2.b(C)

OR

5.2.b (7) Mature Dependents

- (a) Children over the age of 21 of all members defined in paragraphs 5.2.a, 5.2.b(1), 5.2.b(2), 5.2.b(3) and 5.2.b(5), who are not in full employment
- (b) Dependent on their parents
- (c) Sponsored by their parents and not subject to Clause 5.2.b(C)
- (d) Maximum two years only

OR

5.2.b (8) Panaga Club Employees

- (a) For current employees only
- (b) Not subject to Clause 5.2.b(C)

OR

5.2.b (9) Reciprocal Plus

- (a) Piasau Boat Club Member
- (b) Non Brunei Resident
- (c) Not subject to Clause 5.2.b(C)
- (d) No credit facilities accorded

5.2.c Honorary Members

- (a) His Majesty the Sultan and Yang Di-Pertuan Negara Brunei Darussalam and such distinguished persons as the Company may designate
- (b) Such persons as the Company may designate who have a standing in or relationship with the Company for the period of such standing or relationship
- (c) Such persons who have served the Panaga Club as President
- (d) Such persons, at the discretion of the Management Committee, who have served on the Management Committee for at least four years consecutively

5.2.d Family Members

Wives or husbands of all MEMBERS defined in paragraph 5.2.a, 5.2.b and 5.2.c excluding 5.2.b(7) , and the children of such MEMBERS up to the age of 21 who are not in full-time employment and are dependent on their parents.

5.2.e Temporary Members

5.2.e (1) Brunei Shell JV Companies Visitors

- (a) Any Brunei Shell JV Companies visitors on business
- (b) Maximum three months in any one year
- (c) Sponsored by Brunei Shell JV Companies

5.2.e (2) Brunei Shell JV Companies Contractor, EPA or SDB Employees or Visitors

- (a) Any Brunei Shell JV Companies contractor or sub-contractor, EPA or SDB employee or visitor who is in Brunei Darussalam for a period of up to two months in any one year.

OR

- (b) Any Brunei Shell JV Companies contractor or sub-contractor employee while waiting approval of Associate Membership and for a period of up to two weeks only in any one year
- (c) Status equivalent to Senior Staff
- (d) Sponsored by employer, but not accorded credit facilities

5.2.e (3) Family Visitors

- (a) Any relative of a MEMBER i.e.
 - (1) sons or daughters over the age of 21 years
 - (2) sons-in-law or daughters-in-law
 - (3) parents or parents-in-law
 - (4) grandparents or grandparents-in-law
 - (5) brothers, sisters, brothers-in-law or sisters-in-law
 - (6) niece or nephew under the age of 14 years
- (b) For a period of up to thirteen weeks in any one year
- (c) Sponsored by the MEMBER

5.2.e (4) Non-Family Visitors

- (a) Any relative (not defined in Clause 5.2.e(3) or friend of a MEMBER.
- (b) For a period of up to thirteen weeks in any one year
- (c) No more than two persons at a time
- (d) Sponsored by the MEMBER

5.2.e (5) Day Visitor

- (a) Any family or friend of a MEMBER
- (b) Sponsored by the MEMBER
- (c) Accompanied by the MEMBER on Club premises
- (d) Maximum of three entries per month
- (e) No credit facilities accorded
- (f) Day Visitor is not allowed to undertake a course or lesson unless otherwise approved by the Management Committee

5.2.e (6) Reciprocal Members

- (a) Members of other Clubs with which Panaga Club has agreed reciprocal rights
- (b) Only applies to members of reciprocal Clubs who are not resident in the Belait District
- (c) Maximum of fourteen reciprocal visits per year
- (d) No right to introduce Temporary Members
- (e) No credit facilities accorded
- (f) Free reciprocal use of Panaga Club facilities by reciprocal Club members are restricted to those that both Clubs offer. To use or participate in other Section activities, reciprocal members must pay those Section fees. Members wanting to play golf shall bring their handicap cards and proof or evidence of their personal golf insurance policies
- (g) 5.2.e(6)(c) can be waived for members of Piasau Boat Club upon payment of an annual fee. This Member is defined as Reciprocal Plus Member.

