

**Constitution**

**Nelson Bay Golf Club Limited**

ABN 66 001 023 847

A corporation limited by guarantee  
and not having share capital

Approval Date:  
**30<sup>th</sup> January 2017**



**NELSON BAY**  
GOLF CLUB

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GOLF • WEDDINGS • EVENTS



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*Corporations Act 2001*

**Constitution of Nelson Bay Golf Club Limited ABN 66 001 023 847**

**1 Preliminary**

**1.1 Name of company**

The name of the company is Nelson Bay Golf Club Limited (referred to in this Constitution as **the Club**).

**1.2 Nature of company**

The Club is a public company limited by guarantee and not having share capital.

**1.3 Limited liability**

The liability of members is limited.

**1.4 Replaceable rules**

The replaceable rules contained in the Corporations Act do not apply to the Club.

**1.5 Amendment of the Constitution**

This Constitution may only be altered or amended by a Special Resolution passed at General Meeting in accordance with the requirements of the Corporations Act.

**2 Definitions and interpretation**

**2.1 Definitions**

In this Constitution, unless a contrary intention appears:

**Act** means the *Registered Clubs Act 1976* (NSW).

**Adoption Date** means the date on which this Constitution was adopted at a General Meeting.

**AGM** or **Annual General Meeting** means a General Meeting held in accordance with **clause 17.1.1** and/or section 250N of the Corporations Act.

**Board** means the Board of Directors of the Club elected or appointed in accordance with this Constitution.

**Club** means Nelson Bay Golf Club Limited ABN 66 001 023 847.

**Constitution** means the Constitution of the Club as amended from time to time.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Director** or **Directors** means a director or directors of the Club, elected or appointed in accordance with the Constitution and includes the President, Captain and Director of Finance.

**Financial Member** means a member who does not have any amount owing to the Club by way of entrance fees, subscriptions or any other levies or payments for which the due date for payment has passed.

**Financial Year** means the Club's financial year, being the year commencing on 1 July and ending on 30 June, or as otherwise determined by the Board.

**Full Member** means an Ordinary Member who is a Financial Member or Life Member of the Club.

**General Meeting** means a meeting of the members of the Club entitled to attend and vote at a general meeting of the Club.

**Honorary Member** means a person admitted to Honorary Membership in accordance with **clause 4.4.1**.

**Life Member** means a person admitted to Life Membership in accordance with **clause 4.3.1**.

**Month** means a calendar month.

**Notice Board** means a notice board designated as such by the Board and may include a board located in a conspicuous place within the Club's premises upon which notices for the information of members are posted and/or the Club's website.

**Office** means the registered office of the Club.

**Officer** means an officer of the Club and includes the Directors and the Secretary but does not include the Auditor.

**Ordinary Member** means a person who has been admitted or transferred by the Board to one of the classes of membership set out in **clause 4.2.1** or an equivalent class under the Club's constitution in force prior to the Adoption Date.

**Rules** means any rules of the Club made in accordance with this Constitution and includes rules in force from time to time.

**Secretary** means the Secretary of the Club appointed by the Board and includes any Acting Secretary, General Manager, Chief Executive Officer or equivalent position.

**Special Resolution** has the meaning given to it by the Corporations Act.

## **2.2 Interpretation**

**2.2.1** In this Constitution, unless a contrary intention appears:

- (a) A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender includes all genders;
- (b) Headings are inserted for convenience only and do not affect the interpretation of this document;
- (c) A reference to a law includes any regulations or instruments made under that law;
- (d) A reference to a law or a provision of a law includes any amendments or replacements of that law or provision from time to time;
- (e) Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day;
- (f) A reference to the word 'include' or 'including' is to be construed without limitation; and

(g) A reference to a clause means a clause in this Constitution.

**2.2.2** This Constitution shall be read and interpreted subject to the Act, and to the extent that any provisions of the Constitution are inconsistent with the Act, they will be inoperative and of no effect.

**2.2.3** A decision of the Board on the construction, interpretation or operation of this Constitution or any Rules of the Club on any matter will be conclusive and binding on all members of the Club, subject to such decision being varied or revised by the Members of the Club in General Meeting or by a court or tribunal.

### **3 Objects and purposes of the Club**

#### **3.1 Objects**

The Club is established for the following objects:

- (a) to promote the game of golf and such other sports and pastimes as the Club thinks fit;
- (b) to establish, operate, maintain, alter and improve a golf course on the Club's premises for the benefit of the Club's members;
- (c) to establish, operate, maintain, alter and improve a clubhouse with all such facilities, offices, bars, restaurants and facilities as may be considered necessary or desirable for the benefit, convenience, comfort and well being of the Club's members and guests, or as otherwise necessary for the promotion of the Club's objects;
- (d) to make the golf course and clubhouse facilities available to members, members' guests, visitors and members of the general public on such terms and conditions as the Club thinks fit;
- (e) to hold or arrange, either alone or jointly with any association, club or person, golf competitions or matches, and offer or contribute towards the provision of trophies, awards and distinctions;
- (f) to raise money by entrance fees, subscriptions and other levies or fees and to grant rights and privileges to subscribers;
- (g) to enter into arrangements with other clubs or associations for reciprocal concessions or otherwise;
- (h) to establish, promote, assist in establishing or promoting, or subscribe to or become a member of any association or club whose objects are similar to the objects of the Club, or the establishment, promotion or membership of which may be beneficial to the interests of the Club;
- (i) to arrange for the representation of the Club at any corporation, body or association formed for the purpose of promoting and/or controlling the game of golf, or any other sport or pastime;
- (j) to purchase, hire, lease, provide and maintain all plant and equipment including vehicles that may be required or conveniently used in connection with the golf course, clubhouse, grounds, catering facilities and other premises of the Club;
- (k) to purchase, lease, hire, exchange or otherwise acquire any land, buildings, easements or other property, real or personal, which may be required for or conveniently used in the promotion of the Club's objects and purposes, upon such terms and conditions as the Club thinks fit;



- (l) to sell, exchange, transfer or otherwise dispose of any property, whether real or personal, upon such terms and conditions as the Club thinks fit, in accordance with this Constitution;
- (m) to raise or borrow money, or secure the repayment of monies either by way of mortgage or charge over the Club's property both real and personal, in such manner and upon such terms and conditions as the Club thinks fit;
- (n) to enter into any partnership, joint venture or arrangement with any person, firm or corporation carrying on, or engaged in, or about to carry on or engage in, any business or transaction similar to that carried on by the Club, so as to directly or indirectly benefit the Club and to take part in the formation, management or control of the business or operations of any corporation or undertaking;
- (o) to carry on the business of caterers for the purpose of supplying refreshments to persons using or visiting the Club, and to hold licences for the conduct of such business;
- (p) to make donations for charitable or community purposes;
- (q) in furtherance of the objects of the Club, to amalgamate with companies, clubs or other entities having objects that are wholly or partly similar to those of the Club and which, in the same manner as the Club, prohibit the distribution of their income and property amongst their members; and
- (r) to generally do all such other things as may appear to be incidental or conducive to the attainment of the Club's objects and purposes.

