

CONSTITUTION

OF

THE BRITISH CLUB BANGKOK



1903

THE BRITISH CLUB
B A N G K O K

20.03.2019

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SECTION 1: FUNDAMENTAL ARTICLES

ARTICLE 1 - Name and Legal Status

The name of this Association is THE BRITISH CLUB BANGKOK located at 189 Suriwongse Road, Kwaeng Suriyawongse, Khet Bangrak, Bangkok Metropolis (hereinafter referred to as the "British Club" or the "Club"). The term 'Association' refers to a legal entity registered under the Thai Civil & Commercial Code.

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ARTICLE 2 - Ownership

The Club is owned by its Ordinary and Country Members for the benefit of all in the British community in Thailand, present and future, who are or become Ordinary or Country Members.

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ARTICLE 3 - Object

The object of the Club is to provide a social meeting place, games and entertainment for its Members, on a not-for-profit basis. The Club shall not engage in any form of political activity.

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ARTICLE 4 - Membership

(i) Membership of the Club shall be open to citizens, over the age of 21, who are ordinarily resident in Thailand.

(ii) Citizens of the United Kingdom, Australia, Canada and New Zealand shall be eligible for Ordinary (Full or Annual), Country, Honorary or Temporary Membership.

(iii) Citizens of other countries shall only be eligible for Associate (Full or Annual), Honorary or Temporary Membership.

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ARTICLE 5 - Responsibility for Property

The control, care and maintenance of the Club's property is vested in, and is the responsibility of, the General Committee, but no part of the Club's real property shall be sold, or otherwise disposed of, without prior approval by a Special Resolution.

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SECTION 2: GENERAL COMMITTEE

ARTICLE 6 - Authority

(a) The Club is under the control of its Ordinary and Country Members, who shall elect a General Committee at the Annual General Meeting to manage the property and affairs of the Club.

(b) The General Committee shall appoint a General Manager to oversee and manage the day-to-day affairs of the Club.

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ARTICLE 7 - Composition & Election

(a) The General Committee shall consist of not less than eight and not more than ten Ordinary Members who have been Members for at least six months or who are Annual Ordinary or Country Members of at least six months standing who have transferred to Ordinary membership by the date of their nomination. Candidates must be present at the Annual General Meeting or have given their consent in writing. No Member may serve more than five consecutive terms without standing down for one term and shall not be eligible for co-option during that period. This restriction may be suspended by the Members at the Annual General Meeting should its enactment prevent the constitutional election of a minimum of eight members to the General Committee for that year.

(b) The General Committee shall send out a Pre-Calling Notice not later than six weeks prior to the Annual General Meeting, inviting nominations for General Committee. Nominations, proposed and seconded by Ordinary or Country members shall be submitted to the General Manager.

(c) A list of candidates nominated by the time of the Annual General Meeting Notice shall be circulated with that notice, displayed on the Club Noticeboards and posted on the Club Website. Further nominations, submitted to the General Manager, will be added to the lists on the Noticeboards and Website within 48 hours of submission. A list of the names of all candidates and their proposers and seconders will be circulated at the Annual General Meeting.

(d) The deadline for standing for the General Committee shall be the Annual General Meeting, as the next order of business after confirmation of the quorum.

(e) Ballot papers shall be prepared only if there are more than ten candidates. An election or affirmation of election (if 10 or less candidates) shall be held during the meeting as listed in the agenda. In the election for the General Committee a ballot paper is only acceptable if votes are cast for not less than six names and not more than ten and it is unsigned. . The results shall be read by the Scrutineers at or after the close of the meeting. The new General Committee shall assume its powers and responsibilities upon being elected.

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ARTICLE 8 - Officers

(a) The General Committee shall elect the Officers from amongst its members at a General Committee meeting to be held directly after the Annual General Meeting: a Chairman; a Vice-Chairman to deputise for the Chairman in any temporary unavailability; the Honorary Secretary; and the Honorary Treasurer.

(b) The Chairman shall act as the authorised representative of the Club and have the authority to sign to bind the Club following General Committee approval. The Chairman shall also have a second, or casting vote, in the case of an equality of votes in a General Committee meeting but otherwise has no authority above any other General Committee member. Should the Chairman become permanently incapacitated or be unable to perform his/her duties, the Officers shall call a special meeting of the General Committee to elect a new Chairman.

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ARTICLE 9 - Meetings

The General Committee shall meet at least once in every month for the transaction of current business. A quorum shall comprise a simple majority of General Committee Members then in office.

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ARTICLE 10 - Replacements

(a) Any Member of the General Committee who does not attend the monthly General Committee meeting for three consecutive months shall, unless due to exceptional circumstances acceptable to a majority of the General Committee, be deemed to have resigned as a Member of the General Committee.

