

**BY-LAWS****1. NAME, ADDRESS AND AREA OF OPERATION**

- 1.1. The Co-operative shall be called Straits Times Co-operative Limited.
- 1.2. The registered address of the Co-operative shall be at 1000 Toa Payoh North Singapore 318994. Any change of address shall be notified to the Registrar and to any non-members who may be creditors of the Co-operative.
- 1.3. The area of operation of the Co-operative shall be in Singapore.

2. INTERPRETATION

- 2.1. In this By-law, unless the context otherwise requires:-
 - (a) "Act" means the Co-operative Societies Act, (Cap 62) or any amendment thereto for the time being in force in Singapore;
 - (b) "Rules" means the Co-operative Societies Rules, or any rule made under the Act for the time being in force in Singapore;
 - (c) "By-laws mean the By-laws of the Co-operative;
 - (d) "Co-operative" means Straits Times Co-operative Limited;
 - (e) "Registrar" means the Registrar of Co-operative Societies and the Assistant Registrars of Co-operative Societies appointed under section 3 of the Act, and includes a person exercising such powers of the Registrar as may have been conferred upon him under that section;
 - (f) "Committee" or "Committee of Management" means the governing body of the Co-operative which is responsible for the management of the affairs of the Co-operative;
 - (g) "audit committee" means the audit committee as prescribed in section 36 of the Act;
 - (h) "Executive Committee" means an executive committee comprising members of the Committee of Management;

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- (i) "officer" includes a Chairman, Vice-Chairman, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer member of Committee of Management, member of any committee constituted under the By-laws, employee, internal auditor, liquidator or any other person empowered under the Act, the Rules or the By-laws to give directives in regard to the business of the Co-operative or to supervise such business;
- (j) "member" means any person duly admitted to the membership of the Society in accordance with the By-laws;
- (k) "allowance" means the remuneration paid to a member of the Committee of Management of the Co-operative in consideration of his voluntary services rendered to the Co-operative on a regular basis pursuant to Section 65 of the Act;
- (l) "employee" means a person who is on the full-time paid staff of the Society;
- (m) "Central Co-operative Fund" means the fund established under section 71 of the Act;
- (n) "Subscription Capital" means a regular obligatory savings deposit made by members of the Co-operative in accordance with the By-laws which is intended to serve as guarantee capital for loans taken or guaranteed by a member and which may not be withdrawn except for such specific purposes and under such conditions as are laid down in the By-laws or except on a termination of membership;
- (o) "honorarium" means a portion of the net surplus of the Co-operative distributed among some or all of the members of the Committee in consideration of their services which would not otherwise be remunerated;
- (p) "surplus" means the economic results of the Co-operative as shown in the audited financial statement of the Co-operative after provisions have been made for depreciation and bad debts;



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- (q) "net surplus" means the remaining portion of the surplus after provisions have been made for the Central Co-operative Fund and/or the Singapore Labour Foundation in accordance with Section 71 of the Act;
- (r) "dividend" means a portion of the net surplus of the Co-operative distributed among the members in proportion to the paid-up subscription capital held by them in the Co-operative;
- (s) "deposit" means money received on current or deposit account and includes subscription capital but does not include:
 - a. a deposit that is paid pursuant to a hire-purchase agreement or that is referable to the provision of services or to the giving of security; and
 - b. such other deposit as may be prescribed;
- (t) "financial service" means receiving deposits, granting loans, or such other service of a financial nature as may be prescribed, other than in relation to the carrying on of insurance business within the meaning of the Insurance Act (Cap. 142);
- (u) "key employee" means a chief executive officer, chief operating officer or chief financial officer, or a person holding a position analogous to that of chief executive officer, chief operating officer or chief financial officer, and includes a person purporting to act in any such capacity;
- (v) "Manager" means the most senior executive employed by the Committee to run the affairs of the Co-operative;
- (w) "Specific Deposit Account" means the account, pursuant to By-law 8.7 below, to which between 5% to 20% of every member's subscription will be automatically transferred as at 31st December of each year and "specific deposit" means the amount standing to the credit of the Specific Deposit Account at any time;
- (x) Words importing the masculine gender shall include the feminine gender and words importing the singular shall include the plural.

**BY-LAWS****3. OBJECTS**

- 3.1. The objects of the Co-operative shall be:-
- (a) to promote the economic interest of its members
 - (b) to encourage thrift, co-operation, self-help and mutual assistance amongst its members;
 - (c) to provide financial service to members;
 - (d) to assist members in reducing the cost of living and improving their economic position; and
 - (e) to establish and operate such co-operative schemes, ventures and projects.
- 3.2. In furtherance of these objects, the Co-operative shall be at liberty –
- (a) to appoint or to act as representatives and agents for the purpose of carrying on the business of the Co-operative;
 - (b) to invest the funds of the Co-operative without seeking the Registrar's approval subject to Section 69 of the Act;
 - (c) to raise funds by obtaining loans from the members and deposits from members and their immediate family members subject to the Act and the By-laws;
 - (d) to purchase, lease, rent, hire, hold, develop, mortgage, sell or otherwise acquire, deal with or dispose of such movable or immovable properties or any portion thereof as may be required for use as shops, offices or for any other purposes of the Co-operative for the conduct of its business and the welfare of the co-operative movement;
 - (e) to frame administrative policy and rules and such other regulations as may be required for the proper conduct of the Co-operative's business;
 - (f) to do all other things as may be necessary, incidental or conducive to the attainment of any of the objects of the Co-operative subject to the prior approval of the Registrar; and



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(g) to make donations to such charitable organizations or for such charitable purposes as the Committee of Management may decide from time to time.