5.3 ACCEPTANCE/REJECTION OF MEMBERSHIP APPLICATIONS

5.3.a General

- (1) Persons eligible for Full or Associate membership shall make a written application to the Operations Manager giving such information as the Management Committee may from time to time require. Such applications will be subject to approval by the Membership Sub-Committee of the Club.
- (2) The Management Committee shall have absolute discretion to accept or reject any application. It shall notify an applicant that his application had been rejected at any time even without placing application on notice board.
- (3) An applicant whose application has been accepted by the Management Committee shall be given written notification of the Management Committee's decision by the Operations Manager. He shall receive a copy of the current Constitution and the Club Rules.
- (4) The Club Treasurer shall confirm receipt of any deposit (Clause 5.2.b(C) of Club Constitution or/and Clause 2.2.f of Club Rules) before Associate membership is granted.
- (5) The maximum number of Members of the Club, and the number of Members of each class of membership, may be determined by the Management Committee from time to time, as directed by the Company.
- (6) The maximum number of Members of the Section may be determined by the Section Committee and/or Management Committee.

5.3.b Honorary Members

The Company or the Management Committee as appropriate may designate a person eligible for membership to be an Honorary Member by notice in writing to the Operations Manager.

5.3.c Family Members

Membership is automatic.

5.3.d Temporary Members

Any Member, other than a Reciprocal Member, may introduce a person as a Temporary Member, in accordance with Clause 5.2.e, by making a written application to the Operations Manager.

5.4 SUBSCRIPTION

A monthly subscription shall be payable by Members in accordance with the Club Rules as amended by the Management Committee from time to time. No Club subscription shall be payable by or in respect of Honorary Members, Family Members and organizations with which reciprocal arrangements have been made.

Monthly subscriptions may be revised from time to time by the Management Committee. The Management Committee shall publish the current subscription rates on the Notice Board of the Club.

The Management Committee shall give at least one month's prior notice of any change in subscriptions by publishing details of the proposed change(s) on the Notice Board of the Club and in the Club Newsletter.

5.5 PAYMENT AND LIABILITY

5.5.a Any Member failing to pay his subscription or account within 30 days from the statement date set out in any statement of account from the Club, at the discretion of the Management Committee, shall be excluded from all privileges of membership for such period as the Management Committee considers appropriate. Alternatively, it shall be within the authority of the Management Committee in its discretion to cancel his membership for such non-payment, subject to the requirements of Clause 5.5.c.

5.5.b The Club may make arrangements for Associated Members qualifying for membership under Clause 5.2.b, to be invoiced collectively through their employing company. In the event that any Associate Member to which this provision is applied fails to pay his subscription or account within 30 days from the statement date set out in any statement account from the Club, the Club shall write to the employing company of the intention to cancel the membership of all employees of the relevant employer if the employer fails to honour the Member's default payments. If the employer fails to respond within one month, all existing Members who are employees of the relevant employer may be suspended. In addition, any future applications for membership from their employees may, at the discretion of the Management Committee, be disallowed.

5.5.c Neither the resignation of a Member nor the termination or suspension of his membership shall relieve such Member or employing company from the payment of any subscription or other monies due or payable to the Club.

5.5.d No Member or employing company shall be entitled to, or have any claim upon, any portion whatever of the property of the Club.

5.6 TERMINATION AND SUSPENSION OF MEMBERSHIP

5.6.a Any Member may resign his membership at any time by notifying his resignation in writing to the Operations Manager at least two weeks in advance. Members must return to the Operations Manager all Panaga Club membership cards before accepting termination of membership and closing of account.