(b) The General Committee is empowered to fill casual vacancies, except as outlined in section (c), arising during the year by co-option of Ordinary Members who have been Members for at least six months, or who are Annual Ordinary or Country Members of at least six months standing who have transferred to Ordinary membership by the date of their co-option.

(c) Should the General Committee membership drop below six at any point, the General Committee is deemed dissolved and has no authority to co-opt additional General Committee Members: in this event the remaining General Committee Members must call an Extraordinary General Meeting within 30 days thereafter for the election of a new General Committee. In the intervening time, the Officers retain the power to sign cheques and conduct other routine Club business.

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ARTICLE 11 - Sub-committees

The General Committee is empowered to appoint sub-committees to deal with such matters connected with the Club as may be entrusted to them. At least one Member of each sub-committee shall be a Member of the General Committee.

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ARTICLE 12 - Bank Accounts

The Club's bank accounts shall be kept with such bank or banks registered in Thailand as the General Committee may determine. The approval of all payments made against the Club bank accounts shall be made as the General Committee may decide with any two signatories from the four authorised persons, taken from the Officers with one other General Committee member if required.

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ARTICLE 13 - Financial Statements and Reports

The General Committee shall submit a report of Club affairs and the annual financial statements prepared under Thai financial reporting standards as at the 30th of November every year to the Annual General Meeting. The accounts shall be duly audited by an external licensed auditor appointed at the Annual General Meeting and mailed to Ordinary and Country Members at least 21 days before the Annual General Meeting.

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ARTICLE 14 - Financial Controls

(a) The limits of financial approval delegated to the General Committee and the General Manager shall be approved at least annually by the Members at a General Meeting.

(b) All capital expenditure contracts entered into by the Club over 500,000 Baht (in estimated value) shall result from a fair, transparent and competitive tender with a minimum of three companies wherever possible.

(c) If the above conditions cannot be met, the General Committee must record in its minutes the reasons for an exception being made and notify Members accordingly by posting on the notice board.

(d) A list will be held in the office of all capital expenditure contracts awarded by the Club.

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ARTICLE 15 - Financing

All external loans or overdrafts must be subject to prior approval by Members in a General Meeting, except that the General Committee may raise temporary financing in Thai Baht to cover cash flow requirements for normal operations to a limit not exceeding one month's average expenditure in the current annual budget without reference to the Members.

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SECTION 3: ARTICLES AND BY-LAWS

ARTICLE 16 - Articles

(a) These Articles shall govern the Club and its Members and as such shall only be amended at a General Meeting. The notice of the Meeting shall specify the text of all proposed changes.

(b) No amendment to Articles 1 to 5, or any other Article which affects the application or meaning of Articles 1 to 5, and no new Article shall be made with such affect, unless approved by a Special Resolution. All other amendments to these Articles shall be approved by an Ordinary Resolution

(c) A copy of the Constitution and Bylaws of the Club shall be kept at all times in the Office of the Club for inspection by Members.

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ARTICLE 17 - Establishment and Amendment of By-Laws

The General Committee shall have the power to make and to amend By-Laws consistent with these Articles. Such new or amended By-Laws shall be communicated to members and be posted on the clubhouse notice board for at least one month before coming into force.

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SECTION 4: GENERAL MEETINGS

ARTICLE 18 - Annual General Meeting

An Annual General Meeting shall be held by 31 March in each year. It shall consider the report of the affairs of the Club, and its financial statements for the previous year, discuss all matters connected with its management, elect the General Committee, and appoint the auditor for the current year.

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ARTICLE 19 - Extraordinary General Meetings

The General Committee may itself at any time call an Extraordinary General Meeting. In addition, upon receipt of a written request from at least 20 Ordinary and/or Country Members, the General Committee shall convene the requested meeting, which must be held within 30 days from receipt of the request.

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ARTICLE 20 - Notices

Each General Meeting shall be convened by notice sent by post or by hand, by-e-mail or as otherwise permitted by law, to each Ordinary and Country Member at least 21 clear days before the date of the General Meeting. The notice must specify the place, the day and the hour of the meeting and the proposed agenda; and relevant details and documents shall also be sent with the notice.

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ARTICLE 21 - Quorums

(a) At least thirty Ordinary and/or Country Members shall be necessary to form a quorum at a General Meeting.

(b) If this quorum is not present within half an hour of the scheduled time, the Meeting shall stand adjourned to meet again at the same time and place seven days later, and a further notice convening the adjourned Meeting shall be sent to all Ordinary and Country Members. The necessary quorum at any such subsequent Meeting shall be twenty Ordinary and/or Country Members.

(c) Representation by proxy shall not count for the purpose of a quorum.

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ARTICLE 22 - Proxies

Only Ordinary and Country Members may attend and vote, either in person or by proxy, at a General Meeting.