4. LIABILITY OF MEMBERS

4.1. The liability of a member, present or past, shall not exceed the nominal value of the subscription by him. The liability of a past member for the debts of the Co-operative shall cease on the date on which he ceased to be a member.

4.2. The estate of a deceased member, who is not a past member to whom By-law 4.1 applies, shall not be liable for debts of the Co-operative as they existed on the date of his death.

5. MEMBERSHIP

5.1. Membership of the Co-operative shall be open to all full time employees of the Singapore Press Holdings Ltd and the Times Publishing Group.

5.2. An individual person applying for the membership of the Co-operative shall:-

- (a) have attained the age of sixteen years;
- (b) be of good character;
- (c) be a citizen of Singapore or resident in Singapore;
- (d) not already be a member of any other credit society whose primary object is to grant loans to its members;
- (e) not be legally or mentally disabled;
- (f) not be an undischarged bankrupt; and
- (g) not be convicted of an offence punishable with imprisonment;



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6. ADMISSION

- 6.1. Application for membership shall be submitted on-line or in a form prescribed by the Committee and shall be accompanied by payment of the entrance fee specified in By-law 8.2.
- 6.2. The Committee shall have power to accept or reject an application without assigning any reason therefore provided that an applicant so rejected may appeal in writing to a general meeting of the Co-operative.
- 6.3. For the admission to membership by the general meeting a majority of two-thirds of those voting shall be necessary.
- 6.4. The approval or rejection of any application shall be notified to such applicant without delay.

7. RIGHTS AND OBLIGATIONS OF MEMBERS

- 7.1. No member shall exercise any of the rights of a member unless he has made such payment to the Co-operative in respect of membership as prescribed in the By-laws.
- 7.2. Every member who has been admitted to the membership of the Co-operative shall, on payment of the entrance fee, be deemed to have acquired all the rights, duties and liabilities of a member of the Co-operative as laid down in these By-laws.
- 7.3. Every member shall undertake to furnish the Co-operative with a full and true statement of his liabilities and assets at the time of his application for a loan, whenever required to do so.
- 7.4. Every member shall, on admission, be provided with a copy of the By-laws free of charge as the Committee may determine. Extra copies of the By-laws may be obtained on payment of such amount as the Committee may decide.
- 7.5. Statement of Accounts shall be sent to every member at least once a year.



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- 7.6. Every member may in writing nominate one or more persons in the presence of at least two witnesses, to whom sums due to the member shall be paid on his death.
- 7.7. Every member shall, unless otherwise disqualified under the Act or the By-laws, have the right to:-
 - (a) exercise one vote, irrespective of the amount of the subscription capital held by him with the Co-operative;
 - (b) avail himself of all services of the Co-operative;
 - (c) stand for election to office;
 - (d) be co-opted to hold office in the Co-operative;
 - (e) participate at general meetings, provided that he is not in default to the Co-operative; and
 - (f) enjoy all other rights provided under the By-laws.

8. OBLIGATORY PAYMENTS BY MEMBERS

- 8.1. The entrance fee shall be of such amount as the Committee may determine from time to time.
- 8.2. The minimum subscription per month shall be \$10.00, and shall not exceed 25% of the basic salary or such other amount as determined by the Committee of Management, whichever is lower. The rate of subscription shall not be changed more than twice in any one financial year without the consent of the Committee. All increases in the rates of subscription shall be notified to the Co-operative during the first half of the year not later than 20th of each month (application without payslip will NOT be processed) and no further increase in monthly subscription would be allowed during the second half of the year up to 31st December.
- 8.3. All monthly payments due to the Co-operative by members shall be recoverable by deduction from the monthly salary through their respective employers who shall forward all sums deducted to the Co-operative.

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- 8.4. Every member shall agree to the deduction of all payments due to the Co-operative by his employer and shall sign for the full amount of his salary as if such deduction has not been made.
- 8.5. Notice in writing shall be given of the withdrawal leaving minimum \$10/- to continue as a membership. Member will receive cheque within two weeks. A member may not withdraw any subscription capital and/or specific deposit held by him with the Co-operative unless he is free from all liabilities to the Co-operative either as borrower or as surety.
- 8.6. The Committee shall have discretion to accept or to refuse such withdrawal.
- 8.7. The Co-operative shall automatically transfer between 5% to 20% of every members' subscription to the specific deposit account ("Specific Deposit Account") as at 31st December of each year. The percentage to be transferred shall be decided by the Committee of Management. The amount transferred to the Specific Deposit Account shall earn interest of at least the prevailing POSBank interest rate as at 31st Dec of the year. The Committee may, at its discretion, fix a higher rate of interest than the prevailing POSBank interest rate.

