



Selangor Sikh Union
(PPM-009-14-20061951)

CONSTITUTION

(Date of Amendment: 13th February 2024)

SELANGOR SIKH UNION

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CLAUSE 1 1 - NAME AND REGISTERED PLACE OF BUSINESS

This body shall be known as the “SELANGOR SIKH UNION” hereinafter referred to as “THE UNION”. The address and registered place of business of the Union shall be No. 4, Lorong Damai Lima, Off Jalan Aman, 55000 Kuala Lumpur. Its registered place of business shall not be changed without the prior approval of the Registrar of Societies.

CLAUSE 2 2 - FLAGS, SYMBOLS, BADGES OR OTHER INSIGNIAS

The emblem depicted below shall be the logo of the Union:

CLAUSE 3 3 - INTERPRETATION

In all these Articles, unless there is something in the subject or context inconsistent therewith:

3.1 “Articles” means the clauses and provisions contained herein which collectively shall be referred to as the Constitution.

3.2 “Bye-laws” means any regulations or guidelines formulated under Article 23.

3.3 “Club” means all that land which was awarded to the Union by a Gazette No: Selangor GN 188/52 issued by the Government, which definition shall also refer to all buildings erected thereon, and any subsequent clubhouse that the Union may build in the future.

3.4 “Defaulter” means any member who shall be in arrears of his food and beverage bills or any other dues owing by the member

to the Union for a period of more than three (3) months or any other period that the Management Committee shall decide from time to time.

3.5 “Gazette” means the Government notification No: Selangor GN 188/52 by which the land on which the Club is situated in was awarded to the Union.

3.6 “General Meeting” means Annual General Meeting or Extraordinary General Meeting between all Voting Members of the Union.

3.7 “in benefit” means the subscription of a member (if applicable) and/or dues are not more than three months in arrears.

3.8 Management Committee” means the Committee of the Union (inclusive of all Committee Members) elected in the manner prescribed by these Articles from among its Ordinary Members and/or Life Members at the Annual General Meeting.

3.9 “Member or Members” means all categories of members namely Life Members, Ordinary Members, Life Associate Members, Associate Members, Outstation Members, Lady Members, Senior Members, and Corporate Members except where these words have been qualified by a prefix alluding to a particular category of membership.

3.10 “Union” means the Selangor Sikh Union and shall include the Club and its Management Committee.

3.11 “Voting Members” means Life Members, Ordinary Members and Outstation Members who are in benefit. All other categories of members shall be Non-Voting Members.

3.12 Words importing the singular number include the plural number and vice-versa and words importing the masculine gender include (where applicable) the feminine gender.

CLAUSE 4 **4 - AIMS**

The aims of the Union shall be as follows:

- a) To provide for the Members, a sports ground or grounds, and clubhouse known as “SELANGOR SIKH UNION KELAB AMAN” (“THE CLUB”).
- b) To promote the social, physical, economic, intellectual and general advancement of its members.
- c) To create and maintain unity among Sikhs, to safeguard and protect the rights of the Sikhs in every way possible, and to make representations to the Government to obtain redress on any grievances and/or discrimination.
- d) To provide a medium for the expression of the views of the Sikh community on matters affecting their public and economic welfare.
- e) To do everything in the Union’s power to raise the status of the Sikh Community, and to develop and maintain healthy social and cultural integration between the Sikhs and other communities.
- f) To obtain, lease or purchase lands, and to obtain, hire, lease or erect necessary buildings, to carry out any of the above aims and to solicit subscription and donations from the members of the Union and from the general public for the furtherance of the aims of the Union.

g) To promote and to carry out social, cultural, educational, and economic activities. These include games of chance permitted by the relevant authorities for the benefit of members.

h) Any activity or venture that will benefit the Union.

i) Notwithstanding any provision hereon, to abide by the condition laid out in the Gazette.

CLAUSE 5 **5 - MEMBERSHIP**

5.1 Admission of Members

a) No application shall be considered unless sent in on the prescribed form and accompanied with the entrance fee (wherever applicable) and a deposit of RM1,000.00 (the Deposit) made payable to the Union. The Deposit will be refundable upon the resignation of the Member, less any dues that may be payable by the Member to the Union.

b) Every candidate seeking admission to membership shall apply in writing to the Honorary Secretary.

c) Each application shall be proposed and seconded by a Life Member or Ordinary Member of the Union who has been a member of the Union for at least one (1) year.

d) Election of new members shall be by majority vote of the Management Committee.

e) The applicant will be notified in writing of the outcome of his or her application. In case of rejection by the Management Committee, all monies received with the application shall forthwith be refunded to the applicant.

f) The Management Committee upon rejecting an application for membership of the Union may offer the applicant a membership under a different category, other than which the application was made.

g) The Management Committee may offer the widow/widower of a deceased Life Member, Life Associate Member, Ordinary Member, Associate Member, and Outstation Member, the deceased's membership without payment of entrance fees.

5.2 Minimum Age of Membership Eligibility

The minimum age of eligibility for the application of membership with the Union and the Club is eighteen (18) years.

5.3 Life Members

a) Any Malaysian Sikh who pays a sum of RM10,000.00 or any other sum as may be determined by the Management Committee from time to time, shall be eligible to apply for membership as a Life Member.

b) A "Life Membership" is transferable only once to any one legal child or spouse at a fee of RM1,000.00.

c) Any member who has been a member of the Union for a continuous period of 25 years, has attained 60 years of age and is not in default, shall be entitled to change his membership into a life member.