(a) An Ordinary or Country Member who will not attend the General Meeting may appoint another such Member by proxy to attend and vote at the meeting on his/her behalf.

(b) Each proxy shall be completed in the form provided by the Club with notice of the meeting. Proxies shall specify the holder and be signed and dated by the donor. A proxy may:

(i) Direct the proxy holder as to the vote required by the donor (a "directed proxy"); or

(ii) Grant discretion to the proxy holder to vote on all matters as he/she sees fit (a "discretionary proxy")

A proxy must be discretionary or directed; it cannot provide discretion for some motions and direct the vote for others.

(c) No Ordinary or Country Member may carry more than one discretionary proxy at a meeting.

(d) Directed proxies shall be granted in favour of the Chairman of the meeting and must be lodged at the Club no later than 9.00 a.m. on the morning of the meeting. Directed proxies shall, prior to the commencement of the meeting, be delivered to the Scrutineers who shall tally the votes. Directed proxies shall not vote in the General Committee election.

(e) Discretionary proxies must be registered with the Scrutineers prior to the commencement of the meeting.

(f) Amendments which substantively change the purpose or result of any motion shall be deemed to be voted against by the directed proxies and such proxies will be deemed to vote against the amended motion should the amendment be passed. Amendments which do not substantively change the purpose or result of the motion shall be voted in the manner indicated on the directed proxy and in the same manner for the amended motion should the amendment be passed. The determination as to whether an amendment is substantive shall be at the discretion of the Chairman of the meeting.

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ARTICLE 23 - Transfer of Voting Rights

An Ordinary or Country Member may nominate his/her spouse to attend General Meetings and vote on his/her behalf. The Ordinary or Country Member must be paying subscriptions at the rate applicable to Family Membership and the spouse must be eligible for Ordinary or Country Membership in his/her own right. Application must be made for each General Meeting using an official application form which must be registered with the Club prior to the start of the meeting.

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ARTICLE 24 - Chairman

The Chairman of the General Committee shall chair each General Meeting. If the Chairman is not present at a General Meeting, then the Vice-Chairman shall chair the meeting, and if the Vice-Chairman is not present, the Members of the General Committee present shall appoint another General Committee member to chair that Meeting.

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ARTICLE 25 - Scrutineers

The General Manager shall appoint at least two persons, eligible to attend the meeting, as Scrutineers, whose role shall be to verify the quorum, verify the proxies and to count the votes on decisions taken at the Meeting. Scrutineers are eligible to vote at the meeting.

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ARTICLE 26 - Ordinary and Special Resolutions

(a) All decisions at a General Meeting shall be Ordinary Resolutions, passed by a simple majority vote of those Members present or represented, except for Special Resolutions and resolutions under Article 53 (b) (iv).

(b) A Special Resolution shall be passed at a General Meeting by a simple majority vote and subsequently confirmed by a two-thirds majority of those present or represented at a further Extraordinary General Meeting to be held not less than one month after the date of the first Meeting.

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SECTION 5: MEMBERSHIP

ARTICLE 27 - Category Definitions

Membership is divided into the categories set out below.

(a) Full Members are those Members who have paid the entrance fee and deposit in full and shall be:

- (i) Ordinary Members: any person who meets the requirements of Article 4 (ii);
- (ii) Country Members: any person qualified for Ordinary Membership whose primary residence is more than eighty kilometres from the Club;
- (iii) Associate Members: any person who does not meet the requirements of Article 4 (ii) but meets the requirements of Article 4 (iii).

(b) Honorary Members are those persons specified in Article 36

(c) Annual Members are those Members who have paid the Annual Member entrance fee and deposit and shall be:

(i) Annual Ordinary Members: any person who meets the requirements of Article 4 (ii);

(ii) Annual Associate Members: any person who does not meet the requirements of Article 4 (ii) but meets the requirements of Article 4 (iii).

(d) Temporary Members are those persons specified in Articles 38 to 40.

Characteristics and Procedures relating to the different types of Membership are specified in the Articles 28 to 44.

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ARTICLE 28 - Category Limitations

(a) The total number of Associate and Annual Associate Members shall not exceed forty-two percent of the total Members. No more than one third of the total number of Associate and Annual Associate Members may be of any one nationality. Temporary exceptions to these provisions are permitted under Articles 35 (a) (ii), 41 (b) (ii), 41 (c)(iii) and 43 (c)(ii).

(b) Persons who apply for Associate and Annual Associate Membership when no such memberships are then available may be placed on a waiting list.

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ARTICLE 29 - Category Restrictions

(a) An Ordinary Member, and any Family as defined in Article 43, who transfers his/her primary residence to a place more than eighty kilometres from the Club shall, from the month following that in which the Member notifies the General Committee of such change, automatically become a Country Member and will thereafter be charged the applicable monthly subscription. However, no refund shall be made for the entrance fee already paid.