## **3.2 Income and Property of the Club**

**3.2.1** The income and property of the Club will only be applied towards the promotion of the Club's objects and purposes set out in this Constitution. No income or property of the Club shall be paid to or distributed directly to the members of the Club.

**3.2.2** Nothing in this Constitution shall prevent the payment of:

- (a) reasonable and proper remuneration to any employee of the Club;
- (b) reasonable and proper remuneration to any member of the Club in return for services rendered or goods supplied to the Club in the ordinary and usual course of business;
- (c) interest on monies lent by a member to the Club;
- (d) rent at commercial rates for premises leased or licensed by a member to the Club;
- (e) reasonable expenses incurred by a member on behalf of the Club; and
- (f) reasonable honorarium to Directors as approved by members at a General Meeting.

**3.2.3** Subject to the Act and to **clause 3.2.4**, no member of the Club, including a Director or a member of any committee of the Club, is entitled to derive, directly or indirectly, any profit, benefit or advantage from the Club that is not offered equally to every Full Member.

**3.2.4** Nothing in **clause 3.2.3** precludes the Board from providing hospitality and benefits as it thinks reasonable, including, for example, for birthdays, anniversaries, lunches, directors' dinners, Board meeting refreshments,

functions for staff and/or Directors, refreshments for volunteers, car parking for staff and/or Directors and insurance against liabilities which may be incurred while carrying out business on behalf of the Club.

- 3.2.5** Subject to the Act, no person, other than the Club or its members, is entitled to derive, directly or indirectly, any profit, benefit or advantage from the grant to the Club of, or the fact that the Club has applied for or is granted, a club licence under the Liquor Act or from any added value that may accrue to the Club's premises because of the grant to the Club of, or the fact that the Club has applied for, a club licence under the Liquor Act.
- 3.2.6** Neither the Secretary nor any Director, employee or member of any committee of the Club, is entitled to receive either directly or indirectly, any payment calculated by reference to:
- (a) the quantity of liquor purchased, supplied, sold or disposed of by the Club, or of the receipts for any liquor supplied or disposed of by the Club; or
  - (b) the keeping or operation of approved gaming machines in the Club.
- 3.2.7** Liquor shall not be sold, supplied, or disposed of on the premises of the Club to any person other than a member, except on the invitation and in the company of a member; provided that this clause does not apply if the Club is a holder of a certificate of registration under the Act in respect of the sale, supply or disposal of liquor to any person at a function in respect of which an authority is granted to the Club under section 23(1)(b) of the Act.
- 3.2.8** Liquor shall not be sold, supplied or disposed of on the premises of the Club to any person under the age of 18 years.
- 3.2.9** A person under the age of 18 years shall not use or operate gaming machines on the Club's premises or enter or be in a gaming machine area of the Club.
- 3.2.10** Subject to section 73(2) of the *Gaming Machines Act 2001* (NSW), the Club shall not share any receipts arising from the operation of an approved gaming machine kept by the Club and shall not make any payment or part payment by way of commission or an allowance from or on any such receipts.
- 3.2.11** Subject to section 74(2) of the *Gaming Machines Act 2001* the Club shall not grant any interest in an approved gaming machine kept by the Club to any other person.

## **4 Membership**

### **4.1 Classes of Membership**

- 4.1.1** Unless otherwise determined by the Board, the Club shall comprise the following classes of membership:
- (a) Ordinary Membership;
  - (b) Life Membership;
  - (c) Honorary Membership; and
  - (d) Temporary Membership.
- 4.1.2** Subject to any statutory restrictions, the number of members comprising each class of membership shall be determined from time to time by the Board, and the Board may increase or decrease the membership and/or number of members in each class from time to time.

4.1.3 Each class of Membership will be open to persons of any gender.

## 4.2 Ordinary Membership

### 4.2.1 Classes of Ordinary Membership

Ordinary Membership of the Club will consist of the following classes and such other classes as may be determined by the Board from time to time:

- (a) **Playing Members**, being persons aged at least 18 years who have been admitted as Playing Members or transferred by the Board to Playing Membership from another class of Ordinary Membership of the Club;
- (b) **Limited Day Playing Members** being persons aged at least 18 years who have been admitted as Limited Day Playing Members or transferred by the Board from another class of Ordinary membership of the Club;
- (c) **Flexi Playing Members** being persons aged at least 18 years who have been admitted as Flexi Playing Members or transferred by the Board from another class of Ordinary membership of the Club;
- (d) **Country Playing Members**, being persons aged at least 18 years whose usual place of residence is in New South Wales and is beyond a radius of 80 kilometres from the Club House who have been admitted as Country Playing Members or transferred by the Board to Country Playing Membership from another class of Ordinary Membership of the Club;
- (e) **Junior Playing Members**, being persons aged 18, 19 or 20 years who have been admitted as Junior Playing Members or transferred by the Board to Junior Playing Membership from another class of Ordinary Membership of the Club;
- (f) **Sub-Junior Playing Members**, being persons aged from 12 to 17 years inclusive who have been admitted as Sub-Junior Playing Members or transferred by the Board to Sub-Junior Playing Membership from another class of Ordinary Membership of the Club;
- (g) **Cadet Playing Members**, being persons aged under 12 years who have been admitted as Cadet Playing Members;
- (h) **Social Playing Members**, being persons aged at least 18 years who have been admitted as Social Playing Members or transferred by the Board to Social Playing Membership from another class of Ordinary Membership of the Club;
- (i) **Staff Members**, being employees of the Club aged at least 18 years who have been admitted as Staff Members or transferred by the Board to Staff Membership from another class of Ordinary Membership of the Club. Staff who cease their employment shall cease their Staff Membership, but may at the discretion of the Board transfer to another class of Ordinary membership; and
- (j) **Non-Golfing Members**, being persons aged at least 18 years who have been admitted as Non-Golfing Members or transferred by the Board from another class of Ordinary Membership of the Club. Pending their admission, prospective Non-Golfing Members may

be granted temporary Non-Golfing membership on receipt of their completed nomination form and prescribed entrance and annual fees.

#### 4.2.2 Transitional arrangements

The persons who at the Adoption Date are entered in the Club's Register of Members and such other persons as the Board admits to membership in accordance with the Constitution are the members of the Club. As at the Adoption Date, the persons who are listed in the Register of Members in a class of membership set out in the column below headed "Pre-adoption Membership Class" will be automatically transferred to the class of membership set out in the column headed "New Membership Class".

