

Musicians Guild (Singapore) Ltd

Membership By-Laws

Preamble

These Membership By-Laws set out specific rules and regulations pertaining to all aspects of membership in the Guild.

Failure to comply with these By-Laws, or any part of these By-Laws, could lead to membership of the Guild and/or the privileges of membership, being suspended or terminated.

. 1.0 General

- . 1.1 The name and personal details of each member shall be kept in the Guild's records. Any change in member's name or personal details shall be reported by each member to the Guild in writing. The Guild shall not be responsible for errors in its records arising from the failure of any member to comply with the terms in this Clause.
- . 1.2 The rights and privileges of every member shall be personal, and not transferable, and shall be determined by the membership category to which he/she belongs.

. 2.0 Classes of Members

- . 2.1 There shall be classes of members of the Guild:
 - . (a) Full Members
 - . (b) Associate Members
 - . (c) Student Members
- . 2.2 In addition, the Board of Directors may recognize honorary memberships pursuant to Clause 6, below.

. 3.0 Full Membership

- . 3.1 Any individual shall be eligible for Full Membership in the Guild who satisfies all of the following criteria and who meets the approval of the Board of Directors (the “Board”) in accordance with Clause 3.2. The applicant shall:
 - . (a) have attained the age of at least 18 years;
 - . (b) have obtained professional qualifications (diploma equivalent or above) in music or a music-related field; or must have been employed as a music professional in Singapore for at least TWO consecutive years as of the date of application;
 - . (c) have ONE professional and character referee. The referee must have known the applicant for a significant period of time and can testify to the professional competence and character of the applicant. Applicants should seek the referee’s consent before submitting his/her name and contact details to the Guild as part of the application process;
 - . (d) have a reputation for integrity and sound character;
 - . (e) fill up such forms; enter into such agreements and do any such thing as may be prescribed by the Guild from time to time indicating that the applicant shall agree to abide by the By-Laws, the Guild’s Code of Conduct and other such rules and regulations as may be adopted from time to time; and
 - (f) Meet such other uniform requirements as may be established by the Board from time to time.
- . 3.2 Should an applicant for Full Membership be unable to meet the criteria stipulated in Clauses 3.1 (b) or (c), above, but has

what the Board considers a legitimate reason or legitimate reasons for being exempted from the failed criteria, then the Board shall vote on accepting or rejecting the application. Such decision shall be binding.

- . 3.3 Foreign applicants residing in Singapore may also apply to become a Full Member. However, such applicants are liable to pay a higher membership subscription fee.

- . 4.0 [Associate Membership](#)

- . 4.1 Any individual shall be eligible for Associate Membership in the Guild who:

- . (a) has attained the age of at least 18 years;
- . (b) is a musician; or is an individual who works in a field directly or indirectly related to music or the music industry but is, as of the date of the filing of the application unable to meet the criteria for Full Membership as stipulated in Clauses 3.1 (b) and has not received dispensation under Clause 3.2;
- (c) has a reputation for integrity and sound character;
- . (d) shall fill up such forms; enter into such agreements and do any such thing as may be prescribed by the Guild from time to time indicating that the applicant agrees to abide by the By-Laws, the Guild's Code of Conduct, and other such rules and regulations as may be adopted from time to time; and
- . (e) Meet such other uniform requirements as may be established by the Board.

4.2 Should an applicant for Associate Membership be unable to meet the criteria stipulated in Clauses 4.1 (b), above, but has what

the Board considers a legitimate reason or legitimate reasons for being exempted from the failed criteria, then the Board shall vote on accepting or rejecting the application. Such decision shall be binding.

4.3 Foreign applicants residing in Singapore may also apply to become an Associate Member. However, such applicants are liable to pay a higher membership subscription fee.

