



# BYE - LAWS (Revised May 2024)

# The Club's Bye-Laws Rules Effective from May 2024

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### Bye-Laws Valid from 03 May 2024

#### SINGAPORE POLO CLUB BYE-LAWS

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## **Bye-Laws Valid from 03 May 2024**

### **A. GENERAL**

#### **1. Definitions**

- i) "Club" shall mean the Singapore Polo Club.
- ii) "Club Premises" shall mean No. 80, Mount Pleasant Road, Singapore 298334 and any other premises leased or any other premises under the Club's control.
- iii) "Committee" shall mean the Committee of the Club.
- iv) "Member" shall include Honorary Members, Honorary Life Members, Charter Member, Charter Polo Playing Member, Family Member, Term Member, Clubhouse Member, Regular Individual Member, Regular Corporate Member, and Charter Corporate Member.
- v) "Manager" shall mean such a General Manager or Management Company or Officer or person, contracted by the Committee to manage the Club from time to time.

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## 2. Bye-laws

- i) The Committee may, at any time and at their discretion add, vary, suspend, amend or revoke any of the bye-laws.
- ii) All bye-laws shall be binding on each member.
- iii) All members shall comply with all rules, regulations and policies as are laid out in such notices displayed at the Club Premises, made available on the Club's website or electronically sent to members.

## 3. Opening Hours

The Club shall be open on all days of the week except any day designated as a Rest Day. Unless otherwise advised to members by the Committee, the opening hours shall be;

— The Polo Bar and The Verandah

- 8.00 am – 11.00 pm

— The Mountbatten Room

- 6.00 pm – 10.30 pm (Mondays to Fridays)
- 12 pm – 10.30 pm (Saturdays and Sundays)

--- Poolside Kitchen

- 8.00 am to 10.00 pm (last food order at 9.30 pm)

--- The Paddock (Bistro Bar)

- 8.00 am – 10.30 pm (last food order at 9.30 pm)

--- Private Dining Room

- 8.00 am -10.30 pm

--- Chukka Bar

- 5.30 pm – closing. Closing time as advised by the caterer from time to time on Tues, Thurs, Sat & Sun

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- Club Rooms
  - Check In 3.00 pm
  - Check Out 12.00 noon
  
- Tennis Courts
  - 7.00 am – 10.00 pm
  
- Swimming Pool
  - 7.00 am – 9.00 pm
  
- Gymnasium
  - Mon to Fri 7.00 am to 9.00 pm
  - Sat, Sun & Public Holidays 8.00 am to 8.00 pm
  
- Riding Arena and Trails
  - 7.00 am – 7.00 pm
  
- The Polo Loft
  - Tue to Fri 10.00 am to 6.00 pm
  - Sat & Sun 9.00 am to 6.00 pm
  - Mon & Public Holidays Closed
  
- Reception
  - Sun to Thu 7.30 am – 9.30 pm
  - Fri & Sat 7.30 am – 10.00 pm

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## 4. Club Crest and Ties

The Committee shall have sole control of the use of the Club Crest, and only with the authority of the Committee may it be used on a tie, as a badge, or in any other manner

## 5. Liability and Indemnity

The Club, its employees, officers, servants and agents shall not be liable for the death of or any injury or disablement (Whether permanent or otherwise) to any horse or person or damage to any property or any direct or indirect loss, cost, expense or damage arising from or in connection with the use of the Club's premises or facilities, or any livery arrangements or agreements made with any member under these Bye-laws or otherwise arising out of its obligations hereunder.

Without prejudice to the aforesaid, the member shall indemnify and save harmless the Club, its officers, employees, servants or agents from any claims, actions, proceedings, demands, loss, damages, costs and expenses sustained or incurred by the Club arising out of or in connection with any act or omission of any member in relation to the use of the Club's premises or facilities any livery arrangements or agreements made with the Club under these Bye-laws.

All conditions, representations, warranties or other terms relating to the livery and which are implied by statute or common law are hereby excluded to the fullest extent permitted under these Bye-laws.

The Charter Member's rights or obligations relating to the livery shall not be assigned or transferred (whether in whole or in part) except with the prior written consent of the Club.

The member shall be responsible for taking out appropriate insurance coverage in respect of the horses owned by them.

The Club shall not be responsible or held liable in any way whatsoever for: -

- a. any accident, injuries or fatality to any member, their children, spouse, family, Guests or their Guests' children occurring within the Club's premises or at Club events unless caused by the negligence of its employees.
- b. damage to property of any persons using the Club's premises or facilities.



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## 6. Discipline and Complaints

The employment, dismissal and allocation of duties for all Club employees are solely at the discretion of the Committee.

Members are, in no circumstances, permitted to reprimand Club servants, or to give them any instructions beyond normal requests concerning hospitality services and services concerning horses owned or leased or ridden by the member.

Under no circumstances should Members use any threatening, abusive or insulting words or behaviour against any Club employee or Club Committee member. Such conduct shall be dealt with disciplinary action which could result in a one (1) up to (12) weeks suspension from the Club.

With regards to any disputes between members and Club employees or Club Committee members, the Club will set up a Mediation Council to resolve disputes internally in order to prevent such issues from going to court. Applications for mediation shall be addressed to the Honorary Secretary. Members who fail to apply for mediation before filing civil suits against the Club employee, Club Committee member or the Club may be deemed in breach of Rule 23 and face suspension or expulsion.

The staff of the Club has no power to deviate from the Club's Constitution, Bye-laws, Rules and Standard Procedure Instructions. Members must, in no circumstances, request them to do so. Sole discretion lies with the Committee to whom any request or complaint must be submitted in writing to the Honorary Secretary, in accordance with the Constitution.

Queries and complaints concerning stable management should be directed in the first instance to the Honorary Secretary. Members should at all times be courteous to all Club employees.

## 7. Tipping of Staff

No member or guest shall give tips or gratuity to a Club staff without the permission of the Committee.

## 8. Correspondence

All correspondence must be addressed to the Honorary Secretary of the Club. The Club shall not accept responsibility for non-delivery of notices or account for any reason whatsoever.

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## 9. Notices

No notice may be posted anywhere on the Club's premises without the prior permission from the Committee.

## 10. Removal / Damage / Loss of Club Property

- i) Members and their Guests are required to respect Club property and the Club's environment. No property, flowers, shrubs or plants may be removed from the Club's premises except with the expressed permission of the Committee.
- ii) Members, their Guests and Room Guests found removing or damaging Club property will be dealt with at the discretion of the Committee and will be required to make good the costs for such damages/losses.

## 11. Pandemic and Government advisories

The members and their guests to adhere to safe distancing measures put in force by the relevant government advisories at any such time to prevent and control the spread of any pandemic diseases (such as Covid-19).

## 12. Members Prohibited from Offering or Providing Paid Service

Members are prohibited from offering or providing paid services at the Club (e.g. teaching of riders or schooling of horses), unless the Committee decides otherwise and gives its permission in writing.

## 13. Sale of Alcoholic Drinks

Bar Chits are available at the bar for the purchase of drinks and other items from the bar. All members shall sign such bar chit for their purchases and write his account number clearly in the space provided. It is the responsibility of members to ensure that they sign for their purchases.

Children below the age of 18 (eighteen) years will not be served alcoholic drinks and shall not sit or stand at the bar after 6:00 pm.

## 14. Bicycles, Scooters, E-wheels, Skateboards, In-line Skates, Football, etc

Bicycles, scooters, E-wheels, skateboards, roller skates and the like must not be used near any riding arenas, on footpaths nor in the Clubhouse Premises, unless prior permission of the Committee has been obtained. E-wheels may be used for the purpose of E-wheels polo in the Club designated areas as set out in Atoms polo rules and guidelines.

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Football matches and other games may not be played in the Club Premises except on authorized pitches and with permission from the Committee as conveyed by the General Manager.

## 15. Dogs

- i) All dogs which are brought onto Club Premises must be kept under control. They must be kept on a lead when riding and Polo are taking place and in the vicinity of horses and in the stable area. The Committee may bar specified dogs from the Club Premises.
- ii) Dogs are strictly not permitted within the Clubhouse, swimming pool area, tennis courts, and when activities are in progress in the riding and polo arenas.

## 16. Children

- i) Children are welcome at the Club. The safety, welfare and behaviour of children in the Club are at all times the responsibility of their parents, appointed guardians or the member accompanying them on the Club's Premises.
- ii) Stable areas: Children below 12 (twelve) years of age must be accompanied by their parents, appointed guardians or the member while visiting the stable areas and proper attire must be worn at all times. Their parents, appointed guardians or the member accompanying them on the Club's Premises, including stable areas shall be responsible for their compliance with the Rules, Bye-laws of the Club.
- iii) Swimming Pool: All children must be supervised by an adult, be it the parent, the appointed guardian or the member at all times while at the pool or poolside. The Club and the Committee shall not be responsible for any incidents under any circumstances whatsoever.
- iv) Children below 10 (ten) years of age must always be accompanied by an adult, be it the parent, the appointed guardian or the member, with the exception of children attending events organized by the Club for children.
- v) Gym: No Children below 4 (four) years of age are allowed in the Gym unless they are attending group classes in the private room for activities such as karate, martial arts, dance, kids yoga etc as per classes arranged by the gym operator.
- vi) Gym: Children from 12 to 15 years of age may use the Gym provided that they are accompanied by an adult/parent/guardian or Club appointed personal trainer at all times.
- vii) Chukka Bar: Children below 12 (twelve) years of age are not allowed at the Chukka Bar located on the ground level or in the vicinity that may cause a danger to the child or a horse when horses are on the track or on the polo field.

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- viii) Consumption of alcohol: Children below 18 (eighteen) years of age are strictly not allowed to consume alcohol on the Club's Premises.

## 17. Guests

- i) The names of the members' Guests and such particulars as are required by the Committee must be entered in the Guest Book at the reception desk. Members are responsible for the behaviour of their Guests at the Club and their compliance with the Club's Rules and Bye-laws.
- ii) Members may invite such number of Guests as allowed under the Bye-laws to the Club. Members must accompany their Guests at all times and shall be responsible for their behaviour and conduct while on the Club's premises. Guest must be signed in by the member when utilizing facilities at the Club.
- iii) A Guest Fee set at the discretion of the Committee will be charged for the use of facilities such as Gym, Tennis, Aerobics, Swimming Pool and riding and polo facilities, and may vary according to which facilities are used. The Guest Fee does not include charges for consumption of food and beverages.
- iv) A Guest Fee will not be imposed at the Bar, Restaurant or the Lord Mountbatten Room.
- v) The member shall be responsible for any damage caused by their Guest and the member shall indemnify and keep the Club fully indemnified against any claim's proceedings, losses, injuries or costs against or suffered by the Club arising from any actions whatsoever of the Guest whether directly or indirectly.
- vi) Guests may be asked to leave the Club's premises by any member of the Committee or the Manager if their behaviour or conduct causes annoyance to other members.

## 18. Spouse & Children

- i) A member's spouse and children who are not Family Members are included in the term "Guest".

## 19. Disturbance & Distress to Others

- i) Members' Guests shall at all times conduct themselves with decorum and observe courtesy and rules of etiquette while on the Club Premises.
- ii) Any member or member's Guest, who causes distress or disturbance to others anywhere on the Club's Premises and/or facilities, will at the discretion of the Committee be asked to leave the Club's premises and/or be subject to disciplinary action accordingly.

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## 20. Newspapers, Magazines & Periodicals

- i) No newspapers, magazines, periodicals or books that are the property of the Club may be removed from the Club's Premises save for the Club's in-house magazine and promotional brochures which may be removed from the Club for the reading pleasure of members and their Guests.
- ii) Members and their Guests are requested to return the newspapers, magazines, periodicals or books to their proper places after reading.

## 21. Lockers

- i) A limited number of lockers are available on a first-come-first-serve basis at the Club's Changing Rooms at a charge per month or such other cost as the Committee may decide from time to time.
- ii) The Club and the Committee will not be responsible for the loss or damage of members' and their Guests' personal articles which have been placed into the lockers.
- iii) The members shall be required to pay for any damages to the locker and for the loss of the locker key to which they have been assigned.
- iv) Members shall place their belongings and other effects in the locker at their sole risk.
- v) Members are advised against placing any valuables in the lockers.

## 22. Car Park Labels and Car Parks

- i) Each married member or nominee of a Charter Corporate Member is entitled to 2 (two), and each single member or nominee of a Regular Corporate Member is entitled to 1 (one) free car park label(s) for car(s) owned or used regularly by him or a member of his family.
- ii) A member or nominee of a Corporate Member may apply for an additional car park label and shall furnish with the application such applicable fee, evidence of ownership and reasons as the Committee may require.
- iii) Members are responsible for the car park labels issued to them. These labels must be returned to the Club when they dispose of their car(s) or when they cease to be members of the Club.
- iv) Members shall display the car park labels on the front windscreen of their cars and shall park their cars properly in designated lots or as directed by any Club employee or security personnel.
- v) Disciplinary action may be taken against members parking in reserved lots or in an irresponsible manner or in such a manner as to obstruct traffic or in any manner contrary to these Bye-laws.

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- vi) Car park attendants/security personnel shall have the power to direct the parking and movement of all vehicles in the car parks.
- vii) Marked parking lots may be reserved or designated for Club officials. Members driving their own cars must park in accordance with the directions given on displayed notices and in the parking lots designated for members. All cars must be driven very slowly in the area of the Clubhouse and stables and in the vicinity of horses. Members' cars must display the Club's current car decal/labels when parking in members' parking lots.
- viii) Members/guests' cars are not allowed to park overnight at the Club's carpark unless the cars are not mechanically functionable or the members/guests are unable to drive due to sickness/ intoxication. The Club's management office is required to be notified with the car owners contact details to be provided.
- ix) The Club shall not be responsible or held liable in any way whatsoever for any loss of or damage to Members/guests cars, any personal belongings or any other effects left in the car or at the Club.

## 23. Security

- a. Members should lock their cars and not leave valuables conspicuously inside them. The Club and the Committee accepts no liability for losses or damages. No valuables should be left in the changing rooms.

## 24. Changing Rooms

Members and their Guests are to utilize the Changing Rooms for changing into and out of their sports or swimming attire.

## 25. Pool Towels

- i) The Club's towels may only be used within / around the pool premises and changing rooms.
- ii) Each member is entitled to one towel each.
- iii) Extra towels will be charged at a prevailing guest fee.
- iv) Each member's Guest/Room Guests will be entitled to one towel upon payment of the Guest Fee.
- v) A fee determined by the Committee will be imposed for the loss or non-return of each towel.

## 26. Swimming & Wading Pools and Surrounding Area

- i) All users must shower before entering the pools.
- ii) No user with skin infection, open wounds or health problems which will pose a hazard to other users or themselves will be permitted to enter the pools.

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- iii) No smoking or consumption of food and beverage is allowed whilst inside the swimming pools.
- iv) Users are requested to remove all forms of lotions and oils before entering the pool.
- v) Footwear is not allowed beyond the drainage channel around the perimeter of the pool.
- vi) Coaching and other swimming recreational activities can only be conducted by the Club and by coaches approved by the Club.
- vii) The Club shall not be responsible or held liable in any way whatsoever for:-
  - a) any accident, injuries or fatality to any member, their children, spouse, family, Guests or their Guests' children.
  - b) for any loss of or damage to any personal belongings or any other effects left in the Club.
- viii) Members are advised, for their own safety, to leave the Swimming Pool during thunderstorms and shall do so if requested by any member of the Committee or the Manager.
- ix) Members introducing Guests must enter the names of their Guests and such other particulars as may be required from time to time into a Guest Book provided for the purpose before using the Swimming Pool. The Guest Fee payable shall be determined by the Committee from time to time.
- x) Members who fail to register their Guest(s) before their Guests(s) use the facilities of the Swimming Pool shall be double-charged.

### 27. The Gym

- i) The Gym is only for the use of members, their Guests and Room Guests.
- ii) Member's Guest and Room Guests will be charged a Guest Fee at prevailing rate per usage, as may be determined by the Committee from time to time.
- iii) No Children below 4 (four) years of age are allowed to use the Gym unless they are attending group classes in the private room for activities such as karate, martial arts, dance, kids yoga etc as per classes arranged by the gym operator.
- iv) Children from 12 to 15 years of age may use the Gym provided that they are accompanied by an adult/parent/guardian or Club appointed personal trainer at all times. Children have to be at least 15 (fifteen) years old to use the weights.
- v) Appropriate sporting attire and shoes must be worn.
- vi) Members are required to handle the equipment with care.
- vii) The Club and the Committee will not be held responsible for any injury and illness caused by the use of the facilities/services under any circumstances whatsoever.
- viii) Before using The Gym, members should consult their gym instructors as to the proper usage of the equipment and to undergo a mandatory fitness assessment to ensure that they are well versed in the specific limitations they may have.
- ix) Members who have medical or health problems and pregnant members are strongly advised to consult their doctors prior to their participation in the Gym.

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- x) Coaching can only be conducted by the Club's appointed coaches or trainers.
- xi) No smoking in the Gym.
- xii) No food and beverage may be brought into or consumed in the Gym.
- xiii) The Club and the Committee shall not be responsible to any members and Guest using the Gym whether for any injuries or illness whatsoever or loss or damage to their property in any circumstances whatsoever.
- xiv) Before using the Gym, all members and Guest shall agree to the terms and sign a letter of Indemnity, a copy of which is available at the reception desk at the Gym.

### 28. Tennis

- i) Reservation must be made by a member and may be made not more than 7 (seven) days before the date of play. Each reservation shall not exceed 1 (one) hour.
- ii) Reservations are on a first-come-first serve basis.
- iii) An hourly rate as may be determined by the Committee from time to time is chargeable.
- iv) Members' Guests will be charged with a Guest Fee at a rate as may be determined by the Committee from time to time.
- v) Children below 12 (twelve) years of age must be accompanied by an adult.
- vi) Coaching and lessons may only be conducted by the Club's appointed coaches.
- vii) Appropriate sporting attire and non-marking shoes must be worn.
- viii) Rackets and balls are to be provided by the member.
- ix) Food and beverage may not be consumed in the courts.
- x) No smoking in the court.
- xi) Reservations may be made via telephone, electronically, or personally at the Reception Counter on such days or such period as the Committee shall in their discretion, stipulate.
- xii) Any cancellation of the reservation must be notified to the Club at least 24 hours before the reserved time of play, failing which the full charges shall be applicable. A court which is not taken up 15 minutes after the reserved time will be deemed to have been cancelled without notice and the Club shall have the liberty to release the court for play to other members.
- xiii) The Committee may at any time by notification on the Club's notice board, reserve all or any of the courts for the purpose of holding tournaments, inter-club matched or other Club functions.
- xiv) Members will be liable for any damage caused by them or their Guests to the courts and property adjoining or around the courts.
- xv) Players play on the Club's courts at their own risk and the Club and the Committee shall not be responsible or liable for any injury, damage or loss howsoever suffered or caused at the Club's premises.
- xvi) Room guests are entitled to book the use of tennis courts at the prevailing rate.



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- xvii) For the safety of riders, especially the young riders in the covered arena; usage of the tennis courts for any purpose other than tennis is strictly prohibited unless prior approval has been obtained from the Club's management.
- xviii) The Committee reserves the rights to vary the procedures and arrangements herein or for making reservations of the courts as they may deem necessary for the member's benefit and enjoyment of the game.