9. CESSATION OF MEMBERSHIP

- 9.1. Membership shall cease by:
- (a) Resignation in accordance with By-laws 9.2, 9.3 and 9.4;
 - (b) Insanity;
 - (c) Permanent removal of residence beyond Singapore;
 - (d) Expulsion, subject to By-laws 9.8 and 9.9;
 - (e) Termination of membership or resignation of service from the Singapore Press Holdings Group and the Times Publishing Group;
 - (f) Conviction of an offence punishable with imprisonment;
 - (g) Bankruptcy;
 - (h) Death;

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- 9.2. Any member, who is not liable to the Co-operative may resign from the Co-operative on giving notice of resignation in writing. The effective date of cessation of membership by resignation shall be upon the expiry of not more than 12 months of the said notice or such shorter notice accepted by the Committee, as the case may be. During the period of notice, such member shall not be eligible to vote or to incur fresh liabilities with the Co-operative.
- 9.3. Any member, who is indebted to the Co-operative either as borrower or surety, may give notice of his intention to resign from the Co-operative. Such notice shall be invalid unless he is free from all liabilities to the Co-operative either as borrower or surety.
- 9.4. Any member, who at the time of submitting his resignation is indebted to the Co-operative as borrower and whose total subscription and specific deposit are equal to or greater than the amount of loan outstanding, may be allowed to offset this amount against the said subscription and specific deposit and the balance, if any, shall be paid to him.
- 9.5. On the cessation of membership by insanity, permanent removal of residence beyond Singapore, termination or resignation of service or death, the amount due to the member after deduction of any amount owed by him to the Co-operative shall be paid to him, his nominee or his legal personal representative, as the case may be, at once without profits, or after the last day of the financial year, with the dividend found due thereon, at the discretion of the member or his nominee or his legal representative.
- 9.6. If a member is dismissed or removed from his employment or is declared a bankrupt, he shall be deemed to have ceased to be a member of the Co-operative.

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- 9.7. The Committee shall have power, without reference to the general meeting, to expel any member whose payments to the Co-operative are more than two months in arrears or may at their discretion, impose a fine not exceeding \$50 for every month in which a member is more than two months in arrears provided the member has been given a written notice of the intention to expel him or to impose such fine on him and that he has been given a reasonable opportunity to show cause why he should not be expelled or fined.
- 9.8. If a member contravenes any provisions of the Act or the Rules or the By-laws (other than any provision relating to the member's duty or liability to make any payment to the Co-operative as referred to in By-law 9.8 above) or act in any way detrimental to the interests of the Co-operative, he may be expelled by a vote not less than two-thirds of the members present and voting at a general meeting upon a charge of which he is informed in writing by the Committee at least one week before the meeting.
- 9.9. The net amount standing to the credit of an expelled member, shall only be refunded to him after the date of the expulsion. An expelled member shall not be entitled to any dividend or interest for the year in which his expulsion took place.

10. SPECIFIC DEPOSITS

- 10.1. In addition to the monthly subscription, the Co-operative periodically transfers members' subscription between 5% to 20% to the Specific Deposit Accounts as at 31st December of each year.
- 10.2. The rate of interest to be fixed by the Committee from time to time, shall not exceed 10% per annum. Interest shall be reckoned on 31st December on actual balances standing to the credit of members on that date, provided that such balance do not fall below \$10.00. Such interest shall be paid on demand made by members or shall be credited to the deposit account of members.
- 10.3. Specific Deposits shall be withdrawable, together with interest, together with interest subject to the member being free from all liabilities to the Co-operative either as borrower or as surety.

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- 11.1. A member may be eligible to apply for a loan from the Co-operative on the terms and conditions set out in this By-law 11. The Co-operative shall not make a loan to any person other than a member of the Co-operative. Any member wishing to apply for a loan shall submit an application on-line or on the form prescribed by the Committee. All applications must be accompanied by the member's payslip, without which the Co-operative will not process the loan. If so required he shall be present at the meeting of the Committee when his loan application is considered and shall be prepared to answer all questions relevant to his application.
- 11.2. Every member shall be eligible for a loan or to stand surety for a loan irrespective of his age. A contract entered into by a minor with the Co-operative, whether as principal or as surety, shall be enforceable at law or against such member notwithstanding his minority.
- 11.3. Loan shall be limited to the amount of his total amount of his paid-up subscription and specific deposit provided that the monthly repayment shall not exceed one quarter of his monthly salary including the monthly subscription. No new loan shall be granted to a member within an interval of six months from the date of his last loan. The Committee may waive such requirement under exceptional circumstances.
- 11.4. Urgent loan for any unforeseen expenditure may be approved by a Sub-Committee, appointed from time to time by the Committee. The Sub-Committee shall comprise the Chairman and two other members of the Committee. All urgent loans shall be submitted to the Committee at its next meeting for ratification.
- 11.5. Loan together with interest shall ordinarily be repayable in not more than twenty-four monthly installments commencing from the month following that in which the loan was granted. The Committee may, at their discretion, allow repayment over a period not exceeding thirty-six months. A loan on the security of the paid up subscription or any other acceptable insurance policy may be repaid in thirty-six months. A borrowing member may repay a loan in whole or in part at any time before the due date.