5.0 Student Membership

5.1 Any

- . (a) has attained the age of at least 16 years;
- . (b) has obtained the consent of the applicant's parent and/or guardian;
- . (c) Is enrolled in a full-time course in music, or has music as a core component of the applicant's course (such as for GCE 'O' & 'A' levels or IB diploma); or is actively involved as a practitioner in the music industry without being enrolled in any music curriculum;
- . (d) has a reputation for integrity and sound character;
- (e) shall fill up such forms; enter into such agreements and do any such thing as may be prescribed by the Guild from time to time indicating that the applicant shall agree to abide by the By-Laws, the Guild's Code of Conduct and other such rules and regulations as may be adopted from time to time; and
- (f) meets such other uniform requirements as may be established by the Board.

5.2 Should an applicant for Student Membership be unable to meet the criteria stipulated in Clauses 5.1 (c), above, but has what

the Board considers a legitimate reason or legitimate reasons for being exempted from the failed criteria, then the Board shall vote on accepting or rejecting the application. Such decision shall be binding.

5.3 Foreign applicants residing in Singapore may also apply to become a Student Member. However, such applicants are liable to pay a higher membership subscription fee.

6.0 Honorary Membership

Honorary memberships shall be bestowed by the Board only as an honorary position and shall carry with it no rights (including voting rights) or obligations of membership except as the Board may determine. In these By-Laws, all references to 'members' should not refer to honorary members unless the context clearly recognizes otherwise.

7.0 Membership Application

- . 7.1 Application for any of the categories in Section 2.1 shall require the submission of the following documents:
 - . (a) a completed application form for the relevant category (online or in hard copy); and
 - . (b) any supporting documents (if any).
- . 7.2 A non-refundable application fee shall be payable at the time of application.
- . 7.3 The membership application process shall be managed and executed by the Membership Committee in accordance with the guidelines set out by the Board. The Membership Committee shall have the authority and discretion to decide whether an applicant meets the membership requirements

of the Guild.

- . 7.4 In the case of any appeal on the Membership Committee's decisions by an applicant, following the appeal procedures as may from time to time be determined, the final decision for membership in the Guild shall lie with the Board and any decision as to the acceptance or rejection of an applicant shall be final and not subject to any appeal.
- . 7.5 The Board of Directors may reject any application without being bound to give any reasons therefor.
- . 8.0 **Membership Fees**
- . 8.1 Membership subscription fees, as determined for each membership category, will be payable only after the application is successful, before membership becomes effective.
- . 8.2 Any member whose subscription fees are unpaid after they become due may lose his entitlements; and access to services and benefits. If any annual subscription is still unpaid 3 months after the same is due, such member will automatically cease to be a member and must re-apply to be a member again.
- . 9.0 **Rights and Responsibilities**
- . 9.1 Members in any of the aforesaid categories shall not be registered as statutory members of the Guild within the meaning of the Companies Act. However, a full member who has been a member of the Guild for ONE year prior to 1 April 2017 shall have the right (but not the obligation) to apply to be registered as a statutory member after 1 April 2017.

- . 9.2 Associate, Student and Honorary members shall not have any right to be registered as statutory members of Musicians Guild (Singapore) Ltd within the meaning of the Companies Act, nor receive the entitlements for Full members specified in Clause 9.1.
- . 9.3 All Members must comply with the Personal Data Protection Act 2012 (PDPA), including, without limitation, those obligations as stated in Annex 1 and must ensure that any use of personal data relating to Guild members obtained via the Guild complies with the stipulations and obligations of the PDPA. Members must not process personal data obtained from the Guild or relating to Guild members without the expressed authorisation of the Guild's Executive Director.
- . 10.0 **Membership Entitlements & Benefits**
- . 10.1 Members will draw upon the services and benefits provided by the Guild as appropriate to that category of membership.
- . 10.2 Services and benefits for each membership category are subject to change without notice.

11.0 **Membership Term**

Each member's term of membership shall expire one year from the date of membership application approval, but may be renewed by payment of dues, fees or assessment in accordance with Clause 8.

. 12.0 **Censure, Suspension and Expulsion**

- . 12.1 Members of the Guild may be censured, suspended or terminated or otherwise sanctioned for cause. Sufficient

cause for censure, suspension, termination or other sanction of membership shall be the occurrence of any of the grounds set out in Clauses 12.2(a) – (f); or a violation of these By-laws, the Guild’s Code of Conduct, any rule or procedure duly adopted by the Guild; or any other conduct prejudicial to the best interests of the Guild.