## 29. Aerobics Room

- i) Appropriate aerobics/dance attire and shoes must be worn.
- ii) The Club and the Committee will not be held responsible for any injury and illness caused by the use of the facilities/services under any circumstances whatsoever.
- iii) Members who have a medical or health problem will not be allowed to utilize the facilities/services unless they can demonstrate that their participation will not result in potential harm to themselves and other participants.
- iv) Members who are unsure of their medical condition with regard to participation in the Club's aerobics/dance programmes, should consult their own doctor before participating in any programme.
- v) Classes may only be conducted by the Club.
- vi) No smoking in the Aerobics Room.
- vii) No food and beverage may be brought into or consumed in the aerobics/dance studio.

## 30. Suggestions and Complaints

Members should direct their suggestions and complaints in writing addressed to the Honorary Secretary.

## 31. Dining and Drinking

Members may not bring their own food and drinks to the Club without specific permission from the Committee which will only be granted in exceptional circumstances.

## 32. Domestic Helpers

- i) Domestic helpers shall be appropriately attired at all times and may only be brought into the Club by Members for the purpose of accompanying or supervising their children below age 16 (sixteen), physically disabled or elderly family members with mobility problems. They are also allowed to look after Members' dogs. Members are required to enter the names of their domestic helpers in the Guest Book at the reception desk if the member is present.

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For members whose domestic helpers regularly come to the Club, the member may apply to the Club for exemption to write in the guestbook each time.

- ii) Domestic helpers may not be brought into the Lord Mountbatten Room nor the Bar and adjacent Verandah.
- iii) Domestic helpers shall not do any work around the stables, including grooming or washing the horses, cleaning tack, cleaning areas around the stables.
- iv) The Member is responsible for the welfare of his/her domestic helper when on the Club's Premises.
  - v) Domestic helpers are not allowed to use the pool or other sports facilities, or ride horses while accompanying the Member or their family members. They may not loiter around the Club's Premises without being accompanied by the member or their respective families.
- vi) Any member who brings a domestic helper on to the Club's premises shall be responsible for their behaviour and conduct while on the Club's premises and for their compliance with the Club's Rules and Bye-laws. The member shall be responsible for any property damage caused by their domestic helper. The member shall indemnify and keep the Club (or its officers and employees) fully indemnified against any claims, actions, proceedings, demands, losses, damages, costs and expenses sustained by the Club (or its officers and employees) arising out of or in connection with any act or omission of the domestic helper.

## 33. Clubhouse Verandah & Stables

The following forms of dressing/ attire will not be allowed at the Clubhouse Verandah and Stables:

- i) Swim-wear and wet attire.
- ii) Strictly no barefoot or open toes around the stables or when handling horses.

## 34. Designated Smoking Areas

Smoking throughout the Club is not permitted, except at designated smoking areas and in compliance with the relevant authority's advisory.

## 36. Goods and Services Tax (GST)

- All prices and fees are subject to prevailing GST.

# The Club's Bye-Laws Rules Effective from May 2024

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## **Bye-Laws Valid from 03 May 2024**

### **B. MEMBERSHIP**

#### 1. Absent Membership

- a) Every application to be an Absent Member is subject to approval by the Management Committee.
- b) Any member intending to apply to be an Absent Member must settle his outstanding account before making the application and return his membership card and car decal with his application. For first application, advance payment of 3 (three) years of annual absentee subscription fee is required. Thereafter, renewal is on a yearly basis.
- c) Any member applying for Absent Membership must provide satisfactory evidence such as an official company's letter or any other letter that indicate his relocation with an overseas address to support the application.
- d) To be eligible for the absent status, member must be absent from Singapore for a consecutive period of not less than 1 (one) year and must not keep a pony at the Club.

#### 2. Absent Members Returning To Club

- a) Absent Member would need to notify the Club 2 (two) weeks in advance before returning, either via email or official letter.
- b) For a member returning to the Club for less than a month, he/she will be issued temporary passes, indicating visiting period. The membership account will not be activated and he/she will have to pay all charges/expenses by Cash/Nets/Credit Cards at the restaurant as credit is not allowed.
- c) For a member returning for more than a month, he/she is to submit the completed 'Application To Reactivate Membership' and 'Member's Information Update Form (Under List of Absent)'. Member would be issued original membership card and monthly subscription will be charged to his/her account.
- d) If an Absent member brings any guest to the Club for use of facilities (except GYM), normal guest fees are applicable.
- e) At the end of the visiting period, the Absent member must return his/her temporary pass / original membership card to Membership department.
- f) Absent member can only return to utilize the Club facilities for not more than a total of 14 (fourteen) days in one calendar year.

# The Club's Bye-Laws Rules Effective from May 2024

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## 3. Social Media

Members are not allowed to post any unverified or negative comments on the Club's social media platforms. Members must check their sources before posting and should post constructively. Photographs or videos may be posted on the Club's social media platform only with the Club's consent.

Members who fail to comply with this byelaw and post comments that are detrimental to the image of the Club, or that brings the Club into disrepute, shall be subject to disciplinary action in accordance with the Rule 23 of the Constitution.

## 4. False information

Members are prohibited from spreading false information which causes unnecessary toxicity within the Club. Members are cautioned not to make defamatory remarks against the Club's employees and any Committee member holding office. Anyone found doing so or using vulgarities, being rude, verbally abusive, or causing harassment in any form shall be subject to disciplinary action in accordance with Rule 23 of the Constitution.

## 5. Accounts

### a. Bills

No member may make any adjustments or alteration to his bill. All bills must be paid in full; if any amounts are in dispute then a letter should be addressed to the General Manager stating clearly the grounds for contesting any change on the account. If the member remains dissatisfied after receiving the General Manager's reply, he may appeal in writing to the Honorary Secretary and the matter will then receive the consideration of the Committee. Deductions made by members are not permitted.

### b. Deposits

Members may be required to keep a Deposit with the Club equivalent to 2 (two) months' total charges. The deposit which is obligatory is designed to ensure that members' accounts are kept in credit and the amount is at the discretion of the Committee. As stated in the Constitution, should any member's account not be settled in accordance with the Constitution the Committee may withdraw the privileges, excluding care of own horses, of the Club until credit has been re-established. Notwithstanding any Deposit held in a member's name, the provisions of Rule 28 of the Constitution shall apply.

# The Club's Bye-Laws Rules Effective from May 2024

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Members who allow their accounts to be overdue (i.e. over thirty days) more than 3 (three) times over a period of 12 (twelve) months may have their deposits increased at the sole discretion of the Committee.

Any balance of the Deposit shall be refunded on resignation, transfer to the Absent Members' List or rejection of membership application, after full payment of all sums outstanding.

## c. Overdue Accounts

All sums outstanding which are not paid in accordance with the Constitution will be subject to interest or a late payment fee at such percentage as is determined by the Committee at its sole discretion from time to time.

Outstanding amounts can be paid through GIRO, cheque, selected credit cards, electronic transfer or internet banking GIRO application forms are available upon request from the Membership Department.

A late payment fee of 2% (two) per month (subject to change at the discretion of the Committee) will be charged if payment for the outstanding amount is not made by the due date.

An administrative charge as may be determined by the Committee from time to time will be imposed for each of the following:-

- (i) A returned cheque
- (ii) An unsuccessful GIRO deduction
- (iii) Requests for an additional copy of Statement of Accounts.

## 6. Knowledge of the Constitution, Bye Laws and Rules

Members must ensure that they are familiar with the Constitution, Bye Laws and Rules of the Club.

## 7. Entrance Fees and Subscriptions

These are determined by the Committee from time to time and advised to members in accordance with the Constitution. All Subscriptions are due on the first day of each month. A full month's Subscription shall be charged for part of a month.

# The Club's Bye-Laws Rules Effective from May 2024

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## 8. Grounds and Buildings

The grounds and buildings of the Club are for the use and enjoyment of members; subject to such Bye-laws as the Committee shall from time to time determined.

Any member who fails to comply with such Bye-laws shall be subject to disciplinary action in accordance with the Constitution.

The sand arenas and covered riding school are available for use by members. When classes or competitions are taking place in any of these areas, members must give priority to them.

## 9. Membership Procedure

- a. Every candidate for Membership may be asked to meet a minimum of 4 (four) Committee Members or Members of the Membership Sub-Committee of which 2 (two) must be Members of the Committee, within a month of the application being acknowledged, on a date to be advised by the Committee.
- b. Any candidate so requested who cannot do so must inform the Honorary Secretary, in writing, so that alternative arrangements can be made.
- c. Any candidate who does not, without a reason acceptable to the Committee satisfy these requirements may be rejected.
- d. No membership shall be valid until all sums which the candidate is called upon to pay have been received by the Club.
- e. The application form for membership shall include the name, age, address (both residence and office), occupation and designation of office (if any) together with home and office telephone numbers, doctor's name, telephone number and practice and any other information considered as necessary by the Committee.
- f. If a candidate receives insufficient votes for election, he shall be deemed to have been excluded from admission. Only if the Committee is of the opinion that there has been any irregularity in a ballot shall a new ballot be ordered.
- g. Candidates, for all categories of membership, shall receive with the application form the following documents:
  - i. A copy of the Constitution and Bye-laws of the Club.
  - ii. Any further explanatory notes which may be published by the Committee from time to time.

# The Club's Bye-Laws Rules Effective from May 2024

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Honorary Members shall also be sent copies of the Constitution and Bye-laws.

## 10. Guests - Introduction Procedure

A member introducing a Guest must write the name of the Guest, his own name, and the day for which the Guest is introduced in a book kept for that purpose at the Club, and shall be responsible for any debts to the Club incurred by such Guest. It is the duty of the introducer to acquaint his Guest with any restrictions on the use of Club facilities and to ensure that his Guests comply with the Club's Constitution and Bye-laws.

The member and guest must sign the Clubs Indemnity form.

## 11. Loss of Members' & Guests' Property

- i) The Club and the Committee shall not be responsible for the loss of members, their Guests and Room Guests' personal articles which have been brought into the Club's Premises by members, their Guests or Room Guests.

## 12. Membership Cards

- i) The Committee shall issue Membership cards or other Membership documents from time to time by which members may be identified.
- ii) Membership cards must be produced at any time when requested by the Club's employees or security guards or any Member of Committee or the Manager and for the use of any of the Club's facilities, or for security reasons.
- iii) Members who are unable to produce their membership cards may be refused entry into the Club and the use of any facility.
- iv) Membership cards are not transferable.
- v) Membership cards must be returned to the Club upon termination or transfer of membership.

## 13. Loss & Replacement of Membership Cards & Parking Labels

- i) A lost card must be reported personally or in writing to the Membership Department of the Club within 24 (twenty-four) hours of the loss.
- ii) A lost car park label must be reported personally or in writing to the Club within 24 (twenty-four) hours of the loss.
- iii) A fee determined by the Committee from time to time excluding GST will be imposed for the replacement of a Membership Card or car park label.

# The Club's Bye-Laws Rules Effective from May 2024

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## Bye-Laws Valid from 03 May 2024

### C. GENERAL RIDING & POLO

#### 1. Introduction

The Club may, through the Committee, offer livery to members upon the terms and conditions set out in these Bye-laws, as they may be amended from time to time. Such terms and conditions, shall be subject to the Constitution, and in particular to Rule 41 of the Constitution.

#### 2. Care of Horses and Veterinary Treatment

##### i) Care of Horses

Care of all horses owned by members and stabled on the Club's premises shall be the responsibility of the member. Livery charges will include feed, sycing, and basic walker exercise but overall responsibility of the horse rests with the owner.

If, in the opinion of the Committee, any horse is neglected or needs care and attention, it may give such instructions to remedy the matter as it thinks fit and any cost and expense involved shall be for the account of the owner or lessee of the horse.

Any member who owns or leases a horse undertakes to ride the horse with care and will ensure that it is regularly and properly exercised. Should the owner or lessee be unable to ride the horse regularly, he must make suitable alternative arrangements and in the event that he fails to do so, the Committee may, without prejudice to any of its power herein, authorize the riding of the horse. Schooling by Club staff may be chargeable upon notice.

If a horse is neglected by its owner or lessee in that he does not ride it regularly or in any way, then the Committee may order the horse to be removed from the Club on the owner's account or the Committee may cancel the lease in respect of the horse.

##### ii) Veterinary Treatment

All veterinary fees are for the account of the owner.



# The Club's Bye-Laws Rules Effective from May 2024

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In the case of any leased horse,

- a. veterinary treatment necessary for the well-being of any such horse may be authorized by Management in its absolute discretion.
- b. no member may administer treatment to any such horse without the permission of Management.

In the case of any horse owned by a member, in the event that the Club is unable to contact the owner or his authorized representative in cases of emergency, the Committee shall be entitled to authorize veterinary treatment as it may in its discretion deem necessary for the well-being of the horse and all fees, costs and expenses in connection therewith will be for the account of the owner.

Members should report to the Stable Supervisor and Riding management immediately on returning to the stables, all cases where the horse is lame or has cuts, loose shoes or incidents of a like nature. In cases of emergency, the Club's veterinary surgeon must be called.

All veterinary treatment must be carried out by qualified veterinary surgeons approved and registered with the Club.

### 3. Saddlery and Equipment

Club saddlery and equipment shall be kept at the Club and may be used subject to such Bye-laws as the Committee shall from time to time decide.

Members may keep personal saddlery and equipment in the tack rooms provided. Such saddlery and equipment may not be left in the Clubhouse.

The Club and the Committee takes no responsibility for loss or damage to such personal belongings, saddlery and equipment.

### 4. Categories of Horses

#### i) Club Horses

Club Horses are horses owned by the Club. The Committee shall decide the purpose for which individual Club horses may be used. These purposes shall include but not be limited to the following, without prejudice to any other purposes which the Committee may decide upon from time to time: -

- a. Polo
- b. Instructional Riding or Polo
- c. General and Equestrian Riding

# The Club's Bye-Laws Rules Effective from May 2024

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The Committee may allocate and lease Club Horses to members for their personal use, subject to such charges and conditions as the Committee shall from time to time decide. Such allocation and lease shall be without prejudice to the right of the Committee to direct that the horse will be used for any purpose, on any specific occasion, while so allocated and leased.

## ii) Polo Ponies

A Polo Pony is defined as a horse used to play polo regularly and belonging to or leased to a member who himself /herself or his/ her Family Member plays polo.

## iii) Riding Livery Horses

A riding pony or horse is defined as a horse used for riding lessons and belonging to a livery owner who himself/herself or his/her Family Member is part of the Riding Academy.

## 5. Private Instruction

No one may give private instruction at the Club premises for fee or reward unless expressly agreed by the Committee. Organized classes of any kind may only take place with the knowledge and prior approval of the Committee.

## 6. Riding - Safety

### General Safety

No one shall be permitted to ride in the Club's premises or outside on a horse stabled at the Club unless they are properly and correctly attired.

"Properly and correctly attired" are defined as: -

- For reasons of safety, all riders (both members as well as Club employees) must wear approved certified riding helmets or polo helmets, and riding boots or other approved footwear at all times while on horseback.
- Riders should not be attired in singlets or tight fitting or cropped tops/shirts. Smart sleeveless shirts with collars are permitted for general riding. Strictly no shorts while on horseback.

# The Club's Bye-Laws Rules Effective from May 2024

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Further;

- All horses must be ridden using a bridle (hackamores are acceptable). A halter and lead rope are not acceptable.
- Other than at a walking pace, horses being exercised on the sand track around the polo field must be ridden with a saddle.
- Horses being led as 'sets' along the sand track around the polo field have priority and all other, in particular oncoming, riders should give way to them, passing right shoulder to right shoulder.
- In general, riders should always be careful to show maximum consideration for other riders.

## 7. Riding - Syces

Syces and other employees may ride on the Club premises provided that they are considered competent by the Committee and that they comply with the Rules and Bye-laws.

## 8. Riding by Members and Guests

Members, Guests and staff must sign the attached Letter of Indemnity before being allowed to ride on the Club grounds. They must first receive permission from the Committee. Permission to ride may be conveyed by the General Manager or any Committee Member, but only after the Committee is satisfied as to the competence of the individual concerned, that all the necessary Bye-laws concerning Visiting Members and Guests have been complied with and that the Letter of Indemnity has been signed and handed to the General Manager.

Non-member participants in Inter-Club and Regional/International events, etc may also be called upon to sign the Letter of Indemnity. When accepted as competitors, they are eligible to ride on the grounds and to use the Club premises in accordance with the Constitution and Bye-laws of the Club. This concession concerning Riding does not automatically extend to the competitor's accompanying supporters or party.

Members and Guests (if the Committee so prescribes in accordance with the Constitution) who ride Club horses will be required to pay at the rates for riding determined from time to time by the Committee. In the case of Visiting Members, this will be estimated (on the basis of total rides while in Singapore) and paid in advance to the Club in the form of a deposit.

# The Club's Bye-Laws Rules Effective from May 2024

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Guests residing in Singapore may not ride more than 6 (six) times in any period of 12 (twelve) calendar months without specific permission from the Committee.

Costs incurred by Guests in riding Club horses will be debited to the account of the Host Member. First priority on allocation of mounts always goes to Club Members.

## 9. Breathalyzer

In the interests of member safety and horse welfare, no polo player or rider shall be allowed to ride while intoxicated. Accordingly, Club designated personnel, including polo umpires, riding instructors and/or stable managers are authorized to conduct a breathalyzer test on the spot. Should the test prove the rider to be over the permitted limit, the rider must immediately dismount and cease playing polo or riding. The Club may take disciplinary action against the member concerned.

## 10. Ownership

If a Club horse is leased, the lessee recognizes that it remains the property of the Club and that its disposal is at the Committee's sole discretion.

A member with a horse at livery at the Club declares (unless the horse is leased from the Club) that the horse is legally and beneficially owned by him and that he is not keeping it at the Club on behalf of any other person, whether a member of the Club or not. Disciplinary action will be taken against any member who makes a false declaration.

## 11. Feed buckets

Feed buckets and grooming equipment shall be for the account of the owner.

## 12. No Stable Possession

The provision of livery to the member shall not be construed to convey to the member any right, interest or title nor exclusive possession in the stable(s) allocated to him or any other part of the Club's premises. The member shall not take any action which purports to create a claim, lien or encumbrance on the said stable(s) or the Club's premises.

Save as provided herein, the member shall be responsible for all farrier, veterinary charges and other out of pocket expenses and disbursements incurred in connection with the livery ("Expenses") and the member will indemnify the Club for all such expenses and

## The Club's Bye-Laws Rules Effective from May 2024

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other costs and expenses arising out of or relating to same. The member shall reimburse the Club for all expenses incurred by it in connection with the livery which shall be payable within 14 days from the date of the Club's invoice therefore.

The Club will have a lien on any horse at the livery owned by a member who fails to pay any charges in respect of the said livery.

### 13. Termination

The Committee may terminate the livery forthwith by giving written notice to the member in any of the following events: -

- (i) upon the member ceasing to be a Charter Member of the Club or upon the membership of the Charter Member being suspended for any reason whatsoever; or
- (ii) if the member is in breach of the Constitution or Bye-laws of the Club.

In any other cases, the Committee shall be entitled to terminate the livery by giving one (1) month notice in writing to the member.

The member shall be entitled to terminate the livery by giving one (1) month notice in writing to the Committee via the Honorary Secretary.

Upon the Termination of the livery, the Member shall: -

- (i) immediately pay the Club all Fees and Expenses incurred up to and including the date of termination; and
- (ii) immediately but no later than a month after notice is served remove his horse from the stable and/or the Club's premises and the provisions of the last paragraph of this Bye-law shall apply as if a written request as stated therein has been made by the Committee.

Without prejudice to the provision of any Bye-law herein, any member wishing to remove a privately owned horse from the Club must give 1 (one) month notice in writing to the Committee via the Honorary Secretary or he may be charged the appropriate livery fee for the difference between the notice given and this period.