(b) A Country Member shall automatically become an Ordinary Member on transfer of any family member to a residence within a radius of eighty kilometres from the Club, unless the Club is notified in writing within one month of transfer that the Member resigns. Upon transfer, the Member shall be liable to pay the appropriate monthly subscription for an Ordinary Member from the first day of the month following the transfer. If a transferring Member joined the Club as a Country Member then, upon first transfer, he/she shall be liable for payment of the balance between a Country Member's entrance fee and an Ordinary Member's entrance fee, based upon the rates prevailing at the time of transfer.

(c) A Country Member shall be entitled to all the privileges of Ordinary Members, except being on the General Committee.

(d) Associate Members, Annual Ordinary and Annual Associate Members and Temporary Members shall be entitled to all the privileges of Ordinary Members, except:

(i) Proposing candidates for Membership.

(ii) Being on the General Committee.

(iii) Attending General Meetings.

(iv) Transferring Membership to his/her spouse.

(v) Nominating candidates for the General Committee

(e) In addition, Temporary Members may not use Reciprocal Clubs.

(f) The General Committee may limit the number of Annual Memberships.

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ARTICLE 30 - Category Discounts

(a) Applicants for Ordinary, Associate, Annual Ordinary and Annual Associate membership who are under the age of 30 on the date they file their application will be charged entrance fees at 50% of the applicable rate. Monthly subscriptions will also be payable at 50% of the applicable rate until such members reach their 30th birthday, after which full subscription rates will apply.

(b) (i) Existing Members (as at the date of this revised Constitution) who reach the age of 60 and (ii) subsequent Members who reach the age of 65, and who in both cases have paid subscriptions for at least ten years, shall thereafter pay subscriptions at 50 per cent of the applicable monthly rate. Any Member who has been a Member for fifty years shall be exempt from the payment of subscriptions.

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ARTICLE 31 - Election Procedure

- (a) The election of all Members, except Temporary Members, shall be by ballot of the General Committee. Two negative votes shall constitute disapproval of the candidate, and Article 32 shall then apply.
- (b) Each candidate for Membership, except Temporary Members, must be proposed by two Full Ordinary or Country Members who have been Members for at least six months. Applicants shall be given a copy of these Articles and the By-Laws and shall complete an application form, which must be signed by their proposers.
- (c) When submitting their application form, candidates must pay the applicable entrance fee, a deposit and one month's subscription. Each candidate must also complete a direct debit form for payment of all monthly accounts. Any exception from using direct debit must be authorized by the General Manager.
- (d) Applicants joining a waiting list under Article 28 will not be required to make any payments until there is a vacancy in the category for which they have applied.
- (e) On receipt of the above payments and application form, a candidate will be given a Membership number and a temporary Membership card which may be used until election to Membership.
- (f) A candidate shall be posted by the General Committee for Members' consideration, be interviewed by at least one member of the General Committee and shall be put up for election at the next General Committee meeting.
- (g) After election, a candidate shall become a Member in the category applied for and shall be issued a permanent Membership card.

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ARTICLE 32 - Election Non-Approval

If a candidate is not approved under Article 31 (a), the candidate and the proposers will be notified by the Club, and any payments made shall be returned, less any unsettled Club bills and subscriptions covering the period of candidature. Such a candidate cannot again be proposed as a Member or a Temporary Member until twelve months from the date of the ballot and also cannot be a guest during that period.

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ARTICLE 33 - Application Withdrawal

- (a) Any candidate who withdraws his/her application prior to election shall be entitled to a full refund of all fees and deposit paid, less the day fee for the period of temporary Membership, the administrative fee and any unsettled Club charges.
- (b) Any Member who resigns upon leaving Thailand permanently may be entitled to a refund of part of the entrance fee and deposit less any unsettled Club account, at the discretion of the General Committee, if the change in circumstances occurs within six months of their election to Membership and the member does not wish to transfer onto the Absent List.

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ARTICLE 34 - Absent List

- (a) Any Member, who has been a Full Member for at least one year, who is leaving Thailand for at least three consecutive months may, upon two weeks' advance written notice to the Club before departure, be placed on the Absent List upon payment of a non-refundable absent fee. That Member shall be entitled to a refund of his/her deposit after paying all dues and Club charges, and no further subscriptions shall be payable thereafter. The absent fee shall be payable only on the first occasion that a Member becomes absent.

- (b) No Member may be placed on the Absent List while any of the Member's family (as defined in Article 43) remains in Thailand.
- (c) Members on the Absent List are not counted as Members for the purposes of Article 28.