- 5.6.b Application for re-admission from resigned or terminated members will not be entertained before the expiry of at least six calendar months from the date of resignation or termination. However re-admission of such members shall be at the absolute discretion of the Management Committee.
- 5.6.c The Management Committee may at its discretion suspend the membership of any Member for any fixed period or terminate the membership of any member. In case of termination a Member may be given the option to resign.
- 5.6.d Without prejudice to the generality of Clause 5.6.b, where any Member first gained any class of membership by virtue of a contract of employment with the Company or by virtue of having a contract of employment with an employer contracted or sub-contracted to the Company, where the terms of such contract with the Company offered the service of the Club to that employer's employees, then the Management Committee will terminate the membership of any such Member on the termination of such contract of employment between such Member and either the Company or such an employer as the case may be.

5.7 VOTING AND RIGHTS TO STAND FOR OFFICE

- 5.7.a Only fully paid up MEMBERS and their spouses shall be entitled to vote at Club, Division or Section Annual General Meetings and Extraordinary General Meetings.
- 5.7.b The wife or husband of a MEMBER may hold office(s) for which the spouse is eligible for election, but in all other respects shall remain a Family Member.

6. MANAGEMENT COMMITTEE

6.1 OBJECTIVE

The Management Committee shall manage the business and activities of the Club. The daily operations of the Club are managed by the Operations Manager.

6.2 COMPOSITION

- 6.2.a The Management Committee shall consist of Committee MEMBERS comprising the following:

Nominated MEMBERS

- The President, who shall be the Company's Managing Director or his nominee.
- A full time Operations Manager appointed by the Company
- A Treasurer appointed by the Company

Elected MEMBERS

- In addition to the above MEMBERS, there shall be a F&B MEMBER, a House MEMBER and an IT MEMBER. There shall be no more than eight other elected Committee MEMBERS, each representing a Division of the Club. These elected Committee MEMBERS shall be known as Division Heads.
- 6.2.b One of the Division Heads shall be elected Vice President by the Management Committee.
- 6.2.c The Club strives to having the diversity of the member community reflected into the Management Committee.

- 6.2.d The Management Committee shall have the right, whenever it is felt necessary, to co-opt one additional MEMBER to the above Committee.
- 6.2.e The Management Committee shall have the right, whenever it is felt necessary, to co-opt persons associated with the Panaga Club organization to the above Committee due to lack of volunteers.
- 6.2.f All Management Committee MEMBERS (both nominated and elected) shall hold office immediately after the Annual General Meeting and shall retire after the next Annual General meeting, but shall be eligible for re-election.

6.3 ELECTION

The elected Committee MEMBERS shall be MEMBERS of the Panaga Club, and shall be elected at the Annual General Meeting of the relevant Division of the Club and shall retire after the next Division Annual General Meeting, but shall be eligible for re-election.

6.4 TERMS OF OFFICE

- 6.4.a If either the President, Operations Manager or Treasurer is absent or likely to be absent, the Company may nominate a MEMBER or MEMBERS to fill the vacancy or vacancies in question and to act on their behalf for the duration of the absence.
- 6.4.b If a Division Head is absent or likely to be absent, the Heads of the Sections represented by the Division Head may nominate a MEMBER or MEMBERS to fill the vacancy in question and to act on their behalf for the duration of the absence.
- 6.4.c Any changes in the Management Committee as a result of replacement of Nominated Committee MEMBERS or elections at Division Annual General Meetings shall be published in the Club Newsletter and on the Notice Board at the Club.

6.5 PROCEEDINGS

- 6.5.a The Management Committee shall hold meetings for the transaction of business at least once a month (MCM) or a minimum of nine (9) meetings held per year.
- 6.5.b Five Committee MEMBERS shall comprise a quorum. If the number of Committee MEMBERS falls below five, the remaining Committee MEMBERS may meet to co-opt one further Committee MEMBER sufficient to form a quorum, but for not other purpose.
- 6.5.c Questions arising at any meeting of the Management Committee shall be decided by a majority of votes. In case of any equality of votes, the President shall have a second or casting vote.
- 6.5.d A Committee MEMBER may, and the Operations Manager on the request of a Committee MEMBER shall, at any time summon a meeting of the Management Committee.
- 6.5.e The President or, in his absence, the Vice-President, shall normally take the chair at meetings but in the absence of the President and Vice-President within 15 minutes after the time appointed for holding the meeting, the Committee MEMBERS present shall choose one of their number to chair the meeting.