Pre-adoption Membership Class	New Membership Class
Life Members	Life Members
Playing Members	Playing Members
Lady Playing Members	Playing Members
Weekday Members	Limited Day Playing Members
Weekday Lady Members	Limited Day Playing Members
Not Applicable	Flexi Playing Members
Country Playing Members	Country Playing Members
Country Lady Playing Members	Country Playing Members
Junior Playing Members	Junior Playing Members
Junior Lady Playing Members	Junior Playing Members
Sub-Junior Playing Members	Sub-Junior Playing Members
Sub-Junior Lady Playing Members	Sub-Junior Playing Members
Not Applicable	Cadet Playing Members
Social Playing Members	Social Playing Members
Social Lady Playing Members	Social Playing Members
Staff Members	Staff Members
Staff Lady Members	Staff Members
Non-Golfing Members	Non-Golfing Members

### **4.3 Life Membership**

- 4.3.1** A member who has rendered outstanding service to the Club is eligible for admission to Life Membership if:
- (a) the Board recommends to a General Meeting that the member be admitted to Life Membership; and
  - (b) a two-thirds majority of members present and voting at the General Meeting vote in favour of the recommendation.
- 4.3.2** Unless otherwise determined by the members at a General Meeting, no more than two members may be admitted as Life Members in any Financial Year, and no more than six members may hold Life Membership at any one time.
- 4.3.3** A person admitted as a Life Member shall be relieved from paying any subscriptions and/or fees or levies, but shall have all the rights and privileges of Playing Members.

### **4.4 Honorary Membership**

- 4.4.1** The following persons may be admitted to Honorary Membership of the Club in accordance with procedures established by the Board from time to time:
- (a) the Patron or Patrons of the Club;
  - (b) any prominent citizen visiting the Club for a special occasion; or
  - (c) any person who has rendered outstanding service to the Club or who holds or has held a prominent position in the club, the community or the golfing or other sporting fraternity.
- 4.4.2** Honorary members shall be entitled to the social and playing privileges determined by the Board from time to time.
- 4.4.3** Honorary members may, at the discretion of the Board, be relieved from paying entrance fees, subscriptions and/or other fees or levies.

### **4.5 Temporary Membership**

- 4.5.1** The following persons may be admitted as Temporary Members of the Club in accordance with procedures established by the Board:
- (a) Interstate or overseas visitors or other visitors whose permanent place of residence is not less than five kilometres from the Nelson Bay Post Office, for up to seven days or such longer period as may be allowed by the Casino, Liquor and Gaming Control Authority, on payment of such fee (if any) as may be determined by the Board;
  - (b) Members of social or sporting clubs which have no golf course of their own and who are visiting the Club for the purpose of playing a match or competition amongst themselves, on payment of such fee (if any) as may be determined by the Board;
  - (c) Visiting members of other golf clubs affiliated with Golf NSW or other national or state association recognised by the Golf NSW for the day or days on which they take part in any match, game or competition played at the Club, on payment of such fee (if any) as may be determined by the Board;
  - (d) Full members of any registered club for the day or days on which they attend the Club at the invitation of the Board or a Full Member

to participate in a game or competition of a sporting or athletic nature to be conducted by the Club.

- 4.5.2** Temporary membership may be cancelled at any time in accordance with **clause 9.2.4.**

#### **4.6 Admission to membership**

- 4.6.1** A person shall not be admitted as an Ordinary Member unless that person is admitted to membership at a meeting of the Board or a membership admission committee appointed by the Board. The name and address of each person proposed for admission as an Ordinary Member shall be displayed in a conspicuous place on the premises of the Club for at least one week before their admission, and a period of at least two weeks shall elapse between the proposal of a person for admission to membership and their admission.

- 4.6.2** Every application for Ordinary Membership must:

- (a) be in writing and in a form approved by the Board;
- (b) be signed by the candidate, and in all cases except Non-Golfing Membership, a proposer and seconder, each of whom must be a Financial Member who has attained the age of 18 years and has been an Ordinary Member for at least one year;
- (c) contain a statement that the candidate will, if admitted as a member, be bound by this Constitution and the Rules;
- (d) contain such particulars as are prescribed by the Board, including the full name, address and occupation of the candidate; and
- (e) be lodged with the Secretary.

- 4.6.3** The Board may reject any nomination for membership without giving a reason for doing so. The decision to admit to membership or to reject a nomination for membership shall be by a majority of votes of the Board members (or membership admission committee members, as the case requires) present and voting at the meeting.

- 4.6.4** When a person is admitted to membership the Secretary shall notify them, in writing, of their admission as a member of the Club. Upon the payment of the entrance fee (if any), the first annual subscription and any other fees or levies, the person shall become a member of the Club. If they do not make the required payments within 30 days of being notified of their membership, the Board may at its discretion cancel the person's admission to membership of the Club.

- 4.6.5** The Secretary shall notify each person in writing if their application for membership of the Club has been unsuccessful.

- 4.6.6** A copy of this Constitution shall be supplied to members upon a request to the Secretary and payment of any fee required by the Secretary or as prescribed by the Act.

#### **4.7 Transfer of Membership**

- 4.7.1** The Board:

- (a) may, at its discretion, on the written application of a member, transfer them between classes of Ordinary Membership;

- (b) will transfer Junior, Sub-Junior and Cadet Playing Members to Playing, Junior or Sub-Junior Playing Membership as appropriate on attaining the ages of 21, 18 and 12 respectively.

**4.7.2** Any member so transferred:

- (a) may at the discretion of the Board receive a refund or reduction of any entrance fee or subscription paid or payable by them for the financial year in which their membership is transferred; or
- (b) if transferring to a category of membership to which higher fees and/or subscriptions apply, will be required to pay the difference between the entrance and/or annual subscription applicable for their pre-transfer membership and the entrance and/or annual subscription applicable to the class of membership to which they are transferred.

## **5 Rights of Members**

### **5.1 Life Members, Playing Members and Junior Playing Members**

Financial Life Members, Financial Playing Members and Financial Junior Playing Members are entitled to:

- (a) use the golfing and other facilities of the Club as the Board may determine from time to time in respect of their class of membership;
- (b) hold office as a Director;
- (c) nominate or second candidates for election as a Director;
- (d) vote in any ballot conducted for the election of a Director;
- (e) attend and vote at General Meetings of the Club;
- (f) propose or second candidates for membership of the Club; and
- (g) introduce guests to the Club in accordance with this Constitution and any relevant Rules.

### **5.2 Limited Day Playing Members, Flexi Playing Members and Country Playing Members**

Financial Limited Day Playing Members, Financial Flexi Playing Members and Financial Country Playing Members are entitled to:

- (a) use the golfing and other facilities of the Club as the Board may determine from time to time in respect of their class of membership;
- (b) propose or second candidates for membership of the Club; and
- (c) introduce guests to the Club in accordance with this Constitution and any relevant Rules.

### **5.3 Sub-Junior Playing Members and Cadet Playing Members**

Financial Sub-Junior Playing Members and Financial Cadet Playing Members are entitled to use the golfing and other facilities of the Club as the Board may determine from time to time in respect of their class of membership.

### **5.4 Staff Members**

Staff Members are entitled to:

- (a) use the golfing and other facilities of the Club as the Board may determine from time to time in respect of their class of membership;
- (b) attend General Meetings of the Club if required to do so in their capacity as employees;
- (c) propose or second candidates for membership of the Club; and
- (d) introduce guests to the Club in accordance with this Constitution and any relevant Rules.

## **5.5 Non-Golfing Members**

Financial Non-Golfing Members are eligible to:

- (a) use the non-golfing facilities of the Club as the Board may determine from time to time in respect of their class of membership;
- (b) introduce guests to the Club in accordance with this Constitution and any relevant Rules.

## **5.6 Honorary Members**

Honorary Members are entitled to the social privileges of the Club and to play golf and other games, recreations and pastimes as the Board may determine from time to time.