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ARTICLE 35 - Return from Absent List

- (a) Any Members on the Absent List returning to Thailand may reactivate their Membership if they:
 - (i) Notify the Club in writing and
 - (ii) Pay a deposit at the then current rate and recommence paying monthly subscriptions at the applicable rate from the date of notice of reactivation.In such case, their names shall be removed from the Absent List and added to the Member List under their prior category. If there is a waiting list for that particular category, an exception to Article 28 shall be made, which will be redressed with the next availability in that category
- (b) If Members on the Absent List do not re-join the Club within three months of residing in Thailand, then they shall be deemed to have resigned their membership and their names shall be removed from the Absent List.
- (c) Members on the Absent List returning to Thailand as a visitor are not required to re-join the Club. However, if they wish to use the Club's facilities while on the Absent List, they must pay the current Absent Day Fee and may not use the Club as a guest. This fee is payable daily, weekly or monthly for a maximum of three consecutive months. Thereafter, such Members on the Absent List will be deemed to be resident in Thailand and may only continue to use the Club if they reactivate their Membership as specified in sub-section (a) above.

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ARTICLE 36 - Honorary Membership

- (a) Honorary Membership may, at the discretion of the General Committee, be granted to persons who, in the opinion of the General Committee, have:
 - (i) Rendered valuable services to British interests and/or the Club,
 - (ii) Maintained close connections with British interests and/or the Club, or
 - (iii) Are citizens of the countries specified in Article 4 (ii) who the General Committee deems worthy of this privilege.
- (b) Honorary Membership shall be awarded for life or until resignation, except that the General Committee may confer such Membership to:
 - (i) Ambassadors of the nationalities specified in Article 4 (ii) or other official emissaries, for the duration of their term of office in Thailand.
 - (ii) Individuals of any nationality whose skills have led to national/international recognition in their field and whose skills, in the opinion of the General Committee, will significantly benefit the Club. Such Membership will be awarded for a duration determined by the General Committee.
- (c) Any Member awarded Honorary Membership shall also retain their previous Membership rights.
- (d) No entrance fee or monthly subscription shall be payable by Honorary Members nor will a deposit be required. No existing Member who subsequently becomes an Honorary Member shall be entitled to a refund of his/her entrance fee. Honorary Members shall pay all other usual fees or charges incurred.

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ARTICLE 37 - Annual Membership End of Term

- (a) At the end of each year Annual Members shall be informed by the Club of the end of their term and shall decide whether to:

(i) Continue Annual Membership upon payment of a renewal fee, without again undergoing the election procedure in Article 31. The renewal fee shall be equal to the then applicable Annual Membership joining fee, unless the Member informs the Club that he/she will be leaving Thailand in less than 12 months, in which case the fee will be reduced pro rata. In calculating the pro-rata amount, any part of a month will count as a whole month, or

(ii) Convert to Full Membership by payment of the applicable conversion fee.

(iii) Terminate their Membership, upon which their deposit will be refunded, less any outstanding dues and charges.

(b) An Annual Member shall automatically become a Full Member in the appropriate category at the end of the sixth year of Annual Membership without payment of any further membership fee.

(c) Annual Membership may be converted to Full Membership at any time during a term by payment of the appropriate fee, on application to the General Manager.

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ARTICLE 38 - Temporary Membership

(a) Any person over the age of 21 not resident in Thailand may become a Temporary Member for a period normally not exceeding three months in any twelve consecutive months on the proposal of one Ordinary or Country Member. Temporary Members shall pay fees in advance at the applicable rate based on their length of stay and may bring guests to the Club.

(b) Temporary Membership shall be offered free of charge to sports or games team members invited to the Club for a recognised competition or tournament. For those resident in Thailand, the Temporary Membership shall only be for the days of the competition or tournament; for those visiting from overseas, it shall be for the period that they stay in Bangkok.

(c) Temporary Members are not counted as Members for the purposes of Article 28.

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ARTICLE 39 - Reciprocal Clubs

The Club shall maintain a list of overseas clubs with which the Club has established reciprocal arrangements. Members of these reciprocal clubs, if not resident in Thailand, may use the Club as Temporary Members for a maximum of 30 days in any twelve consecutive months on production of an official letter of introduction from their home club without payment of a subscription charge. A list of current reciprocal clubs will be posted on the Club notice board and website.

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ARTICLE 40 - Concessionary Temporary Membership

The General Committee may at its discretion offer Temporary Membership, free of fees, to workers of voluntary organizations who are eligible for Ordinary Membership. Such privileges shall be for up to six months and may be renewed subject to General Committee approval. Such Members are not counted as Members for the purposes of Article 28.

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ARTICLE 41 - Transfer of Membership

(a) An Ordinary or Country Member may transfer his/her Membership to his/her spouse on application to, and approval by, the General Committee and payment of the applicable fee. The Ordinary or Country Member must be paying

subscriptions at the rate applicable to Family Membership, and the spouse must be eligible for Ordinary or Country Membership in his/her own right.