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- 11.6. Under exceptional circumstances, the Committee may approve postponement or reduction of any loan installment, provided that no application for postponement or reduction shall be considered without the consent of the sureties.
- 11.7. Loan shall be granted only to a member on the personal security of the borrowing member and that of two or more sureties, who shall also be members and each of whom shall cover the whole loan less the borrower's paid-up subscription. Loan may also be secured by such insurance policy as the Committee may arrange or accept provided that the premium or any other cost shall be borne by the borrowing member.
- 11.8. The limit of total liability to the Co-operative that may be incurred by any one member, either as principal or as surety or both, shall not exceed four months' gross salary plus the amount of subscription and specific deposit standing to his credit.
- 11.9. It shall be the duty of the Committee to see that fresh surety is provided, or that the loan is immediately recalled in full whenever any of the existing sureties dies or ceases to be a member, or is otherwise ineligible to continue his suretyship, provided that the original surety shall not be released from liability until a new surety has been approved by the Committee or full payment of the loan has been made.
- 11.10. A borrower, who fails to inform the Committee of the death or inability of his surety to fulfill his obligation, will be liable to have his loan recalled at once.
- 11.11. Loan shall only be disbursed to a member after complete execution of the necessary bond. Disbursement of a loan shall be made in the name of the borrower by "account payee only" cheque or crossed order cheque.
- 11.12. The interest shall be 6% per annum (or such other interest rate as the Committee of Management may decide) on the amount of loan granted and shall be payable in equal monthly installments in the same period as the principal.

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- 11.13. Loan shall be given only for useful or necessary purposes approved by the Committee. The purpose for which a loan is required shall be clearly and truly stated as far as practicable that the loan is properly used for the purpose for which it was granted. If it is misapplied, the Committee shall have power to recall the loan in full within one month with interest, and in addition to impose a fine of up to 5% of the principal amount, provided that any fine in excess of \$500 shall not be imposed without the approval of the Registrar.
- 11.14. It shall be entirely within the power of the Committee to refuse a loan, to limit the amount and to object to a particular member as surety. No member may claim a loan as a matter of right.
- 11.15. A loan shall normally fall due at once, and be recovered with interest without delay and without any reference to the term for which it was granted if;
- (a) the membership of the borrower ceases for any reason whatsoever, or the Committee has good reason to believe that the membership of the borrower is likely to cease for any reason whatsoever;
 - (b) one of the sureties ceases to be eligible to continue as a surety and the borrower fails to provide another surety to the satisfaction of the Committee;
 - (c) the loan is used for any other purpose than that for which it was granted;
 - (d) any loan installment becomes overdue for more than two months;
or
 - (e) the position of the borrower is considered doubtful.

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11.16. When a member is granted a loan or becomes a surety for a loan he shall agree to the deduction of installments and interest from his salary by his employer, and he shall sign for the full amount of his salary as if such deduction had not been made. He shall authorise his employer to pay over to the Co-operative any balance of his salary which may be due to him, on cessation of his membership, if the Co-operative makes a claim therefore.

12. FUNDS OF THE CO-OPERATIVE

12.1. The funds of the Co-operative shall consist of:-

- (a) Subscription Capital;
- (b) General Reserve Fund;
- (c) Deposits from members;
- (d) Common Good Fund;
- (e) Donations made by third persons except that no donations from any foreign source whether offered directly or otherwise, shall be received by the Co-operative without the prior approval of the Registrar.

12.2. The Reserve Fund shall be indivisible and no member shall be entitled to claim a specific share of it.

12.3. The Reserve Fund shall be used:

- (a) To meet unforeseen losses;
- (b) To provide a margin beyond the liabilities of the Co-operative so as to ensure its ability to pay such liabilities in full in the event of dissolution; and
- (c) To enable the Co-operative by reason of the income derived from the Reserve Fund to reduce the rate of interest on loans granted to members without causing a reduction in the rate of dividend on subscription capital.

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12.4. The Common Good Fund shall be used only for the benefit of the members of the Co-operative and may be devoted to any educational, medical, social or charitable purpose.

13. FINANCIAL MATTERS

13.1. The financial year of the Co-operative shall begin on 1st January and end on 31st December.

13.2. At the close of each financial year, an amount of not less than 5% of the first \$500,000 of the surplus shall be contributed to the Central Co-operative Fund and 20% of any surplus in excess of \$500,000 shall be contributed to the Central Co-operative Fund or the Singapore Labour Foundation as the Co-operative may opt under section 71 (2) of the Act.

13.3. The remainder of the surplus of the Co-operative may be distributed in one or more of the following ways at the discretion of the general meeting:

(a) by payment of a dividend not exceeding ten per cent pro rata on the amount of subscriptions held by members as at end of the financial year of which the net surplus is distributed;

(b) by payment of honoraria to some or all of the members of the Committee in consideration of their services which would not otherwise be remunerated subject to Section 65(1) of the Act and By-laws 14.21;

(c) by a contribution not exceeding ten per cent of the net surplus to the Common Good Fund;

(d) by contribution to the General Reserve Fund

13.4. A member whose name appeared in the books of the Co-operative on the last day of the financial year shall be eligible to draw dividend when declared subject always to any restrictions imposed in these By-laws. Any dividend, if unclaimed within 6 months, shall be donated to such charity or charitable purpose as determined by the Committee of Management.

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- 13.5. Dividend shall be paid by cheque or credited to the members' bank account unless the Committee decides to credit such dividend to his savings or specific deposit account.
- 13.6. Receipts shall be issued for all monies paid to the Co-operative. All receipts shall be signed by the Treasurer or any other member of the Committee of Management authorised by the Committee of Management for this purpose.
- 13.7. The Committee shall open or cause to be opened in the name of the Co-operative such account with any bank registered under the Banking Act to which all monies received shall be deposited.
- 13.8. All cheques drawn on such accounts shall have a validity not exceeding 180 days. All cheques shall be signed by any three signatories authorised by the Committee of Management for this purpose. All payments shall be correctly made and properly authorised in accordance with the Committee's direction.
- 13.9. The Co-operative shall as soon as practicable but not later than 6 months after the close of the financial year, submit to the Registrar one copy of the audited financial statements of the Co-operative and the audit report of that year.