## **5.7 Temporary Members**

Temporary Members are eligible to use the golfing and non-golfing facilities of the Club as the Board may determine from time to time.

# **6 Entrance Fees, Annual Subscriptions & Other Payments**

## **6.1 Setting fees, subscriptions and other payments**

- 6.1.1** Except as specified in **clause 6.1.2**, the entrance fees, annual subscriptions and any fees or other payments payable by members shall be determined by the Board.
- 6.1.2** Annual subscriptions for Full Playing Members shall be determined by the members voting at a General Meeting after receiving a recommendation from the Board.

## **6.2 Payment of fees, subscriptions and other payments**

- 6.2.1** Membership subscriptions must be paid annually in advance, or may with the approval of the Board and subject to payment of such instalment fee as the Board may determine, be paid by monthly, quarterly or half-yearly instalments in advance. The dates by which instalments and other fees or payments are to be paid shall be determined by the Board from time to time.
- 6.2.2** A person admitted to any class of membership after the commencement of the Financial Year shall in respect of that year pay a pro rata amount of the annual subscription and any other payments required under **clause 6.1** calculated from the date their membership commenced to the end of the Financial Year.

## **6.3 Unfinancial members**

- 6.3.1** Any member who has not paid their subscriptions or any other amount due to the Club on or before the due date for payment will cease to be a Financial Member. The Secretary will issue a notice to each unfinancial member stating:
  - (a) the amount owing;



- (b) that the member is suspended from exercising all rights and privileges of membership while they remain unfinancial; and
  - (c) that the member will have their membership of the Club cancelled if the amount owing to the Club remains unpaid after the date specified in the notice (being 30 days after the date of the notice or such later date as the Board in its absolute discretion may permit).
- 6.3.2** If a member who has ceased to be a Financial Member pays the amount owing by the date specified in the notice issued under **clause 6.3.1(c)**, the member will again become a Financial Member.
- 6.3.3** If a member who has ceased to be a Financial Member fails to pay the amount owing by the date specified in the notice issued under **clause 6.3.1(c)**, or such later date as the Board in its absolute discretion may permit, the member will have their membership cancelled but will remain liable for the amount owing.
- 6.3.4** A person whose membership has been cancelled under **clause 6.3.3** may be re-admitted to membership provided that:
- (a) the person re-applies for and is admitted to, membership in accordance with **clause 4.6**; or
  - (b) in exceptional circumstances, the Board may in its absolute discretion, restore the person's membership without requiring a new membership application.

## **7 Registers of Members and Guests**

### **7.1 Registers to be maintained**

The Club shall keep the following registers:

- (a) A register of persons who are Full Members setting out:
  - (i) each member's full name, address and occupation;
  - (ii) if the person is an Ordinary Member, the date that the person last paid their annual subscription; and
  - (iii) the date that the person was admitted as a member of the Club.
- (b) A register of persons who are Honorary Members and Temporary Members other than Temporary Members admitted to the Club under **clause 4.5.1(d)** setting out:
  - (i) each member's full name and address; and
  - (ii) for each member admitted for a limited period, the dates on which the period of membership starts and ends.
- (c) A register of persons over the age of 18 years who enter the Club's premises as guests of members. The following information shall be entered for each day such a person enters the Club:
  - (i) the full name, or initials and surname, of the guest;
  - (ii) the address of the guest;
  - (iii) the date of entry of the guest on the Club's premises; and
  - (iv) the signature of the member.

### **7.2 Change of address**

Members must advise the Secretary of any change to their residential, postal and/or email address.

## **8 Guests**

### **8.1 Rules for admission of Guests**

The Board may make Rules from time to time regulating the terms and conditions on which guests may be admitted to the Club. Subject to compliance with any such Rules, all members have the privilege of introducing guests to the Club.

### **8.2 Introducing Guests**

**8.2.1** When introducing guests, members must complete the Register of Guests as required by **clause 7.1(c)** and shall be responsible for the conduct of any guests they may introduce to the Club.

**8.2.2** No member shall introduce as a guest any person whose name has been removed from the Register of Members for misconduct or non-payment of subscription or fees or whose membership of the Club has been suspended.

## **9 Resignation and cessation of membership**

### **9.1 Resignation**

A member may at any time resign from membership of the Club by giving notice in writing to the Secretary, and such resignation shall take effect from the date on which it is received by the Secretary.

### **9.2 Cancellation of membership**

**9.2.1** The Board or the Secretary may cancel the membership of any unfinancial member who fails to pay any amount owing to the Club by the date specified in a notice issued in accordance with **clause 6.3.1**.

**9.2.2** The Board may cancel the membership of any Ordinary Member for misconduct in accordance with **clause 10.1.2**.

**9.2.3** The Board may cancel the membership of any Honorary Member without notice and without giving a reason.

**9.2.4** The Board, the Secretary or senior employee of the Club on duty may cancel the membership of any Temporary Member without notice and without giving a reason.

### **9.3 Liability for payments owing**

Any person who resigns or otherwise ceases to be a member of the Club shall automatically forfeit all their rights as a member but shall remain liable for the payment of any annual subscriptions and/or other payments owing to the Club at the time their membership ended.

## **10 Misconduct**

### **10.1 Disciplinary Committee**

**10.1.1** The Board will appoint a Disciplinary Committee comprising three Full Members (one or more of whom may, but need not, be members of the Board) to deal with allegations of misconduct by Full Members.

**10.1.2** If a Full Member is guilty of misconduct, the Disciplinary Committee or the Board may reprimand, suspend or accept the resignation of, the member or cancel their membership.

## **10.2 Definition of misconduct**

For the purpose of this **clause 10**:

- (a) “**misconduct**” means conduct by a member of the Club that in the opinion of the Disciplinary Committee or the Board:
  - (i) amounts to a wilful or negligent breach of a material provision of the Constitution or a Rule of the Club;
  - (ii) is prejudicial to the interests of the Club;
  - (iii) is unsatisfactory conduct for a member of the Club; or
  - (iv) renders the person unfit to be a member of the Club; and
- (b) a reference to the Committee means the Disciplinary Committee established under **clause 10.1.1**.

## **10.3 Procedures**

The Disciplinary Committee and the Board (as the case requires) must comply with the following procedures before exercising the powers under **clause 10.1.2** in respect of any Full Member:

- 10.3.1** Where the Disciplinary Committee forms the opinion that a member may have engaged in misconduct, it will give the member written notice of:
  - (a) the allegations against them (the **Charge**), including particulars of the conduct alleged to constitute misconduct; and
  - (b) the date, time and place of the meeting of the Committee at which the Charge is to be heard.
- 10.3.2** Any notice issued in accordance with **clause 10.3.1** must be issued at least 14 days before the meeting of the Disciplinary Committee at which the Charge is to be heard.
- 10.3.3** The member charged with misconduct may attend the meeting for the purpose of answering the Charge or may answer the Charge in writing. Any written submissions must be lodged with the Secretary before the date of the meeting.
- 10.3.4** If the member attends the meeting, they must be given a reasonable opportunity to:
  - (a) call witnesses and/or present documentary evidence in their defence; and
  - (b) address the Committee in relation to the Charge.
- 10.3.5** After receiving all the evidence against and on behalf of the member charged and submissions by or on their behalf, the Committee must determine whether the member has engaged in misconduct.
- 10.3.6** If the Committee finds that the member has engaged in misconduct it must notify the member and give them a further opportunity to address the Committee, in person or in writing, in relation to the appropriate penalty.
- 10.3.7** The Committee must notify the member of its decision as to penalty, but is not required to give reasons for its decision.