6.5.f The Operations Manager shall ensure that minutes are prepared of all Club General Meetings, Management Committee Meetings and copies of all such minutes shall be retained. The Operations Manager shall also ensure that the minutes of Club General Meetings and Management Committee Meetings are exhibited on the Club Notice Board, except in case of confidential discussions when an extract is sufficient.

6.6 CLUB RULES

The Management Committee shall have the power to make Rules for regulation and good conduct of the Club and alter, amend, suspend and rescind the same. Such Rules shall have full force and effect to the extent that they are not inconsistent with this Constitution. The Operations Manager shall make available copies of the Rules to the Members, and shall publish such rules and any alteration or amendment thereto, or suspension or revision thereof, by placing them conspicuously on the Club Notice Board for a reasonable period and, as soon as possible after any change, shall make available printed copies to all Members.

6.7 BREACH OF RULES AND MISCONDUCT

6.7.a Should any Committee MEMBER make a complaint or should any complaint, in writing, be received by the Management Committee as to the breach of rules or conduct of any Member in the Club or on any Club grounds, the complaint shall be investigated and dealt with at the discretion of the Management Committee. Members against whom complaints have been made shall, where practicable, be given the opportunity to submit an explanation to the Management Committee.

6.7.b A Committee MEMBER shall have the right to require any person or persons to leave the Club premises and grounds for any breach of the Club's Rules or for conduct, which in the opinion of the Member is detrimental to the good of the Club.

6.7.c Any disputes within Sections shall be addressed with their Division Heads before the issues are brought to the attention of the Management Committee.

7. CLUB GENERAL MEETING

7.1 ANNUAL GENERAL MEETING

An Annual General Meeting shall be held each year within four months of the end of the Club's financial year. The Operations Manager shall give notice of the date and time of the meeting at least 21 days before the proposed date of the meeting by publishing it on the Club Notice Board and at least twice in the Club Newsletter. The business of the meeting shall be the approval of financial accounts for the Club's previous financial year, receiving the Management Committee's Report for the previous year and the submission of any business handed in writing to the Operations Manager by Members entitled to vote 12 or more days before the date of the Meeting. Such business shall be published on the Notice Board of the Club at least 12 days before the date of the meeting and amendments thereto should preferably be put by Members entitled to vote by giving notice in writing to the Operations Manager, at least five days before the meeting. Such amendments shall be posted on the Club Notice Board.

However, amendments may also be put by Members or the spouse of Members at the Meeting. Notwithstanding the foregoing, any proposed amendment to this Constitution or to any resolution that would amend it, shall be given in writing to the Operations Manager not later than five days before the meeting.

7.2 EXTRAORDINARY GENERAL MEETING

The Management Committee may at any time call an Extraordinary General Meeting, or shall call one at the written request of ten (10) MEMBERS entitled to vote. Fourteen (14) days' notice of the date and time of all such Meetings shall be given by the Operations Manager by publishing it on the Club Notice Board and in the Club Newsletter and the notice shall state its objective(s). Provisions relating to quorum and Chairman as set down in Clauses 6.3. and 6.4. of this Constitution shall apply.

7.3 QUORUM

A quorum at any Club General Meeting shall be 10% of fully paid up Members present and entitled to vote. If a quorum is not present at the appointed time of the meeting the President will have the authority to either adjourn the meeting to a later date or time, or to continue, and those Members present and entitled to vote shall be deemed quorum and may transact the business for which the meeting was called.

7.4 CHAIRMAN

The President, or in his absence the Vice-President, shall preside at any General Meeting, but in the absence of the President or the Vice-President within 30 minutes after the time appointed, the Meeting shall elect its own Chairman. In the case of an equality of votes, whether on a show of hands or a poll, the Chairman shall have a second or casting vote.