Without prejudice to the provisions of any Bye-law herein, the Committee may at any time give a member one (1) month notice of termination of a stable allocation to remove a privately-owned horse from the Club, if in the opinion of the Committee, the horse concerned is not being regularly exercised or is neglected, or at its sole discretion, without giving any reason.

# The Club's Bye-Laws Rules Effective from May 2024

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Any member who receives a request in writing from the Committee to remove a horse from the Club and fails to do so by the date given in the letter will be charged twice the full unsubsidized livery fee prevailing at the time, for the additional period during which the horse remains at the Club.

The Committee reserves the right to dispose of any such horse at its sole discretion, in any manner that it thinks fit. If a member is suspended or expelled from the Club or ceases to be a member for any reason, the Committee shall once again be empowered to dispose of any horse owned by the member, after giving the notice period as outlined above and to increase livery costs on the same basis.

## 14. Horse Access to SPC

Horses not stabled at the Club shall not be permitted into the Club or permitted to use Club facilities, including use of polo field, stick and ball arena, sand track, riding arenas, paddocks and jungle trail at all times, unless by exception on Committee approval.

Horses not stabled at the Club may be invited to participate in tournaments, competitions, shows and the like, at the discretion of the Committee.

Horses owned by charitable organizations may enter the Club's premises specifically while in use for charitable causes, subject to prior approval from the Committee. Privately-owned horses used for charitable causes will require prior Committee approval before entering the Club's premises.

Horses at livery shall be trained by resident Professionals or freelancers engaged by the Club at its premises or elsewhere in Singapore unless permission is granted on a case-by-case basis by the Committee/Management.

## 15. Polo Field Sand Track Safety

- a) Riding Academy School riders and livery owners are permitted to ride on the sand track only if they have attained a riding competence level of Novice or equivalent from the Riding Academy School riders need approval from the Riding Academy.
- b) All handicapped polo players are permitted to ride on the sand track. Youth polo academy riders who have permission from the Club Polo instructor are also permitted to ride on the sand track.

## The Club's Bye-Laws Rules Effective from May 2024

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- c) Children below the age of 12 (twelve) are not allowed to ride on the sand track under any circumstances unless they are supervised by a Club Polo instructor or a handicapped polo player. Children under 12 (twelve) who cannot canter independently, as determined by a Club Polo Instructor, must be on a lead rope. Children walking to lessons at Mount Pleasant, and riding polo livery ponies, may be accompanied by a parent or appointed guardian on foot for the purpose of walking directly to and from the lesson.
- d) During polo, Riding Academy riders are not permitted to ride on any part of the sand track. Polo players should not warm up or ride horses in front of the Club House unless permission is sought from the Polo Captain or if they require to get horses to or from different pony lines.
- e) Any guest who intends to ride on the sand track, jungle or trails can do so if they have signed an indemnity form. The member must ride with their guest at all times. If the guest is not able to walk, trot or canter independently alone the member must put their guests on a lead rope. All members are responsible for their guests when riding.

### 16. No Smoking in Arenas

Smoking is strictly prohibited in the arenas and in the vicinity surrounding all riding arenas. No smoking shall be permitted whilst mounted on horseback.

Riders must abide by the rules stated outside each arena.

### 17. Ramadan (Puasa)

Members may be asked to restrict their polo and riding hours during this period in order to give the syces every chance to meet their religious obligations, which involve fasting throughout daylight hours, for a period of 1 (one) lunar month.

# The Club's Bye-Laws Rules Effective from May 2024

## Bye-Laws Valid from 03 May 2024

### D. POLO

#### 1. Livery for Polo Ponies and Conditions for Eligibility for Subsidy

The Club may, through the Committee, offer livery for Polo Ponies to Charter Members which shall be upon the terms and conditions set out in these Bye-laws.

All Polo Ponies registered in Livery at the Club, shall be privately owned or leased from the Club and must play polo in accordance with the terms and conditions of these Bye-laws.

Livery Charges for Polo Ponies shall be determined by the Committee at its absolute discretion from time to time taking into account the following guidelines: -

- a. A subsidised rate for Polo Ponies on allocated or term livery and meeting the other criteria set out in these Bye-laws.
- b. The subsidised rate is for Polo Ponies playing polo regularly to the satisfaction of the Polo Sub-Committee and on term livery, renewable on a strictly annual basis, and meeting the other criteria set out in these Bye-laws.
- c. Full livery in all cases where a Polo pony belonging to one Charter Member is being played primarily, or to an extent deemed unacceptable by the Polo Sub-Committee, by members.
- d. Full livery where a member's Polo Pony is, temporarily or otherwise, stabled in a stable allocated to another Charter Member. Full livery is defined as 150% (one hundred and fifty) of subsidised livery.
- e. A subsidised rate for Polo Ponies during spelling which meets the criteria of the Committee.

The Committee may by written notice immediately withdraw any subsidised livery for horse without giving any reason.

The Committee will determine, at intervals of 3 (three) months, the livery charges for Polo Ponies and these will normally be valid for the next 3 (three) months. Details of the livery charges will be advised to members within 7 (seven) days from the date of the aforesaid determination. At the end of each 3 (three) month period, the Polo Sub-Committee will consider each Polo Pony on its individual merits, to determine whether or not there is justification for continuing the livery charges at the previous quarter's level. It will then make its recommendations to the Committee. Notwithstanding anything herein to the contrary, the Committee shall have the discretion to assess Polo Ponies on a monthly basis and revise the livery charges accordingly.



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The Club will invoice the member for the charges in arrears on a monthly basis. A refundable deposit of one month's livery will be held by the Club.

The criteria to be used to determine charges for livery for Polo Ponies will include: -

A Polo Pony must be played by its owner for a minimum of 50% of all available chukkas played during a period of 6 (six) months, unless special exemption is granted by the Polo Captain.

A Polo Book will be maintained by the Polo Captain and serve as a record of the frequency with which Polo Ponies are used to play polo. The Polo Sub-Committee will look for a satisfactory overall level of participation over each 3 (three) monthly period, and the desirable level is a minimum of 80% participation in available chukkas, whether playing polo or as an umpire's pony. Members who cannot play their horses will make them available for umpiring (unless there is a specific reason such as lameness etc for not doing so) as the Club does not have any horses set aside for this essential purpose. Where a Polo Pony is used for umpiring, this will count on exactly the same basis as if it had played. A member who, in the view of the Polo Captain, unreasonably withholds the use of his polo pony for umpiring may, as determined by the Polo Sub-Committee, stand to lose either some or all of the livery subsidies enjoyed by that polo pony.

When a Polo Pony is genuinely produced for umpiring but is not utilized, this will be marked down in the Polo Book as 'participation'. When a member puts himself down to play a specified number of chukkas on his own Polo Ponies and is not allocated the full number, the chukkas "lost" will count as participation. When any chukka or chukkas are cancelled, these will also count as participating.

The Polo Sub-Committee will also take all other relevant factors into account including the following criteria: -

- a. Any period in which the Polo Pony was lame and the cause of its lameness.
- b. Periods of illness or injury of owners and/or lessees.
- c. The absence of owners and/or lessees on business or personal trips.
- d. The background playing records of the Polo Pony and its owners and/or lessee.
- e. The level of participation of the Polo Pony and its owner or lessee in tournaments.
- f. The loan of Polo Ponies to visiting players and for pros in tournaments.
- g. The good conduct of the owner and/or lessee in following the Club's Constitution and Bye-laws.

# The Club's Bye-Laws Rules Effective from May 2024

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Owners and lessees are asked to advise the Polo Captain, in writing, of any circumstances which may/have affected their ability or the ability of their Polo Ponies to play polo.

Any member dissatisfied with the rate of charges imposed for livery for Polo Ponies may appeal in writing to the Committee, through the Honorary Secretary.

Members are responsible for ensuring that their Polo Ponies when playing polo are properly groomed and have safe and proper tack in good serviceable condition. This includes a saddle, fixed martingale, bit, surcingle, bound tail, protective boots or polo bandages on all four legs and hogged mane. The Polo Captain will decide whether a pony is properly and safely tacked up and presented to play polo.

## 2. Ownership

Only Charter Members who: -

- a. have passed the Club's Polo Test or, because of their previous playing experience and present polo handicap, have been given express permission by the Polo Captain to play polo at the Club, and
- b. plays polo at the Club.

They may own or lease a Polo Pony for the purpose of playing polo.

## 3. Stable Allocation

Stable Allocations for Polo Ponies

### a. Application for Stables

Any Charter Member wishing to put a Polo Pony at livery at the Club must submit an application in writing to the Polo Sub-Committee.

All applications will be reviewed and approved by the Polo Sub-Committee.

### b. Applications to Purchase or Bring in a Horse or Replace a Horse

# The Club's Bye-Laws Rules Effective from May 2024

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Any intended purchase / change of ownership of any existing Polo Pony within the Club is subject to the approval of the Polo Sub Committee and must be requested in writing.

Any member wishing to sell a Polo Pony within the Club may apply to have a notice placed on the Notice Board for a minimum of 1 (one) week indicating the price asked, and requesting those members interested in purchasing the Polo Pony to enter their names on this list. The vendor must then indicate to the Polo Captain to which of the applicants he wishes to sell his horse. The Polo Sub-Committee will then advise him of the Polo Sub-Committee's decision.

## c. Limits on Number of Stables per Charter Member

Stables may be assigned either with no fixed period of time (allocated stables) or for a period of 1 (one) year to 6 (six) years (term livery). There is no guarantee that a Charter Member will be assigned a stable(s) for the full period requested. The livery charges for stables will be determined by the Committee and may also revise these charges from time to time.

A transfer fee for allocated stables as determined by the Committee from time to time is payable to the Club by the allocatee within 1 (one) week of its decision to approve an allocation to another member.

The maximum number of stables for polo ponies allowable per player is guided by the official Singapore Polo Club handicap of the Charter Member (or family member) concerned as follows:

- 2 : 3 (three) stables, where of minimum 1 (one) allocated stable
- 1 and above : 4 (four) stables, where 2 (two) must be allocated stables
- 1 and above : Upon fulfilling the above liveries, a player of:  
may apply for 2 (two) additional term livery with a commitment to participate and support for high goal tournaments (2 (two) goals and above)

# The Club's Bye-Laws Rules Effective from May 2024

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-2 and above : May apply for 1 (one) additional term livery or 1 (one) additional allocated stable for another family member in Atoms Elite or with a Polo Handicap (Subject to a maximum of 6 (six) per family. If the players are not the principal members, the principal member have to apply on behalf of the player(s).

Stables will be capped at a maximum of 6 stables per immediate family in total.

When making decisions on allocations, the Committee, on the advice of the Polo Sub-Committee, will first accord priority to the player's polo handicap and to the date of application. The Committee may also take into consideration the following:

- a. The applicant's potential handicap and his/her likely contributions to the development of polo at the Club, along with positive contributions to the polo community.
- b. The willingness of the applicant to import/purchase a Polo Pony of sufficient quality and standard (in the view of the Polo Sub-Committee) so as to be an asset to polo at the Club.
- c. The regularity of play by the applicant and/or eligible polo playing Family Member.

Allocation and renewal of Term Livery will take into account a player's development plans and participation in Club Cups and Tournaments at highest suitable level. There is no auto renewal of Term Livery.

It should be noted that regularity of play will be strictly monitored. All liveries will be cancelled without regular play by owner or their family.

Co-ownership of horses will be capped at maximum 2 owners per horse. Permission for co-owners to put their co-owned horse at livery shall be considered on a case-by-case basis.

Only one co-owner shall be registered as the lessee of the stable and the registered livery holder shall be deemed to be irrevocably authorised to represent the other co-owner. There shall be a 20% surcharge on livery fees.

Where a co-owned horse at livery is sold, the lease of the stable shall end unless the same set of co-owners put another co-owned horse at livery in replacement. Under no circumstances may the registered lessee of the stable be allowed to transfer the lease to the co-owner.

# The Club's Bye-Laws Rules Effective from May 2024

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d. Should there be no available stable at the time; an application will be recorded on a waitlist. Once a reservation is confirmed the member is given 2 (two) months to bring in a horse to the Club and thereafter a 50% livery charge is applicable for 2 (two) more months after which the reservation becomes void.

## e. Movement of Horses

No member shall move a Polo Pony into or out of the Club without permission from the Polo Sub-Committee. No member shall move his Polo Pony from one stable to another within the Club without permission from the Polo Sub-Committee. Members' requests for stable movements should be addressed to the Polo Sub-Committee through the Honorary Secretary.

## f. Removal or Sale of a Horse

If, for any reason, a term livery horse is removed from the Club or sold, the stable will not automatically revert to the Club.

Depending on the livery period remaining, the holder must give 6 (six) months written notice on their reason for giving up the term livery stable, which is between 1 (one) to 6 (six) years period. There must be valid reasons (diplomatic clause) as per the terms and conditions in the term livery agreement. The stable may still be reallocated at the sole discretion of the Committee.

Admin fee of \$500 (ex.GST) will be applicable for the sale of horses within the club from the buyer. No admin fee for new horses coming to the club or horses returning to the club, provided the horse is under the same owner.

## g. Retention of Empty Stables

- Any member who sells his Polo Pony or who has his horse put down, thus liberating a stable is entitled to apply in writing to the Polo Captain who would then bring it up to the Polo Sub-Committee to keep the stable in his name for a period not exceeding 3 (three) months, provided that he has played polo regularly for the preceding 12 (twelve) months, while he makes arrangements to find a replacement Polo Pony. During the period that the stable remains vacant he will be billed half the Polo Pony livery applicable to the member at the time subject to the provisions of Bye-law C13.

# The Club's Bye-Laws Rules Effective from May 2024

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- For allocated stables only, the member may apply in writing to the Polo Captain, who would then bring it up to the Polo-Sub Committee, for another member's Polo Pony to occupy the stable left vacant. The period of vacancy and/or occupation by another member's Polo Pony combined shall not exceed 3 (three) months. The member temporarily occupying the vacant stable will pay Full Livery, while the member vacating the stable will not be billed any livery during this time.  
In the event the period of vacancy and/or temporary occupation by another member's Polo Pony combined exceeds 3 (three) months, the member may apply in writing to the Honorary Secretary, who would then bring it up to the Committee for approval, for an extension for a further three months.

No member will be allowed to retain a vacant stable and/or have another member's Polo Pony occupy a vacant stable for a period of more than 6 (six) months combined. The member may apply in writing to the Committee via the Honorary Secretary for an extension beyond 6 (six) months to retain his vacant stable. The member may not apply for another member's Polo Pony to occupy the stable beyond 6 (six) months. If the application to retain a vacant stable beyond 6 (six) months is approved by the Committee, the Polo Pony currently occupying the stable must be removed and the final extension will be for a maximum of 3 (three) months, during which the member will be billed half Polo Livery. The Committee may subsequently decide at its discretion to occupy the stable with any Polo Pony, while the member is still being billed for half of Polo Pony livery. Please note that should the stable continue to remain empty after the final extension period, the member will be billed full Polo Pony Livery.

#### 4. Children Taking Polo Lessons

- a) Children who wish to take polo riding lessons must be at least 5 (five) years old and must have passed an assessment in the polo section. If deemed to have the requisite skills, they are permitted to participate in a club-approved children's arena polo programme. The child's parent or legal guardian must first have completed and signed the Club's indemnity form.
- b) Children above 9 (nine) and below 13 (thirteen) years old may, at the discretion of the Polo Captain, be permitted to participate in group polo lessons on the polo field, or in instructional chukkas provided that they have first participated regularly in a Club approved arena polo programme.
- c) Children shall be at least 12 (twelve) years old before they may take the Club administered polo handicap test and, if successful, be permitted to play regular chukkas at the Club.

# The Club's Bye-Laws Rules Effective from May 2024

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## 5. Riding and Working Hours for Syces in the Polo Section

a. Working hours for the syces shall be as follows:

Monday – Rest Day

Tuesday, Thursday, Saturday, Sunday (Polo Days)

7.00 am to 10.00 am, 2.30 pm to 7.30 pm

Break – 10.00 am to 2.30 pm (Polo Days)

Wednesday, Friday (Non-Polo Days)

7.00 am to 10.00 am, 3.30 pm to 6.30 pm

Break – 10.00 am to 3.30 pm (Non-Polo Days)

\*Public Holiday – Off

b. Riding Hours

Horses must be returned to the stables at least 30 (thirty) minutes before the syces' working hours end. Overtime will be charged to the member at a minimum of 1 (one) hour for any breach. This provision is necessary in order to enable syces to have sufficient time to groom and feed their horses before going off duty.

## 6. Syces' Off Days

On stables off days and on Public Holidays, any member who wishes to ride may be asked to enter the necessary details in a book kept for that purpose. A charge as determined by the Committee from time to time may be made and debited through the member's Club account. However, members may ride and groom their own horses without charge if they so wish.

# The Club's Bye-Laws Rules Effective from May 2024

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## 7. Polo Livery Agreement

Please see Appendix A

### Fees and Terms of Payment

In consideration of the Club providing livery to the member, the member agrees to pay the Club such sum to be determined by the Committee in its absolute discretion (the "Fee"). The Committee shall be entitled to vary or modify the Fee from time to time upon giving not less than 7 (seven) days' written notice to the members, whereupon the variation or modification to the Fee shall take effect.

The Fee shall be payable in advance on a monthly basis.

## 8. Polo Tests and Club Cups

### (i) Introduction

Polo falls under the direct jurisdiction of the Polo Captain whose duty is to improve the standard of polo at the Club, arrange tournaments and Club Cups, ensure that the ground is maintained in as good a condition as possible, and try to make sure that all players get as much and as enjoyable polo as their respective standards permit.

The Constitution states that:

"The Captain shall, subject to the Committee's direction, control the play on practice days and generally shall have the management of the play, ponies and players, on the field, and be responsible for the enforcement of the regulations governing polo."

No member may start to play polo without passing the Polo Test, or in the case of visitors and members who already play polo when they become members, without the express approval of the Polo Captain or his nominee.

### (ii). Conditions for Club Cups



# The Club's Bye-Laws Rules Effective from May 2024

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## (i) Club Polo Cups

Every reasonable effort should be made for a date to be selected when the greatest possible number of players of the type specified for a particular cup are available. There are constraints of time and circumstances; the weather being an overall imponderable.

a. Internal (Domestic) Tournament Club Cups and their playing conditions, which must be followed as closely as possible, are in: Appendix B

## 9. Dress for Polo

- a. Weekends: All tournaments, Club Cups, chukkas and stick and ball on the field: Polo helmet, white breeches, polo boots, knee guards (not required for stick and ball), official Club Shirt of the current year or as specified by the Polo Captain.
- b. Weekday chukkas: Polo helmet, polo boots, knee guards, plus a white or red t-shirt with collar. Jeans and other forms of long trousers are permitted as directed by the Polo Captain.
- c. General Riding and weekday stick and ball: Suitable helmet, riding boots or riding shoes, jeans and other forms of long trousers, a t-shirt with or without collar.
- d. A player consistently arriving to play polo incorrectly dressed may be barred from playing polo by the Polo Captain for a period not exceeding 1 (one) month.
- e. Any player with a valid reason for not being correctly dressed for polo may approach the Polo Captain or his nominee for the day for permission to play. Anyone going on the field for a game or a tournament incorrectly dressed, without having first given an explanation considered satisfactory, may be asked to leave the field or find his name removed from the chukka board for the balance of the afternoon.

## 10. General

- a. The Club follows the rules and regulations as stipulated by the Hurlingham Polo Association (HPA).
- b. Players may be sent off the field immediately by the umpire for dangerous play, bad behaviour or bad language on the field. If a player continues to offend in one or more of these ways, he may be barred from playing polo by the Polo Captain for a period not exceeding 3 (three) months.