12.2 A Disciplinary Committee will be appointed by the Board as it considers appropriate. It will be led by a member of the Board, and comprise at least 3 additional full members selected by the Board for their good full standing and for their length of association as members of the Guild. The Disciplinary Committee shall have the power to suspend membership and/or any privileges of membership on such basis as it thinks fit or to terminate membership in accordance with the Guild’s Disciplinary Procedures on the following grounds:

- . (a) the member has failed to uphold the Code of Conduct, or whose actions could bring the Guild into disrepute;
- . (b) the member concerned has been charged or convicted of a criminal offence which could bring the Guild or the member into disrepute in a manner relevant to the profession;
- . (c) circumstances have arisen whereby the suspension of membership or suspension of privileges of membership or termination of membership is necessary in order to prevent the reputation of the Guild from being adversely affected;
- . (d) the member’s conduct is not in the best interests of the Guild ;
- . (e) the member’s conduct is undermining the functioning of the Guild, its management or the Board of Directors; or

- . (f) the member has failed to uphold the values, aims and objects of the Guild.
- . 13.0 **Resignation and Termination**
- . 13.1 Membership is terminated if the member concerned:
 - . (a) gives written notice of resignation to the Executive Director at least one month before his/her subscription is due;
 - . (b) dies or in the case of an organisation, ceases to exist;
 - . (c) has not paid his/her subscription for a particular year; see Clause 8.2; and/or
 - . (d) is removed from membership by resolution of the Disciplinary Committee in accordance with the Guild's Disciplinary Procedure.

13.2 Any member resigning or terminated from membership shall not be entitled to any refund of dues or other fees. The resigning member remains obligated to pay any outstanding indebtedness to the Guild. Upon resignation, a resigning member has no rights or claim against the Guild.

- . 13.2 Any former member or member shall defend, indemnify and hold harmless the Guild from and against all claims, losses damages, costs (including legal costs), expenses and liabilities in respect of any of their actions or any action brought by the aforementioned member against the Guild or the Guild against the member.
- . 13.3 All rights privileges and obligations of the members will cease on the day of cessation of membership.
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- . 14.0 [Non-Transferability of Membership](#)
- . 14.1 Membership in the Guild is individual and is non-transferable and non-assignable unless special permission is granted by the Board. (updated 17th April 2015)

Annex 1 PDPA COMPLIANCE

1. Privacy and Personal Data Protection 1.1 Privacy You hereby ACKNOWLEDGE AND AGREE that

- . (a) you shall have no expectation of privacy with respect to your use of the Guild's telecommunications, networking or information processing systems, even if you are allowed to secure any of them by way of personally-selected passwords, and that your activities and any files or messages on or using any of those systems may be monitored at any time by the Guild without notifying you;
- . (b) the Guild's premises, including non-public areas, may be monitored regularly by closed circuit surveillance cameras ("CCTV") for monitoring and security purposes. You agree and understand that some of your activities will be recorded by such CCTV.

1.2 Personal Data Protection

- . (a) By indicating your interest in joining the Guild, you consent to the collection, use, storage, processing, both electronically and manually, and disclosure of your personal data, including without limitation, personal data already disclosed by you or on your behalf prior to the date hereto; any personal data which may subsequent hereto be furnished by you or on your behalf; as well as any other alteration to such data in the future, for the purposes of:
 - . (i) normal business practices related to your role and function in the Guild;
 - . (ii) for publishing your name, picture and professional credentials on the Guild's website(s) and other

publications;

- . (iii) membership management and administration generally (including both during and after your term of membership);
 - . (iv) membership verification;
 - . (v) administering membership benefits;
 - . (vi) evaluating performances;
 - . (vii) managing membership resources programmes;
 - . (viii) conducting disciplinary proceedings; and
 - . (ix) maintaining and monitoring usage of internal networks and IT systems.
- . (b) You expressly and without any reservation consent, for the period of your membership and after its termination or expiry, to the disclosure of such data to any organisation related to the Guild, or any third party service provider performing functions on the Guild's behalf for the purpose of fulfilling the purposes in Clause 2(a).
- (c) You, from time to time, have the right to apply for access to your personal data which is in the possession of the Guild. Such right shall not extend to personal data held by the Guild purely for evaluative purposes and/or for such other purposes exempt from the right to access under the Personal Data Protection Act 2012 (the "Act").
- . (d) In the event where you apply to access your personal data, you shall approach the Guild in accordance with the Guild's procedures as stated in the Privacy Policy.