7.5 PROXY VOTING

Members entitled to vote but unable to attend any General Meeting (either through sickness, duty or short absence from the area, but for no other reason), may record their votes by proxy, provided they have notified the Operations Manager in writing of the name of the proxy whom they have appointed. The proxy of a Member shall be his or her spouse or another Member.

7.6 RESOLUTIONS

7.6.a At any General Meeting, a resolution put to the vote shall be decided on a show of hands of those Members present and entitled to vote, unless a poll is demanded by at least three Members present in person or by proxy and entitled to vote, or on the declaration of a show of hands.

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

7.6.c A poll taken on the election of a Chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time as the Chairman directs.

7.6.d On a show of hands, every Member present and entitled to vote, shall have one vote. On a poll every Member present personally or by proxy and entitled to vote shall have one vote.

7.6.e All resolutions passed at General Meetings not affecting the Constitution but concerning the operation of the Club must be compiled and maintained together with an official copy of the Club Constitution and Rules kept by the Operations Manager and such resolutions can only be amended at a subsequent General Meeting.

8. DIVISIONS AND SECTIONS

8.1 GENERAL

In order to constitute a Panaga Club Section, the following separate positions must be filled:

- (a) Chairperson
- (b) Treasurer
- (c) Secretary

A Section Committee must be made up of at least these three people.

8.2 CONSTITUTION

Constituted Sections shall appoint a committee (see Clause 8.5.) and shall hold Annual General Meetings. The Section will not be recognized by the Management Committee until the names of the Officers and the minutes of the AGM have been sent to the Operations Manager and have been accepted by the Management Committee. Constituted Sections shall hold a Panaga Club account through which all monies handled on behalf of the Club or Members shall be transacted, and shall be represented at the Management Committee of the Club by the Division Head.

8.3 MEMBERSHIP

8.3.a Only fully paid up Members and spouses of Members shall be entitled to vote at Division and/or Section General Meetings and be entitled to stand for office or propose, second and vote for motions and for election of officials of a Section.

8.3.b The Captain of the Panaga Golf Club (appointed by the Company) and the Commodore of the Kuala Belait Boat Club shall be Full MEMBERS of the Panaga Club.

8.4 GENERAL MEETINGS

8.4.a Requirement to hold Annual General Meetings

A Division Annual General Meeting shall be held each year within four months of the end of the Club's financial year at which the Division Head and Officers of all Constituted Sections represented by that Division are expected to attend and Members are entitled to attend. The Division Head shall give notice of the date, time and purpose of the meeting at least 14 days before the proposed date of the meeting by publishing it on the Club Notice Board and at least twice in the Club Newsletter. The principal business of the meeting shall be approval of financial accounts for the Division and, subject to 8.4.d(a), the Constituted Sections represented by that Division, for the previous financial year and election and appointment of a Division Head to represent the relevant Sections on the Management Committee, and the submission of any business handed in writing to the Operations Manager by Members entitled to vote five or more days before the date of the Meeting. The secondary business is to receive the Section Chairperson's Reports for the previous year, and the nomination and approval of Officers for each Section.

8.4.b Minutes

The Operations Manager shall ensure that minutes of all General Meetings, Management Committee meetings and Section meetings and copies of all such Minutes shall be kept by the Operations Manager. It is the Operations Manager's discretion to exhibit the Minutes on the Club Notice Board, except in the case of confidential discussions where extracts of the Minutes that may be considered relevant to keep members updated on Club information and activities shall be posted. Copies of Committee and General Meetings shall also be forwarded to the Company.

8.4.c Purpose of Annual General Meetings

The purpose of the Division or Section Annual General Meeting is to ensure that Members have the opportunity to scrutinize the finances of the relevant Division or Section, to elect a Division Head to represent the Sections at the Management Committee, and/or to nominate and approve Section Officers as appropriate.