(b)(i) Upon the death of a Member, the surviving spouse may apply for the Membership to be transferred to his/her own name as an individual, provided the request is made within twelve months of the Member's death. The applicant can only acquire the Membership for which he/she is eligible in his/her own right. Spouses of Ordinary or Country Members who do not meet the requirements of Article 4 (ii) shall be designated as Associate Members but shall continue to pay the previously applicable subscription.

(ii) If there is a waiting list for the category for which Membership transfer is applied, the spouse may acquire Membership immediately, as an exception to Article 28, which shall be redressed with the next availability in that category.

(c) (i) If a Member and spouse divorce or separate, having previously joined as two single Members, then both shall retain their single Memberships.

(ii) In the event of a divorce or separation, where only one entry fee was paid upon joining, the spouse, if he or she wishes to retain Membership, must apply in their own right and pay the previously applicable subscription.

(iii) If there is a waiting list for the category for which Membership is applied, the divorced spouse may join immediately, as an exception to Article 28, which shall be redressed with the next availability in that category.

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ARTICLE 42 - Conclusion of Membership

Membership shall end for the following reasons:

- (i) Resignation
- (ii) Death
- (iii) Completion of Membership term
- (iv) Termination of Membership

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ARTICLE 43 - Member's Family

(a) Definitions:

(i) Single Membership relates to the joining of an individual, and it limits the use of the Club facilities to that Member and to guests under Article 47. Thus a Single Member may not bring in a spouse, boy/girlfriend or any children into the Club on a regular basis

(ii) Family Membership relates to the joining of an individual, but it extends the use of the Club facilities to his/her spouse and their children under 21 as well as to guests under Article 47. For the purposes of these Articles, the term "spouse" shall mean the Member's married or publicly acknowledged partner.

(iii) The children of all Members wishing to use the Club facilities shall, upon reaching the age of 21, apply for Membership in their own right. Those Children not so joining shall be deemed guests under Article 47.

(b) Visiting family

Members' parents, siblings or children over 21 who reside outside of Thailand may use the Club free of charge normally for a maximum of thirty days in any twelve-month period. During this period a temporary Membership card shall be issued, and all payments shall be charged to the Member's account. The Member shall assure that his/her relatives observe these Articles and the By-Laws.

(c) Retired parents

(i) Applicants, previously resident outside of Thailand, who are at least 65 years old, retired and the parents of a Member who has been a Full Member for at least ten years may join, with their entrance fee at one-half of the normal rate.

(ii) If there is a waiting list for the category for which Membership is applied, the applicants may join immediately, as an exception to Article 28, which shall be redressed with the next availability in that category.

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ARTICLE 44 - Member's Staff

(i) Household staff (maids, nannies, nurses, au pairs, child carers, etc.) may enter the Club to help care for children, the elderly or the disabled, but only when the Member is present and such staff members are not allowed to use the leisure or sporting facilities.

(ii) Members' drivers are only permitted to enter the Club when the Member is present, unless they are delivering or collecting on the Member's behalf. Drivers must either stay with the vehicle or in the Drivers' Room.

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SECTION 6: FEES

ARTICLE 45 - Fees, Subscriptions & Other Charges

(a) Entrance fees, deposits, subscriptions and other charges shall be payable in accordance with the rates agreed from time to time by the Members in a General Meeting and posted on the Club's notice board.

(b) The General Committee may however increase subscription rates on an annual basis at the beginning of each financial year (1st December) by no more than the annual rate of inflation in Thailand at the end of November (as published by the Bank of Thailand using year-on-year figures) without seeking the approval of Members at a General Meeting. Year-on-year inflation is defined as the actual CPI increase for Thailand from 1st December to 30th November.

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SECTION 7: NON-MEMBERS

ARTICLE 46 - Non-Member Restrictions

The Club is an Association of Members. Thus any persons who are not active Members, or a Member from the Absent List paying temporary fees, may only enter and use the Club: as a guest of a Member or spouse, as a Club Field Sports Team Representative, as a visiting team member, or as a member of a Loyal Society or an Associated Group having a function at the Club. Any other use of the Club must be approved in advance by the General Committee.

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ARTICLE 47 - Guests Use

(a) All Members (except Members on the Absent List) and their spouses may introduce guests into the Club in accordance with conditions set out in the By-Laws.

(b) All guests must be registered as specified in the By-Laws.

(c) Guests may not remain at the Club after the Member by whom they were introduced has left. However, this shall not apply to a booked function, where Guests may remain in the function room until the end of the function.

(d) The General Manager and the General Committee may limit or restrict guest usage, and the General Committee may curtail or suspend guest's privileges by specific notifications to Members.