14. ORGANISATION AND MANAGEMENT OF THE CO-OPERATIVE

- 14.1. The supreme authority of the Co-operative shall be vested in the general meeting of members, at which every member has a right to attend and to vote provided always that he is not in default to the Co-operative. No member shall vote on any matter in which he is individually interested.
- 14.2. There shall be two types of general meeting, Annual General Meeting and Extra-Ordinary General Meeting.

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- 14.3. Annual General Meeting shall be convened by the Committee and shall be held as soon as practicable, but not later than six months after the end of the financial year, unless the approval of the Registrar has, within the said period of six months, been obtained to extend that period.
- 14.4. An Extra-Ordinary General Meeting shall be convened by the Committee whenever it thinks fit, or on receipt of a requisition for such a meeting signed by at least one-fifth or sixty of the membership, whichever is the less, stating the objects of the meeting.
- 14.5. If the Committee fails to convene a meeting in accordance with By-law 14.4 within one month of receiving the requisition for the meeting, the members making the requisition shall have power to convene the meeting themselves by notice to all members of the Co-operative stating the objects of the meeting and the fact that the Committee has failed to convene the meeting.
- 14.6. The Registrar or his representative may at any time convene a Special General Meeting and may also direct what matters shall be discussed at the meeting.
- 14.7. Notice of every general meeting shall be sent to each member entitled to attend the meeting and to the Registrar at least seven clear days, and in the case of a proposed amendment to the By-laws at least fifteen clear days, prior to the date of the general meeting. The notice shall state the matters for discussion and the resolutions to be proposed and no other subject shall be discussed without the consent of the majority of the members present and voting at such general meeting.
- 14.8. The functions of the Annual General Meeting of the Co-operative are:-
- (a) to confirm the minutes of the last Annual General Meeting and any other intervening general meeting;
 - (b) to consider the auditor's report, the reports of the Committee and any report made by the Registrar or his representative;



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- (c) to approve the financial statements;
- (d) to consider and resolve the manner in which any available net surplus shall be distributed or invested subject to the provisions of the Act, the Rules and the By-laws;
- (e) to consider and adopt any amendments to the By-laws;
- (f) to elect or remove members of the Committee;
- (g) to appoint the external auditors;
- (h) to consider and authorise the payment of allowance or honorarium and provision of other benefits subject to By-law 14.21;
- (i) to consider and determine the maximum amount the Co-operative may borrow subject to the provisions of the Act and the By-laws;
- (j) to write off bad debts; and
- (k) to transact any other general business of the Co-operative of which due notice has been given to members.

14.9. No business shall be transacted at any general meeting unless a quorum of members is present. The quorum necessary for such transaction shall be one-fifth of all members qualified to vote or thirty such members, whichever is the less.

14.9.1. If a quorum is not present within thirty minutes after the time fixed for a general meeting, the members present shall form a quorum, except that a general meeting with such reduced quorum shall not have the power to amend the By-laws and that any resolution passed at the meeting shall not be valid unless it is passed with a majority of two-thirds of the members present.

14.10. Except as otherwise provided in the Act or in these By-laws a question referred to the members present at a general meeting shall be decided by a majority of votes.

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- 14.10.1. In the case of an equality of votes the motion shall be held to be lost. The Chairman shall have no casting vote.
- 14.10.2 In the case of election or removal of officers, voting shall be by secret ballot.
- 14.10.3. Where it is provided in the Act or in these By-laws that a resolution shall be passed by not less than a prescribed majority of the members present and voting at a general meeting, the resolution shall be deemed to be passed if not less than the prescribed majority of the total number of votes are cast in favour of the resolution.
- 14.10.4. In the case of amendment of By-laws, a resolution to amend the By-laws shall be passed either:
- (a) by not less than three-quarters of the total number of votes at the disposal of the members present and voting at a general meeting duly summoned; or
 - (b) if a referendum is held, by not less than three-quarters of the votes returned, provided that the voting papers have been sent to all members of the Co-operative and that the number of returned votes is not less than one-third of the total votes entitlement or five hundred, whichever is the less, and the returned votes are examined and counted under the supervision of the Registrar.
- 14.10.5. No By-law or amendment to a By-law of the Co-operative shall be valid until it has been registered by the Registrar.
- 14.11. Minutes of the general meeting shall be entered in the minute book and shall contain:
- (a) the number of members present at the meeting and the name of the Chairman who presided;
 - (b) the time the meeting commenced and ended; and
 - (c) all resolutions and decisions made at the meeting