# The Club's Bye-Laws Rules Effective from May 2024

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- (i) Players must not contest the decisions of the umpires while the game is taking place. If any player is not happy about any decision, then he should discuss his point with the umpires or the Polo Captain after all players have left the field, and then in a discreet manner.
  - (ii) It is bad sportsmanship to openly criticize umpiring while the game is in progress. The Polo Captain may discipline offenders by barring the player from Polo for a period not exceeding 3 (three) months.
- c. Beginners need and deserve encouragement: not unfriendly observations. Polo will start promptly on time and players who are not there will lose their chukkas. The interval between chukkas will be limited to 2/3 minutes. This means that players not playing in the previous chukka should be immediately ready to play and those who have played in the previous chukka will have to change their ponies promptly. This period will be strictly adhered to and all chukkas will start on time. This will ensure that each day the maximum number of chukkas will be secured and, thus, everybody obtains as much polo as possible.
  - d. A player who consistently arrives late on the playing field for his chukka thus causing other players to wait unnecessarily, may also be barred by the Polo Captain from playing for a period not exceeding 3 (three) months.
  - e. Any player who has been suspended from playing polo or using the ground by the Polo Captain and who does not agree with his decision is entitled to appeal to the Committee via the Honorary Secretary, in writing, within 1 (one) week of his suspension.
  - f. Balls for practice may be purchased from the Club. Balls for club chukkas will be issued and controlled by the Polo Captain or his nominee for the day. All balls used in club chukkas must be collected and returned to the umpires.

## 11. Ground Rules

The Ground Rules are spelled out in detail below and will be displayed on the Club Notice Board. In order to maintain the ground and schools etc. in reasonable condition, these rules must be strictly followed by every rider.

Any member who consistently ignores the ground rules or signals will be barred from polo or riding on the Club premises at the discretion of the Polo Captain or any other Committee Member for a duration not exceeding 3 (three) months.

- a. Red Disc  
Indicates that the whole polo field is closed. However, horses may be exercised along the sand track.
- b. Red and Black Disc

# The Club's Bye-Laws Rules Effective from May 2024

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Indicates the polo field is only open for polo lessons supervised by an instructor. Additionally, a designated strip on the far side of the polo grounds, outside the boards, is available for stick and ball practice. The sand track is open for riding. Polo players should exercise their horses well away from any school horses moving between the schools and the Mount Pleasant stables.

c. **Black Disc**

Indicates that the whole polo field is open, either for Club chukkas or for stick and ball practice.

d. **On polo days (when the polo ponies and riders are preparing for chukkas) the Clubhouse side of the ground is closed to all ponies except those playing polo on that day.**

Players not playing polo may use the other three sides of the ground while polo is in progress but must keep off the Clubhouse side of the ground as they are liable to be a hindrance to both players and spectators: no one may stick and ball or ride on the field with fast stops and turns when the ground is soft, thus cutting up the turf unnecessarily (prior to Club chukkas or Club Cups).

e. **Other parts of the grounds may be opened or closed by signs and notices as decided by the Committee.**

## 12. Inter-Club and International Tournaments

When determining teams for tournaments outside Singapore and within Singapore, preference will be given to players and their families who own their own horse(s) and have supported tournaments domestically and away from Singapore in the past, and who have made a positive contribution in terms of personal effort to the Club's affairs, both directly and indirectly, while still trying to put together the strongest possible combinations.

## 13. Selection for Tournament and Chukkas

a. Players should sign up as many days in advance as possible.

b. Preference for Club chukkas and tournaments is given to players playing their own ponies, followed by higher handicapped players on borrowed ponies.

## 14. Signing Up

When Club cups are played, players must still sign up for the total number of chukkas they wish to play.

# The Club's Bye-Laws Rules Effective from May 2024

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Players should email, submit a google form, SMS or WhatsApp their requests to the Polo administration manager before the close of the specified sign-up time. They should indicate the number of chukkas and horses they wish to play.

On weekdays and weekends Chukka board entries will close at the last sign-up time. Players must be present and ready to play at least 10 (ten) minutes before play starts. Any player arriving late risks losing one or more of his chukkas. The times for commencement of play are to be determined by the Polo Captain and may be subject to change (watch the Notice Board).

Any player who consistently fails to show up after signing up for chukkas or Club Cups etc, may be barred from playing polo by the Polo Captain for a period not exceeding 3 (three) months. In no circumstances may players alter the board without the permission of the Polo Captain or his nominee.

Requests for particular player combinations will not be entertained.

## 15. Treading-in

It is essential that all players and, if possible, spectators, tread-in the field after playing or practising when the ground has been cut up even slightly. The Club has only one ground and only by conscientiously treading-in wherever necessary, can this ground be maintained in a playable condition four times a week, throughout the year. It may sometimes be necessary to curtail the polo playing period to allow adequate time to tread-in properly. Any player who consistently fails to tread-in may be barred from playing polo by the Polo Captain for a period not exceeding 3 (three) months.

Players must remain at the Club until polo is over in order to fulfill their obligation to tread-in.

## 16. Opening of the Ground on Polo Days

1. If the Polo Captain is present, his decision whether or not the field is playable will be final.
2. If the Polo Captain is not present but the Honorary Secretary is, the latter's decision whether or not the field is playable shall be final.

If neither the Polo Captain nor the Honorary Secretary is present, the first two Charter Polo Playing Members of the Committee who arrive will decide whether or not the field is playable.

# The Club's Bye-Laws Rules Effective from May 2024

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## Bye-Laws Valid from 03 May 2024

### E. RIDING

#### 1. Riding Academy

##### a. Designation

There shall be a section of the Club's activities known as the Riding Academy.

##### b. Objectives

- i. To promote a healthy interest in equestrian sports among members and to introduce potential members to horse riding and polo;
- ii. To provide an avenue for members and their families to learn to enjoy riding horses and to improve their riding skills;
- iii. To develop the basic riding skills of members who wish to play polo;
- iv. To encourage members to participate and to excel in Club, National and International dressage and showjumping competitions.
- v. To support the development and improvement of members desiring to compete at National or International levels of dressage and/or showjumping, up to the level at the discretion of the Club management and Committee.

##### c. Charges and Cancellation Policy

- i. Members must inform the riding office if they are unable to ride otherwise the groom will unnecessarily prepare the horse for riding. The Club reserves the right to cancel riders' regular lessons if they do not inform the Riding Academy Office of their absence. There is no refund if members fail to turn up for lessons or if bad weather prevents classes from taking place.
- ii. Lessons can be cancelled with fourteen (14) days' notice in writing using the stop riding form. To reserve a regular riding slot during the cancellation period, fifty percent (50%) of the lesson fee will be charged otherwise, the riding slot will be immediately made available to other riders, and there are no guarantee members will be able to have the same slot upon return. Members who fail to give fourteen (14) days' notice for any changes or cancellation of lessons will be charged in full.
- iii. Forward booking of riding lessons will not be accepted without paying fifty percent (50%) of the lesson fee to reserve the riding slot until the lesson commences.

# The Club's Bye-Laws Rules Effective from May 2024

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- iv. Any late (less than fourteen (14) days' notice given) requests for a change of lesson time or day or rider will be deemed as 'cancellation without notice' and any substitute session will be deemed as an 'ad hoc lesson' and will be charged as such. Substitution of riders for lessons is not permitted.
- v. Medical Certificates will not be accepted to cancel lessons unless the rider is injured due to a fall off a horse at the Club, otherwise, the normal cancellation policy applies.
- vi. The Club reserves the right to cancel lessons or change instructors due to competitions, availability of horses or instructors.

Members who are unable to attend any classes for any reason whatsoever shall continue to be liable for the fees. Any member objecting to being debited as above may appeal to the Committee through the Honorary Secretary in writing, and their account may accordingly be adjusted, however, in such cases, the Committee cannot guarantee the member concerned a place in the Riding Academy upon his return.

## 2. Riding Academy Livery Section

### a. Livery for Riding Academy

The Club may, subject to approval at the sole discretion of the Committee, offer up to 2 (two) liveries per charter membership at the Riding Academy provided the livery applicant (or designated rider within the same membership) has the aspiration to compete with the 2nd horse at Regional or International games such as SEA Games, Asian Games, its equivalent or higher.

Members that adhere to the Club's Rules and who have a good record of conduct and respect for their fellow Club members and staff, are an essential pre-requisite for admission into Riding Livery.

All Riding horses registered for Livery at the Club, shall be privately owned and must be ridden regularly in accordance with the terms and conditions of these Bye-Laws.

### The Member's Obligations

The Riding Academy on livery shall not be used and the member undertakes to ensure that any such horse will not be used to play polo or be leased, loaned or otherwise made available to any member or any other person for the playing of polo at the Club.

## The Club's Bye-Laws Rules Effective from May 2024

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Members will only be permitted to bring a horse into the Club belonging to them, provided that the member or a member of his family ride it regularly (normally 6 (six) times per week). Failure to ride regularly may result in the Committee withdrawing its permission for the keeping of the horse at the Club. A member may be ordered to remove the horse from the Club at his own expense. If for any reason the member is not able to ride his horse regularly, e.g. injury, suspension, vacationing, etc he must inform the Riding Management and make suitable alternative arrangements subject to the approval of the Riding Management.

In the event that the rider of the horse is a third party or a minor, the member will ensure that the third party and/or minor will abide by all the terms and conditions of the Constitution and Bye-laws of the Club and failure to do so will constitute a breach of the Riding Academy Livery Agreement, Constitution and Bye-laws of the Club by the member.

### b. Deposit

Upon the approval of the application for livery, the member (in addition to the deposit referred to in Bye-laws above.) shall pay the Club a deposit in an amount to be determined by the Committee in its absolute discretion which shall, subject to the deductions referred to in this Bye-law, be refunded to the member on the termination of the livery in accordance to the terms and conditions set in the Riding Livery Agreement. The Committee shall be entitled to deduct from the deposit any amounts which are due from the member to the Club for and in relation to the livery including but not limited to any costs, expenses, losses or liabilities arising from a breach of the member's obligations in connection therewith. The Committee is entitled to modify or vary the amount of the deposit from time to time upon giving not less than 7 (seven) days' written notice to the member whereupon the variation or modification to the deposit shall take effect.

### c. Fees and Terms of Payment

In consideration of the Club providing livery to the member, the member agrees to pay the Club such sum to be determined by the Committee in its absolute discretion (the "Fee"). The Committee shall be entitled to vary or modify the Fee from time to time upon giving not less than 7 (seven) days' written notice to the members, whereupon the variation or modification to the Fee shall take effect.

The Fee shall be payable in advance on a monthly basis.

# The Club's Bye-Laws Rules Effective from May 2024

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## d. Movement of Horses

No member shall move a Riding Academy horse into or out of the Club without permission from the Committee. This applies to both riding livery and Riding Academy school horses/ponies. No member shall move a Riding Academy horse from one stable to another within the Club without permission from the Committee. Members' requests for stable movements should be addressed to the Committee through the Honorary Secretary.

## e. Removal or Sale of a Horse

If, for any reason, a Riding Academy livery horse is removed from the Club or sold, the stable automatically reverts to the Club and may be reallocated at the sole discretion of the Committee.

## 3. Riding Academy Livery Agreement

A Riding Academy Livery Agreement will be issued to occupants and updated from time to time.  
Appendix C.

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## **Bye-Laws Valid from 03 May 2024**

### **F. SUB-COMMITTEES**

#### 1. Introduction

As stated in the Constitution, the Committee may appoint Sub-Committees, including those detailed below:

The Committee shall give specific terms of reference to all Sub-Committees which it forms. Sub-Committees may apply to the Committee for additional specific authority from time to time, and make whatever recommendations they think proper to the Committee for its consideration. The Sub-Committees are advisory in nature and do not themselves have executive authority.

The Sub-committee meetings shall require a quorum of 50% of its members in order to proceed and the Convenor shall have a casting vote.



# The Club's Bye-Laws Rules Effective from May 2024

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The President may attend all Sub-Committee meetings ex officio. The General Manager will serve as Deputy Convenor of all Sub-Committees and, in consultation with the Convenor, will schedule Sub-Committee meetings at regular intervals. The General Manager shall be responsible for taking minutes of the Sub-Committee meetings and, at his discretion may delegate this responsibility to a staff member.

The Convenors will have access to relevant revenue and expense accounts.

## 1. Polo Sub-Committee

The Polo Sub-Committee comprises but not limited to the Polo Captain who is the Convenor, a Committee member who is a Charter Polo Playing Member and the Honorary Secretary. Its duties are to advise the Committee on the following:

- a. The implementation of, and compliance with, all Rules and Bye-laws concerning polo ponies kept at the Club, or elsewhere approved by the Committee, and to make recommendations to the Polo Captain and the Committee regarding such Rules and Bye-Laws.
- b. Eligibility for subsidies for horses at the Club, and their classification as Polo Ponies.
- c. Schedule of Polo Ponies at livery showing:
  1. Name of horse
  2. Owner and lessee (if applicable)
  3. Classification of horse
- d. Changes to livery charges to the Committee.
- e. Assist on the employment and direction of polo professionals, managers with the general aim of achieving the highest possible standards of horse care.
- f. The acquisition and deployment of suitable polo ponies as Club horses.
- g. Field/ground quality and maintenance to ensure quality of polo games.
- h. Assist on the Tournament schedules and Tournament levels.
- i. Assist on the assessment of handicap for players.
- j. Any other duties as specified from time to time by the Committee

# The Club's Bye-Laws Rules Effective from May 2024

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## 2. Governance, Admin and Finance Sub-Committee

The Convenor will be the President of the Club and membership of the Sub-Committee will include at least the Honorary Treasurer, Vice President, Honorary Secretary and the Polo Captain. The Convenor is to decide how many other members form the Sub-Committee.

The Governance, Admin and Finance Sub-Committee oversees the financial strategic planning, management, legal issues, membership, marketing & communication of the Club. Its duties are to advise the Committee on the following:

- a. The accounting standards and procedures are followed and that a yearly budget and monthly operation statement and yearly audited statements of accounts are properly prepared and in a timely manner.
- b. That the Club submits all required statutory returns to the authorities.
- c. That the Club maintains proper records and minutes of meetings.
- d. That proper credit control is exercised by the management.
- e. That the Club arranges and maintains adequate insurance cover and meets all statutory and legal requirements in this respect.
- f. That the Club maintains a register of Club Cups and Trophies and checks that they remain on Club premises and are properly looked after.
- g. That the Club has proper and effective security arrangements in place.
- h. That all licenses and permits are maintained.
- i. The investments of Club funds.
- j. Internal controls and authorize guidelines and monitor their implementation.
- k. Applications for membership in accordance with the Club Constitution and Bye-laws and overseeing the membership procedures for candidate members to the Club.
- l. The level of Deposit considered adequate to cover a minimum of 2 (two) months' charges for all new members.
- m. The employment and direction of the caterer or catering and bar staff.
- n. Strategic direction of the Club.
- o. Any other duties as determined from time to time by the Committee.

# The Club's Bye-Laws Rules Effective from May 2024

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## 3. Riding Academy Sub-Committee

The Riding Convenor will be appointed by the Committee and must be a Charter Polo Playing member. The Convenor is to decide how many members to form the Sub-Committee. The duties of the Riding Sub-Committee are to advise the Committee and General Manager on:

- a. How to promote among Club members and the general public a healthy interest in equestrian sports and the Singapore Polo Club.
- b. Any pricing changes, Riding Academy Rules & Regulations, Bye-Law, Constitutional or other policy changes related to the Riding Academy and provide constructive feedback prior to submission to the Committee for approval.
- c. Financial performance of the Riding Academy and provide constructive feedback.
- d. Policies and help members understand the rationale behind changes.
- e. Livery applications and provide feedback on the suitability in accordance with the livery criteria and/or recommend any special livery conditions to the application.
- f. Activities of the Riding Academy and gather feedback from Members, and provide feedback to the Sub-Committee and Club Management with the objective to continuously improve the Riding Academy.
- g. Also to help promote and support activities in the Riding Academy such as Pony Club, Competitions, Special Events and other programs.
- h. Inform the Club Management of any safety issues or failure of riders or staff to follow the Bye-Laws, Constitution, or Rules and Regulations related to the Riding Academy.
- i. Any other duties as determined from time to time by the Committee.
- j. The Riding Academy will keep an inventory of Club cups and trophies as listed in Appendix D.

# The Club's Bye-Laws Rules Effective from May 2024

## Appendix A

### Polo Livery Agreement

- A.** Pursuant to the Party's request, the Club agrees to stabling the Horse(s) on the general terms and conditions, fees and prices annexed here to or as updated by the Club from time to time.
- B.** The Party agrees to stable his/her horse(s) at the Club's premises under these fees, prices, general terms and conditions which may be changed from time to time in accordance with the Club's Constitution, Bye-laws and any policies including Human Resource policy.

The following documents shall form part of this Service Agreement:

1. Annex 1 – Livery Fees
2. Annex 2 – Prices of Services
3. Annex 3 – Duties and Overtime Breakdown prices
4. General Terms and Conditions

Any dollar amount referred to in this Agreement for fees, services, charges or costs charged by the Club shall be subject to GST at the prevailing rate any other relevant taxes. All amounts are in Singapore dollars.

### **ANNEX 1 – LIVERY SERVICE FEES**

<b>STABLE TYPE</b>	<b>Subsidized Livery Charge (excl. GST)</b>	<b>Empty Livery Charges (excl. GST)</b>	<b>Allocated stable deposit</b>	<b>Security deposit (one-time payment and refundable on termination of agreement)</b>	<b>Criteria</b>
<b>Allocated stable livery</b>	\$1300 per month	\$500 per month	\$300 per month	\$1000	Other charges in allocated stable agreement

# The Club's Bye-Laws Rules Effective from May 2024

Polo Term Livery	Term Contract					
	1 year	2 years	3 years	4 years	5 years	6 years
Livery Per Month	\$2,300	\$2,300	\$2,200	\$2,200	\$2,100	\$2,100
Refundable Deposit amount	\$6,900	\$11,500	\$15,400	\$19,800	\$23,100	\$27,300
Deposit required (no. of months)	3	5	7	9	11	13

Livery Charges for Polo Ponies shall be determined by the Committee at its absolute discretion from time to time.

## **ANNEX 2 – PRICES OF SERVICES**

- a) No pro-ration of charges will be allowed for consumption of, or use of, less than the minimum/maximum stipulated weight or amount of goods supplied by the Club under this Agreement.
- b) Any charges for services referred to in this Agreement are subject to change at the sole discretion of the Club.
- c) Where any Livery Services are provided outside of stipulated working hours, additional overtime charges will apply in accordance with the rates set out in Annex 3.