(e) The General Manager and the General Committee may refuse Club use to any guest resident or working in Thailand who, in the opinion of Management or the General Committee, makes excessive use of the Club's facilities.

(f) Members shall be responsible for the observance of the Articles and By-Laws by their guests.

(g) No person who (i) has been expelled or suspended from the Club or (ii) whose application for Membership has not been approved may use the Club as a guest while under suspension or for the 12 months after disapproval of their application.

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ARTICLE 48 - Club Field Sports Teams Representation

A Club Field Sports Section which fields a representative team may enlist non-Members to play for the section at venues away from the Club premises, subject to the section rules, as set out in the By-Laws.

(a) Non-Members who play for the Club Field Sports Sections may practice on Club premises in accordance with the section rules.

(b) The number of non-Members shall be limited as specified in the section rules.

(c) A non-Member shall not act as officer of a Club Field Sports Section

(d) The chairman of the relevant Club Field Sports Section shall be responsible for the observance the Articles and By-Laws by non-Member players.

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ARTICLE 49 - Loyal Societies

(a) The Club recognises its historic link with the four Loyal Societies (the Bangkok St. Andrew's Society, the St David's Society in Bangkok, the Bangkok Society of St. George and the St. Patrick's Society Bangkok) and agrees that these Societies shall be associated with the Club for as long as each Society uses the Club. This shall include the display of their honours boards and memorabilia at the Club and other privileges as the By-Laws may provide.

(b) If any Loyal Society does not make use of the Club for one year, the General Committee is empowered to remove their presence from the Club premises. In such event, the Society's name may be removed from the Constitution at the next General Meeting.

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ARTICLE 50 - Associated Groups

A member (except Members on the Absent List and Temporary Members) may introduce a Community Group to the Club, comprising Members and non-Members, who may use the Club's facilities for their meetings and functions, provided that:

(a) Such functions do not interfere with the convenience of Members.

(b) The General Committee is satisfied that their use of the Club shall contribute to the diversity and nature of the Club and provide a benefit to Members or a service to the community. Organisations representing the countries specified in Article 4 (ii) should be of prime consideration.

(c) A representative of each Community Group, who shall be a Member, shall be responsible for the observance, by their members, of the Articles and By-Laws and shall also be liable for any of its charges.

(d) The General Committee may suspend or permanently cancel the right to use the Club for any Associated Group that fails to observe the Articles or the By-Laws.

(e) A list of all Associated Groups, and their proposers, who have been approved by the General Committee, shall be displayed on the Club notice board. The list will be reviewed and approved annually by each incoming General Committee.

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SECTION 8: BEHAVIOUR & MISCELLANEOUS

ARTICLE 51 - Dress Code

- (a) It is expected that all persons will be appropriately dressed while on the Club premises.
- (b) The dress code for the Clubhouse outlets shall be specified in the By-Laws, but under no circumstances is swimwear or soiled sportswear acceptable.
- (c) On the various sports venues, sportswear appropriate to the sport must be worn, subject to any dress code defined by individual sports sections in the By-Laws.
- (d) Decisions on appropriate wear shall be made by the General Manager, his or her Deputy or the Duty Manager.

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ARTICLE 52 - Records & Related Party Transactions

- (a) The records of the Club shall be treated as confidential. However, Members may inspect these records, as provided for under the Thai Civil and Commercial Code, upon a written request to the Chairman. Personal records whether Employees or Members shall not be made available without the express permission of the individual unless required by law.
- (b) A register, open to inspection by Members at any time, of all contracts and work (whether paid or 'pro bono') undertaken by Members or by companies in which Members have a significant interest must be kept in the office of the Club, and a separate report on these related-party transactions shall be circulated with the accounts and presented to the Annual General Meetings.

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ARTICLE 53 - Disciplinary Code

- (a) All Members are entitled to use Club facilities without being subject to or witness to unacceptable behaviour or verbal abuse, whether or not brought upon by stimulants. The Club itself should be held in the highest esteem, and the Club has a zero tolerance of any form of mistreatment of its Members, guests, staff or contractors.
- (b) Occasions may arise when behaviour of Members, guests or staff can be uncondusive to the well-being of the Club. The General Committee shall treat all complaints of such situation seriously, and it is empowered:
 - (i) To establish a disciplinary procedure in the By-Laws.
 - (ii) To temporarily suspend a Member immediately after any incident, prior to any investigation, if there is deemed a risk to Members or staff.
 - (iii) Upon resolution of the disciplinary procedure, to suspend a Member for up to six months.
 - (iv) Upon resolution of the disciplinary procedure, to ask a Member to resign and if the Member does not do so within seven days, to call an Extraordinary General Meeting at which a two-thirds majority vote is required to expel the Member.
 - (v) Any Member under suspension and his/her family may not use the Club during that period, but he/she shall continue to pay monthly subscriptions and to settle outstanding charges during the period of suspension.