5.4 Ordinary Members

Sikhs resident in the Federal Territory of Kuala Lumpur or the State of Selangor shall be eligible to apply for membership as Ordinary Members.

5.5 Life Associate Members

a) Any person other than a Sikh who pays a sum of RM10,000.00 or any such minimum sum as may be determined by the Management Committee, or more shall be eligible to apply for membership as a Life Associate Member.

b) A 'Life Associate Membership' is transferable only once to any one legal child or spouse at a fee of RM1,000.00.

5.6 Associate Members

Any person other than a Sikh resident in the Federal Territory of Kuala Lumpur or the State of Selangor shall be eligible to apply for membership as an Associate Member.

5.7 Outstation Members

Sikhs resident outside the Federal Territory of Kuala Lumpur and the State of Selangor shall be eligible to apply for membership as Outstation Members.

5.8 Lady Members

Any lady above the age of eligibility and who is not married shall be eligible to apply for membership as a Lady Member.

5.9 Senior Members

- a) An Ordinary Member and Associate Member who has been a member of the Union for a period exceeding twenty-five (25) years and has attained the age of sixty (60) years will be exempted from any subscription.

5.10 Corporate Members

The Management Committee may from time to time approve applications from any company incorporated with limited liability in Malaysia and having its registered office in Malaysia or any other corporation or statutory body for membership as a Corporate Member and such corporate membership shall be entitled to nominate three (3) persons to enjoy the privileges of the Club.

5.12 Honorary Members

- a) The Management Committee may invite any person they think fit to become an Honorary Member.
- b) Such member shall not be required to pay any entrance fee or subscription and shall have no voice in the management of the Union and shall not be eligible for election as a Committee Member.
- c) Notwithstanding anything contained under this Article, it is further clearly understood that any Sikh or any person other than a Sikh who has been elected to any of the aforesaid category of memberships shall be deemed to be a member of the Club.

5.13 Voting Member's Spouse and Children

a) Spouse and children of a Voting Member will be required to be registered with the Club and shall be permitted to use all recreational and other facilities of the Club, and to participate in the activities promoted by the Club.

b) Any restriction(s) applicable to or affecting such a Voting Member under any Article or Bye-law shall equally apply to the Voting Member's spouse and children.

c) For the purpose of this Article, "Children" shall mean only the child/children of a Voting Member with his lawful spouse and/or legally adopted child/children, below the age of eighteen (18) who shall be registered with the Club.

d) The Management Committee may in exceptional cases permit a Voting Member's child/children, who is/are above eighteen (18) years of age and below twenty-four (24) years of age, to use the facilities and amenities of the Club provided such child/children is/are studying locally or overseas, and are not gainfully employed.

e) In the event of a Voting Member being suspended or expelled in accordance with Article 21 (Disciplinary Board and Proceedings), the effect of the Article applies mutatis mutandis to the Voting Member's spouse and children.

5.13 Affiliation

- a) The Management Committee may admit to affiliate membership of any organization.
- b) The Management Committee is empowered to draw and approve in consultation with affiliated bodies, regulations defining the relationship of the members of the Union to the affiliated bodies and vice versa and to fix the affiliation fees to be paid by such bodies.

CLAUSE 6 **6 - PRIVILEGES AND RESTRICTIONS**

6.1 All Members of the Union shall enjoy full privileges as members provided by the Club except:

- a) Associate Members, Lady Members, Corporate Members, Life Associate Members and Honorary Members, who shall have no say in the management of the Union and shall not be eligible for election as Committee Members.
- b) Outstation Members who shall have no say in the management of the Union and shall not be eligible for election as Committee Members of the Management Committee.

6.2 Notwithstanding anything contained in the Articles to the contrary, the Management Committee may at any time at its absolute discretion and without assigning any reason whatsoever withdraw the membership of a Lady Member, Corporate Member or Honorary Member under the following circumstances that is to say when such member has:

- a) Acted against the Constitution and Articles made thereunder; or

b) Conducted himself in such manner which in the opinion of the Management Committee is against the interests of the Union.

And thereupon such person shall cease to be a member of the Union and shall not make use of any facility provided by the Union or the Club.

6.3 Voting Members shall be entitled to participate in General Meetings and vote at General Meetings of the Union as long as they are members for more than one (1) year at the time of the meeting.

CLAUSE 7 **7 - RESIGNATION**

7.1 A member desirous of resigning his membership of the Union shall give at least one (1) month's notice in writing to the Honorary Secretary of his intention to do so.

Such a member shall forward to the Honorary Secretary his letter of resignation, all arrears of subscription, and any other monies due from him.

7.2 Should any Management Committee Member wish to resign from his office, it shall be necessary for him to give at least one (1) month's notice in writing to the Honorary Secretary or to the President of his intention to do so. Such a Management Committee Member shall, to the satisfaction of the Management Committee, hand over the charge, the books, papers, accounts, stocks, etc. to his successor in office.

7.3 A Management Committee Member who resigns before expiry of his term shall not be eligible to seek re-election to the same office for a period of one term.

CLAUSE 8 8 - CESSATION OF MEMBERSHIP

8.1 A member shall be deemed to cease to be a member of the Union for any of the following reasons:

- a) Death;
- b) On approval of his resignation;
- c) Insanity;
- d) Expulsion;
- e) Non-payment of all monies due to the Union or the Club;
- f) Conviction for an offence the nature of which implicates moral turpitude and so heinous that the Committee considers that such person is unfit to associate with the other members of the Union;
- g) Continued membership shall be averse to the interests of the Union;
- h) Any Member who commences or institutes any legal or other action, proceedings or process referred to in Article 22 (Legal Action) prior to having complied with and exhausted all remedies/avenues under the Articles and/or Bye-laws of the Union; or
- i) Any Member who is in breach of Article 22.3 where the member has failed to pay any sums awarded by any court of law against the member in favour of the Union within 30 days of a demand made for the said sums by the Management Committee.