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- 14.11.1. The minutes of each meeting shall be read or shall be taken as read if previously circulated at the next meeting and, if confirmed or after amendment, signed by the Chairman of that meeting and the Secretary, and when so signed shall be evidence of anything contained therein.
- 14.12. The control of the affairs of the Co-operative shall be entrusted to a Committee of Management consisting of not less than five and not more than eleven members.
- 14.12.1. All members of the Committee of Management shall be elected triennially at the Annual General Meeting of the Co-operative and shall be eligible for re-election unless otherwise restricted in these By-laws. All motions to table the election or re-election of a member of the Committee of Management must be supported by a member of the Co-operative and seconded by another member of the Co-operative, and the members of the Co-operative supporting and/or seconding such motion shall not themselves be standing for election or re-election at the same Annual General Meeting. In addition, the proposer or seconder must have at least two years of membership with the Co-operative.
- 14.13. No member shall be eligible for membership of the Committee of Management of the Co-operative, to be a key employee, or remain a member of such Committee or a key employee if:
- (a) He is under twenty-one years of age;
 - (b) (i) He is not a citizen of Singapore; or
 - (ii) He is not resident in Singapore subject to Section 60(2) of the Act)
 - (c) He is an undischarged bankrupt;
 - (d) He has been convicted of an offence involving fraud or dishonesty, except with the approval of the Registrar;
 - (e) He has been convicted of an offence under the Act;

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- (f) He has been dismissed as an employee of a co-operative society;
- (g) He has been found to have previously misused or mismanaged the funds of a co-operative society;
- (h) He becomes ineligible under any of the By-laws of the Co-operative;
- (i) He has an outstanding loan in excess of his own paid-up subscription capital and specific deposit; or
- (j) He has been a member for less than one (1) year.

The Committee shall suspend a member of the Committee or a key employee from being a member of the Committee or a key employee, respectively, if any proceedings are instituted against the member of the Committee or the key employee in respect of any offence involving fraud or dishonesty.

14.14. A member of the Committee of Management shall cease to hold office if:-

- (a) He becomes ineligible for membership of the Committee in accordance with By-law 14.13;
- (b) He becomes legally or mentally unsound;
- (c) He gives notice of resignation to the Committee;
- (d) He is removed by a general meeting;
- (e) He fails to be present at three meetings of the Committee within a financial year without satisfactory reasons acceptable to the Committee; or
- (f) He passes away.

14.14.1. A member of the Committee who resigns under By-law 14.14(c) shall not be eligible for election to the Committee until after an interval of not less than one year.

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- 14.14.2. A member of the Committee who ceases to be a member under By-laws 14.14.1(d) and (e) shall not be eligible for election until after an interval of not less than two years.
- 14.14.3. If, during the term of office of the Committee of Management, a vacancy occurs in the Committee, the Committee may, and if the number of members' falls below five shall, co-opt a member of the Co-operative to serve on the Committee of Management until the expiry of the remaining term of office.
- 14.15. The Committee shall, immediately after their election to the Committee and in any case not later than seven days from the date of the general meeting, meet to elect from among themselves a Chairman, a Vice-Chairman, a Secretary, a Treasurer and such other officers as it deems fit.
- 14.15.1. The Committee shall have power to appoint from among themselves or the employees or members of the Co-operative committees or sub-committees to be in charge of the daily efficient functioning of the Co-operative or for any other purposes, which the Committee may deem fit.
- 14.16. The Committee of Management shall represent the Co-operative before all competent public authorities and in all dealings and transactions with third persons, with power to institute or defend suits brought in the name of or against the Co-operative and, in general, direct and supervise the business and property of the Co-operative and shall exercise all the necessary powers to ensure the full and proper administration and management of the affairs of the Co-operative, except those powers reserved for the general meeting of members and subject to any restrictions duly laid down in a general meeting or in the By-laws.
- 14.16.1. Without limiting the generality of By-law 14.16.1, the duties and powers of the Committee of Management are:
- (a) to consider and approve or reject applications for membership of the Co-operative;

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- (b) to call for and regularly examine reports from sub-committees or officers or employees which will disclose the true position of the Co-operative, its operations and financial conditions;
- (c) to appoint committees and sub-committees;
- (d) to keep members informed of the progress of the Co-operative and encourage interest and a sense of ownership on the part of the members;
- (e) to prepare and present to the Annual General Meeting of the Co-operative a proposal for the distribution of any net surplus accrued during the preceding financial year, in accordance with the Act and the By-laws;
- (f) to make a report to the Annual General Meeting of the work of the Committee during the preceding financial year with such recommendations as they deem necessary to maintain or improve the service provided by the Co-operative to the members;
- (g) to consider and take immediate action on matters reported by the Registrar, the audit committee or the auditor;
- (h) to present to the Annual General Meeting of the Co-operative an annual report on the activities of the Co-operative during the preceding financial year, together with the audited financial statements of the Co-operative and the auditor's report for the year;
- (i) to exercise any or all of the powers conferred in these By-laws;
- (j) to sanction additional expenditure up to a maximum, as may be prescribed by members at a general meeting, in excess of the approved budget for any one year and
- (k) to carry on the business of the Co-operative generally and to frame rules for the conduct of such business as may be necessary.

14.16.2. A full and correct record shall be kept of all proceedings of the Committee in carrying out their duties, and the records shall be available for inspection by the Registrar and by the auditor.

