

**Draft new Constitution to be tabled at 2022 Annual General Meeting for members' approval prior to submission to the Registrar of Societies**

**PERLEMBAGAAN BAGI**

**THE MALAYSIAN CONTRACT BRIDGE ASSOCIATION**

**CLAUSE 1 NAME**

1. The Association shall be known as THE MALAYSIAN CONTRACT BRIDGE ASSOCIATION, hereinafter referred to as "the Association"
2. Meaning of name: Persatuan Contract Bridge Malaysia
3. Level: Lain-lain

**CLAUSE 2 ADDRESS**

1. The registered address is:  
SELANGOR CLUB, JALAN RAJA  
WILAYAH PERSEKUTUAN KUALA LUMPUR  
or such other place as may from time to time be decided by the Managing Committee and the postal address is:  
A3-01, PJ MIDTOWN  
JALAN KEMAJUAN  
46200 PETALING JAYA  
SELANGOR
2. The Registered Address and correspondence address shall not be changed without the prior approval of the Registrar of Societies

**CLAUSE 3 AIMS AND OBJECTIVES**

The aims and objectives of the Association shall be:

- (a) To encourage and develop interest in all aspects of the game of Contract Bridge
- (b) To provide and sponsor the formation of bridge clubs in Malaysia
- (c) To provide a Contract Bridge Rules and Authority for Malaysia
- (d) To represent Malaysia in international Bridge meetings, competitions and tournaments and to select official teams for such competitions and tournaments. Only members of the Association who are subject to Malaysian laws and liable to pay Malaysian income tax shall be eligible for selection in official teams to represent Malaysia in international competition
- (e) The Association shall have no affiliation or connections overseas outside Malaysia except with the World Bridge Federation, Asia Pacific Bridge Federation and South East Asia Bridge Federation
- (f) To adopt and implement WADA (World Anti-Doping Agency), International Olympic Committee, Commonwealth Games Federation, Olympic Council of Asia and appropriate International Federations/Associations anti-doping rules and policies which conform with the Code and International Standards 2021 and subsequent changes

**CLAUSE 4 MEMBERSHIP**

**1. ORDINARY MEMBERS**

Any individual resident in Malaysia, aged 18 years and above, and interested in Contract Bridge shall be eligible for ordinary membership of the Association. Application for membership shall be addressed to the Hon. Secretary and may approved by the Managing Committee

## **2. HONORARY MEMBERS**

Honorary Members shall be those who have served to further the objects of the Association and shall be appointed by the Managing Committee

## **CLAUSE 5 RESIGNATION AND TERMINATION OF MEMBERSHIP**

1. A member may resign from membership by informing the Hon. Secretary
2. Any member who fails to pay his subscription for twelve months shall be deemed to have resigned from membership
3. Any member acting contrary to the good name and dignity of the Association or inconsistent with its purposes may be expelled by the unanimous vote of the Managing Committee at a meeting specially called to consider and deal with the matter of the conduct of such a member

## **CLAUSE 6 ENTRANCE FEES, SUBSCRIPTIONS & OTHER DUES**

1. Honorary Members shall not be required to pay any subscriptions
2. Ordinary Members shall pay an annual subscription of RM20 (Ringgit Malaysia Twenty only). The annual subscription shall be paid when a person applies for membership and thereafter shall be paid on the first day of January each year
3. The Association may appeal for funds for the purpose of carrying out its aims and objectives and may organise competitions or other functions for the purpose of raising funds in support of its aims and objectives

