



THE  
SINGAPORE ISLAND  
COUNTRY CLUB



## FIRST WORDS

Following the last message to Members on 7 October 2020 and the Members' Dialogue held on 20 October 2020, the General Committee and I have worked with Keppel Club on the sharing arrangements as stipulated in the letter from Ministry of Law dated 2 October 2020 and have reflected these arrangements through a Points of Agreement with Keppel Club.

Broadly, both parties are in agreement with the salient terms of the Points of Agreement and these points remain similar to the previous Points of Agreement executed.

For purposes of easy reference, we set out below the salient terms of the Points of Agreement:

### 1. Parties to the Points of Agreement

#### **SICC**

- SICC will be executing the Points of Agreement

#### **Keppel Club**

- Keppel Club will be executing the Points of Agreement

### 2. Execution of the Agreements

- Parties have agreed that the Points of Agreement will be executed by 23 October 2020.
- The Memorandum of Agreement and Licence Agreement will be executed by 30 November 2020.
- The Facility Sharing Agreement will be executed as soon as possible.

### 3. Golf Courses - Proposed Demarcation

- The demarcation remains the same as the previous Memorandum of Agreement.
- The courses will be delineated from 1 January 2022, pursuant to a requirement by Singapore Land Authority.
- **Keppel Club** will take **Parcel A**, below the boundary line
- **SICC** will take **Parcel B**, above the boundary line.



### 4. Play at the Golf Courses

- Notwithstanding the delineation, both Bukit and Sime courses will be played as they are (save that the 15<sup>th</sup> holes of the Bukit Course and Sime Course shall be swapped such that the 15<sup>th</sup> hole of the Bukit Course will be played as the 15<sup>th</sup> hole of the Sime Course and vice versa).
- SICC will operate and manage the Bukit Course as a private members' course, whilst Keppel Club will manage and operate the Sime Course as a public course. Both courses will be used on an "AS IS" basis.

## 5. Licence for Play at the Golf Courses

- SICC will grant Keppel Club a licence over Parcel B to allow:
  - (i) them to operate and manage the Sime Course (to the extent it falls on Parcel B); and
  - (ii) the public to play on the Sime course (to the extent it falls on Parcel B).
- Keppel Club will grant SICC a licence over Parcel A (excluding the Bukit Clubhouse, the Bukit Halfway House, the Driving Range and the Maintenance Facility) to allow:
  - (i) SICC to operate and manage the Bukit Course (to the extent that it falls on Parcel A); and
  - (ii) SICC members to play on the Bukit course (to the extent that it falls on Parcel A).

## 6. Maintenance of Sime Road, Golf Courses, Cart Paths and Irrigation

### **Sime Road**

- The part of Sime Road and all other service roads (if any) branching off from Sime Road falling within Parcel B will be maintained by SICC.
- The part of Sime Road and all other service roads (if any) branching off from Sime Road falling within Parcel A will be maintained by Keppel Club.
- The aggregate costs for routine repair, renewal and maintenance of the Sime Road (and all other service roads) shall be shared between SICC and Keppel Club on a 50-50 basis.

### **Golf Courses**

- SICC will be maintaining the grounds which comprise the whole of Parcel A and B including:
  - (i) The Bukit Course;
  - (ii) The Sime Course;
  - (iii) The Bukit Halfway House;
  - (iv) The Maintenance Facility; and
  - (v) Driving Range (non-physical structures)-the turf grass ("SICC Maintained Area")
- This includes dealing with the discharge and removal of sewerage from the SICC Maintained Area and the maintenance of all sewerage facilities and systems within the SICC Maintained Area.
- The costs will be borne by the Parties equally save that the costs in relation to the maintenance of the grass of the Driving Range shall be wholly borne by Keppel Club.
- If mutually agreed, parties may appoint a third party contractor to take over the maintenance of the SICC Maintained Area and agree on the scope of work to be undertaken.
- The cost of engaging such third party contractor shall be borne by the Club and Keppel Club in such proportion as both the Club and Keppel Club may mutually agree.