8.2 A member who has been declared a Bankrupt shall not cease to be a member so long as the member remains in credit and is not in debt to the Union. However, such a member shall not be elected or appointed to any office in the Union as long as the member remains an undischarged bankrupt.

8.3 No person whose membership has lapsed or who has resigned without settling his dues to the Union shall be readmitted to membership unless he has fully or partly (not less than 50%) settled the outstanding dues.

CLAUSE 9 **9 - MEMBERSHIP FEE**

9.1 Entrance Fee

- a) Entrance fee for Ordinary Members, Associate Members, and Outstation Members shall be RM1,000.00.
- b) Entrance fee for Lady Members shall be RM500.00.
- c) Entrance fee for Corporate Members shall be RM2,000.00
- d) There shall be no refund of entrance fee upon one's successful membership application.

9.2 Subscription

The subscription, payable in advance, shall be as follows:

- a) Life Members – Nil
- b) Ordinary Members – RM30.00 per month
- c) Associate Members – RM40.00 per month

d) Outstation Members – RM15.00 per month

e) Corporate Members – RM2,000.00 for 24 months and RM40.00 per person nominated per month

f) Lady Members – RM15.00 per month

g) Senior Members are exempted from any subscription.

9.3 Remission of Subscription

No member shall be charged subscription for the period of any sojourn outside Malaysia, where the reason of the member's absence from Malaysia is due to work, family, medical or any reason which is deemed a necessity for a period exceeding three (3) months.

9.4 Subscription and Entrance Fee

The Management Committee shall be allowed to change the Subscription Fee, Entrance Fee and Refundable Deposit.

CLAUSE 10 **10 - DEFAULTERS**

10.1 Any member who is declared a defaulter by the Management Committee shall upon notice of being so declared or upon his name being exhibited on the Defaulter List, ceases to enjoy all rights and privileges as a member of the Union and the Club.

10.2 The Honorary Secretary on the advice of the Honorary Treasurer shall issue a month's notice to the defaulter requesting payment of all monies due to the Union. If at the end of the period no response is received, the Honorary Secretary on the advice of the Honorary Treasurer, shall report the fact to the

Management Committee, who may at its absolute discretion remove the name of the defaulter from the Register.

10.3 If reasonable cause for default is shown, the Management Committee shall have power to give extension of time to make good the default. In such a case, the member shall have all his rights and privileges of membership restored to him.

CLAUSE 11 **11 - MANAGEMENT OF THE UNION**

11.1 Subject to the overall supervising powers of the Voting Members at General Meetings, the management of the Union shall be vested in a Management Committee elected biennially at the Annual General Meeting for the ensuing two (2) years from among the Voting Members of the Union and consisting of the President, Vice-President, Honorary Secretary, Honorary Assistant Secretary, Honorary Treasurer, Sports Chairman, and eight (8) other members.

11.2 The immediate Past President of the Union shall sit in the Management Committee as an ex-officio member and shall not have any voting rights.

11.3 The Management Committee may appoint up to two (2) additional members, to assist in the management of the Union. Such appointed member(s) shall not have any voting rights.

11.4 All Management Committee members must reside in the Federal Territory of Kuala Lumpur and/or the State of Selangor.

11.5 A member who has been suspended for more than one (1) year shall not be eligible for election as a Management Committee Member for the next five (5) years, from the date of his suspension has been lifted and membership reinstated.

11.6 The President shall have been a member of the Union for a period of not less than five (5) years and must have served as a Management Committee Member for at least one (1) full term. A Voting member must have been a member of the Union for a period of not less than three (3) years to be eligible to hold any elected office in the Union (with the exception of the President).

11.7 When elected all members of the Management Committee including the President shall not be eligible for re-election to the same post after serving in such post for two (2) consecutive terms.

CLAUSE 12 **12 - ELECTION COMMITTEE**

12.1 Three (3) members of the Union “in benefit” shall be appointed biennially at the Annual General Meeting to form the Election Committee. Such persons shall be Life or Ordinary Members of the Union and shall not be holding any post in the Management Committee. They should not have proposed or seconded any member to be elected for any post in the Management Committee for at the AGM when they are elected. They shall be eligible to hold office for a period not exceeding two (2) consecutive terms. The Election Committee shall appoint one of its members to be the Chairman from amongst them.

12.2 Nomination for election to the Management Committee must be submitted to the person nominated by the Election Committee on prescribed forms fourteen (14) days before the Annual General Meeting during the election year.

12.3 The distribution, opening and handling of all nomination forms and all procedures related thereto shall be decided upon and presided over by the Election Committee.

12.4 The Election Committee shall be responsible to receive the nomination papers in accordance with the Constitution. The

Election Committee shall then verify the eligibility of each person nominated for the respective post and compile a complete list of eligible persons and rejected nominations and submit to the Honorary Secretary of the Union for appropriate action. In case of any nominations rejected for any reason, the Honorary Secretary shall inform such person of the rejection and the reasons for such decision.

12.5 The Election Committee shall on the day of elections supervise the balloting process and tally the votes. The Chairman of the Election Committee shall announce the results at the Annual General Meeting.