- . (e) You acknowledge that in certain instances the Guild may need to transfer or disclose your personal data to third parties, including third party service providers rendering services on the Guild's behalf, including third parties who are located overseas. Common examples of third party service providers are payroll processors, call centers, and firms providing supporting services (e.g., mobile phones, fleet management, other). Other third parties can include regulatory authorities (including tax authorities) and government agencies or, potentially, third parties with whom the Guild may merge with or acquire in future.
- . (f) You acknowledge and agree that the Guild may retain your personal data for as long as it needs for its legitimate business purposes and as required by relevant laws.
- . (g) For the purposes of this Agreement "personal data" shall mean "data, whether true or not, about an individual who can be identified — (a) from that data; or (b) from that data and other information to which the Guild has or is likely to have access; and/or any other personal data", as defined under the Act.

1.3 Notification of changes of personal data

- . (a) You shall immediately inform the Guild of any change in your personal data (e.g. marital status, education, home address, home telephone number, mobile telephone number, emergency contact details, next of kin, professional qualifications, outside business interests, external directorships and shareholdings) to such detail so as to allow the Guild to remain in compliance with the Act. The Guild shall endeavour to use reasonable efforts but shall not be obliged to procure personal data updates from you

on a regular periodic basis. For the avoidance of doubt, the Guild shall not be liable to you for any damage, claim and/or harm suffered by you as a result of your failure to update the Guild of any change of your personal data.

- . (b) Should you fail to inform the Guild of your new home address, any correspondence sent by the Guild to your last home address shall be deemed to have been duly received by you.

1.4 Compliance

- . (a) You are responsible for reading, understanding and complying with all aspects of the personal data compliance policies and procedures applicable to you from time to time. Should you have any queries or concerns, you should discuss these with the Guild's Data Protection Officer ("DPO"), or with such other authorised representative of the Guild as may be stated from time to time in the Privacy Policy.
- . (b) You are also responsible for reading, understanding and complying with all aspects of the Privacy Policy and all other employment and operational policies, as may be amended and applicable to you from time to time. By signing this Agreement you agree and confirm that you have read the Privacy Policy and agree and consent to its contents.

1.5 Contacting You

- . (a) By signing this Agreement you agree and confirm that the Guild and/or third parties acting on its behalf may also contact you for the purposes of offering you benefits, promotions and invitations to events and lectures promoted by the Guild for the benefit of its employees in the sole

discretion of the Guild.

- . (b) You hereby agree and confirm that the Guild and/or any third parties acting on its behalf may contact you, for the purposes listed in Clause 1.5(a) above, using all of your communication means in the possession of the Guild, including, but not limited to, via voice calls, SMS, MMS, Whatsapp, email, fax or other similar communications applications or methods. You may withdraw your consent in accordance with the Privacy Policy. Please contact the Guild's DPO for further information.

1.6 Indemnity

- . (a) You shall be liable for any damage, expense, loss, payment or any other harm incurred or suffered by the Guild or any third party in connection with the Act, insofar as such damage, expense, loss, payment or harm was caused by an action or omission on your part.
- . (b) You warrant and undertake that you shall indemnify the Guild against any legal action, demand and/or claim brought against the Guild by a third party (including but not limited to an individual or any competent authority), and any losses, damages, liabilities, penalties and fines (including but not limited to legal costs) which the Guild may incur or suffer, as a result of any breach by you of your obligations under this Agreement and/or the Act (including, without limitation, the DNC provisions).