Additional Livery Services	Price
<b>Clipping</b>	\$100 per horse per time
<b>Clipping (Difficult Horse with Handler)</b>	\$150 per horse per time
<b>Poulticing</b>	1 <sup>st</sup> poulticing during stipulated work hours is free. Any additional livery request shall be charged at \$15 each time (up to 4 legs each time) and will be performed during stipulated working hours. When this additional service is provided outside stipulated working hours, overtime rates shall apply will be charged at the prevailing overtime rate for the applicable day (refer to rates in Annex 3) in addition to \$15 per poulticing.
<b>Ice Boots</b>	\$20 per session. When this additional service is provided outside stipulated working hours, overtime rates shall apply will be charged at the prevailing overtime rate for the applicable day (refer to rates in Annex 3) in addition to \$20 per session. For Polo Day – Free icing after polo if required.
<b>Hand Walking</b>	\$15 per 20 minutes

## The Club's Bye-Laws Rules Effective from May 2024

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<b>Shavings</b>	Charge at prevailing rate
<b>Loading of horse onto transport (each way)</b>	\$33 each way
<b>Utilities / Electrical Device in stable</b>	\$25 per wall fan per month
<b>Wall mounted fan per installation</b>	\$350 non-refundable. Parties can remove fan at their own cost without damaging club facility and fixture
<b>Farrier</b>	As per the club farrier's price list
<b>Holding for Farrier (Difficult Horse)</b>	\$20 per time
<b>Movement of Horse for the purpose of Veterinarian consultation or farrier</b>	Working hours – free Outside working hours – the prevailing overtime rate for the applicable day (refer to rates in Annex 3)
<b>Deworming Medication</b>	Charge at prevailing rate prior to Deworming
<b>Vaccinations as specified by the Club from time to time</b>	Charge at prevailing rate prior to Vaccinations
<b>Rubber Mats for Stable</b>	\$150 per Mat (one-time payment)
<b>Additional feed items not on the feed menu or in excess of the maximum quantity</b>	At cost plus standard administration fee
<b>Emergency Medical Attention</b>	Medical attention provided on an emergency basis (eg colic), but provided outside of stipulated working hours, will be charged at the prevailing overtime rate for the applicable day (refer to rates detailed in Annex 3)
<b>Assistance provided to Veterinarian for consultation</b>	When assistance is provided, at the request of the appointed Veterinarian, and that assistance is provided outside stipulated working hours, the Party will be charged at the prevailing overtime rate for the applicable day (refer to rates in Annex 3)

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## ANNEX 3 - DUTIES AND OVERTIME BREAKDOWN

Day of the Week	Stipulated Working Hours	Usual Service Provided (at no additional charge)	Additional Services Provided (to be charged to Livery Owner)	Rate for Overtime and/or Additional Services
<p>Polo Days Tue, Thu Sat &amp; Sun</p> <p>Non-Polo Days Wed &amp; Fri</p>	<p><b>Morning</b> • 7.00am – 10.00am</p> <p><b>Afternoon</b> • 2.30pm – 7.30pm</p> <p><b>Morning</b> • 7.00am – 10.00am</p> <p><b>Afternoon</b> • 3.30pm – 6.30pm</p>	<p>Please refer to Clause 5(b) of the Service Agreement for specific services provided as part of the Agreement</p>	<p>Any work performed outside of stipulated working hours</p>	<p>\$24 per hour for any service provided outside stipulated working hours</p>
<p>Monday and Public Holidays</p>	<p><b>Morning</b> • 7.00am – 10.00am</p> <p><b>Afternoon</b> • 3.30pm – 6.30pm</p>	<ul style="list-style-type: none"> <li>• Either one front paddock turn-out or one walker</li> <li>• Feeding</li> <li>• Haying</li> <li>• Watering</li> </ul>	<ul style="list-style-type: none"> <li>• Any work performed outside of stipulated working hours</li> <li>• Second paddock turn out or walker</li> <li>• Medical Attention</li> <li>• Tacking/Untacking</li> </ul>	<p>Flat rate of \$50 per additional service, per horse, when performed during stipulated working hours</p> <p>Additional charge of \$24 per hour if additional services are provided outside stipulated working hours</p>
<p>"Off Days"</p>	<p>N/A</p>	<p>No usual services provided by grooms on their "off day"</p>	<p>Any request for groom services by a Parties will be subject to overtime charges</p>	<p>\$32 per hour, minimum 4 hours (\$128)</p>

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"Off Day" denotes any day of the week on which a particular groom is 'off'. If a Party requests the services of that particular groom on their designated 'off day' then the corresponding rates of overtime will apply.

## **GENERAL TERMS AND CONDITIONS**

### **1. GENERAL GUIDELINES**

- a) The General Manager, or any person nominated to act as his/her official appointed representative, has sole discretion to make decisions in relation to the implementation of the Agreement. Any reference in this Agreement to requests for approval will be understood to mean that approval will be given by the General Manager or his/her appointed representative.
- b) The Party warrants that he/she is, and shall continue to be a current and fully paid-up member of the Club holding a Charter membership during the term of this Agreement.
- c) It is expected of the Party to conduct themselves in a courteous and gracious manner with all staff and fellow members. It is expected that they shall honour the good name and reputation of the Club inside and outside the Club premises.
- d) The Party agrees to abide by the Club's Constitution and Bye-Laws, as well as any other policies and rules set by the Polo Section or the Club at all times. It shall be the sole responsibility of the Party to keep up-to-date and be aware of any updates or changes in the Constitution, Bye-Laws, Rules, policies and processes of the Club.
- e) The Party agrees that in no circumstances, Club members are strictly prohibited from providing polo lessons to the Party. Only the Club's Instructors are allowed to provide polo/riding instruction on the Club's leased and managed premises and to Club stabled polo horses or ponies.
- f) Where the Party enters into this Agreement on behalf of a Junior Rider who is aged below twenty-one (21) the Party warrants that he/she is the parent or legal guardian of the Junior Rider and shall ensure that the Junior Rider shall abide by the terms and conditions of this Agreement and shall be fully responsible for any injuries, damages and other incidents that may happen to the Young Rider or to the Party's horse.
- g) If any inconsistencies or conflicts arise between the separate documents forming this Agreement, to the extent of inconsistency or conflict, the following order of precedence shall apply: (i) the Club's Constitution, (ii) The Club's Bye-Laws, (iii) the Club's Polo Department & Academy Rules & Regulations; notices and (iv) any written agreement between the Parties duly signed and executed. In any dispute, the Committee's decision shall prevail.



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- h) The Parties acknowledge and agree (i) that this Agreement is a commercial agreement and shall be construed in accordance with normal commercial principles; (ii) that the provisions herein shall not be construed against the Party which drafted or prepared the provisions; and (iii) not to challenge any of the provisions of this Agreement on grounds of reasonableness or the lack thereof.

## 2. ALLOCATION & REALLOCATION OF STABLES

- A) The refundable deposit (“**Security Deposit**”) is shown in Annex 1. This deposit, less any debts owed and/or sums reasonably incurred by the Club to reinstate and/or rectify damage to the Club’s premises caused by the Combination (that is, the combination of the Horse and Party and/or Rider) in accordance with Clause 2(d) below, shall be returned after the termination of this Agreement.
- B) The Club shall allocate a stable for the Horse and may from time to time relocate the stable and require any horse to be moved to a different stable with prior notice to the Party. No Party may move the Horse to a different stable without the Club’s prior approval in writing.
- C) The Party agrees that where the stable has been relocated pursuant to Clause 2(b) above, the Club shall endeavour to give the Party 48 hours to relocate to its new stable. The Party agrees that the Club and its employees are authorized to move the Horse to its new stable under this clause.
- D) Upon termination of this Agreement, the Party shall be given five (5) days to reinstate and/or rectify any damages to the Club’s Premises caused by the Combination, failing which the Club reserves the right to take all necessary action to reinstate and/or rectify any damages to the Club’s Premises caused by the Combination and recover such costs from the Party, including (at the Club’s sole discretion and option) deducting any part of the costs incurred from the Security Deposit.

## 3. ARRIVAL OF THE HORSE

- a) The Party agrees that, notwithstanding any other clause in this Agreement, the Party must obtain the Management’s written approval before the Horse is eligible to move into the stable at the Club.

The Party agrees that he/she shall be present at the Club on the day of the Horse’s arrival (“Arrival Date”) to settle the Horse in. Where the Party is unable to be present to settle the Horse in, the Party, prior to the Arrival Date, nominate another member of the Club to settle the Horse in on the Party’s behalf. The Party shall notify the Club of such nomination in writing 48 hours prior to the Arrival Date, and accepts all risk and liability in circumstances when they are not present themselves.

# The Club's Bye-Laws Rules Effective from May 2024

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## 4. MONTHLY FEES, MEDICAL SURCHARGE AND OTHER FEES

- a) Monthly Fees for Livery can be found on Annex 1.
- b) Upon the provision of a Veterinarian's report (not dated more than 7 days earlier), which must be submitted to the Club Management and approved, duty grooms will assist to administer the duties mentioned under medical attention (please refer to Clause 5(i) for the Horse at no charge to the Party for a period of one (1) calendar month for each and every specified medical condition. The medical attention provided will be in accordance with the definition included in this Agreement.
- c) One calendar month of free medical attention will be provided per medical condition. Whether a medical condition is related or not will be determined at the Club with the support of a supplementary medical report provided by the Party's appointed Club's approved Veterinarian.
- d) Should a medical condition require medical attention for a period exceeding one (1) calendar month, this attention will be limited to Poulticing/Ice Boots and/or Hand Walking, and will be charged to the Party in accordance with the prices set out in Annex 2.
- e) Medical attention shall also include two sessions of twenty (20) minutes of hand walking per day during stipulated working hours, if recommended in writing by the Veterinarian, which will be provided by the Club in lieu of front paddock turnout and walker services usually provided under the standard Livery Agreement.

## 5. LIVERY SERVICES

- a) All requests in relation to the provision of Services, and any variation of those services, are to be made to the authorised Duty Supervisor of each respective stable yard. Only the authorised Duty Supervisor is able to agree to such requests.
- b) The following Livery Services will be provided by the Club as standard:
  - i. One (1) stable with fan
  - ii. Seven (7) days a week of mucking out service
  - iii. Seven (7) days a week of feeding, haying and watering service
  - iv. Six (6) days a week of grooming service (no service on Mondays/Public Holidays). Grooming service is defined as the removal of dust/ dirt/ sweat/ stable stains from the body of the Horse by grooming/washing including the mane and tail as well as picking out of hooves in preparation for exercise and after turn out.

# The Club's Bye-Laws Rules Effective from May 2024

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- v. Six (6) days a week of tacking up service (no service on Mondays/Public Holidays). This service includes the tacking prior to and untacking of the Horse after riding and Polo.
- vi. Up to a maximum of four (4) bags of quality shavings per week for bedding or equivalent sawdust
- vii. Two (2) rubber mats per stable

The Club may at its sole discretion, change or vary the services as and when it deems fit by providing Parties at least 2 days' notice of such changes.

- c) The Livery Services shall be provided within the Club's employees' working hours of 7.00am – 10.00am and 2.30pm – 7.30pm on Polo Days on Tuesdays, Thursdays, Saturdays and Sundays, 7.00am – 10.00am and 3.30pm – 6.30pm on Non-Polo Days on Wednesdays and Fridays, excluding Mondays and Public Holidays (the stipulated working hours).
- d) The earliest time the Horse can be requested to be tacked up for lesson/riding is 7.15am and 4:00pm.
- e) For self-ride, the Party/Rider has to return the horse to the respective stables at least thirty (30) minutes before the employees' working hours end (as indicated in 5 (c)). Any horses returning to the stable after working hours must be untacked and washed down by the Party/Rider.
- f) Paddock Services cannot begin before working hours and are available **weather permitting**. There are no private paddock services provided on Mondays/Public Holidays. The Club has the sole right to decide on whether a paddock is to be closed. Rented paddocks are available for rent on a monthly basis. The paddock time should not exceed three (3) hours per session. The paddock sessions are as follows:

Morning session : before 12pm

Afternoon session : after 12pm

Should the Party's livery horse be seen in a paddock that has not been rented, he/she shall be charged the following penalty fees per session/day:

Small paddock : \$125

Big paddock : \$200

The Club will remove the horse at the stable if this continues.

# The Club's Bye-Laws Rules Effective from May 2024

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- g) The Club shall not be held responsible by the Party or anyone that they have authorised to attend to the Horse. For any loss of shoes or injuries, including but not limited to fungus or skin conditions, that arise when a Party makes use of arenas and/or paddocks (wet or dry) to turnout the Horse for the duration used or at any time used, whether during or outside of Club working hours (please refer to Clause 5(c) of this Agreement for details of stipulated working hours). The Party shall take sole and full responsibility for the Horse and any subsequent loss, sickness, injury, damage or death to the Horse, Club property and premises or any third-party loss.
- h) The following services (including but not limited to) will be provided, as part of the Livery Service, in circumstances where the Horse requires medical attention administered by grooms or Duty Supervisor:
- i. Administration of oral medication
  - ii. Administration of eyedrops
  - iii. One (1) poulticing/icing per day (up to four (4) legs)
  - iv. Changing of wound dressings
  - v. Application of cream and/or ointment as required for wound treatment

Any medical attention not listed above will be subject to a medical surcharge and/or additional charges in accordance with the prices set out in Annex 2.

- i) Any additional requests for services outside the Livery Services must **ONLY** be requested through the Management who shall confirm whether this will be provided. Such services shall be provided subject to the availability of the Club's resources. Extra services shall be billed as per Annex 2, in this Agreement
- j) For avoidance of doubt, the following Livery Services shall be carried out on Mondays and Public Holidays:
- i. Mucking Out;
  - ii. Feeding, haying and watering;
  - iii. Near Stable Paddock turn out or walking in the automated walker
- k) The Party acknowledges and agrees that the allocation of syces is at the Club's sole discretion and the Club reserves the right to change the allocation of the syces as and when is necessary.
- l) Subject to the availability from the Club's suppliers, the Club will provide the following Feed Menu as part of the Livery Services:

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<b>Hay (Maximum Kg as below per day)</b>	<b>Hard Feed (Maximum eight (8) kg in total per day)</b>
<ul style="list-style-type: none"> <li>• Maximum seven (7) kg of Ryegrass Haylage or Bermuda or Lucerne Hay (at the option of the Party)</li> </ul> <p style="margin-top: 10px;">(any consumption quantity over and above will be billable to Party's account, in addition to a 10% wastage fee per kg)</p>	<ul style="list-style-type: none"> <li>• Hygain Ice</li> <li>• Speedi Beet</li> <li>• Wheaten Chaff</li> <li>• Electrolytes</li> <li>• Oats</li> <li>• Brans</li> </ul> <p style="margin-top: 10px;">(Any consumption quantity over and above will be billable to Party's account, in addition to a 10% wastage fee per kg)</p>

- m) The Club reserves the right to change brands and/or suppliers of the feed listed in the Feed Menu without notice.
- n) The Party understands and agrees that there shall be no reduction in the Livery Service Fees even if the Party chooses not to utilize any or all of the feed listed in the Feed Menu.
- o) The Club shall provide feed to the Horse at Club defined feed times.
- p) Storage of food items shall be at the Club's sole discretion.
- q) The Party agrees that feed items shall not be stored outside the Horse's stable
- r) Night time feeding is not permitted on the Club's Premises unless required for medical reasons. Where night-time feeding is required, a written note by a Club approved Veterinarian must be submitted to the Polo Office.
- s) The Party is not permitted to send personal messages to syces/grooms. For any matters concerning livery services and services provided by grooms and/or syces, the Party is required to contact their respective authorised Duty Supervisor directly.
- t) The Party is not allowed to feed the Horse on their own unless the feed has been pre-approved by the Club.

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- u) Parties are required to inform Stable Supervisors if they want to change the feed or hay for their horses. Parties are not allowed to change the feed board or verbally advise the grooms of any changes to the field board.
- v) Parties are not allowed to give instructions to the grooms to bring their horses to the pony lines for Stick & Ball (Wednesdays and Fridays from 1600hrs to 1830hrs) except for horses stabled at NEP Stable.
- w) Parties are required to give at least 30 minutes notice to the Stable Supervisors if they want their horses to be tacked up for Riding or Stick & Ball.

## 6. ADDITIONAL SERVICES

- a) The Party acknowledges and agrees that the Livery Service Fee does not include the cost of farrier services and that any and all cost of farrier services shall be borne by the Party.
- b) The Party agrees that he/she shall only use Veterinarians that are on the Club's Approved Veterinarian List. The Party acknowledges and agrees that the use of any Veterinarian not authorized by the AVA to practice in Singapore is strictly prohibited.
- c) The Party shall only administer medication or medicine to the Horse that have been recommended and/or prescribed by the Club-approved Veterinarian.
- d) The Party agrees that the Horse shall follow the Club's schedule for vaccinations and deworming and agrees to adhere to the vaccinations and deworming scheduled by the Club. The Party further agrees that where the Horse must be re-vaccinated to align with the Club's vaccination and deworming schedule, the cost of such additional vaccination and deworming shall be borne by the Party.
- e) The Party agrees that in the event that the Club in its absolute discretion, deems that the Horse to be in urgent need of veterinary or farrier attention, the Club is authorized to summon a veterinarian or farrier and the Party is deemed to have authorized any and all treatment. The Party also agrees to bear the full cost of same. The Club agrees to use all reasonable endeavours to contact the Party before any treatment is carried out.

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## 7. TERMS AND CONDITIONS CURRENTLY GOVERNING THE GRANT OF THE LIVERY SERVICE AGREEMENT / LIVERY FOR POLO PONIES AND CONDITIONS FOR ELIGIBILITY FOR SUBSIDY

The Club may, through the Committee, offer livery for Polo Ponies to Charter Members which shall be in accordance to the Club's Bye-laws "Livery for Polo Ponies and conditions for eligibility for subsidy".

Leasing of the Party's polo pony (i.e. loan of the Party's pony either partially or fully for any monetary consideration whatsoever) to another Member to ride or play polo is strictly prohibited. The breach without approval from club will result in the immediate termination of this Agreement.

## 8. ABSENCES

a) The Party agrees that prior to being away for any length of time the Party shall:

1. Inform the Club in writing no later than seven (7) days in advance.
2. Provide the Club with an exercise schedule for the Horse that has been approved by the Management;
3. Provide the Club with an authorization form indicating the person(s) and Veterinarian to be responsible for the Horse's exercise schedule, including the contact details of the said person(s) and Veterinarian.

b) The Club reserves the right to exercise the Horse in the Party's absence if the Party has not made the appropriate arrangements for the Horse or if the person(s) they have authorized to exercise the Horse is deemed by the Club to be unsuitable. The Party agrees that any and all costs for the exercise of the Horse during the Party absence shall be borne by the Party.

## 9. RIDING

- a) The Party agrees that they shall only take lessons or Horse Management Services from the Club's appointed Polo Professionals on the Club's Premises including any other properties leased or managed by the Club (defined in this context as "Singapore Polo Club property").
- b) The Party agrees that where the Horse is ridden outside of the Club property, the Club shall not be liable for any loss, theft, damage, sickness, disease, injury or death suffered by the Horse.

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- c) The Party agrees not to ride the Horse in a dangerous and reckless manner.
- d) The Party acknowledges and agrees that the Horse named in this Agreement is only ridden by the Party and his/her immediate family members (spouse and children below 21 years of age) registered under the same Club membership or the authorised member/polo professionals/ guest as appointed by the Party after they have first signed the Club's deed of waiver and indemnity form prior to riding.

## 10. HORSE MANAGEMENT

- a) Any requests for horse management of horse(s) by polo professionals must go through the polo office and will be subject to the availability of the polo professionals. Terms and conditions shall apply.

## 11. GUESTS

- a) The Party agrees that he/she shall be responsible for ensuring that any person riding the Horse is a member of the Singapore Polo Club whose membership permits riding or is a Guest Rider of the Party as stipulated in the Club's Constitution and Bye-Laws.
- b) The Party agrees that his/her Guest Rider (those riders that are not members of the Club) shall only ride the Horse under the Party's supervision.
- c) In the event that the Party has a Guest, the Party will be required to register the Guest details on the guest book located at the Club's front reception and the guest will need to sign the indemnity form prior to mounting on the Horse.
- d) Parties or any of their authorised riders as in Clause 9 (d) shall be responsible for picking up their horse's manure when riding in any Club owned or managed arenas. Parties shall be charged a fee should they not do so.