## **CLAUSE 7 GENERAL MEETINGS**

1. The Annual General Meeting shall be held on or before 30 June each year at such time and place as may be determined by the Managing Committee. The Managing Committee may whenever it thinks fit, and shall, upon the requisition in writing by any ten or more ordinary members of the Association, convene a Special General Meeting. Any such requisition shall express the object of the Meeting proposed to be called and addressed to the Hon. Secretary
2. The Hon. Secretary shall give all members at least 14 days' notice of all General Meetings
3. The quorum for a General Meeting of the Association shall be twice the number of Managing Committee members or half the number of voting members, whichever is the lesser
4. If within half an hour after the time appointed for the meeting a quorum is not present, the meeting shall be postponed to a date (not exceeding 30 days) to be decided by the Managing Committee, and if a quorum is not present half an hour after the time appointed for the postponed meeting, the members present shall have the power to proceed with the business of the day but shall not have the power to alter the Constitution of the Association or make any decision affecting the whole membership
5. The President shall be the chairman of any General Meeting, and in the absence of the President, the Chairman of the Committee shall chair the meeting. In the absence of both, the Meeting shall elect a chairman to chair the meeting
6. In the event of an equality of votes at a General Meeting, the chairman shall have a second or casting vote
7. The Agenda for the Annual General Meeting shall be:
  - (a) Minutes of the previous Annual General Meeting
  - (b) Matters Arising
  - (c) To receive the Managing Committee's Report
  - (d) To receive the Auditor's Report and Audited Accounts for the previous year

#### **CLAUSE 9 DUTIES OF MANAGING COMMITTEE**

1. The President is the Chief Executive Office of the Association. In the absence of the President, the Chairman of the Committee shall assume the duties of the President
2. The Hon. Secretary shall keep records of meetings, and under the general directions of the Managing Committee, shall carry out such other duties as are necessary and not inconsistent with these Rules. The Hon. Secretary shall keep a register of members which include information pertaining to names, addresses, NRIC or Passport No.
3. The Hon. Treasurer shall keep the financial accounts of the Association, collect subscriptions from members and receive all monies and dues and make such payments as are authorised
4. Committee Members may be assigned to assist the Office Bearers in carrying out their duties; and may be appointed to hold portfolios designated by the Managing Committee; including Youth & Development, Competitions, Rules & Ethics

#### **CLAUSE 10 FINANCIAL PROVISIONS**

1. The financial year of the Association shall be 1 January to 31 December
2. Any excess cash in hand over RM500 (Ringgit Malaysia Five Hundred only) shall be banked into the Association's bank account
3. The Managing Committee shall authorise payments for the objectives of the Association, including payments for salaries and expenses. Payments exceeding RM5,000 (Ringgit Malaysia Five Thousand only) must be authorised by the Managing Committee and payments over RM10,000 (Ringgit Malaysia Ten Thousand only) must be approved at General Meeting
4. The bank signatories shall be two out of the three Office Bearers, namely the President, Hon. Secretary and Hon Treasurer. The Managing Committee may appoint other bank signatories from time to time

#### **CLAUSE 11 AUDIT**

1. An auditor shall be appointed each year by the Annual General Meeting
2. The auditor shall prepare the Auditor's Report for the annual financial statements to be presented at the Annual General Meeting, and for such other periods if required by the Managing Committee
3. The audited accounts are to be circulated to the members at least 14 days before the Annual General Meeting

#### **CLAUSE 12 PROPERTY ADMINISTRATION**

1. All properties belonging to the Association are to be registered in the name of the Association. Where assets are required to be registered in the name of Trustees, the appointment of such trustees must be registered with the Registrar of Societies
2. The Association's properties may not be sold, charged or transferred without the approval of the General Meeting

#### **CLAUSE 13 INTERPRETATION**

1. In the period between two General Meetings, the Managing Committee, if required, shall provide the interpretation of the Constitution
2. The Managing Committee's decision shall be final except for matters which are inconsistent with these Rules and which have been decided at General Meeting

#### **CLAUSE 14 PATRONS**

The Managing Committee may invite any person to be a Patron of the Association

- (e) To elect the Managing Committee
- (f) To appoint an Honorary Auditor
- (g) Any other business