## **10.4 Appeals**

**10.4.1** Where the Committee decides to suspend or cancel a member's membership, the member may, within seven days of being notified of the Committee's decision, lodge an appeal against that decision.

**10.4.2** Any appeal lodged under **clause 10.4.1** shall be determined by the Board. The Board will hear submissions from the member and consider the Committee's findings and penalty, but will not conduct a new hearing of the Charge. Any decision of the Board is final and the Board is not required to give any reasons for its decision.

## **10.5 Powers of the Board**

Nothing in this **clause 10** limits the Club's powers under **clause 9.2** to cancel the membership of any Honorary or Temporary Member at any time and without giving reasons.

## **11 Suspension and Removal of Members and other persons from the Club's premises**

### **11.1 Suspension of Members**

If a notice of charge is issued to a member pursuant to **clause 10.3.1**, the Board or the Secretary may suspend the member from all rights and privileges as a member of the Club until the charge (including any appeal) is heard and determined. Any suspension under this clause shall be promptly notified in writing to the member concerned.

### **11.2 Removal from the Club's Premises**

**11.2.1** The Secretary, or in the Secretary's absence, the senior employee of the Club then on duty may refuse to admit or remove from the Club's premises any member whose membership has been suspended or any person (including a member), who in the opinion of the Secretary or the senior employee:

- (a) is intoxicated, violent, quarrelsome or disorderly;
- (b) whose presence on the Club's premises renders the Club or the Secretary liable to a penalty under the Act; or
- (c) has engaged in conduct which may be unlawful, or has used any part of the Club's premises for an unlawful purpose.

**11.2.2** The Secretary or the senior employee who has exercised the power referred to in **clause 11.2.1** in relation to a member of the Club shall make a written report to the Board within seven days of the incident.

## **12 Club Patron**

### **12.1 Appointment of Patron**

The members in General Meeting may appoint one or more Patrons from time to time on a recommendation from the Board.

### **12.2 Honorary Membership**

Each Patron shall be an Honorary Member of the Club for the duration of their appointment.

## **13 Board of Directors**

### **13.1 Board membership**

The Board shall consist of:

- (a) six Directors, being a President, a Captain, a Director of Finance and three other Directors elected or appointed in accordance with **clause 13.3, 16.2 or 16.3**; and
- (b) at the discretion of the Board, may include up to two additional Directors appointed by the Board in accordance with **clause 13.5**.

## **13.2 Term of office**

**13.2.1** Except as provided in **clauses 13.2.2 and 13.2.3**, Directors shall hold office until the conclusion of the third Annual General Meeting after which they were elected or appointed when they shall retire but shall be eligible for re- or re-appointment.

**13.2.2** Directors who were elected to office on 28 January 2016, or appointed to fill an office vacated by a Board member elected on 28 January 2016, will hold office until the conclusion of the Annual General Meeting held in January 2017, when they shall retire but shall be eligible for re-admission or re-appointment.

**13.2.3** The term of office of each Director elected or appointed at the Annual General Meeting held in January 2017 will be determined as follows:

- (a) The elected Directors shall be divided into three groups of equal numbers, with the membership of each group being determined by lot;
- (b) The groups will be designated Groups 1, 2 and 3; and
- (c) The Directors:
  - (i) in group 1 shall hold office for 1 year;
  - (ii) in group 2 shall hold office for 2 years; and
  - (iii) in group 3 shall hold office for 3 years.

**13.2.4** At each Annual General Meeting after the AGM held in January 2017 the number of Directors required to fill vacancies on the Board shall be elected and shall hold office for three years.

**13.2.5** For the purposes of **clauses 13.2.3 and 13.2.4**, "year" means the period between successive Annual General Meetings.

**13.2.6** A person who fills a casual vacancy on the Board shall hold office until the conclusion of next succeeding Annual General Meeting, at which an election shall be held to fill the casual vacancy. The person elected at the AGM to fill the casual vacancy shall hold office for the balance of the term of office of the Director who caused the initial casual vacancy to occur.

## **13.3 Eligibility for election or appointment as Director**

Subject to the Corporations Act, members shall be eligible to stand for and hold office as a Director, only if they are Financial Playing Members, Financial Junior Playing Members or Life Members.

## **13.4 Election of Directors**

**13.4.1** Subject to this Constitution, elections will be conducted in accordance with procedures determined by the Board. The Secretary will appoint a returning officer to conduct each election.

- 13.4.2** At least 42 days prior to an Annual General Meeting at which Directors are to be declared elected in accordance with this Constitution, the Returning Officer shall place a notice on the Notice Board that:
- (a) calls for nominations for election to the positions of President, Captain, Director of Finance and three other Board members; and
  - (b) sets out the date and time by which nominations must be delivered to the Office, being a date at least 28 days before the AGM.
- 13.4.3** Nominations for election as a Director must be made in writing and signed by two eligible members (a proposer and a seconder) and the nominee and delivered to the Office at least 28 days prior to the AGM at which the ballot for the position is to be declared. To be eligible to propose or second nominations, members must hold financial membership in one of the following categories: Life Membership, Playing Membership and Junior Playing Membership.
- 13.4.4** On receipt of each valid nomination, the Secretary shall display the names of each nominee and their proposer and seconder on the Notice Board.
- 13.4.5** A member who is eligible for election to the Board may be nominated for more than one office. Results will be determined in the following order of seniority:
- (a) President
  - (b) Captain
  - (c) Director of Finance
  - (d) Members of the Board (3)
- 13.4.6** Where a candidate who has been nominated for more than one office is elected, they will be eliminated from candidature for election to any less senior office for which they have been nominated.
- 13.4.7** If the number of persons nominated for any position equals, or does not exceed, the number required to be elected, the person or persons nominated shall be declared elected at the AGM.
- 13.4.8** If the number of persons nominated for any position is more than the number required, a ballot will be held for that position, or positions, in accordance with the procedures determined by the Board, which may include electronic and/or postal voting.
- 13.4.9** If no person, or an insufficient number of persons are nominated for any position, the person or persons (if any) who have been nominated shall be declared elected at the AGM and the Board may at its first meeting after the AGM fill any vacancies.
- 13.4.10** A candidate for election as a Director (including the office of President, Captain, or Director of Finance) may withdraw his or her nomination. The withdrawal must be notified to the Secretary in writing, before the close of nominations
- 13.4.11** In the event of an equality of votes in favour of two or more candidates, the successful candidate will be determined by lot between the candidates having an equality of votes, such lot being drawn by the Chair of the Annual General Meeting at which the election results are to be declared.