12.6 In case there is a dispute of any kind during the election process, the Election Committee shall have the absolute right to make a decision on the matter.

12.7 If any time some members of the Management Committee have resigned and the Management Committee have less than seven (7) members, the remaining members of the Management Committee shall nominate and appoint such temporary replacement members to the Management Committee as shall be necessary for the efficient running of the Club. In such event, the Management Committee shall call for an Emergency General Meeting as soon as practical to call for a fresh election for the Management Committee and all posts therein.

12.8 If at any time some members of the Management Committee have resigned and the Management Committee has more than seven (7) members, the remaining members of the Management Committee shall nominate and appoint such temporary replacement members to the Management Committee as shall be necessary for the efficient running of the Club until the next Annual General Meeting, where if the tenure of the Management Committee is still remaining under the provisions of Article 11.1, the Management Committee may be

allowed subject to the wishes of the Members, to remain until the term of the Management Committee expires under the provisions of Article 11.1.

CLAUSE 13 13 - MEETINGS OF THE MANAGEMENT COMMITTEE

13.1 The meetings of the Management Committee shall be held at least once a month. The Management Committee shall decide the manner in which the meetings of the Committee shall be held. Meetings of the Management Committee may be convened by way of physical or virtual meetings.

13.2 The President or Honorary Secretary may convene a meeting of the Management Committee, whenever he deems it necessary. It shall be incumbent upon the Honorary Secretary to convene, within seven (7) days an emergency Management Committee Meeting on receipt of a written request from at least five (5) members of the Management Committee, provided that the purpose for which the meeting is called be mentioned therein and provided also that no resolutions other than those mentioned in such letter shall be admissible for discussion at such Emergency Management Committee Meeting.

13.3 Any member of the Management Committee absenting himself from three (3) consecutive meetings of the Management Committee without any reasonable cause or reason, shall automatically cease to be a Management Committee member and the Management Committee shall have the right to remove his name from the list of Management Committee and to appoint another Life Member or Ordinary Member on the Management Committee in the place of the member so removed.

13.4 Not less than five (5) days' notice shall be given for all meetings of the Management Committee, except in cases of great urgency.

13.5 Seven (7) Management Committee members shall form a quorum of the Committee. If within half an hour from the time appointed for a Management Committee Meeting, no quorum is present the meeting shall stand adjourned to a date and time fixed by the members present and at such an adjourned Management Committee meeting five (5) members shall form a quorum. Notice of the adjournment shall be sent to all Management Committee members.

CLAUSE 14 **14 - DUTIES OF MANAGEMENT COMMITTEE MEMBERS**

14.1 President

The President's duties shall include the following:

- a) To supervise and be responsible for all the activities of the Union.
- b) To preside at all meetings and co-sign the minutes in token of their correctness together with the Honorary Secretary.
- c) To give his casting vote in case of equality of votes on any issue.
- d) As immediate Past President of the Union, he may attend the meetings of the Management Committee in an advisory capacity only.

14.2 Vice-President

The Vice-President shall assist the President in his duties and shall act in the President's absence.

14.3 Honorary Secretary

The Honorary Secretary's duties shall include the following:

- a) To attend to all correspondence.
- b) To prepare and issue meeting agendas and notices of all General and Management Committee Meetings, to attend these meetings and to keep their minutes in order.
- c) To maintain a Register of Members and a Register of Clauses and Bye-laws of the Union.
- d) To keep an inventory of all properties belonging to the Union.
- e) To allocate duties to the salaried staff, to supervise their work, and to report any discrepancies etc. to the Management Committee.
- f) To act promptly upon all the resolutions passed.
- g) To prepare a draft of the Annual Report and submit the same together with an audited statement of Accounts and Balance sheet for consideration by the Management Committee before the end of January.

14.4 Honorary Assistant Secretary

The Honorary Assistant Secretary shall assist the Honorary Secretary in his duties, and perform all the duties of the Honorary Secretary during his absence.

14.5 Honorary Treasurer

The Honorary Treasurer shall be responsible for:

- a) Maintaining a register of all fixed and movable assets and record all repairs, additions, disposals of these assets, on an immediate basis.
- b) To conduct a stocktake together with the Club's Manager of all assets, fixed and movable and prepare a stocktake report, signed by himself and the Club's Manager. A police report must be lodged for any missing assets, an insurance claim filed for any stolen assets and an inquiry must be conducted by the Treasurer, with a report to be presented at the next Management Committee meeting and also at the next Annual General Meeting.
- c) Ensuring that printed receipts are issued immediately on receipt of subscriptions and any other monies, including collectables and that proper and detailed accounts of all income and expenditure are maintained at all times.
- d) Depositing the Union's money in the approved bank and to arrange for all procedural formalities and prior sanction for any withdrawal that may be necessary.
- e) Closure of the Accounts at the end of every calendar month and entry of all necessary particulars in Vote Books, Stock Register and Ledgers.
- f) Presenting the Accounts of the past months at the meeting of the Management Committee on a monthly basis with full details of expenditure and income.

g) Presenting the Management Accounts and all documents related to these Accounts to the Honorary Internal Auditors of the Union on a quarterly basis.

h) Engaging the Honorary Internal Auditors to present the Internal Audit Report to the Management Committee on a quarterly basis.

i) Engaging the approved Auditors to audit the Accounts once a year after being approved by the Management Committee.

j) Arranging with the External Auditors, meetings with the Honorary Internal Auditors to present their Internal Audit Reports.

k) Presenting to the Auditors by mid-January a Statement of Income and Expenditure for the preceding year with a Balance Sheet for Audit.

l) Forwarding to the Honorary Secretary during the first week of each month a list of members whose subscriptions are in arrears for the past three (3) months.