8.4.d Section option to opt out of Division Annual General Meetings

- (a) A Constituted Section may opt not to attend a Division Annual General Meeting for the purpose of holding the Section Annual General Meeting, but in the event of this option being exercised the Section shall advise the Operations Manager in writing of their intention to opt out at least five days before the announced date for the Division Annual General Meeting and shall hold its own Annual General Meeting within one month of the Division Annual General Meeting, and the Section Chairperson shall be responsible for ensuring that the general requirements of Clause 8.4.a are fulfilled.
- (b) In the event that a Section exercises the right to opt out of a Division Annual General Meeting in accordance with Clause 8.4.d(a), any motion properly presented and formally adopted at that Division Annual General Meeting shall nevertheless be binding on all Sections represented by that Division.

8.4.e Extraordinary General Meetings

The Division Head may at any time call an Extraordinary General Meeting, or shall call one at the written request of two or more of the Divisions Section Chairpersons. The Division Head shall give notice of the date, time and purpose of the meeting at least 14 days before the proposed date of the meeting by publishing it on the Club Notice Board and at least twice in the Club Newsletter.

8.4.f General Requirements

Other than for the specific requirements of Clause 8.4 General Meetings of Sections and Divisions shall be held generally in accordance with the requirements of Clause 6.

8.4.g Division Head Responsibilities

The Division Head shall be responsible for ensuring that minutes of relevant Division General Meetings are prepared, and that copies of the minutes and any financial statements tabled at the Division General Meeting are passed to the Operations Manager within one month of the date of the meeting.

8.5 NORMAL OPERATIONS

- 8.5.a The day-to-day affairs of each Constituted Section of the Club shall be in the hands of a Committee approved at Annual General Meetings of the Division/Section held in accordance with this constitution.
- 8.5.b The Committee of each Constituted Section shall consist of at least three Members of whom one shall be the Chairperson and one shall be the Section Treasurer. The other members of the Committee may be styled by such title as the Section wishes.
- 8.5.c Committees of Constituted Sections are empowered to co-opt additional Members for special purposes.

8.6 FINANCIAL SUPPORT

- 8.6.a All Sections are required to be self-funding, but should not accumulate excessive funds. Only Sections, which are Constituted, may use a Club account and may handle monies on behalf of the Club or Members. Any budget, financial support or other assistance that may be available from Panaga Club to Section funds shall be made available via a Division account.
- 8.6.b Subject to the approval of the Management Committee, any Section of the Club may levy fees for the use of the Club or Section equipment or facilities placed under the control of the Sections by the Management Committee of the Panaga Club. Unless otherwise agreed by the Management Committee, such fees shall be payable to the Club account of that particular Section, held by the Club's Accounts Department.
- 8.6.c External funding/sponsorship to the Panaga Club and its sections is not allowed. Section activities are generally expected to be self-funded. However sections are permitted to submit requests for internal sponsorship for certain key events which the section cannot afford from own funds.
- 8.6.d BSJV employees involved in the Management Committee and/or Section Committee are advised to register such role in the BSJV Conflict of Interest Register.

8.7 NOTIFICATION TO OPERATIONS MANAGER

- 8.7.a Sections shall advise the Operations Manager in writing of all fixtures and invitations arranged by them, and which will be held on Club grounds, where persons other than members of the Panaga Club have been invited.
- 8.7.b All correspondence involving the Club policy, or ordering or purchases for Club account, shall be done through the Operations Manager. Sections do not have authority to commit funds, which are not held in their own Section account without the written authority of the Operations Manager.

8.8 RULES

The Committee of any Section, with the approval of a General Meeting of the Section, may make and from time to time vary such rules, not being inconsistent with this Constitution or Club Rules, as it thinks fit.