## **13.5 Appointment of Additional Directors**

**13.5.1** The Board may at its discretion appoint up to two additional Directors where it considers such appointments to be in the best interests of the Club, having regard to the relevant skills and qualifications of the appointees and the business needs of the Club.

**13.5.2** Within 21 days of any appointment under **clause 13.5.1**, the Board must notify members by notice on the Club notice board and website, setting out the reasons for the appointment including the appointee's relevant skills and qualifications and any proposed honorarium.

## **14 Powers of the Board**

### **14.1 General power to manage business of Club**

The business and affairs of the Club shall be managed by the Board which may exercise all powers of the Club which are not required by the law or this Constitution to be exercised by the Club in General Meeting.

### **14.2 Delegation of powers**

**14.2.1** The Board may delegate any of its powers to:

- (a) a committee comprising two or more directors; or
- (b) a committee comprising at least one director and one other Full Member of the Club; or
- (c) the Secretary.

**14.2.2** The Board may revoke or vary any delegation of its power made under **clause 14.2.1**.

### **14.3 Committees**

**14.3.1** The Board will establish such Committees as it deems appropriate from time to time for the proper and efficient control, administration and management of the Club's finances, affairs, undertakings, interests and property. In particular, and without limiting the generality of this **clause 14.3.1**, the Board shall establish the following Committees:

- (a) Course Committee;
- (b) Match Committee;
- (c) Finance Committee; and
- (d) Disciplinary Committee.

**14.3.2** Membership of each Committee established under **clause 14.3.1** will be determined by the Board.

**14.3.3** Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present and in the case of an equality of votes the Chairman shall have a second and casting vote. The meetings and proceedings of any Committee shall be governed by the provisions in this Constitution for regulating the meetings and proceedings of the Board.

### **14.4 Power to make rules**

**14.4.1** The Board shall have power to make, vary or rescind Rules that are consistent with this Constitution and which, in the opinion of the Board, are necessary or desirable for the proper control, administration and management of the Club's finances, affairs, undertakings, interests and property, or for the convenience,

comfort and well being of the members. In particular, and without limiting the generality of this **clause 14.4.1**, the Board shall have power to make Rules with respect to:

- (a) such matters as the Board is specifically by the Constitution empowered to regulate by Rules;
- (b) the general management control and trading activities of the Club;
- (c) the control and management of the Club premises;
- (d) the management and control of play and dress on the course and on the Club premises;
- (e) the upkeep and control of the course and the Club premises;
- (f) the control and management of all competitions;
- (g) the conduct of members;
- (h) the privileges to be enjoyed by each class of members;
- (i) the relationship between members and club employees; and
- (j) all such matters as are commonly the subject matter of Club rules or by-laws or which are not reserved by the Constitution for decision by the Club in General Meeting.

**14.4.2** Any Rule made under this Constitution will come into effect when posted on the Notice Board.

**14.4.3** Where any Rule is inconsistent with this Constitution, the Constitution will prevail.

## **14.5 Powers of the Board**

Without limiting the generality of **clause 14.1**, the Board shall have the power:

- (a) to purchase or otherwise acquire for the Club any property rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as it thinks fit;
- (b) to secure the fulfilment of any contract or engagement entered into by the Club by mortgaging or charging all or any of the property of the Club as it thinks fit;
- (c) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers or otherwise concerning the affairs of the Club and also to compound or allow time for payment and satisfaction of any debts due to any claims or demands by or against the Club and to refer any such claims or demands to arbitration and to observe and perform any obligations arising from such proceedings or arbitration;
- (d) to determine who shall be entitled to sign or endorse on the Club's behalf contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents or instruments;
- (e) to invest and deal with any of the moneys of the Club not immediately required for the purposes of the Club upon such securities and in such manner as the Board may think fit and from time to time to vary or realise such investments;
- (f) from time to time at its discretion to borrow or secure the payment of any sum or sums of money for the purposes of the Club and raise or secure the



payment of such sum or sums in such manner and upon such terms and conditions as it shall think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise and either charged upon all or any of the Club's property both present and future or not so charged or by any mortgage, charge or other security upon or over all or any part of the Club's property both present and future. Any debentures or other securities may be issued with any special rights and privileges which the Board may think proper to confer on the holders;

- (g) to sell, exchange, lease or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels (but not including land or buildings), belonging to the Club and with the sanction of a General Meeting of the Club to sell, exchange or lease all or any of the lands and buildings or other property or rights to which the Club may be entitled from time to time provided that the power to lease shall not be exercised with respect to any part of the Club's premises which may be registered under the provisions of the Act without the consent of the Licensing Court;
- (h) to appoint, suspend, discharge and arrange the duties and powers of the Secretary, Secretary/Manager or General Manager and to determine their remuneration and other terms of employment;
- (i) to engage, appoint, control, remove, suspend and dismiss managers, officers, representatives, agents and employees in respect of continuing, temporary or special services as it may from time to time think fit and to determine their remuneration, duties and other conditions and to determine with or without compensation any contract for service or otherwise;
- (j) to fix the maximum number of persons who may be admitted to each class of membership of the Club in accordance with the Constitution;
- (k) to determine from time to time entrance fees, annual subscriptions and any fees or other payments payable by members except as provided for in **clause 6.1.2**;
- (l) to create sections for the conduct, management and control of all or any game or sporting activity in which the Club from time to time is engaged or interested and to define and limit the persons (being members of the Club) eligible for membership of all or any such sections and to fix or approve any supplemental subscription or any charge (whether annual or special) for membership of such sections or any of them and from time to time to prepare or approve and amend rules and by-laws for the control and regulation of such sections and their conduct and activities and also to terminate and dissolve any such section or to reconstitute the same on a similar or different basis;
- (m) to make charges and levies on Ordinary Members for general or special purposes;
- (n) to waive or reduce any payment owing to the Club by a Member;
- (o) to make donations for charitable or community purposes;
- (p) to enforce the observance of this Constitution and all Rules by suspension of members from the enjoyment of the Club privileges, or any of them, or otherwise as the Board thinks fit; and
- (q) do all such other things as are incidental or conducive to the attainment of the Club's objects set out in this Constitution.

## **14.6 Sections**

Where the Board establishes Sections under **clause 14.5(I)**:

- (a) the Board may permit any such section to adopt a name distinctive of such section (provided it be described as a section of the Club) and to become affiliated with the body controlling the game or activity in the State of New South Wales on such terms and conditions (not inconsistent with this Constitution or the Act) as such controlling body may from time to time require and to pay on behalf of the Club capitation fees to any such controlling body or as required by such body.
- (b) the Board may empower each section to open and operate a bank account in the name of the section in such bank or banks as the Board may from time to time approve provided that the persons eligible to operate upon any such account shall be approved by the Board which from time to time may remove and replace such persons or any of them.
- (c) subject to the general control and supervision of the Board each section shall manage its own affairs but shall make regular reports to the Board (or otherwise as may be required from time to time by the Board). The Minutes and records of each Section shall also be produced regularly and promptly for inspection by or on behalf of the Board.
- (d) the constitution and rules or by-laws of each such Section may be amended from time to time by a majority of the members for the time being of such Section at a general meeting of such members either annually or at a meeting convened specifically for such purpose, provided that no amendment proposed to and approved by the meeting of members of the Section shall have effect unless and until it shall have been approved by resolution of the Board.
- (e) any disciplinary action by the section in respect of any member of such section shall at once be reported to the Board together with the reasons therefore and with a recommendation as to further action (if any) to be taken by the Board.