14.6 Duties and Responsibilities of the Management Committee
The duties and responsibilities of the Management Committee shall be as follows:

a) To make, amend or annul Bye-Laws for the proper and efficient running of the Club provided that such Bye-Laws do not contravene the Union's Constitution.

b) To collect subscriptions and donations through all proper means, to utilize the funds collected, as well as

to upkeep and improve the financial position of the Union.

c) Subject to Articles 12.7 and 12.8, to fill vacancies arising among Management Committee Members.

d) To appoint or dissolve sub-committee(s) from its own members of the Union, as and when necessary, to co-opt members there to, to assign duties to them, and to receive and consider their reports.

e) To consider, decide, and act upon all such matters affecting the Union which are not provided for in the Constitution.

f) To approve or reject applications for membership.

g) To take all necessary steps for the fulfilment of all aims of the Union.

h) To obtain and receive reports from the auditors regarding audit of accounts, stocks etc. and to fill any vacancies arising among the auditors.

i) To elect a Chairman from among members present for a Management Committee meeting in the absence of the President and the Vice President. The Chairman so elected shall have the casting vote.

j) To employ, suspend, discharge, or dismiss employees should necessity arise, and to determine terms and conditions governing their employment, remuneration and other matters.

k) To reprimand or penalise employees for neglect of duty and/or unsatisfactory conduct.

l) To appoint representatives and delegates of the Union to serve in other bodies.

m) To appoint nominees to oversee and/or attend to the legal affairs of the Union as and when necessary.

n) To manage and safeguard the office, library, and all moveable properties of the Union.

o) To carry out the mandate and wishes of the Members expressed at any General Meeting.

CLAUSE 15 **15 - GENERAL MEETING**

15.1 Annual General Meeting

The Annual General Meeting of the Voting Members of the Union shall be held not later than in the month of May each year. The business of the Annual General Meeting shall be:

a) To read and confirm the minutes of the previous Annual General Meeting.

b) To read and confirm the minutes of any Extraordinary General Meeting held during the previous year.

c) To receive, consider and approve the Annual Report of the Management Committee and the audited statement of Receipts and Payments for the preceding financial year.

d) Biennially to elect by secret ballot members of the Management Committee and the Disciplinary Board.

e) To appoint qualified auditors, and elect by secret ballot or show of hands honorary internal auditors and the Election Committee.

f) Subject to Article 25, to make additions, alterations or amendment to the existing Articles, if necessary, subject to the approval of the Registrar of Societies.

g) To consider and decide upon any matter brought up by the Management Committee.

h) To consider any other matters of which at least six (6) days' notice in writing shall have been given to the Honorary Secretary.

i) To consider and vote on any resolution of which at least ten (10) days' notice in writing shall have been given to the Honorary Secretary.

15.2 Conduct of Business and Quorum at General Meetings

a) The Management Committee must give at least fourteen (14) days' notice of the Annual General Meeting to all members and such notice must include copies of the Audited Accounts of the previous financial year and all other documents that are the subject matter of the Annual General Meeting. The Management Committee shall also circulate any resolution and/or matter that has been submitted under Article 15.1(h) and (i) above to members the soonest possible by way of email and/or other modes of communication not less than 4 days before the General Meeting.

b) The quorum for a General Meeting shall be fifty (50) or one-third (1/3) of the Voting Members of the Union whichever is less.

c) No business shall be transacted at a General Meeting unless a quorum of members is present before the meeting proceeds to business.

d) If within sixty (60) minutes from the time appointed for the General Meeting, a quorum is not present, the meeting if convened upon requisition of Voting Members, shall be dissolved, in any other case, it shall stand adjourned to such a day and time as the members present shall decide upon and any Voting Members present at the adjourned meeting shall proceed with the transaction of business provided that no item is added to the agenda of the original meeting.

e) Notice of such adjourned meeting shall be sent to every Member.

f) Non-Voting Members may attend the General Meeting as mere observers but have no right to speak at the meeting unless invited to do so by the Chairman.

g) Where resolutions have been submitted for consideration and voting pursuant to Article 15.1, then such resolutions must be presented and voted upon unless withdrawn by the Members who proposed and seconded the resolution. Voting can be by way of show of hands unless a minimum of 20 members have requested for the voting of the same to be by way of a secret ballot. If the resolution is one that can affect the agenda of the General Meeting, then that resolution has to be put to the Members as the first item on the agenda of the General Meeting.

15.3 Voting

Decisions shall be by a simple majority vote of Voting Members present at the General Meeting except matters pertaining to Article 25 (Amendments of Articles) which shall require a special majority of two-thirds of the Voting Members present at the General Meeting at the time the vote is taken.