8.9 MANAGEMENT COMMITTEE AUTHORITY

- 8.9.a In the event that a Section acts or enables activities in a manner that is considered by the Management Committee to be contrary to this Constitution or to the Rules, the Management Committee may, at its discretion, suspend, disband or otherwise as they see fit take over the running of the Section.
- 8.9.b In the event that a Constituted Section fails to hold an Annual General Meeting within five months of the close of the Club's financial year, and within three months of a subsequent written request from the Operations Manager fails to hold such a meeting, the Section may, at the discretion of the Management Committee, be dissolved and any funds held in the Section's Club account shall revert to the Club 'Section Start-up' account.

9. FUNDS AND ACCOUNTS

9.1 CLUB FUNDS

The funds of the Club shall be held in the name of the Club by bank(s) approved by the Company, and may be drawn on the joint signatures of the Club Treasurer and either the Operations Manager or the Club President. In the absence of any of them, a deputy shall be appointed in writing by the Company to hold the authority of withdrawing funds during the period of absence.

9.2 CLUB ACCOUNTS

- 9.2.a The Club Treasurer shall be responsible for the keeping of books of account and the correct recording of all financial transactions. He shall also prepare financial statements for submission to the Management Committee as required. An audited statement of accounts shall be submitted at the Annual General Meeting and posted to the Club Notice Board within 21 days prior to an Annual General meeting. The financial year shall run from 1st January to 31st December; a Club accounting month shall be considered as the period from the 1st to the last day of one calendar month.
- 9.2.b An external auditor shall be appointed by the Company.

9.3 OPERATING AND CAPITAL BUDGETS

- 9.3.a The overall Club budget for the forthcoming financial year shall be approved by the Management Committee.
- 9.3.b Details of the budget requests submitted by each Division and Constituted Section of the Panaga Club, and the approved allocations made by the Management Committee, shall be posted on the Club notice board at the Panaga Club and remain there for viewing by Members for a minimum of 28 days.
- 9.3.c Revisions to capital or operating budgets may be made during the course of the year with the approval of the Management Committee. Full details of the revisions or inclusions should be posted on the Club notice board for viewing by Members for a minimum of 28 days.
- 9.3.d Each Section Treasurer shall, on request, advise the relevant Division Head of their budget requirements for the forthcoming financial year.
- 9.3.e Each Division Head shall, on request, present the consolidated budget requirements for the sections represented by that Division Head to the Management Committee.

9.3.f In the event that the Club allocates funds in support of Section activities, the funds shall be held in the relevant Division account for disbursement among the Sections as the Division Head and Section Chairperson thinks fit.

9.4 SECTION ACCOUNT

9.4.a Each Constituted Section shall have the same financial accounting year as the Club.

9.4.b The funds of a Section shall be held in an account held by the Club in the name of that Section. These funds can only be released with the signature of the Section Treasurer. Where the spender is the Treasurer, the request for release of Section funds shall be countersigned by the Section Chairperson or Division Head.

9.4.c Each Constituted Section is a continuous body from one financial year to the other; where the appointment of Members to a Section's Committee is their formalized acceptance of the financial committee of the outgoing committee, and the responsibilities thereof.

10. CONSTITUTION

10.1 No alteration to this Constitution shall be made except by a resolution of Members at a General Meeting, where the resolution must comply with Clause 6.6.e. An updated version of this Constitution shall be made available to all Members as soon as possible after approval at such a General Meeting.

10.2 Except in those cases where the power of decision is expressly reserved by the Company, the Management Committee shall have full power and authority to decide all matters arising in the administration, interpretation, and application of this Constitution and the decision of any such matter by the Management Committee shall be binding on all Members.

11. DISSOLUTION AND DISPOSAL OF ASSETS

The Company shall have power to order or agree to the dissolution of the Club. In the event of dissolution the assets and funds of the Club shall be dealt with by the Management Committee as the Company directs.

If the Club closes down, the Committee shall be responsible for returning to the Company those assets, which were provided by and remain the property of the Company.

The Committee will be responsible for applying the assets of the Club first, in settlement of the liabilities of the Club to its debtors for goods and services and secondly any surplus shall be devoted to such charities as shall be agreed upon by the Committee at their sole discretion.