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## 12. GRIEVANCE PROCEDURE

- a) The Party acknowledges and agrees that the most appropriate and efficient way to communicate any concerns and issues with the Club's employees or facilities is to make a report in writing, submitted by email to the Club's Polo Office. If issues are unresolved, the Party may address matters to the Club's Honorary Secretary.
- b) The Party agrees not to do or say anything that may bring the Club into disrepute nor post any negative matter on any social media platforms. The Party acknowledges that a breach of this clause shall, without prejudice to the Club's other rights, result in disciplinary action under Rule 23 of the Club's Constitution. The Party acknowledges that the Club shall have the absolute right to terminate the Party's stable lease giving one months' notice in advance should the Party not adhere to this clause.
- c) The Party acknowledges and agrees that he/she does not have the right to reprimand, harass or seek favours from any of the Club's employees. The Club may take the necessary action it deems fit against any non-compliance to this clause.
- d) The Party acknowledges that tipping of the Club's employees whether in cash or in kind is strictly prohibited.
- e) Parties are, in no circumstances, permitted to give the Club's employees informal instruction beyond contracted services with regard to services concerning horses owned or leased or ridden by the Party.
- f) Employees of the Club have no power whatsoever to deviate from the Club's Constitution, Bye-Laws, and Standard Procedure Instructions. Parties must, in no circumstances, request them to do so.
- g) The Club reserves the right to take disciplinary action under Rule 23 of the Club's Constitution against anyone who fails to adhere to the above.

## 13. HORSE MOVEMENT AND TRAVELLING

- a) The Party agrees and hereby authorizes the Club and its employees to handle and move the Horse as and when reasonably required. For the avoidance of doubt, this includes movement and travelling both within the Club premises and outside the Club premises. Prevailing charges shall apply for movement outside the Club's premises.

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- b) The Party agrees to fully indemnify the Club against any and all loss, damage and/or but not limited to injury suffered by the Club (including its employees) or any claims by a third party for loss, damage and injury suffered, as a result of the movement and travelling of the Horse, provided that the loss, damage and injury were not caused by the negligence and unauthorized handling of the Horse by the Club and its employees.
- c) Where the Horse travels out of the Club's Premises for whatever reason, the Club shall endeavour to provide the Party reasonable assistance. The Party agrees that the Club shall not be liable for any loss, injury or damage to the Horse or the Party's property, howsoever caused.
- d) The Horse Passport shall remain in the possession of the Club at all times.

### 14. HORSE WELFARE

- a) The Party agrees that he/she is fully responsible for the reasonable and proper care of the Horse. This includes covering all costs and expenses of the Horse and ensuring the Horse obtains adequate amounts of exercise.
- b) Where, in the Club's reasonable opinion, the Party is failing to take reasonable and proper care of the Horse, the Club is hereby authorized by the Party to take all reasonable and adequate steps to ensure that the Horse's welfare is not compromised.
- c) The Party acknowledges and agrees that he/she shall be fully responsible for any and all costs incurred.
- d) The Party agrees that he/she is fully responsible for the proper riding, training, and exercising of the Horse.
- e) Where, in the Club's reasonable opinion, the Party is failing to ensure that the Horse is provided with the proper riding, training and/or exercise, the Club is hereby authorized by the Party to take all reasonable and adequate steps to ensure that the Horse receives the proper riding, training and exercise. The Party acknowledges and agrees that he/she shall be fully responsible for any and all costs incurred.
- f) The Party is required to inform the respective authorised Duty Supervisor of any Veterinarian appointments that have been arranged and any treatment that is provided. Notice is to be given as early as possible. Where the Club is not notified of appointments and/or treatment the Club will not be held liable or responsible for any resulting loss, injury or damage. Where additional services or care are required due to failure to inform the authorised Duty Supervisor, the Party will be required to pay for that service.

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- g) If the Horse is under veterinary care, services and charges as detailed in Annex 2 for medical attention will be applied, including but not limited to the Medical Attention Surcharge.

## 15. INSURANCE

- a) The Party acknowledges that the Club has a public liability policy, but that this policy does not extend to the Party or the Horse. In those circumstances, the Club strongly recommends and advises that all Parties hold valid public liability insurance. The Club also recommends for all Parties themselves, personal accident insurance that covers all polo or equestrian activities.
- b) The Party acknowledges that the Club does not carry any insurance for the Horse. The Party agrees that it is the Party's responsibility for insuring the Horse.

## 16. RISK OF LOSS

- a) During the term of this Agreement, the Party agrees that the Club shall not be liable for any sickness, disease, theft, damage, injury or death which may be suffered by the Horse.
- b) The Party further agrees that the Club shall not be liable for any escape or straying of the Horse and that the Club shall not be liable for any damage, injury, loss or death caused by the escape or straying of the Horse.
- c) The Party agrees to fully indemnify the Club against any and all claims arising from loss, damage, injury, or death caused by the Horse to any third party or property, including claims for damages, costs, loss and expense (including legal fees).

## 17. TERM OF AGREEMENT

### For allocated stable:

This Agreement shall commence on the effective date of allocation or transfer.

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## **For term club stable:**

This Agreement and shall continue for a period of one (1) to six (6) years from the date of allocation. This Agreement shall not automatically renew for subsequent terms. An application for renewal must be submitted 6 (six) months in advance prior to the expiry of the term club stable, as there is no auto renewal.

## **18. TERMINATION**

### **For term club stable:**

- a) As per the term stable agreement, depending on the duration of the term of the lease which can be for a period between one (1) to six (6) years, the holder must give written notice (6) six months in advance to request for termination of their stable prior to the lease period expiring.
- b) Should the holder wish to give up the stable earlier than the term contracted be it 1 (one) or up to 6 (six) years, the holder must give written notice 6 (six) months in advance and have good reason for giving up the stable (diplomatic clause). They must also find a suitable holder to take over the remaining term of the stable. Terms and conditions will apply and this is subject to the Committee's approval.
- c) The Club shall refund the security deposit subject to the duration of the term of the lease of between 1 (one) to 6 (six) years. This is also contingent upon ascertaining no damages have been sustained in the occupied stable unit and the receipt of the final full month livery charges. The security deposit shall be refunded within 2 (two) calendar months.
- d) In case of early termination, holders can request for novation to another holder until the end of the lease or with a request for a longer period. An administrative fee of \$1,000 will be applicable.
- e) In the event of early termination with the intention to return the stable to the Club, an administrative fee of \$1,000 apply, and in addition to ending the contract, penalties as follow;

Non-diplomatic reasons – 50% of the monthly livery fees (Cap at maximum, 1 (one) year livery or end of the remaining lease, whichever is lesser).

Diplomatic reasons – 25% of the monthly livery fees (Cap at maximum, 1 (one) year livery or end of the remaining lease, whichever is lesser)

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- f) At the end of a term contract, should a member cease the term livery, the deposit is fully returned to the member. However, renewal with new Term contract, the existing deposit will be fully refunded and a new deposit with a new term period will be required accordingly.
- g) In the case of early removal of the Horse, empty livery charges shall be applicable in respect of the balance days of the one-month notice that are unutilised. The Club shall refund the security deposit upon ascertaining no damages have been sustained in the occupied stable unit and the receipt of the final full month Livery charge. The security deposit shall be refunded within two (2) calendar months.

## 19. TRANSFER OF STABLE ALLOCATION/TERM

### For allocated stable:

- a) The Party may apply for his allocated stable to be transferred to another polo player with a valid SPC polo handicap by written notice to the Polo Captain and Honorary Secretary and execution of relevant novation agreement.

### For term stable:

- b) The Party may apply for his term stable to be transferred to another polo player (see point 18b) with a valid SPC polo handicap by written notice to the Polo Captain and Honorary Secretary and execution of relevant novation agreement.

## 20. ASSUMPTION OF RISK

The Party acknowledges that there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of horses to behave in unpredictable ways that may result in injury, harm and death to persons on or around them, the propensity of horses to behave in unpredictable ways that may result in damage to property, the limited availability of emergency medical care and the potential for the Party and/or the Junior Rider and/or Guest Rider to sustain injury, harm or death as such result of the negligence of other persons involved in polo or equine activities.

# The Club's Bye-Laws Rules Effective from May 2024

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## Appendix B

### 1. MYRA CUP

Presented by Messrs J H Dredge, J M Sasoon and R S Motier in 1936; to be played for yearly, as an American Tournament.

Conditions:

- (a) Teams to consist of members who play regularly at the Club.
- (b) Each player is limited to one pony, which may only be changed by sanction of the tournament committee.
- (c) Each match limited to two chukkas.
- (d) The number of teams accepted and the standard of teams accepted to be at the discretion of the Polo Captain.

### 2. ISMAIL (SENIOR) CUP

Presented by H H the Tunku Mahkota, Johore in 1947 to be played for under the same conditions as for the MYRA CUP.

### 3. (ERNEST KEENE CUP)

Presented by E E Keene in 1951 to be played for yearly by the two highest handicapped teams in the Club.

Conditions:

- (a) Teams to consist of members who play regularly at the Club.
- (b) Each player limited to two ponies which may only be changed by sanction of the tournament committee.
- (c) Each match to consist of four chukkas.

### 4. ROYAL ARTILLERY CUP

Presented by Brigadier J M Hailey D S O in 1956. Originally to be played for between a team representing the S R Saddle Club and a team representing the Singapore Polo Club under the same conditions as the ERNEST KEENE CUP. Since the closing of the R A Saddle Club, the cup is played under the same conditions as the ERNEST KEENE CUP.

# The Club's Bye-Laws Rules Effective from May 2024

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## 5. RUNME SHAW CUP

Presented by Tan Sri Runme Shaw in 1969 to be played for yearly; either

(a) Under the conditions of the ERNEST KEENE CUP; or

(b) As a four-chukka match, players limited to two ponies, between a club team and an invitation team or amongst club teams and invitation teams.

(c) Where possible to be played in conjunction with the Singapore Pesta Sukan.

## 6. (WONDERScout CUP)

Presented by Mrs. P G Baker in 1974. To be played for yearly amongst teams of members who play regularly at the Club and are in the medium range of Club handicaps. Particularly to include those excluded from the high handicap and low handicap Club Cups.

Conditions:

Either

(a) To be played as a "knock-out" tournament amongst four teams. Each match limited to two chukkas and each player limited to one pony,

or

(b) If 16 eligible players are not available to be played as a four-chukka match between two teams; each player limited to two ponies.

or

(c) To be played between two teams as a two-chukka match; each player limited to one pony.

(d) Not to be played as League or American Tournament.

## 7. PENDEKAR CUP

Presented by Brian Kelly in 1968 to encourage young players; to be played for yearly between two teams selected by the Polo Captain comprising the eight youngest players in the Club who are, in his opinion, ready for tournament polo.

# The Club's Bye-Laws Rules Effective from May 2024

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Conditions:

- (a) The match to be played under the same conditions as the ERNEST KEENE CUP if a majority of the players eligible have two ponies.
- (b) Otherwise, to be played under the same conditions but as a two-chukka match with players being limited to one pony.
- (c) If played under (a) above, those not having two ponies may substitute so as to make up a four-chukka match.

## 8. NORTH JUNIOR CUP

Presented by Bill North in 1971 to encourage young players; to be played for yearly under the same conditions as the PENDEKAR CUP.

## 9. DE SILVA CUP

Presented by B.P.De Silva & Co in 1955 to be played by two teams selected by the Polo Captain comprising the eight lowest handicap members of the Club who are, in his opinion, ready for tournament polo.

Conditions:

- (a) The match to be played under the same conditions as the ERNEST KEENE CUP if a majority of the players eligible have two ponies.
- (b) Otherwise, to be played under the same conditions, but as a two-chukka match with players being limited to one pony.

## 10. ISMAIL (JUNIOR) CUP

Presented by H H Sir Ismail Tunku Mahkota D.K., S.P.M.J., K.B.E., C.M.G. in 1955 to be played for under the same conditions as for the DE SILVA CUP.

## 11. (PIXTON CUP)

Presented by Colonel A G Pixton, United States Military Attache, in 1959. To be played for yearly under the same conditions as the DE SILVA CUP.



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## Other Polo Cups:

1. MONGOLIA SHIELD

This trophy was presented by the late Mr. Chua Wan Hin. Wan Hin was a tremendous character and good polo player.

The trophy was presented to be competed for as often as possible between two teams of no more than a two-goal handicap difference. Pony power decides the number of chukkas in the match but each pony must play two chukkas. The winning team can be challenged by any other team of no more or less than a two-goal handicap difference.

2. ARGENTINE CUP

To be competed for against visiting teams on conditions to be determined by the Polo Captain.

3. VICTOR'S CUP

To be played for at the discretion of the Polo Captain.

4. THAI CHAY CUP

Presented by Thai Chay, the Club's fodder supplier for many years. To be played for at the discretion of the Polo Captain.

5. SYCES' CHALLENGE CUP

6. TENGKU MAHKOTA PAHANG PLATE

7. BEAUJOLAIS CUP

Presented by J P Poelmans in 1988.

8. MERCEDES BENZ CUP

9. SINGAPORE MALAYAN AMATUER RACING ASSOCIATION CUP

10. CENDERMAKA SHIELD

# The Club's Bye-Laws Rules Effective from May 2024

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## International Tournament Challenge Cups:

In order of “seniority”, these are:

1. Rolex Gold Cup
2. Rolex International Cup
3. MacDougal Cup
4. Jumabhoy Cup  
Presented by R Jumabhoy, CBE, MCH, JP in 1967
5. Turf Club Plate  
Presented by the Singapore Turf Club in 1959
6. Mackray Cup  
Presented by the Selangor Turf Club in 1922.

The Rolex Gold Cup, donated by Rolex is normally played for in the “A” Division of our International Tournaments.

The Mackray Cup is a challenge cup to be played for after the conclusion of our annual International Tournament on a “North versus South” basis if possible or, if not, at the discretion of the Polo Captain.

## General Club Cups for Polo

1. The Woodroffe Cup for the Most Improved Player of the polo season.
2. The XV. XIX King's Royal Hussars Challenge Cup for Best Trained Polo Pony of the season.
3. Club Cup for the Best Turned Out Polo Pony and Syce.

# The Club's Bye-Laws Rules Effective from May 2024

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## Other Club Cups

### 1. Tent Pegging Plate

Presented by Rory Cochrane-Dyet, Mike Palmer and John Turner in 1962.

### 2. Inventory of Cups

The cups must not be removed from the Clubhouse except with the express orders of the General Manager.

# The Club's Bye-Laws Rules Effective from May 2024

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## Appendix C

### Riding Livery Agreement

- A.** Pursuant to the Party's request, the Club agrees to stabling the Horse(s) on the general terms and conditions, fees and prices annexed here to or as updated by the Club from time to time.
  
- B.** The Party agrees to stable his/her horse(s) at the Club's premises under these fees, prices, general terms and conditions which may be changed from time to time in accordance with the Club's Constitution, Bye-laws and any policies including Human Resource policy.

The following documents shall form part of this Service Agreement:

- Annex 1 – Livery Fees
- Annex 2 – Prices of Services
- Annex 3 – Duties and Overtime Breakdown prices
- General Terms and Conditions

Any dollar amount referred to in this Agreement for fees, services, charges or costs charged by the Club shall be subject to GST at the prevailing rate any other relevant taxes. All amounts are in Singapore dollars.

# The Club's Bye-Laws Rules Effective from May 2024

## **ANNEX 1 – LIVERY SERVICE FEES**

<b>Riding Livery</b>	<b>Term Contract</b>					
	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>	<b>6 years</b>
Revised Livery Per Month Competition Subsidized (CS)	\$2,600	\$2,600	\$2,500	\$2,500	\$2,400	\$2,400
Refundable Deposit amount (CS)	\$7,800	\$13,000	\$17,500	\$22,500	\$26,400	\$31,200
Revised Livery Per Month Non-Competition (NC)	\$3,200	\$3,200	\$3,100	\$3,100	\$3,000	\$3,000
Refundable Deposit amount (NC)	\$9,600	\$16,000	\$21,700	\$27,900	\$33,000	\$39,000
Deposit required (no. of months)	3	5	7	9	11	13

Livery Charges for Riding shall be determined by the Committee at its absolute discretion from time to time.

## **ANNEX 2 – PRICES OF SERVICES**

- a) No pro-ration of charges will be allowed for consumption of, or use of, less than the minimum/maximum stipulated weight or amount of goods supplied by the Club under this Agreement.
- b) Any charges for services referred to in this Agreement are subject to change at the sole discretion of the Club.
- c) Where any Livery Services are provided outside of stipulated working hours, additional overtime charges will apply in accordance with the rates set out in Annex 3.

<b>Additional Livery Services</b>	<b>Price</b>
<b>Clipping</b>	\$100 per horse per time
<b>Clipping (Difficult Horse with Handler)</b>	\$150 per horse per time
<b>Mane pulling</b>	\$30 per time
<b>Poulticing/Ice Boots</b>	1 <sup>st</sup> poulticing during stipulated work hours is free. Any additional livery request shall be charged at \$15 each time (up to 4 legs each time) and will be performed during stipulated working hours. When this additional service is provided outside stipulated working hours, overtime rates shall apply will be

## The Club's Bye-Laws Rules Effective from May 2024

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	charged at the prevailing overtime rate for the applicable day (refer to rates in Annex 3) in addition to \$15 per poulticing.
<b>Hand Walking</b>	\$15 per 20 minutes
<b>Shavings</b>	Charge at prevailing rate
<b>Loading of horse onto transport (each way)</b>	\$33 each way
<b>Attendance of Club Instructors for Competition Warm Up (Away at BTSC, STCRC and NEC)</b>	\$33 per rider per day
<b>Utilities / Electrical Device in stable</b>	\$25 per wall fan per month
<b>Wall mounted fan per installation</b>	\$350 non-refundable. Livery Owner can remove fan at their own cost without damaging club facility and fixture
<b>Farrier</b>	As per the club farrier's price list
<b>Holding for Farrier (Difficult Horse)</b>	\$20 per time

## The Club's Bye-Laws Rules Effective from May 2024

<b>Livery Lesson Fees which are only applicable to Livery Owner riding their owned Livery Horse. Any lessons taken by Livery Owner on Club horses or on another Livery Owner's horse, will be charged in accordance with Riding Academy Riding Fee List (each lesson is 45minutes unless otherwise stated)</b>	See Riding Academy Fee List
<b>Schooling of Horse by the Club Instructor (45mins)</b>	See Riding Academy Fee List
<b>Movement of Horse for the purpose of Veterinarian consultation or farrier</b>	Working hours – free Outside working hours – the prevailing overtime rate for the applicable day (refer to rates in Annex 3)
<b>Plaiting of Horse's Mane</b>	\$30 per time
<b>Arena Fees for Livery Owner Account</b>	\$30 per Freelance lesson up to a maximum of \$300 per horse per month Arena fees are also chargeable at the same rate when a Livery Owner undertakes a lesson provided by a Freelance Instructor and is riding a horse, other than the Horse named in this Agreement, but not including a horse owned by the Club. Where a Livery Owner is also a Freelance Instructor approved by the Club, arena fees will be charged when the Livery Owner provides instruction to any other Club member using the Horse named in this Agreement. Arena maximum cap \$300 per month only applies to the Livery Owner riding the named Horse in this Agreement.
<b>Deworming Medication</b>	TBC prior to Deworming
<b>Vaccinations as specified by the Club from time to time</b>	TBC prior to Vaccinations
<b>Rubber Mats for Stable</b>	\$150 per Mat (one-time payment)
<b>Timothy Hay – up to 11kg per day</b>	\$150 per month Any Timothy Hay over and above the stipulated maximum amount of 11kg per day (charged at \$150 per month) will be charged to the Livery Owner at cost, in addition to a 10% wastage fee, per kg.
<b>Oats – up to 3kg per day</b>	\$110 per month Any Oats consumed over and above the stipulated maximum amount of 3kg per day (charged at \$110 per month) will be charged to the Livery Owner at cost, in addition to a 10% wastage fee, per kg.