## **15 Board Meetings**

### **15.1 Convening and timing of meetings**

- 15.1.1** The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit provided that the Board shall meet whenever it deems it necessary but at least once in each calendar month.
- 15.1.2** The President may at any time, and the Secretary upon the request of not less than three members of the Board, shall convene a meeting of the Board.

### **15.2 Use of technology**

- 15.2.1** For the purposes of the Corporations Act, each Director on becoming a Director (or on the adoption of this Constitution), consents to the use of each of the following technologies for holding a meeting of the Board:
  - (a) video;
  - (b) telephone;
  - (c) electronic mail;

- (d) any other technology which permits each Director to communicate with every other Director; or
- (e) any combination of these technologies.

**15.2.2** Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:

- (a) the participating Directors are, for the purpose of every provision of this Constitution concerning meetings of the Directors, taken to be assembled together at a meeting and to be present at that meeting; and
- (b) all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in the one location.

### **15.3 Records**

A record of all members of the Board present and of all resolutions and proceedings of the Board shall be entered in a Minute Book provided for that purpose.

### **15.4 Chairing meetings, quorum and voting**

**15.4.1** The President shall preside at every meeting of the Board or if at any meeting the President is not present or is unwilling or unable to act then the Board members present may elect a Chair. The quorum for meetings of the Board shall be four members personally present or attending in accordance with **clause 15.2.2**.

**15.4.2** Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the members of the Board shall for all purposes be deemed a determination of the Board. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

**15.4.3** The continuing members of the Board may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below the number fixed by or pursuant to the Constitution as the necessary quorum of the Board, the continuing member or members may act for the purpose of increasing the number of members of the Board to that number or of summoning a General Meeting of the Club, but for no other purpose.

### **15.5 Directors' duties**

**15.5.1** Each Director owes to the Club the duties set out in sections 180 to 183 of the Corporations Act.

**15.5.2** Any Director who has a material personal Interest in a matter that relates to the affairs of the Club must, as soon as practicable, declare the nature of the interest at a meeting of the Board.

**15.5.3** The provisions of the Act shall be implemented if applicable where a Director of the Club makes a declaration of interest required by that Act.

**15.5.4** Any Director who, either directly or indirectly, has an interest in a contract or proposed contract with the Club shall declare the nature of that interest at a meeting, or meetings, of the Board where the contract or proposed contract is to be considered by the Board.

**15.5.5** A Director who has a material personal interest in a matter being considered at a meeting of the Board:

- (a) must not be present while the matter is being considered at the meeting; or
- (b) must not vote on the matter.

**15.5.6** The Board is not permitted to pass a resolution for the purpose of section 195(2) of the Corporations Act exempting a Director from the provisions **clause 15.5.5**.

**15.5.7** Any Director who has or acquires a financial interest in respect of a hotel must in accordance with section 41D of the Act give a written declaration of that interest to the Secretary within 14 days.

**15.5.8** A Director must, in accordance with section 41E of the Act, declare any gift received from an affiliated body (as defined by the Act) if the value of the gift exceeds the amount prescribed by the regulations made under the Act.

## **15.6 Validity of actions**

All acts done by the Board, a committee, or by any Director shall be valid, notwithstanding that a defect is later discovered in the appointment or qualification of a member of the Board or a committee.

## **16 Board Vacancies**

### **16.1 Removal of Board Members**

Subject to the provisions of this Constitution, the members in General Meeting may by ordinary resolution of which notice has been given remove any member or members of the Board or the whole of the Board before the expiration of their period of office and may by ordinary resolution appoint another person or persons in their stead. Any person so appointed shall hold office during such time only as the person in whose place he is appointed would have.

### **16.2 Requirement to vacate office**

The office of President, Captain, Director of Finance or Board member shall be vacated if the holder of that office:

- (a) resigns from office by notice in writing to the Secretary;
- (b) ceases to be a Playing or Life Member of the Club;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (d) becomes insolvent under administration or has been convicted of any offence referred to in Section 206B of the Corporations Act;
- (e) is absent from meetings of the Board for a continuous period of three calendar months, without leave of absence and the Board resolves that the office is vacated
- (f) becomes prohibited from being a Director by reason of any order made under the Act or the Corporations Act;
- (g) fails to declare the nature of the Director's interest in a contract, office, or property as provided by the Corporations Act; or
- (h) becomes an employee of the Club.

### **16.3 Casual vacancies**

The Board shall have power at any time and from time to time, to appoint any eligible person to the Board to fill a casual vacancy. The person so appointed shall hold office only until the commencement of the following Annual General Meeting.

## **17 General Meetings & Proceedings at General Meetings**

### **17.1 Annual General Meeting**

**17.1.1** A General Meeting called the Annual General Meeting shall be held once in every calendar year at such time and place as may be determined by the Board, and in accordance with the Corporations Act. All meetings other than Annual General Meetings shall be called General Meetings.

**17.1.2** Notice of the date and time and place for each Annual General Meeting and the last day for receiving nominations for officers and members of the Board shall be placed on the Notice Board at least 42 days prior to the date fixed for such Annual General Meeting.

**17.1.3** Notice of the date, time and place for each Annual General Meeting shall be given to each member entitled to vote at least 21 days prior to the date fixed for such annual general meeting.

**17.1.4** A copy of the directors' report, financial statements and auditor's report shall be forwarded (either by post or email) to each member who is entitled to vote and has elected in writing to receive such report.

**17.1.5** The Directors' Report referred to in **clause 17.1.4** shall include particulars of the number of members registered in the Register of Members at the end of the financial year to which the report relates.

**17.1.6** The business of any Annual General Meeting and the order in which such business shall be dealt with is as follows:

- (a) Confirmation of minutes of the last Annual General Meeting and of any General meetings held during the preceding year.
- (b) To receive and consider the accounts, statements and reports prescribed by the Act.
- (c) Confirmation of appointment of Patron.
- (d) Declaration of election of Board members.
- (e) Consideration of Board's recommendation regarding annual subscriptions for Full Playing members.
- (f) Business set down for consideration of which members have been given due notice.

### **17.2 General Meetings**

**17.2.1** The Board may convene a General Meeting whenever it thinks fit, and must also do so when requested by no less than five per cent of the members of the Club eligible to vote at such meetings.

**17.2.2** A request of members to convene a General Meeting under **clause 17.2.1** shall:

- (a) be in writing;
- (b) state any resolution to be proposed at the meeting and state the purpose or purposes of the meeting;

- (c) set out the printed name and membership number of each member making the request;
- (d) be signed by each member making the request;
- (e) be lodged with the Secretary;
- (f) may consist of several documents in identical form, each signed by one or more of the members making the request.

**17.2.3** The Board must call a General Meeting within 21 days of receiving a valid request to do so. The General Meeting is to be held not later than two months after the request is received by the Club.