15.4 Extraordinary General Meeting

a) The Management Committee shall have the power to call for an Extraordinary General Meeting, whenever necessary, provided the request for the said meeting is made by at least half of the members of the Management Committee.

b) The quorum for an Extraordinary General Meeting shall be one-third ($\frac{1}{3}$) of the total Voting Members or fifty (50) Voting Members whichever is less. If within half an hour from the time appointed for the Extraordinary General Meeting no quorum shall be present, the meeting shall stand dissolved and no further action by the Management Committee shall be necessary on the requisition.

c) It shall be incumbent upon the Management Committee to issue a notice convening the Extraordinary General Meeting within fourteen (14) days of receipt of a written request of fifty (50) Voting Members requesting for the Extraordinary General Meeting. Such a notice must state the resolutions to be moved at the proposed Extraordinary General Meeting with an explanatory note for the proposed resolution. At least two-thirds ($\frac{2}{3}$) of the members requisitioning the Extraordinary General Meeting must be present at the meeting when the same is called to order. Such an

Extraordinary General Meeting must be convened the soonest possible after receipt of the request from the Voting Members and in any event be convened within 30 days of the receipt of such a request. The notice must be sent out at least fourteen (14) days before the scheduled date of the meeting.

d) In either case, i.e., an Extraordinary General Meeting requested for by the Management Committee and/or one requested by the Voting Members, a 14 days' notice of the Extraordinary General Meeting must be given by the Management Committee.

e) In the event a meeting called by Voting Members cannot be held due to failure to comply with Article 15.4 (c) herein the cost of holding the meeting shall be borne equally by all persons who had requisitioned the meeting and be billed to their monthly statement of expenses.

f) No business other than that for which it has been specifically called may be discussed at an Extraordinary General Meeting.

CLAUSE 16 16 - FINANCIAL PROVISIONS

16.1 The Management Committee shall exercise prudence, thrift and good judgment at all times when making financial decisions on behalf of the Union and avoid the Union from being put into excessive debt.

16.2 Subject to the following provisions in these Articles, the funds of the Union may be expended for purposes necessary for carrying out of its aims, including the audit of its accounts, but the funds shall on no account be used to pay the fine of any member of the Management Committee.

16.3 All monies shall be deposited in the name of “Selangor Sikh Union” in the bank approved by the Management Committee. The Honorary Treasurer may retain not more than RM3,000.00 and the Honorary Secretary not more than RM1,500.00 as cash in hand at any one time.

16.4 The Union’s Bank Account shall be jointly operated by the President, (in his absence the Vice-President), the Honorary Secretary (in his absence the Assistant Secretary) and the Honorary Treasurer. Approval of the Management Committee must be obtained for any withdrawal of sums exceeding RM5,000.00 from the Union’s bank account.

16.5 All cheques or withdrawal notices on the Union’s account shall be signed jointly by the President, (in his absence the Vice-President), the Honorary Secretary (in his absence the Assistant Secretary) and the Honorary Treasurer. In the absence of the President, the Honorary Secretary or the Honorary Treasurer for a long period, the Management Committee shall appoint one of its members to sign in their place, in accordance with the financial limits set out in the Constitution.

16.6 No expenditure of a single item exceeding RM5,000.00 (Ringgit Five Thousand) at any time shall be incurred without the prior approval of the Management Committee. Expenditure below RM5,000.00 (Ringgit Five Thousand) may be approved jointly by the President, the Honorary Secretary and the Honorary Treasurer. No single expenditure, including a series of expenditure for a common purpose, event or project, exceeding RM100,000.00 (Ringgit One Hundred Thousand) shall be incurred without the prior approval of the General Meeting.

16.7 Any recurring procurement of goods and supply of services including service or maintenance contracts other than payment for utilities, rates and purchase of rations exceeding RM5,000.00

(Ringgit Five Thousand) at a time shall require a submission of quotations to the Union's Manager from at least three suppliers, wherever possible. The Management Committee shall be responsible to select the most suitable supplier to be offered the contract for purchases not exceeding RM20,000.00.

16.8 If the purchase price for the procurement of goods or services exceeds RM20,000.00, the General Committee shall seek the recommendation of the Tender Board and subsequently make the final decision for such a purchase.

16.9 Quotations for purchases in excess of RM50,000.00 shall be obtained through an open tender process managed by the Tender Board.

16.10 The financial year of the Union shall commence on 1st January and end on 31st December every year.

16.11 The audited statement of receipts and payments from January 1st to December 31st, including full details of all properties, assets and liabilities of the Union duly approved by the Management Committee shall be sent to members at least 14 days before the date of the Annual General Meeting.

CLAUSE 17 17 - AUDITORS

17.1 A firm of licensed auditors shall be appointed at the Annual General Meeting to audit the Accounts and present to the Management Committee their Audit Report with all the necessary financial statements pursuant to the requirements of the Malaysian Institute of Accountants.

17.2 The Audit Report shall cover one full financial year and if necessary, a Special Audit may be commissioned if deemed necessary by the Management Committee.

CLAUSE 18 18 - APPOINTMENT OF HONORARY INTERNAL AUDITORS

18.1 Two (2) Honorary Internal Auditors, preferably with the relevant skills and professional background, shall be appointed biennially at the Annual General Meeting. The Honorary Internal Auditors shall be either Life Members or Ordinary Members “in benefit” at the time of appointment but shall not be a member of the Management Committee. Honorary Internal Auditors shall be eligible to hold office for a period not exceeding two (2) consecutive terms.

18.2 The Honorary Internal Auditors shall review the adequacy and effectiveness of the Union’s internal controls and governance processes; inspect diligently the accounts of the Union to establish that the accounts, books and documents are properly and accurately maintained and that all transactions are properly authorized and accounted for; investigate any alleged violations of policies and procedures, fraud or misuse of the Union’s assets or resources; and liaise with the External Auditors with their findings and recommendations prior to the Union’s AGM.

18.3 The Honorary Internal Auditors shall provide a quarterly report to the Management Committee regarding its compliance with the Union’s Constitution, the Societies Act, and other relevant Acts and Regulations besides presenting their annual audit report during the AGM.