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ARTICLE 54 - Debtor Management

(a) If a Member's account to the Club becomes In Default, as defined in the By-Laws, the General Committee shall be empowered to cause the name of such Member to be posted on the Club's notice board. While posted for non-payment of indebtedness, neither the Member nor the Member's family (as defined in Article 43) may use the Club. If the debt remains In Default for fourteen days after being posted on the Club's notice board, the General Committee is empowered to terminate the Member's membership of the Club. All Members who are terminated from membership shall be regarded as persona non grata under Article 55.

(b) The General Committee is empowered to suspend a Member for frequently being In Arrears, as defined in the Bylaws, and to demand an additional deposit, or to disallow credit, when considered necessary.

(c) The General Committee may also levy a charge for dishonoured cheques and other unsuccessful payments and may also charge penalty fees for late payment, as the General Committee may decide.

(d) No Member whose account is In Default may attend or vote at any Meeting of the Club.

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ARTICLE 55 - Persona Non Grata

(i) The General Committee reserves the right to characterize a non-Member or a terminated Member as 'persona non grata' and ban their entry or use of the Club under any circumstances until the ban is rescinded.

(ii) This ban can be imposed for any act of physical or verbal abuse of staff, a Member or a guest, a repeated abuse of these Articles or the By-Laws or making excessive or improper use of the Club facilities through different Members or multiple memberships of Loyal Societies or Associated Groups.

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ARTICLE 56 - Dissolution

The Club may be dissolved by a Special Resolution called in accordance with these Articles. If the resolution is duly passed, the General Committee shall forthwith liquidate the affairs of the Club and dispose of its assets in accordance with the Thai Civil and Commercial Code.

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ARTICLE 57 - Definitions

When used in these Articles and the By-Laws, the following terms shall have the following meanings:

"Absent List" has the meaning specified in Article 34.

"Annual Associate Members" has the meaning specified in Article 27(c)(ii).

"Annual General Meeting" has the meaning specified in Article 18.

"Annual Members" has the meaning specified in Article 27(c).

"Annual Ordinary Members" has the meaning specified in Article 27(c)(i).

"Articles" means these articles of the Constitution.

- "Associate Members" has the meaning specified in Article 27(a)(iii).
- "Auditor" has the meaning specified in Article 13.
- "British Club" or the "Club" has the meaning specified in Article 1.
- "By-Laws" has the meaning specified in Article 17.
- "Chairman" has the meaning specified in Article 8(a).
- "Club Field Sports Section" has the meaning specified in Article 48.
- "Clubhouse" means the principal building of the Club.
- "Community Group" has the meaning specified in Article 50.
- "Constitution" means this governing instrument of the Club.
- "Country Members" has the meaning specified in Article 27(a)(ii).
- "Deputy General Manager" means an assistant to the General Manager.
- "Duty Manager" means an individual acting on behalf of Management in the absence of the General Manager or a Deputy General Manager.
- "Extraordinary General Meeting" has the meaning specified in Article 19.
- "Family Membership" has the meaning specified in Article 43(a)(ii).
- "Full Members" has the meaning specified in Article 27(a).
- "General Committee" has the meaning specified in Articles 6 and 7.
- "General Committee Members" has the meaning specified in Articles 7 and 9.
- "General Manager" has the meaning specified in Article 6(b).
- "General Meeting" means an Annual General Meeting or an Extraordinary General Meeting.
- "Honorary Members" has the meaning specified in Article 27(b).
- "Honorary Membership" has the meaning specified in Article 36(a).
- "Honorary Secretary" has the meaning specified in Article 8(a).
- "Honorary Treasurer" has the meaning specified in Article 8(a).
- "In Arrears" has the meaning specified in Article 54.
- "In Default" has the meaning specified in Article 54.
- "Loyal Societies" has the meaning specified in Article 49.
- "Management" means the General Manager, a Deputy General Manager and a Duty Officer.

"Member" means a member of the Club.

"Membership" means membership in the Club.

"Officers" means the four individuals specified in Article 8(a).

"Ordinary Members" has the meaning specified in Article 27(a)(i).

"Ordinary Resolutions" has the meaning specified in Article 26(a).

"Scrutineers" has the meaning specified in Article 25.

"Single Membership" has the meaning specified in Article 43(a)(i).

"Special Resolution" has the meaning specified in Articles 26(a) and (b).

"Temporary Members" has the meaning specified in Article 27(d).

"Temporary Membership" has the meaning specified in Article 38.

"Vice-Chairman" has the meaning specified in Article 8(a).

20th March 2019 as reflecting minor changes approved by an Annual General Meeting on 19th March.