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- 14.16.3. The Committee may appoint, on such terms and conditions as it thinks fit, a Manager to administer and manage the affairs of the Co-operative and may employ such other persons as the Committee considers necessary to assist the Manager in the discharge of his duties. Where a full-time Manager is appointed, any or all duties of the Secretary or Treasurer, or both may be delegated to such Manager and where all duties of the Secretary or Treasurer, or both are so delegated the Co-operative may operate without electing a Secretary or a Treasurer, or both. The offices of the Secretary and Treasurer may be held by one and the same person.
- 14.17. The Committee shall meet as often as the business of the Co-operative may require and in any case not less frequently than once in every three months. Notice of every meeting of the Committee shall be sent to each member of the Committee at least 7 clear days prior to the date of the meeting.
- 14.18. The quorum for a meeting of the Committee shall be half of the number of its members. Decisions shall be taken on a simple majority of votes. The Chairman shall have no casting vote. No member of the Committee shall vote on any matter in which he is individually interested.
- 14.19. Minutes of Committee meetings shall be recorded by the Secretary in the minute book and shall include:-
- (a) the number and names of those present;
 - (b) the name of the chairman of the meeting; and
 - (c) a brief record of business done and decisions taken including whether each decision was taken unanimously or by a majority.
- 14.20. In the conduct of the affairs of the Co-operative a member of the Committee shall at all times act honestly and use reasonable diligence in the discharge of the duties of his office.

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- 14.20.1. Where the Committee has appointed a person as a manager or a committee or sub-committee to administer and manage the affairs of the Co-operative, such appointment shall not absolve the Committee from its responsibility for the proper direction of the affairs of the Co-operative.
- 14.21. A member of the Committee of Management, who is not an employee of the Co-operative, may receive an honorarium or allowance (but not both) and other benefits from the Co-operative provided that the payment of an honorarium or allowance and the provision of any such benefits are authorised by a resolution to that effect passed by a general meeting of the Co-operative.
- 14.22. No member of the Committee shall, during their term of office, be granted loans in excess of their paid-up subscription. He shall not be allowed to stand as a surety for any loan.
- 14.23. A member of the Committee who is in any way, whether directly or indirectly, interested in a transaction or proposed transaction with the Co-operative shall as soon as practicable after the relevant facts have come to his knowledge declare the nature and extent of his interest at a meeting of the Committee.
- 14.24. A member of the Committee who holds any office or possesses any property whereby, whether directly or indirectly, duties or interests might be created in conflict with his duties or interests as a member of the Committee shall declare at a meeting of the Committee the fact and nature, character and extent of the conflict. The declaration shall be made:
- (a) after he becomes a member of the Committee; or
 - (b) if he is already a member of the Committee, then after he commenced to hold office or to possess the property,
- as the case requires.

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- 14.25. The Secretary shall record every declaration made pursuant to By-laws 14.23 and 14.24 in the minutes of the meeting at which the declaration was made.
- 14.26. The duties of the Chairman shall include the following:-
- (a) to preside at all meetings of the Committee and if necessary, at the general meeting of the Co-operative;
 - (b) to sign the minutes of all meetings at which such minutes are confirmed in token of their correctness;
 - (c) to exercise general supervision over the officers and employees of the Co-operative;
 - (d) to represent the Co-operative on any purposes as the Committee may decide;
 - (e) to certify or sign appropriate documents, returns and statements required under the Act, the Rules, the By-laws or the direction of the Committee;
 - (f) to serve on appropriate committees and sub-Committees constituted by the Committee; and
 - (g) to perform such other duties specified in these By-laws or entrusted to him by the Committee.
- 14.26.1. In the absence of the Chairman, his duties shall be carried out by the Vice-Chairman or in the absence of both the Chairman and the Vice-Chairman, by any other person elected by a majority of those present at that meeting.
- 14.27. The duties of the Secretary shall include the following:-
- (a) to maintain, correctly and up-to-date, all the records, papers and registers of the Co-operative;
 - (b) to keep an inventory of the property belonging to the Co-operative;



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- (c) to sign on behalf of the Committee and conduct its correspondence;
- (d) to summon and attend the general meetings and meetings of the Committee and to record the proceedings of such meetings in a minute book;
- (e) to have custody of the common seal of the Co-operative;
- (f) to submit all minutes of meetings and such information, returns and statements required under the Act or called for by the Registrar within the prescribed period; and
- (g) to conduct the ordinary business of the Co-operative and perform all the duties entrusted to him by the Committee or specified in these By-laws;

14.28. The duties of the Treasurer shall include the following:

- (a) to take charge of all financial transactions of the Co-operative including all monies received by the Co-operative from a bank, member or others and to make disbursements in accordance with the directions of the Committee;
- (b) to prepare or cause to be prepared all receipts, vouchers, financial statements and documents required by the By-laws or called for by the Committee;
- (c) to be responsible for the proper and punctual keeping of all the accounts and books of accounts of the Co-operative; and
- (d) to perform all the duties entrusted to him by the Committee or specified in the By-laws.

14.29. The duties of the Manager shall include the following;

- (a) to manage the business and property of the Co-operative;



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- (b) to attend all meetings of the Co-operative and of the Committee and to carry out all the instructions of the Committee;
- (c) to record or cause to be recorded the whole of the transactions of the Co-operative in the books prescribed for that purpose; and
- (d) to perform all or any of the duties of the Secretary or Treasurer as may be entrusted to him by the Committee.

14.30. The offices of Chairman and Manager shall not be held by one and the same person.

15. BOOKS, DOCUMENTS AND SEAL OF THE CO-OPERATIVE

15.1. The following books and documents shall be kept:-

- (a) Register of members and their nominees;
- (b) Register of members' liabilities as borrowers and sureties;
- (c) Cash Book;
- (d) Journal and ledgers;
- (e) Copy of the Act, the Rules and the By-laws;
- (f) Minute Books;
- (g) Register of Subscriptions and Specific Deposits;
- (h) Inventory of the Co-operative's Assets;
- (i) Administrative policies and rules governing the different funds of the Co-operative; and
- (j) Any other books and documents that may be found necessary or prescribed by the Registrar.