18.4 The Honorary Internal Auditors shall have unrestricted access to all activities undertaken by the Union and the related documents and records to effectively execute their functions.

CLAUSE 19 19 - TENDER BOARD

19.1 The Tender Board shall consist of a Chairman and four other members whom the Management Committee shall appoint. Such members appointed shall preferably be those with the required skills and professional background and strictly not be persons connected with any member of the Management Committee.

19.2 The Tender Board shall assist the Union in formulating proper procedures and guidelines for the procurement of goods and services subject to the approval of the Management Committee.

19.3 The Tender Board shall evaluate quotations for the procurement of goods and services wherein the purchase price exceeds RM20,000.00 and make recommendations for the consideration of the Union's Management Committee whose decision shall be final.

CLAUSE 20 20 - PROPERTIES OF THE UNION AND TRUSTEES

20.1 All moveable and immovable properties of the Union shall be vested in the name of Trustees according to the Deed of Trust to be executed and signed by them.

20.2 No less than three (3) and not more than five (5) Trustees who ordinarily reside in the Federal Territory of Kuala Lumpur or the State of Selangor, shall be appointed for this purpose by the members at a General Meeting. Any Trustee may resign or be replaced at any time subject to the provisions of Article 20.7 herein.

20.3 A Trustee shall be deemed to have vacated his place for any one of the following reasons:

- a) Death;
- b) Insanity;
- c) Bankruptcy or Insolvency; or
- d) Attained the age of eighty (80) years.

20.4 The Union shall indemnify the Trustees in respect of any loss or expense incurred by them in or about the execution of the property of the Union.

20.5 The Trustees do not have a say in the decision making of the Management Committee and in the management of the Union, A Trustee shall not hold any other position in the Union. This however shall not remove a Trustee's rights as a member of the Union in every other aspect and to present their views at General Meetings and all other proper forums.

20.6 The duties of Trustees, as the case may be, shall be limited to those of a custodian Trustee only and the Management Committee shall be solely responsible for the management of the Union's property and investments and for the payment of all outgoings and other liabilities in respect of the property and investments vested in such Trustees.

20.7 Notwithstanding the above, any and/or all of the Trustee(s) may be removed by a vote of simple majority passed at a General Meeting.

20.8 Vacancies in the Trustees may only be filled at a General Meeting. A notice of motion to remove a Trustee from the Office or to appoint any person to fill a vacancy must be posted on the Union's Notice Board for at least one (1) month before the date of the meeting called to discuss the proposal.

CLAUSE 21 **21 - DISCIPLINARY BOARD AND PROCEEDINGS**

21.1 If the conduct of a member, whether within or outside the premises of the Union (on matters concerning or related to the Union), is unbecoming of a member of the Union or is injurious to the interest of the Union or renders such a member unfit to associate with members of the Union and/or if the member is in breach of the provisions of this Constitution and/or Bye-laws made thereunder, the member shall be disciplined in accordance with the provisions of this Article.

21.2 All disciplinary matters shall be the responsibility of the Disciplinary Board comprising a Chairman and four (4) Members “in benefit” of the Union elected biennially at the Annual General Meeting. Such persons shall not be holding any post in the Management Committee and they should not have proposed or seconded any member to be elected for any post in the Management Committee at the AGM when they are elected or during their tenure. They shall be eligible to hold office for a period not exceeding two (2) consecutive terms. The quorum for all meetings of the Disciplinary Board shall be three (3) members.

21.3 Any complaint against a member shall be in writing and shall be addressed to the Honorary Secretary of the Union. Upon receipt of any complaint against a member, the Honorary Secretary of the Union shall at the earliest given opportunity forward the complaint to the Chairman of the Disciplinary Board for the consideration of the Disciplinary Board.

21.4 The Disciplinary Board shall inform the member in writing within fourteen (14) days of receipt of a complaint, that a complaint has been lodged against him. The member shall be given a copy of the complaint and a “Show Cause” letter to be replied within fourteen days (14) days.

21.5 The Disciplinary Board in considering a complaint may summarily deal with the complaint, if it considers that:

- a) No cause exists which justifies any disciplinary action; and/or
- b) The complaint is of a minor nature.

21.6 The Disciplinary Board may suspend a member pending the hearing of a complaint made against him/her if in its opinion the complaint made is of a serious nature.

21.7 A temporary suspension or interim suspension of membership pending a hearing or decision by the Disciplinary Board shall expire fourteen (14) days after it is imposed unless expressly extended in writing by the Disciplinary Board. Any extension of suspension pending a hearing or decision shall not be for more than thirty (30) days. Thereafter, any suspension pending hearing or decision shall automatically lapse.

21.8 The rights and privileges of such a member during the interim or temporary suspension shall be suspended. The suspended rights and privileges of such a member shall forthwith be restored notwithstanding that the complaint against the member has not been heard and/or disposed and/or decided upon by the Disciplinary Board.

21.9 The Disciplinary Board shall be responsible to conduct a fair and impartial inquiry and/or investigation into cases referred to it. It shall have the right to call for witnesses and collect the necessary evidence from both parties concerned. All proceedings of an inquiry shall be audio recorded. No legal representation is allowed during any enquiry or investigation conducted by the Disciplinary Board. This is notwithstanding that a complaint has been withdrawn by a complainant.

21.10 Upon completing its inquiries and investigations, the Disciplinary Board shall record its findings and make such order as deemed fit, which may include a combination of or individually any of the following: -

- a) That no cause for disciplinary action exists;
- b) Censure;
- c) Imposition of a fine not exceeding RM1,000.00;
- d) Suspension of a period as deemed fit;
- e) Expulsion.