**17.2.4** If the Board does not call a General Meeting within 21 days of receiving a valid request, members who made the request may call and arrange to hold a General Meeting if at least 50 per cent of those requesting the meeting approve the convening of a meeting.

**17.2.5** Any meeting called under **clause 17.2.4**:

- (a) shall, as nearly as practicable, be convened in the same manner as a General Meeting is convened by the Board;
- (b) must be held within three months of the request being given to the Club.

**17.2.6** To call a meeting under **clause 17.2.4**, the members requesting the meeting may ask the Club for a copy of the Register of Members and the Club must give to members the copy of the Register without charge. The Club must pay the reasonable expenses incurred by the members incur as a result of the Board's failure to call and arrange to hold the meeting.

**17.2.7** Where the object of a General Meeting called under **clause 17.2.4** is to consider a Special Resolution, the Board shall be deemed not to have duly convened the meeting if it does not give notice of such resolution as required by the Corporations Act or this Constitution.

### **17.3 Quorum**

**17.3.1** No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. A quorum at any General Meeting shall, subject to **clause 17.3.2** be not less than 40 members present and entitled to vote.

**17.3.2** If within 15 minutes from the time appointed for the meeting a quorum is not present the Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day time and place as the Board may determine but such period shall not exceed 21 days. If at such adjourned meeting a quorum is not present the members who are present and entitled to vote shall be a quorum and may transact the business for which the meeting was called.

### **17.4 Chairing General Meetings**

The President shall be entitled to take the Chair at every General Meeting. If the President is not present within 15 minutes after the time appointed for holding such meeting or is unwilling or unable to act the Captain shall chair the meeting, but if the Captain is not present or is unwilling or unable to act then the members of the Club present shall elect a member of the Board or one of their number to be Chairman of the Meeting.

## **17.5 Voting**

Every question submitted to a General Meeting shall be decided by a show of hands (unless a poll is demanded by 10 members) and in the case of an equality of votes whether on a show of hands or on a poll the Chairman of the Meeting shall have a second or casting vote.

## **17.6 No proxies**

No person shall act as the Proxy of another person at any General Meeting of the Club or any Meeting of the Board or of any Committee or at any election for membership of the Board.

## **17.7 Resolutions**

**17.7.1** At any General Meeting (unless a poll is requested) a declaration by the Chair that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

**17.7.2** If a poll is requested it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of the Chair or on a question of adjournment shall be taken forthwith

**17.7.3** A demand for a poll may be withdrawn.

## **17.8 Adjournment of General Meetings**

The Chair of a General Meeting may with the consent of the meeting (and shall, if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. A resolution passed at any adjourned meeting shall for all purposes be treated as having been passed on the date when it was in fact passed and shall not be deemed to have been passed on any earlier date. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting except when a Meeting is adjourned for 30 days or more, when notice of the adjourned meeting shall be given as in the case of an original meeting.

## **17.9 Minutes**

Minutes of all resolutions and proceedings at General Meetings shall be entered within one month of the meeting in a book provided for that purpose and any such minute shall be signed by the Chair of the meeting to which it relates or by the Chair of the next succeeding meeting and if purporting to be so signed shall be prima facie evidence of the proceedings to which it relates.

## **18 Accounts and Audit**

**18.1** The Board shall cause proper accounts and records to be kept with respect to the financial affairs of the Club in accordance with the Act, the Corporations Act and any other relevant legislation or accounting standards in force from time to time.

**18.2** The books of account shall be kept at the Registered Office of the Club or at such other place as the Board thinks fit. The Club shall at all reasonable times make its

accounting records available in writing for the inspection of members of the Board and any other persons authorised or permitted by or under the Act to inspect such records.

- 18.3** Auditors shall be appointed and their duties regulated in accordance with the Act and their remuneration shall be fixed by the Board.

## **19 Director of Finance**

The Director of Finance shall supervise the financial affairs of the Club in such manner as the Board may from time to time determine.

## **20 Secretary**

At any time there shall be only one Secretary of the Club who shall be appointed by the Board and shall serve as Chief Executive of the Club for the purposes of the Act.

## **21 Miscellaneous**

### **21.1 Execution of Documents**

**21.1.1** The Club may execute a document (including a deed) by two Directors, or one Director and the Secretary, signing the document.

**21.1.2** The Club shall not execute a document except with the authority of a resolution of the Board, or in accordance with authority delegated by the Board in accordance with this Constitution.

### **21.2 Notices**

**21.2.1** The Club may give notice to any person (including a Member) under this Constitution by:

- (a) serving it on the person;
- (b) sending it by post to the person at the person's address shown in the Register of Members, or to an alternative address supplied by the person to the Club; or
- (c) sending it to a facsimile number or electronic mail address supplied by the person to the Club.

**21.2.2** A notice sent by post is taken to have been received on the day after it was posted and a notice sent by facsimile or electronic transmission is taken to have been received on the day after it was transmitted.

### **21.3 Winding up**

**21.3.1** Each Full member of the Club undertakes to contribute an amount not exceeding \$1.00 if the Club is wound up while he or she is a member or within one year of the date that he or she ceases to be a member. This contribution shall be for the payment of the debts and liabilities of the Club before the member ceased to be a member and the costs, charges and expenses of winding up.

**21.3.2** The Club shall not be dissolved, or wound up voluntarily, except at a General Meeting of the Club specifically convened for the purpose and by a resolution carried by a majority of four-fifths of those members present and voting. If the Club is wound up or dissolved and there remains after the satisfaction of all the Club's debts and liabilities, any property whatsoever, that property shall:



- (a) shall not be transferred, paid to or distributed among the members;
- (b) be given or transferred to an institution or institutions that having objects similar to the objects of the Club and which is also not carried on for the profit or gain to its individual members and which is similarly exempt from income tax; and
- (c) The institution or institutions referred to in **clause 21.3.2(a)** shall be determined by the members of the Club in General Meeting (by Ordinary Resolution) at or before the time of dissolution, or in default therefore the Supreme Court of New South Wales.

## **21.4 Indemnity of Officers**

**21.4.1** The Club is to indemnify each Officer out of the assets of the Club to the relevant extent against any liability incurred by the Officer in or arising out of the conduct of the business of the Club or arising out of the discharge of the Officer's duties.

**21.4.2** The Club may make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an Officer against any liability incurred by the Officer in or arising out of the conduct of the business of the Club or arising out of the discharge of the Officer's duties.

**21.4.3** In this **clause 21.4**:

- (a) 'liability' means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or other body.
- (b) 'to the relevant extent' means the:
  - (i) extent to which the Club is not precluded by law from doing so;
  - (ii) extent to which any liability arises out of conduct by the Officer that involves a lack of good faith; and
  - (iii) extent to which and for the amount that the officer or employee is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, but without limitation, an insurer under any insurance policy).

## **21.5 Validity of Clauses**

To the extent that any of the provisions in this Constitution might prevent the Club being registered under the provisions of the Act they shall be inoperative and have no effect.

## **21.6 Rules of Golf**

The rules of the game of Golf adopted from time to time by the Royal and Ancient Golf Club of St Andrews except insofar as they may be modified by local rules of the Club shall be played.