8. The Agenda for any Special General Meeting shall be stated in the Notice of Special General Meeting

#### **CLAUSE 8 MANAGING COMMITTEE**

1. The Managing Committee shall exercise all the powers of the Association except those specifically requiring the authority of the General Meeting
2. The Managing Committee shall consist of the following, to be elected at the Annual General Meeting:
  - (a) The President
  - (b) The Chairman of the Committee
  - (c) The Hon. Secretary
  - (d) The Hon. Treasurer
  - (e) Three Committee Members
3. The Office Bearers, namely the President, Chairman of the Committee, Hon. Secretary and Hon. Treasurer must be Malaysian citizens. The three Committee Members may be Malaysian citizens or residents
4. The Managing Committee shall be at least twice a year. Seven days' notice of Managing Committee Meetings shall be given
5. The President shall chair the Managing Committee Meetings. In the absence of the President, the Chairman of the Committee shall chair the meetings.
6. The quorum for a Managing Committee Meeting shall be four. In the event of an equality of votes, the President, or the Chairman of the Committee as the case may be, shall have a second or casting vote
7. Committee Members who are absent without reasonable cause for three consecutive meetings shall be deemed to have resigned
8. Committee members who have died or resigned shall be replaced by those securing the next higher number of votes at the Annual General Meeting. If this is not possible, casual vacancies may be filled by the Managing Committee to hold office until the next General Meeting
9. If there are urgent matters requiring the Managing Committee's attention and the committee is unable to meet, the Secretary may send a circular to each Committee Member. At least half the Committee Members must indicate their approval or objection to such matters. This shall be recorded as Committee Meeting minutes
10. The Managing Committee may instruct the Hon. Secretary and other members to carry out the Association's activities, engage manager or staff to delegate duties to, dismiss them for not carrying out their duties or for reasons affecting the reputation of the Association
11. The Managing Committee may form Subcommittees
12. Outgoing committees must surrender all documents, books, bank accounts etc to the Incoming Committee
13. The Managing Committee shall report annually to the Annual General Meeting

### **CLAUSE 15 PROHIBITIONS**

The Association is prohibited from:

- (a) Taking part or allowing activities prohibited under the Common Gaming House Act 1953 in its premises
- (b) Taking part in activities under the Trade Unions Act 1959
- (c) Organising lotteries, unless with the specific permission of the relevant authorities
- (d) Paying any interest to members
- (e) Distributing to members any gains or profits of the Association, except to employees who are also members of the Association

### **CLAUSE 16 AMENDMENTS TO CONSTITUTION**

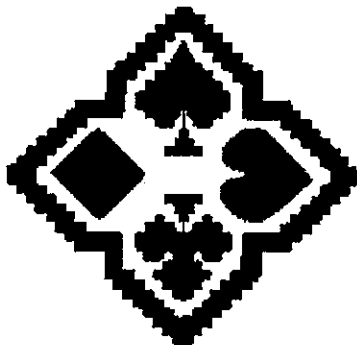
- 1. The Constitution may not be amended without the approval of the General Meeting
- 2. The application to amend the Constitution must be made to the Registrar of Societies within sixty days of the General Meeting approving such amendments. The amendments shall take effect from the date of approval by the Registrar of Societies
- 3. The Constitution may be amended by a simple majority or members present and voting at Annual General Meeting or Special General Meeting

### **CLAUSE 17 DISSOLUTION**

- 1. The Association may be dissolved if approved by General Meeting called for this purpose, by not less than 60% of the members present and entitled to vote
- 2. In the event of the Association being wound up or dissolved after satisfaction of all debts and liabilities of the Association, the excess shall not be paid or distributed among the members of the Association, but shall be given or transferred to some other Association having similar objects which have been approved by the Registrar of Societies, or to charitable organisations approved by the Director General of Inland Revenue, Malaysia

### **LAMPIRAN**

- 1. Bendera
- 2. Lambang – the logo is the symbols of the four suits, surrounded by a border, in the style of Malaysian weaving pattern



- 3. Lencana