## The Club's Bye-Laws Rules Effective from May 2024

<p><b>Additional feed items not on the feed menu or in excess of the maximum quantity</b></p>	<p>At cost plus standard administration fee</p>
<p><b>Away Competition at BTSC or STCRC</b></p> <p>(All rates are based on one groom looking after up to 6 horses, cost to be divided amongst number of riders in total for that day, whether school and/or livery riders. Club will endeavour to rotate Away Show attending groom. Grooms will automatically be provided unless the Livery Owner advises the authorised Duty Supervisor that the service is not required.</p>	<p>\$140 per groom per day, minimum charge one full day, including tacking, untacking, grooming, feeding, watering at the venue. From 2<sup>nd</sup> day onwards, if the float returns to Club no later than 12:00pm, \$70 per groom shall be charged. If later than 12:00pm, full day groom rate shall apply.</p>
<p><b>Away Competition at NEC. Livery Owner to have the option whether groom is needed for overtime during NEC show. Livery Owner is to notify authorised Duty supervisor at least a day before competition if groom service is required. No groom will be on standby overtime if no request is given to Riding Academy.</b></p>	<p>Overtime \$24 per hour per duty groom applicable 10:35am to 3:45pm.</p>
<p><b>Emergency Medical Attention</b></p>	<p>Medical attention provided on an emergency basis (eg colic), but provided outside of stipulated working hours, will be charged at the prevailing overtime rate for the applicable day (refer to rates detailed in Annex 3)</p>
<p><b>Assistance provided to Veterinarian for consultation</b></p>	<p>When assistance is provided, at the request of the appointed Veterinarian, and that assistance is provided outside stipulated working hours, the Livery Owner will be charged at the prevailing overtime rate for the applicable day (refer to rates in Annex 3)</p>



# The Club's Bye-Laws Rules Effective from May 2024

## ANNEX 3 - DUTIES AND OVERTIME BREAKDOWN

Day of the Week	Stipulated Working Hours	Usual Service Provided (at no additional charge)	Additional Services Provided (to be charged to Livery Owner)	Rate for Overtime and/or Additional Services
Tuesday to Sunday	<b>Morning</b> <ul style="list-style-type: none"> <li>• 6:45am – 10:35am</li> </ul> <b>Afternoon</b> <ul style="list-style-type: none"> <li>• 3:45pm – 7:15pm</li> </ul>	Please refer to Clause 5(b) of the Livery Agreement for specific services provided as part of the Livery Agreement	Any work performed outside of stipulated working hours	\$24 per hour for any service provided outside stipulated working hours
Monday and Public Holidays	<b>Morning</b> <ul style="list-style-type: none"> <li>• 6:45am – 10:35am</li> </ul> <b>Afternoon</b> <ul style="list-style-type: none"> <li>• 3:45pm – 7:15pm</li> </ul>	<ul style="list-style-type: none"> <li>• Either one front paddock turn-out or one walker</li> <li>• Feeding</li> <li>• Haying</li> <li>• Watering</li> </ul>	<ul style="list-style-type: none"> <li>• Any work performed outside of stipulated working hours</li> <li>• Second paddock turn out or walker</li> <li>• Medical Attention</li> <li>• Tacking/Untacking</li> </ul>	Flat rate of \$50 per additional service, per horse, when performed during stipulated working hours  Additional charge of \$24 per hour if additional services are provided outside stipulated working hours

# The Club's Bye-Laws Rules Effective from May 2024

"Off Days"	N/A	No usual services provided by grooms on their "off day"	Any request for groom services by a Livery Owner will be subject to overtime charges	\$32 per hour, minimum 4 hours (\$128)
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"Off Day" denotes any day of the week on which a particular groom is 'off'. If a Livery Owner requests the services of that particular groom on their designated 'off day' then the corresponding rates of overtime will apply.

## **GENERAL TERMS AND CONDITIONS**

### **1. GENERAL GUIDELINES**

- a) The Head of the Riding Academy, or any person nominated to act as his/her appointed representative, has sole discretion to make decisions in relation to the implementation of the Agreement. Any reference in this Agreement to requests for approval will be understood to mean that approval will be given by the Head of the Riding Academy or his/her appointed representative.
- b) The Club's Premises shall have the same definition as that in the Singapore Polo Club's Constitution and Bye-Laws which are hereby incorporated into this Agreement.
- c) The Livery Owner warrants that he/she is, and shall continue to be a current and fully paid-up member of the Club holding a Charter membership during the term of this Agreement.
- d) It is expected of the Livery Owner to conduct themselves in a courteous and gracious manner with all staff and fellow members. It is expected that they shall honour the good name and reputation of the Club inside and outside the Club premises.
- e) The Livery Owner agrees to abide by the Club's Constitution and Bye-Laws, as well as the Club's Riding Academy's Rules & Regulations at all times. It shall be the sole responsibility of the Livery Owner to keep up-to-date and aware of any updates or changes in the Bye-Laws and Rules and Regulations.
- f) The Livery Owner agrees that Club members are prohibited from providing riding lessons to the Livery Owner (even if there is no fee or reward transacted under Bye-Law Clause D.5 (d.) referred herein). Only the Club's Instructors or Club-approved Freelance Instructors who have signed the Freelance Instructor Agreement are allowed to provide riding instruction on the Club's leased and managed premises and to Club stabled horses or ponies.
- g) For safety reasons, an exception is made for Junior Riders fourteen (14) years old and below who are required to ride with the supervision of the Livery Owner or their appointed Guardian at all times. A Guardian is considered to be any adult or person that the Junior Rider's parents or legal Guardian have authorised to act in said capacity.

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The Livery Owner or Guardian must not enter the arena when the Junior is riding, but may, if they wish, position themselves at the seating area outside the arena. Should Livery Owner feel for safety reasons that they need to be in the arena on foot while the Junior is riding, Livery Owner may write in formally to the Head of the Riding Academy to seek prior approval.

- h) Where the Junior Rider wishes to improve their jumping outside of Riding Academy lesson times, the Livery Owner is required to seek approval from the Riding Academy on a monthly basis. For safety purpose, only pole work or single jump fence up to 60cm are allowed for any riding that the Junior Rider undertakes, Junior Rider are required to ride strictly in the Club's top school or covered arena under the supervision of the Livery Owner or the Guardian at all times. This applies any day of the week including Mondays. Junior Riders must be supervised by the Livery Owner or appointed Guardian at all times while crossing roads or in the vicinity of cars and/or vehicles.
- i) The Livery Owner must ensure that any instructor providing coaching or direction must be employed by the Club or is a Club-approved Freelance Instructor who has signed the Club's Freelance Instructor Agreement.
- j) Where the Livery Owner enters into this Agreement on behalf of a Junior Rider who is aged below twenty-one (21) the Livery Owner warrants that he/she is the parent or legal guardian of the Junior Rider and shall ensure that the Junior Rider shall abide by the terms and conditions of this Agreement.
- k) If any inconsistencies or conflicts arise between the separate documents forming this Agreement, to the extent of inconsistency or conflict, the following order of precedence shall apply: (i) the Club's Constitution, (ii) The Club's Bye-Laws, (iii) the Club's Riding Academy Rules & Regulations; notices and (iv) any written agreement between the Parties duly signed and executed.
- l) The Parties acknowledge and agree (i) that this Agreement is a commercial agreement and shall be construed in accordance with normal commercial principles; (ii) that the provisions herein shall not be construed against the Party which drafted or prepared the provisions; and (iii) not to challenge any of the provisions of this Agreement on grounds of reasonableness or the lack thereof.

## 2. ALLOCATION & REALLOCATION OF STABLES

- a) The refundable deposit ("**Security Deposit**") is shown in Annex 1. This deposit, less any debts owed and/or sums reasonably incurred by the Club to reinstate and/or rectify damage to the Club's premises caused by the Combination (that is, the combination of the Horse and Party and/or Rider) in accordance with Clause 2(d) below, shall be returned after the termination of this Agreement.
- b) The Club shall allocate the stable for the Horse and may from time to time relocate the stable and require any horse to be moved to a different stable with prior notice to the Livery Owner. No Livery Owner may move the Horse to a different stable without the Club's approval in writing.
- c) The Livery Owner agrees that where the stable has been relocated pursuant to Clause 2(b) above, the Club shall endeavour to give the Livery Owner 48 hours to relocate to its new stable. The Livery Owner agrees that the Club and its employees are authorized to move the Horse to its new stable under this clause.

# The Club's Bye-Laws Rules Effective from May 2024

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- d) Upon termination of this Agreement, the Livery Owner shall be given five (5) days to reinstate and/or rectify any damages to the Club's Premises caused by the Combination, failing which the Club reserves the right to take all necessary action to reinstate and/or rectify any damages to the Club's Premises caused by the Combination and recover such costs from the Livery Owner, including (at the Club's sole discretion and option) deducting any part of the costs incurred from the Security Deposit.

### **3. ARRIVAL OF THE HORSE**

- a) The Livery Owner agrees that, notwithstanding any other clause in this Agreement, the Livery Owner must obtain the Head of Riding Academy written approval before the Horse is eligible to move into the stable at the Club.
- b) The Livery Owner agrees that he/she shall be present at the Club on the day of the Horse's arrival ("Arrival Date") to settle the Horse in. Where the Livery Owner is unable to be present to settle the Horse in, the Livery Owner shall, prior to the Arrival Date, nominate another member of the Club to settle the Horse in on the Livery Owner's behalf. The Livery Owner shall notify the Club of such nomination in writing 48 hours prior to the Arrival Date, and accepts all risk and liability in circumstances when they are not present themselves.

### **4. MONTHLY FEES, NON-SCHOOL LESSON SURCHARGE, APPLICABLE ARENA FEES AND MEDICAL SURCHARGE**

- a) Monthly Fees for Full and Subsidised Livery can be found on Annex 1.
- b) The Livery Owner is entitled to be charged the Subsidised Livery fee if they and the Horse compete in one Singapore Polo Club, or Interclub, competition (Dressage and/or Showjumping) every 6 months.
- c) While competition participation is a livery requirement, subject to the availability of empty stables, new Livery Owners who do not wish to actively compete in Dressage or Showjumping competitions may seek to stable the Horse with the Club, and if approved, he/she shall be charged the Full Livery Fee.
- d) All Livery Owners are required to take at least one (1) lesson (private, semi-private or group) per week with a Club Instructor. In the alternative, a Livery Owner will be allowed to take four (4) lessons with a Club Instructor in a calendar month. Any schooling of the Horse by a Club Instructor can be counted towards the requirement of one (1) lesson per week or four (4) lessons per calendar month.
- e) Should a Livery Owner not comply with the above requirements, a surcharge of \$200 per calendar month shall be billed to the Livery Owner's Club account.
- f) Where the Livery Owner takes Freelance Lessons (which must be in accordance with the Club's Contract of Services for Freelance Riding Instructors) and Arena fees (as per Annex 2) are incurred which exceed the amount of \$200, the lesson surcharge will be waived for that calendar month. If arena fees incurred by the Livery Owner are less than \$200 then the Livery Owner will be required to pay both the lesson surcharge in addition to any Arena Fees incurred. Arena fees will be capped at a maximum amount of \$300 per calendar month.
- g) The above lesson requirements and surcharge will not apply if the Livery Owner is paying Full Livery Fees.

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- h) For those Livery Owners who pay full Livery Fees who wish to apply for Subsidized Livery Fee status, a development plan is required to be submitted to Riding Academy in accordance with the terms and conditions for Livery Application. The development plan shall show the proposed progression of the Horse and rider over the course of two years after the arrival of the Horse. The Livery Owner will be entitled to Subsidized Livery Fees once that development plan has been approved and implemented. In the event that the development plan submitted by the Livery Owner for progression of their riding is not implemented/followed, or is halted for a period of more than six (6) months, the said Livery Owner shall be notified in writing by the Head of Riding Academy that he or she shall be charged the Full Livery Fee, in place of the Subsidized Livery Fee. Full Livery Fee shall apply until the Head of the Riding Academy is satisfied, upon written application by the Livery Owner, that the Development Plan has either been followed or reinstated. Notwithstanding this, the Head of the Riding Academy may at his/her sole discretion allow the Livery Owner to continue to pay the Subsidized Livery Fee and waive the Full Livery Fee requirement during the non-development period for a duration not more than three (3) months. Any such application by the Livery Owner will be accompanied by a written request with supporting evidence/information.
- i) Upon the provision of a Veterinarian's report (not dated more than 7 days earlier), which must be submitted to the Riding Academy Management and approved, duty grooms will assist to administer the duties mentioned under medical attention (please refer to Clause 5(i)) for the Horse at no charge to the Livery Owner for a period of one (1) calendar month for each and every specified medical condition. The medical attention provided will be in accordance with the definition included in this Agreement.
- j) One calendar month of free medical attention will be provided per medical condition. Whether a medical condition is related or not will be determined at the Club with the support of a supplementary medical report provided by the Livery Owners appointed Club's approved Veterinarian.
- k) Should a medical condition require medical attention for a period exceeding one (1) calendar month, this attention will be limited to Poulticing/Ice Boots and/or Hand Walking, and will be charged to the Livery Owner in accordance with the prices set out in Annex 2.
- l) Medical attention shall also include two sessions of twenty (20) minutes of hand walking per day during stipulated working hours, if recommended in writing by the Veterinarian, which will be provided by the Club in lieu of front paddock turnout and walker services usually provided under the standard Livery Agreement.

## 5. LIVERY SERVICES

- a) All requests in relation to the provision of Livery Services, and any variation of those services, are to be made to the authorised Duty Supervisor. Only the authorised Duty Supervisor is able to agree to such requests.
- b) The following Livery Services will be provided by the Club as standard:
  - i. One (1) stable with fan
  - ii. Seven (7) days a week of mucking out service
  - iii. Seven (7) days a week of feeding, haying and watering service

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- iv. Six (6) days a week of grooming service (no service on Mondays/Public Holidays). Grooming service is defined as the removal of dust/ dirt/ sweat/ stable stains from the body of the Horse by grooming/washing including the mane and tail as well as picking out of hooves in preparation for exercise and after turn out.
  - v. Six (6) days a week of tacking up service (no service on Mondays/Public Holidays). This service includes the tacking prior to and untacking of the Horse after riding. In circumstances where the Livery Owner chooses to tack and untack the Horse themselves, they will be entitled to twenty (20) minutes hand walking by a Club groom on the same day within the stable yard. Where tacking and untacking are required on Mondays and Public Holiday, please refer to Annex 3 for applicable charges. Manpower allows for up to two Livery Owners to request this service on a given Monday or Public Holiday and requests shall be accepted on a first come, first serve basis. Forty-eight (48) hour notice is to be given to the authorised Duty Supervisor.
  - vi. Seven (7) days a week of paddock turn out and/or twenty (20) minute walker:
    - Mondays and Public Holidays - one service of either front paddock turnout or twenty (20) minute walker
    - Tuesdays to Sundays with lesson – paddock turnout or twenty (20) minute walker
    - Tuesdays to Sundays with no lesson – paddock turnout and twenty (20) minute walker  
This service is subject walker space availability, weather conditions, availability of manpower and availability of paddock space near the livery stables. Paddocks for separate hire on a monthly basis are not included in this service. In the event of bad weather which prevents paddock turnout or use of horse walker, every effort will be made to hand walk the Horse for twenty (20) minutes within the stable yard.
  - vii. Up to a maximum of four (4) bags of quality shavings per week for bedding
  - viii. Two (2) rubber mats per stable
  - ix. One (1) Icing/poulticing, post lesson.
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- c) The Livery Services shall be provided within the Club's employees' working hours of 6:45am – 10:35am and 3:45pm – 7:15pm from Tuesdays to Sundays, excluding Mondays and Public Holidays (the stipulated working hours).
  - d) The earliest time the Horse can be requested to be tacked up for lesson/riding is 7:00am and 4:00pm.
  - e) Any horses returning to the stable after 10:10am and 6:30pm must be untacked and washed down by the Livery Owner/Rider.
  - f) Where a Livery Owner tacks/untacks the Horse, a request can be made to swap that service for an additional hand walk for the same day (subject to availability of resources). Such request is to be made to the authorised Duty Supervisor.
  - g) Paddock Services cannot begin before 7:00am and must end by 6:00pm and are available **weather permitting**. There are no private paddock services provided on Mondays/Public Holidays. Livery Owner or their appointed Freelance Instructors must at all times check the notice board for Paddock availability before putting the Horse in any paddock.

## The Club's Bye-Laws Rules Effective from May 2024

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- h) The Club shall not be held responsible by the Livery Owner or anyone that they have authorised to attend to the Horse. For any loss of shoes or injuries, including but not limited to fungus or skin conditions, that arise when a Livery Owner makes use of arenas and/or paddocks (wet or dry) to turnout the Horse for the duration used or at any time used, whether during or outside of Club working hours (please refer to Clause 5(c) of this Agreement for details of stipulated working hours). The livery owner shall take sole and full responsibility for the Horse and any subsequent loss, sickness, injury, damage or death to the Horse, Club property and premises or any third-party loss.
- i) The following services (including but not limited to) will be provided, as part of the Livery Service, in circumstances where the Horse requires medical attention administered by grooms or Duty Supervisor:
  - i. Administration of oral medication
  - ii. Administration of eyedrops
  - iii. One (1) poulticing/icing per day (up to four (4) legs)
  - iv. Changing of wound dressings
  - v. Application of cream and/or ointment as required for wound treatment

Any medical attention not listed above will be subject to a medical surcharge and/or additional charges in accordance with the prices set out in Annex 2.

- j) Any additional requests for services outside the Livery Services must **ONLY** be requested through the Riding Academy who shall confirm whether this will be provided. Such services shall be provided subject to the availability of the Club's resources.
- k) Extra services shall be billed as per Annex 2, in this Agreement
- l) For avoidance of doubt, the following Livery Services shall be carried out on Mondays and Public Holidays:
  - i. Mucking Out;
  - ii. Feeding, haying and watering;
  - iii. Front Paddock turn-out or walking in the automated walker
- m) The Livery Owner agrees to provide the Horse's weekly schedule to the authorised Duty Supervisor (with the exception of lessons provided by Club Instructors, which will be coordinated through the Riding Academy Office,) three (3) days in advance to allow for this schedule to be posted on the livery notice board. The Livery Owner agrees that he/she shall not post the Horse's schedule outside the Horse's stable.
- n) The Livery Owner acknowledges and agrees that the allocation of syces is at the Club's discretion and the Club reserves the right to change the allocation of the syces as and when is necessary.
- o) Subject to the availability from the Club's suppliers, the Club will provide the following Feed Menu as part of the Livery Services:

# The Club's Bye-Laws Rules Effective from May 2024

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Hay (Maximum Kg as below per day)	Hard Feed (Maximum eight (8) kg in total per day)
<ul style="list-style-type: none"> <li>• Maximum eleven (11) kg of Ryegrass Haylage or Bermuda Hay (at the option of the Livery Owner)</li> <li>• Maximum two (2) kg Lucerne Hay</li> </ul> <p>(Any consumption quantity over and above will be billable for Livery Owner's account, in addition to a 10% wastage fee per kg)</p>	<ul style="list-style-type: none"> <li>• Redmills 10% / 14%</li> <li>• Hygain Ice</li> <li>• Hygain Release</li> <li>• Speedi Beet</li> <li>• Wheaten Chaff</li> <li>• Electrolytes</li> </ul> <p>(Any consumption quantity over and above will be billable for Livery Owner's account, in addition to a 10% wastage fee per kg)</p>

- p) The Club reserves the right to change brands and/or suppliers of the feed listed in the Feed Menu.
- q) The Livery Owner understands and agrees that there shall be no reduction in the Livery Service Fees even if the Livery Owner chooses not to utilize any or all of the feed listed in the Feed Menu.
- r) The Livery Owner has the option to vary the Horse's Feed schedule should they wish. In that event, any feed required over and above the provision set out in the Feed Menu will be chargeable to the Livery Owner. In the event that the Livery Owner wishes to make any changes to the feeding arrangement of the Horse, the Livery Owner must notify the authorised Duty Supervisor to discuss and agree such changes.
- s) The Club shall provide feed to the Horse at Club defined feed times.
- t) Storage of food items shall be at the Club's sole discretion.
- u) The Livery Owner agrees that feed items shall not be stored outside the Horse's stable
- v) Night time feeding is not permitted on the Club's Premises unless required for medical reasons. Where night-time feeding is required, a written note by a Club approved Veterinarian must be submitted to the Riding Academy.
- w) Livery Owner shall be allowed to have visiting hours for the Horse from 5:30am to 8:00pm only.
- x) The Livery Owner is not permitted to send personal messages to syces/grooms. For any matters concerning livery services and services provided by grooms and/or syces, the Livery Owner is required to contact the authorised Duty Supervisor directly.
- y) The Livery Owner is not allowed to feed the Horse on their own unless the feed has been pre-approved by the Club.