### **Cart Paths**

- SICC and the Keppel Club shall each at their own costs maintain the cart paths (including all fixtures and fittings and the Conducting Media in and serving the cart paths) on Bukit Course (if and when constructed) and Sime Course respectively in good order and repair.

### **Irrigation System**

- The Parties will rely on the existing Irrigation System to serve both the Bukit Course and the Sime Course with the costs to be borne by the Parties equally save for expenditure of a capital nature.
- The existing Irrigation System shall be maintained by SICC to a standard reasonably necessary for the efficient and proper operation of the Bukit Course and the Sime Course.

## 7. Bukit Clubhouse & Driving Range

### **Bukit Clubhouse**

- Keppel Club will manage, operate and maintain the Bukit Clubhouse (Leasehold) and Bukit Halfway House.
- All F&B outlets at the Bukit Clubhouse (Leasehold) and Bukit Halfway House (Sime Course) shall be open to members of the public.
- Keppel Club has agreed to accord SICC members signing privileges and discounts at such F&B outlets and Driving Range, with details to be worked out at a later stage.

### **Driving Range**

- Keppel Club will manage, operate and maintain the Driving Range (other than the maintenance of the grass on the Driving Range which shall be maintained by SICC).
- Keppel Club may in its absolute discretion, redevelop, relocate, reduce, remove, expand or alter in any way whatsoever the Driving Range.

- In the event the Driving Range is to be redeveloped, relocated, reduced, removed, expanded or altered, Keppel Club will provide at least three (3) months' prior written notice of such redevelopment, relocation, reduction, removal, expansion or alteration to SICC;
- Keppel Club will not be able to accommodate SICC's request to set aside a section of the Driving Range for the priority use of SICC Members as this has not been permitted by Sports SG.
- Keppel Club will nevertheless be according SICC Members signing privileges and discounts at the Driving Range.

#### **8. Sewerage, Water and Electricity**

- SICC will be responsible:
  - (i) To deal with the discharge and removal of sewerage from the Maintenance Facility;
  - (ii) For the supply of electricity and water to the Bukit Course and the Sime Course, including the Irrigation System, the Maintenance Facility and Sime Road; and
  - (iii) Pay the utilities deposit and all utilities charges payable in respect of dealing with the discharge and removal of sewerage from the Maintenance Facility and the electricity and water supplied to Bukit Course and the Sime Course
- All costs and expenses will be shared between SICC and Keppel Club on a 50-50 basis.

#### **9. Carpark, Changing Room and Buggy Staging Area**

- Keppel Club agrees that the carpark and changing rooms located at the Bukit Clubhouse will be open to public but up until a period ending [one (1) month] after the date of issuance of the Temporary Occupation Permit (TOP) in relation to the Clubhouse located at the Bukit Freehold land, SICC members shall be able to:
  - (i) Park their vehicles at such carpark;
  - (ii) Utilise such changing rooms
 With parties working out the details on conditions and charges of the arrangement.
- Keppel Club agrees to the sharing of the buggy staging area serving the Sime Course with SICC for a period ending [one (1) month] after the date of issuance of the Temporary Occupation Permit (TOP) in relation to the Clubhouse located at the Bukit Freehold land such that SICC may utilize such buggy staging area to park the buggies, prepare the buggies for use by SICC Members and for such other purposes which is customary for a buggy staging area, with details on conditions and charges to be worked out later.

As you can see from the above, the terms are similar to the previous arrangement we had with Labour Movement.

Pursuant to Clause 11.8 of the Memorandum of Agreement dated 29 April 2016 (the "existing MOA") we would remind SICC members that the negotiations, arrangements and provisions of the Points of Agreement dated 24 August 2014 and the existing MOA and/or any part or parts thereof constitutes confidential information ("Confidential Information") and SICC members are reminded not to divulge, disclose or share any Confidential Information to third parties.

Should you have further questions to the above, do log in to SICC's website and read some of the Frequently Asked Questions.

Thank you.

Yours sincerely,



Andrew Low  
President  
22 October 2020