Appeal to the Management Committee

21.11 Should the member complained against or the complainant be aggrieved by the decision of the Disciplinary Board, he may submit an appeal against such decision to the Management Committee within fourteen (14) days of being informed of the decision in writing by the Honorary Secretary of the Union.

21.12 The member complained against or the complainant shall have access to the audio recording of the hearing before the Disciplinary Board as well as a copy of the grounds of judgement and minutes made by the Disciplinary Board.

21.13 The Management Committee may confirm or vary or substitute the decision of the Disciplinary Board as it deems fit but is obliged to give reasons for the same.

21.14 The member shall not appeal against the interim suspension or temporary suspension.

Right to Requisition an Extraordinary General Meeting

21.15 Should the member complained against or the complainant be aggrieved by the Management Committee's decision, he may within thirty (30) days of being notified of such

decision requisition in writing with the support of at least fifty (50) members to require the Management Committee to convene an Extraordinary General Meeting to consider the matter or in the event that an Annual General Meeting is already scheduled within the said thirty (30) days, for the matter to be considered at the Annual General Meeting. The Management Committee shall convene an Extraordinary General Meeting accordingly within twenty-one (21) days of receipt of such requisition and give least seven (7) days' notice before the scheduled date of the proposed meeting. An expelled member shall be entitled to attend the General Meeting where the subject of the member's disciplinary proceedings is discussed.

21.16 The Extraordinary General Meeting or the Annual General Meeting as the case maybe, shall have the right to uphold, alter or reverse the decision of the Management Committee by a majority decision.

21.17 In the case where an Extraordinary General Meeting is convened to hear the appeal of an aggrieved member, then the House at the Extraordinary General Meeting may, in its discretion, order costs of the said Extraordinary General Meeting to be borne by all those who requisitioned it.

CLAUSE 22 **22 - LEGAL ACTION**

22.1 No Member shall commence any legal or any other action, proceeding or process in any forum other than that specified under these Articles, including any court of law relating to any matter affecting the Union unless the member has exhausted the remedies available under the Union's Constitution.

22.2 Any Member who commences and maintains any legal or any other action, proceeding or process in contravention of Article 22.1 above, shall be liable to and shall indemnify the Union against all costs and expenses, including legal fees and

expenses on a solicitor-client basis, on a full indemnity basis within thirty (30) days of receipt of a demand for such payment, and such sum shall be a debt fully recoverable until full settlement thereof.

22.3 Any sum awarded by any court of law against the Member in favour of the Union, shall be debited into the Member's account and be recoverable in law if the amount in the member's account is insufficient to cover such sum awarded. Any Member who fails to pay any sum awarded by any court of law upon a demand being made shall cease to be a member of the Union upon expiry of 30 days therefrom.

22.4 Without prejudice to the operation of the above, any member who commences or institutes any legal or other action, proceedings or process referred to in these Articles, prior to having complied with and exhausted all remedies/avenues under the Articles and/or the Union's Constitution, shall, ipso facto, immediately and automatically cease to be a member of the Union.

CLAUSE 23 **23 - BYE-LAWS**

23.1 The Management Committee shall have the power to make, alter, add to, or repeal the bye-laws regulating the affairs of the Club. The bye-laws made shall be solely for the smooth running of the Club and procedural in nature and shall not amend, vary or alter any of the provisions made herein in the Constitution. All byelaws that contravene the Constitution are hereby deemed cancelled and void. Byelaws so made, altered, added to, or repealed shall come into operation at such times as the Management Committee shall fix, and shall not contravene the Constitution of the Union.

CLAUSE 24 **24 - SERVICE OF NOTICES**

24.1 All notices shall be served either on the Union or on its members, in either of the following means:

- a) By handing a copy of the same to the office of the Union/registered address of the Member as it appears in the register of members;
- b) By sending a copy of the notice by post to the office of the Union/ registered address of the Member as it appears in the register of members; or
- c) By sending an email to the email id of the Union or that of the member as it appears in the register of members.

24.2 The Management Committee is obliged to keep an updated register of members at all times with the updated contact details, email id, and phone number of the members.

CLAUSE 25 **25 - AMENDMENTS OF ARTICLES**

25.1 The Articles of the Constitution of the Union may only be amended by a General Meeting of Voting Members. Particulars of such suggested amendments shall be sent to all members in the notice calling the meeting.

25.2 A majority of two-thirds (2/3) of the votes of the Voting Members present and eligible for voting shall be required to carry any amendments to those Articles of the Constitution.

25.3 Such amendments shall take effect from the date of their approval by the Registrar of Societies. Any amendment to the Articles shall be forwarded to the Registrar of Societies within thirty (30) days of being passed by the General Meeting.

CLAUSE 26 **26 - DISSOLUTION**

26.1 The Union shall not be dissolved except with the consent of not less than two thirds (2/3) of the Voting Members of the Union expressed at a General Meeting specially convened for the purpose.

26.2 In the event of the Union being dissolved as provided in Article 26.1, all debts and liabilities legally incurred on behalf of the Union shall be fully discharged and the remaining funds, immovable and moveable property, if any, shall be donated to any Sikh organization or association in Malaysia subject to the approval by the Trustees of the Union.

26.3 A notice of dissolution shall be given to the Registrar of Societies within fourteen (14) days of the dissolution.

LAMPIRAN

1. Bendera

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Keterangan

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2. Lambang



Keterangan

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3. Lencana



Keterangan

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