# The Club's Bye-Laws Rules Effective from May 2024

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## 6. ADDITIONAL SERVICES

- a) The Livery Owner acknowledges and agrees that the Livery Service Fee does not include the cost of farrier services and that any and all cost of farrier services shall be borne by the Livery Owner.
- b) The Livery Owner agrees that he/she shall only use Veterinarians that are on the Club's Approved Veterinarian List. The Livery Owner acknowledges and agrees that the use of any Veterinarian not authorized by the AVA to practice in Singapore is strictly prohibited.
- c) The Livery Owner shall only administer medication or medicine to the Horse that have been recommended and/or prescribed by the Club-approved Veterinarian.
- d) The Livery Owner agrees that the Horse shall follow the Club's schedule for vaccinations and deworming and agrees to adhere to the vaccinations and deworming scheduled by the Club. The Livery Owner further agrees that where the Horse must be re-vaccinated to align with the Club's vaccination and deworming schedule, the cost of such additional vaccination and deworming shall be borne by the Livery Owner.
- e) The Livery Owner agrees that in the event that the Club in its absolute discretion, deems that the Horse to be in urgent need of veterinary or farrier attention, the Club is authorized to summon a veterinarian or farrier and the Livery Owner is deemed to have authorized any and all treatment. The Livery Owner also agrees to bear the full cost of same. The Club agrees to use all reasonable endeavours to contact the Livery Owner before any treatment is carried out.
- f) The Club may assist the Livery Owner/Junior Rider to lead the Horse one way or both ways to/from the Main Yard and this service will be provided in the following circumstances:
  1. For Junior Riders:
    - i. The Junior Rider has a newly arrived horse that needs to settle down or until the Rider is confident enough to handle the Horse. The service may only be offered for the first six (6) months. The service may be a one way or two-way lead.
  2. For Livery Owners:
    - i. Lessons are only with the Club's Instructors and the Livery Owner is also leasing a school horse or owns a second livery horse.
    - ii. Subject to sub-paragraph (vi) below, the Livery Owner has back-to-back lessons and he/she has made a genuine effort to check for availability and suitability slots for interval lessons but the latter were unavailable.
    - iii. If the Rider has back-to-back lessons, and in the event that there are events or unforeseen circumstances such that manpower is not sufficient, the Livery Owner must take the Horse themselves.
    - iv. In the event that the Club's manpower is not sufficient, the Club shall inform the Rider in advance that the service will not be provided.
    - v. This service will be provided for the Livery Owner regardless of whether they are taking a group, semi-private or private lesson as long as the lessons are back-to-back.
    - vi. This service offered is only a one way leading e.g. if the Horse is led before the lesson, the Livery Owner has to bring back the Horse to its stable and vice versa.
    - vii. The Club and Riding Academy has the right to cease to provide this service without assigning any reason.

# The Club's Bye-Laws Rules Effective from May 2024

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## 7. ABSENCES

- a) The Livery Owner agrees that prior to being away for any length of time the Livery Owner shall:
  - 1. Inform the Club in writing no later than seven (7) days in advance.
  - 2. Provide the Club with an exercise schedule for the Horse that has been approved by the Head of Riding Academy;
  - 3. Provide the Club with an authorization form indicating the person(s) and Veterinarian to be responsible for the Horse's exercise schedule, including the contact details of said person(s) and Veterinarian.
- b) The Club reserves the right to exercise the Horse in the Livery Owner's absence if the Livery Owner has not made the appropriate arrangements for the Horse or if the person(s) they have authorized to exercise the Horse is deemed by the Club's Head of Riding Academy to be unsuitable. The Livery Owner agrees that any and all costs for the exercise of the Horse during the Livery Owner's absence shall be borne by the Livery Owner.

## 8. RIDING

- a) The Livery Owner agrees that they shall only take lessons on the Club's Premises including any other properties leased or managed by the Club (defined in this context as "Singapore Polo Club property").
- b) The Livery Owner agrees that where the Horse is ridden outside of \_\_\_\_\_ Club property, the Club shall not be liable for any loss, theft, damage, sickness, disease, injury or death suffered by the Horse.
- c) The Livery Owner understands and agrees to abide by the Club's Freelance Instructors' Agreement and the Policy for Visiting Clinicians and agrees to ensure that these lessons do not interfere with the Riding Academy lessons. As per Clinician Policy, each invitation needs to comprise at least two (2) Livery Owners to take lessons per Visiting Clinician.
- d) The Livery Owner agrees not to ride the Horse in a dangerous and reckless manner.
- e) The Livery Owner acknowledges and agrees that the Livery Lesson Fees apply only to the Livery Owner and his/her immediate family members (spouse and children below 21 years of age) registered under the same Club membership when riding the Horse named in this Agreement
  - i. Where other Singapore Polo Club members take lesson with Club Instructors on the Livery Horse, Ad Hoc Riding Academy fees shall apply to these other Singapore Polo Club members.
  - ii. The Livery Owner agrees that he/she shall be responsible for ensuring that any person riding the Horse is a member of the Singapore Polo Club whose membership permits riding or is a Guest Rider of the Livery Owner as stipulated in the Club's Constitution and Bye-Laws.
  - iii. The Livery Owner agrees that his/her Guest Rider (those riders that are not members of the Club) shall only ride the Horse under the Livery Owner's supervision.

# The Club's Bye-Laws Rules Effective from May 2024

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- iv. In the event that the Livery Owner has a Guest, the Livery Owner shall notify the Riding Academy three (3) days in advance prior to the arrival of the Guest. An indemnity form must be filled up on the day itself at the Riding Academy office prior to mounting on the Horse, signed by the Guest, submitted to and approved by the Riding Academy prior to riding, failing which no permission whatsoever is granted for the Guest to ride the Horse and the Riding Academy has the right to ask them to stop.
- f) The Livery Owner and his/her family members are permitted to train with and have the Horse schooled by Club approved Freelance Instructors on a regular basis subject to the Livery Owner agreeing to and ensuring that the terms and conditions of the Club's Freelance Instructor Agreement are met and fulfilled. A copy of the Freelance Instructor Agreement is available at Club's Riding Academy Office for the Livery Owner's perusal and the Livery Owner is deemed to have read and agreed to the terms of the Freelance Instructor Agreement (and any amendments made thereto at the material time) for every training session with and schooling of the Horse by the said Freelance Instructors.
- g) The National Equestrian Park Arena may be available for use at any time (exception to Clause 1(h), subject to conditions that may be stipulated by the Club from time to time. The Livery Owner shall be responsible for keeping up to date with the latest conditions of use of Club facilities. Livery Owners shall be responsible for picking up their horse's manure when riding in any Club owned or managed arenas.
- h) The Riding for the Disabled (RDA) Arena may be available for instructor-led lessons from 7:00am to 7:45am and 5:30pm to 7:00pm from Mondays to Saturdays and on Sundays 7:00am to 10:00am and 4:00pm to 7:00pm, subject to conditions that may be stipulated by the Club from time to time. RDA may change their availability timings for Club use from time to time. Arena fees shall apply and payable for any Freelance lessons taking place in RDA arena during above stated hours. Self-rides, pole work, jumping or lunging are strictly prohibited in the RDA Arena.

## **9. TEMPORARY ARRANGEMENT IN EXTREME CIRCUMSTANCES WHERE LIVERY OWNERS ARE INCAPITATED FOR THE PURPOSE OF RIDING**

- a) In extreme cases that cause the Livery Owner to be unable to use and exercise the Horse, they are required to apply for approval for another Charter or Regular member to be eligible to continue the Horse's development and exercise plan. Such requests are to be submitted with supporting evidence and can include (but not limited to): loss of employment, serious illness, pregnancy, and any other event that may be deemed a valid reason. Approval shall be subject to whatever terms and restrictions, including applicable Livery Fee during this temporary arrangement, as is deemed fit. Where the Livery Owner is dissatisfied with the decision they may appeal to the Committee, whose decision shall be final with no avenue for further appeal whatsoever.
- b) The Livery Owner is responsible for ensuring that any private arrangement of the Horse under this clause adheres to Club's Constitution, Bye-Laws and Rules & Regulations.

# The Club's Bye-Laws Rules Effective from May 2024

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## 10. GRIEVANCE PROCEDURE

- a) The Livery Owner acknowledges and agrees that the most appropriate and efficient way to communicate any concerns and issues with the Club's employees or facilities is to make a report in writing, submitted by email to the Club's Head of Riding Academy. If issues are unresolved, the Livery Owner may address matters to the Club's Honorary Secretary.
- b) The Livery Owner agrees not to do or say anything that may bring the Club into disrepute nor post any negative matter on any social media platforms. The Livery Owner acknowledges that a breach of this clause shall, without prejudice to the Club's other rights, result in disciplinary action under Rule 23 of the Club's Constitution and may also result in the termination of the Agreement.
- c) The Livery Owner acknowledges and agrees that he/she does not have the right to reprimand any of the Club's employees.
- d) The Livery Owner acknowledges that tipping of the Club's employees whether in cash or in kind is strictly prohibited.
- e) The Livery Owners are, in no circumstances, permitted to give the Club's employees informal instruction beyond contracted services with regard to services concerning horses owned or leased or ridden by the Livery Owner.
- f) Employees of the Club have no power whatsoever to deviate from the Club's Constitution, Bye-Laws, and Standard Procedure Instructions. Livery Owners must, in no circumstances, request them to do so.
- g) The Club reserves the right to take disciplinary action under Rule 23 of the Club's Constitution against anyone who fails to adhere to the above.

## 11. HORSE MOVEMENT AND TRAVELLING

- a) The Livery Owner agrees and hereby authorizes the Club and its employees to handle and move the Horse as and when reasonably required. For the avoidance of doubt, this includes movement and travelling both within the Club premises and outside the Club premises.
- b) The Livery Owner agrees to fully indemnify the Club against any and all loss, damage and/or but not limited to injury suffered by the Club (including its employees) or any claims by a third party for loss, damage and injury suffered, as a result of the movement and travelling of the Horse, provided that the loss, damage and injury were not caused by the negligence and unauthorized handling of the Horse by the Club and its employees.
- c) Where the Horse travels out of the Club's Premises for whatever reason, the Club shall endeavour to provide the Livery Owner reasonable assistance. The Livery Owner agrees that the Club shall not be liable for any loss, injury or damage to the Horse or the Livery Owner's property, howsoever caused.
- d) The Horse Passport shall remain in the possession of the Club at all times.

# The Club's Bye-Laws Rules Effective from May 2024

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## 12. HORSE WELFARE

- a) The Livery Owner agrees that he/she is fully responsible for the reasonable and proper care of the Horse. This includes covering all costs and expenses of the Horse and ensuring the Horse obtains adequate amounts of exercise.
- b) Where, in the Club's reasonable opinion, the Livery Owner is failing to take reasonable and proper care of the Horse, the Club is hereby authorized by the Livery Owner to take all reasonable and adequate steps to ensure that the Horse's welfare is not compromised. The Livery Owner acknowledges and agrees that he/she shall be fully responsible for any and all costs incurred.
- c) The Livery Owner agrees that he/she is fully responsible for the proper riding, training, and exercising of the Horse.
- d) Where, in the Club's reasonable opinion, the Livery Owner is failing to ensure that the Horse is provided with the proper riding, training and/or exercise, the Club is hereby authorized by the Livery Owner to take all reasonable and adequate steps to ensure that the Horse receives the proper riding, training and exercise. The Livery Owner acknowledges and agrees that he/she shall be fully responsible for any and all costs incurred.
- e) The Livery Owner is required to inform the authorised Duty Supervisor of any Veterinarian appointments that have been arranged and any treatment that is provided. Notice is to be given as early as possible. Where the Club is not notified of appointments and/or treatment the Club will not be held liable or responsible for any resulting loss, injury or damage. Where additional services or care are required due to failure to inform the authorised Duty Supervisor, the Livery Owner will be required to pay for that service.
- f) If the Horse is under veterinary care, services and charges as detailed in Annex 2 for medical attention will be applied, including but not limited to the Medical Attention Surcharge.

## 13. INSURANCE

- a) The Livery Owner acknowledges that the Club has a public liability policy, but that this policy does not extend to the Livery Owner or the Horse. In those circumstances, the Club strongly recommends and advises that all Livery Owners hold valid public liability insurance. The Club also recommends for Livery Owners themselves, personal accident insurance that covers all equestrian activities.
- b) The Livery Owner acknowledges that the Club does not carry any insurance for the Horse. The Livery Owner agrees that it is the Livery Owner's responsibility for insuring the Horse.

# The Club's Bye-Laws Rules Effective from May 2024

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## 14. RISK OF LOSS

- a) During the term of this Agreement, the Livery Owner agrees that the Club shall not be liable for any sickness, disease, theft, damage, injury or death which may be suffered by the Horse.
- b) The Livery Owner further agrees that the Club shall not be liable for any escape or straying of the Horse and that the Club shall not be liable for any damage, injury, loss or death caused by the escape or straying of the Horse.
- c) The Livery Owner agrees to fully indemnify the Club against any and all claims arising from loss, damage, injury, or death caused by the Horse to any third party or property, including claims for damages, costs, loss and expense (including legal fees).

## 15. TERM OF AGREEMENT

This Agreement shall continue for a period of one (1) to six (6) years from the date of allocation. This Agreement shall not automatically renew for subsequent terms. An application for renewal must be submitted 6 (six) months in advance prior to the expiry of the term club stable, as there is no auto renewal.

## 16. TERMINATION

- a) As per the term stable agreement, depending on the duration of the term of the lease which can be for a period between one (1) to six (6) years, the holder must give written notice six (6) months in advance to request for termination of their stable prior to the lease period expiring.
- b) Should the holder wish to give up the stable earlier than the term contracted be it one (1) or up to six (6) years, the holder must give written notice six (6) months in advance and have good reason for giving up the stable (diplomatic clause). They must also find a suitable holder to take over the remaining term of the stable. Terms and conditions will apply and this is subject to the Committee's approval.
- c) The Club shall refund the security deposit subject to the duration of the term of the lease of between one (1) to six (6) years. This is also contingent upon ascertaining no damages have been sustained in the occupied stable unit and the receipt of the final full month livery charges. The security deposit shall be refunded within two (2) calendar months.

# The Club's Bye-Laws Rules Effective from May 2024

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- d) In case of early termination, holders can request for novation to another holder until the end of the lease or with a request for a longer period. An administrative fee of \$1,000 will be applicable.
- e) In the event of early termination with the intention to return the stable to the Club, an administrative fee of \$1,000 apply, and in addition to ending the contract, penalties as follow;  
  
Non-diplomatic reasons – 50% of the monthly livery fees (Cap at maximum, 1 (one) year livery or end of the remaining lease, whichever is lesser).  
  
Diplomatic reasons – 25% of the monthly livery fees (Cap at maximum, 1 (one) year livery or end of the remaining lease, whichever is lesser)
- f) At the end of a term contract, should a member cease the term livery, the deposit is fully returned to the member. However, renewal with new Term contract, the existing deposit will be fully refunded and a new deposit with a new term period will be required accordingly.
- g) In the case of early removal of the Horse, empty livery charges shall be applicable in respect of the balance days of the one-month notice that are unutilised. The Club shall refund the security deposit upon ascertaining no damages have been sustained in the occupied stable unit and the receipt of the final full month Livery charge. The security deposit shall be refunded within two (2) calendar months.

## 17. DISPUTE RESOLUTION

The Agreement, and any and all documents which make up the Agreement, will be governed by and construed in accordance with the Laws of Singapore. In the event of a dispute between the Club and the Livery Owner concerned, either party may refer the matter to mediation before the Singapore Mediation Centre (SMC), and failing successful mediation or in the event that either party is genuinely of the view that the matter should not be mediated, the parties shall proceed to arbitration before a single arbitrator under the rules of arbitration of the Singapore International Arbitration Centre (SIAC) for the time being in force. The Arbitrator shall be appointed by mutual consent, failing which the Chairman of SIAC shall be requested to make the appointment on behalf of the parties. The award of the arbitrator shall be final and conclusive as between the parties.

## 18. ASSUMPTION OF RISK

The Livery Owner acknowledges that there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of horses to behave in unpredictable ways that may result in injury, harm and death to persons on or around them, the propensity of horses to behave in unpredictable ways that may result in damage to property, the limited availability of emergency medical care and the potential for the Livery Owner and/or the Junior Rider and/or Guest Rider to sustain injury, harm or death as such result of the negligence of other persons involved in equine activities.

# The Club's Bye-Laws Rules Effective from May 2024

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## Appendix D

THE GREEN JACKETS CUP (JUMPING)

Presented to Penang Polo Club by 2nd Battalion the Royal Green Jackets March 1967 DM BROWN CHALLENGE TROPHY

INTER CLUB

COMBINED TRAINING EVENT

BEST INDIVIDUAL

THE PONY CLUB SINGAPORE BRANCH 1959

Presented by Sir Richard Bull

SINGAPORE POLO CLUB

ROBSON CUP

UNDER 16 YEARS SHOWJUMPING

PONY CLUB CHALLENGE TROPHY

FOR THE ANNUAL SINGAPORE POLO CLUB GYMKHANA

CONCORD EQUESTRIAN INTERNATIONAL 1993

SINGAPORE POLO CLUB

(PONY SECTION)

THE HUSSEY CUP 1971

AWARDED TO THE MOST IMPROVED RIDER IN A SCHOOL TERM

ROLEX EQUESTRIAN MOST TALENTED YOUNG RIDER

ROLEX POLO & EQUESTRIAN CHAMPIONSHIPS

GRAND PRIX OF SINGAPORE 1995

ROLEX POLO & EQUESTRIAN CHAMPIONSHIPS

NATIONAL CHAMPION

GRAND PRIX SHOWJUMPING 1995

ROLEX POLO & EQUESTRIAN CHAMPIONSHIPS

NATIONAL CHAMPION

GRAND PRIX DRESSAGE 1995



# The Club's Bye-Laws Rules Effective from May 2024

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PRESENTED TO PONY SECTION, SINGAPORE POLO CLUB  
BY LT. N L MARSH R N  
HMS ALBION 1971 FOR BEST RIDER & PONY

THE HUSSEY CUP FOR THE MOST IMPROVED RIDER IN THE RIDING ACADEMY

## JUMPING CUPS:

- i. Waterford Crystal Jumping Cup
- ii. Chippendale Cup
- iii. Robson Cup