15.2. The Co-operative shall keep a copy of the Act, the Rules, the By-laws and a list of members of the Co-operative open to inspection by its members free of charge, at all reasonable times at the registered address of the Co-operative.

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15.3. The Co-operative shall have its own common seal of a design approved by the Committee. All bonds, contracts and important documents shall be sealed with the seal of the Co-operative. The seal shall not be affixed to any document except with the authority of the presence of at least three officers authorised by the Committee, who shall affix their signatures to every document so sealed.

16. THE AUDITORS

16.1. Subject to Section 33(1) and (2) of the Act, the books and accounts of the Co-operative shall be audited by an external auditor once at least in every year. The auditor shall inspect and audit the accounts and other relevant records of the Co-operative and shall forthwith draw the attention of the Registrar and the Co-operative to any irregularity disclosed by the inspection and audit that is, in his opinion, of sufficient importance to justify his so doing.

16.2. The external auditor shall report:-

- (a) whether the financial statements give a true and fair view of the financial transactions and the state of affairs of the Co-operative;
- (b) particulars of non-compliance with any accounting standard or requirement referred to in section 34(5) of the Act, the reasons and effects of the non-compliance, and such other information and explanation as will give a true and fair view of the financial transactions and the state of affairs of the Co-operative; and
- (c) such other matters arising from the audit as he considers should be reported.

16.3. The external auditor shall state in his report whether:

- (a) proper accounting and other records have been kept;
- (b) the receipt, expenditure and investment of monies and the acquisition and disposal of assets by the Co-operative during the year have been in accordance with the Act, the Rules and these By-laws.

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- 16.4. The external auditor may at any other time report to the Registrar, the audit committee and the Co-operative upon any matters arising out of the performance of the audit.
- 16.5. The audit of the accounts shall include an examination of and report on overdue debts, if any, and an examination of and report on the valuation of the assets and liabilities of the Co-operative.
- 16.6. The external auditor has the right to appear and be heard at any meeting of the audit committee and shall appear before the audit committee when required to do so by the audit committee.
- 16.7. An external auditor shall have the powers prescribed under the Act. The appointment of the external auditor shall not exceed five (5) consecutive years.

17. AUDIT COMMITTEE

- 17.1. An audit committee shall be appointed by the Committee from among themselves and shall be composed of at least 3 members who shall be independent of the Co-operative in the manner prescribed in the Rules.
- 17.2. If a member of the audit committee resigns, dies or for any other reason ceases to be a member with the result that the number of members is reduced below 3, the Committee shall, within 3 months of that event, appoint such number of new members as may be required to make up the minimum number of 3 members.
- 17.3. The functions of the audit committee shall be:
- (a) to review:
 - (i) with the external auditor, the audit plan;
 - (ii) with the external auditor, his audit report;
 - (iii) the assistance given by the officers of the Co-operative to the external auditor;
 - (iv) the scope and results of the audit procedures; and



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(v) the balance-sheet and income and expenditure statement of the Co-operative and, if any, the consolidated balance-sheet and income and expenditure statement submitted by the Society's subsidiary;

(b) nominate a person or persons as external auditor; and

(c) any other functions as may be agreed to by the audit committee and the Committee.

17.4. Upon the request of the external auditor, the chairman of the audit committee shall convene a meeting of the audit committee to consider any matter the external auditor believes should be brought to the attention of members of the Committee, or the members, of the Co-operative.

17.5. The audit committee may regulate its own procedure and, in particular, the calling of meetings, the notice to be given of such meetings, the voting and proceedings thereat, the keeping of minutes and the custody, production and inspection of such minutes.

18. PRESIDENT AND VICE-PRESIDENT

18.1. The Committee shall invite one or more reputable citizens to fill the positions of President and Vice-Presidents of the Co-operative without election. They shall be honorary members of the Co-operative and shall advise the Committee on its general administration. They shall not be granted loans, nor share in the profits, nor be called upon to subscribe to the funds of the Co-operative. They shall have a right to attend all meetings of the Co-operative and the Committee. They shall have no financial responsibility or liability in respect of the debts of the Co-operative. The President shall preside at all meetings of the Co-operative when present. In his absence, the Vice-President shall preside when present.

**BY-LAWS****19. GENERAL**

- 19.1. Every member shall keep the Secretary informed of any changes in his address. All notices posted or sent to their last known address shall be deemed to be duly served.
- 19.2. Disputes concerning requirements of the Act relating to the constitution, election of officers or conduct of general meetings may be referred to the Registrar in the manner provided in the Act.
- 19.3. These By-laws are supplementary to the provisions of the Act and the Rules. The Co-operative shall be governed by the Act, the Rules and the By-laws read together. Nothing in these By-laws shall have any power to limit the authority of the Registrar.
- 19.4. The By-laws of the Co-operative shall, when registered, bind the Co-operative and the members thereof to the same extent as if they were signed by each member and contained covenants on the part of each member of himself and his personal representatives to observe all the provisions of the By-laws.
- 19.5. No act of the Co-operative or the Committee or any officer shall be deemed to be invalid by reason only of the existence of any defect in the constitution of the Co-operative or of the Committee or of any sub-committee or in the appointment or election of an officer or on the ground that such officer was disqualified for his appointment.