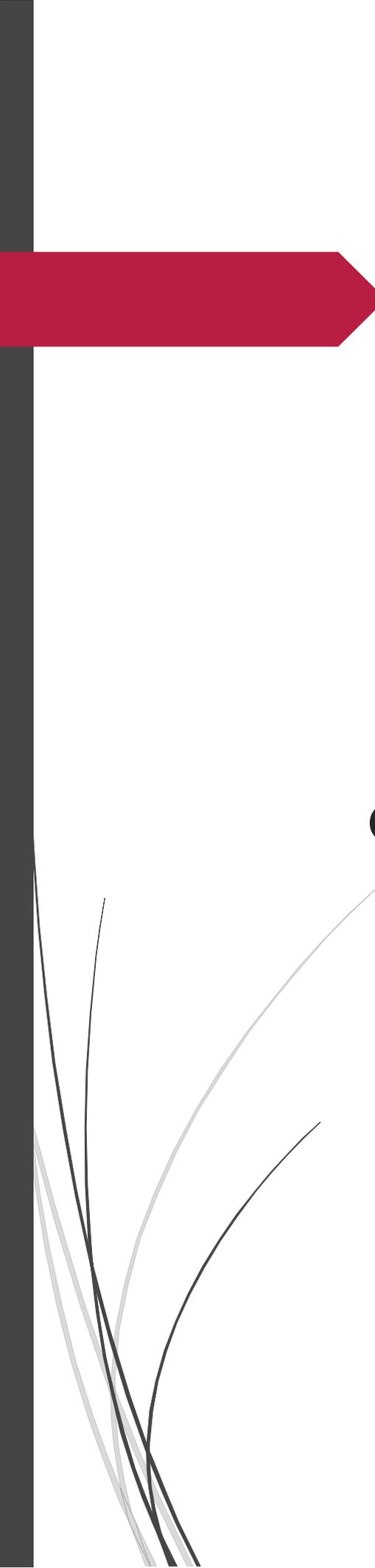




# CABOOLTURE GOLF CLUB

## CONSTITUTION



*2020 Constitution Review Committee  
Version: Final for Member Review*

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## 1 NAME

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The name of the incorporated association shall be Caboolture Golf Club Incorporated (in these Rules called the "Association" or "Club").

## 2 DEFINITIONS AND INTERPRETATIONS

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### 2.1 DEFINITIONS

- 2.1.1 In this constitution unless it is inconsistent with the subject or the context in which it is used, the Act means the Associations Incorporation Act 1981 as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Association;
- 2.1.2 Reference to any section of any Act shall include reference to any corresponding section in any amending or replacement legislation.
- 2.1.3 The Constitution means and includes Rules.
- 2.1.4 By-Laws means and includes Regulations.
- 2.1.5 Rules and Regulations refers to any By-Laws, rules or regulations determined from time to time referring to the conduct and activities of the Club and Members.
- 2.1.6 "Management Committee" as referred to in the Act is the club's Board of Directors.
- 2.1.7 The Board means the members elected or appointed from time to time in accordance with the Constitution and is also referred to as the Board of Directors.
- 2.1.8 Director means a member of the Board.
- 2.1.9 The title Chairman applies to either a male or female who is chairing the meeting in question and has no relevance to the gender of that person.
- 2.1.10 Secretary/Manager includes Acting Secretary/Manager, Chief Executive Officer, General Manager, Operations Manager or Honorary Secretary or any person from time to time appointed to perform the duties of Secretary/Manager.
- 2.1.11 Officer means an officer as defined in the Act.
- 2.1.12 Relevant Officer is a person who is or has been Secretary, Secretary/Manager or Director
- 2.1.13 General Meeting is any meeting of the Members, including an Annual General Meeting, a General Meeting or a Special General Meeting.
- 2.1.14 Special Resolution has the same meaning as in the Act.
- 2.1.15 The Office means the registered office for the time being of the Club in Queensland.
- 2.1.16 The Club refers to the Caboolture Golf Club Inc.
- 2.1.17 Seal means the common seal of the Club.

- 2.1.18 Financial Year refers to the period of 12 months commencing on the 1st day of October each year to the next following 30th day of September, or such other yearly period as the Board may from time to time determine.
- 2.1.19 Month refers to a calendar month.
- 2.1.20 Prescribed Notice refers to the prescribed period of notice or any shorter period of notice for a meeting allowed under the Act
- 2.1.21 The Register means the register of members to be kept pursuant of the Act.
- 2.1.22 Registered Address is:
- a. the address of a Member specified in the Register; or
  - b. any other address of which the Member notifies the Club as a place at which the Member will accept service of notices.
- 2.1.23 “In writing” and “written” includes any mode of representing or reproducing words, figures, drawings or symbols in a visible form.
- 2.1.24 “Written Notice” includes physical and electronic transmission of notice given.
- 2.1.25 The Club Noticeboard means a board or boards designated as such within the Club's premises on which notices for the information of members are posted as well as in the “Members’ Section” of the Club’s website.
- 2.1.26 The Course means any golf course and grounds owned, leased or licensed or managed by the Club from time to time for the use of its members.
- 2.1.27 The Clubhouse means the building used for that purpose.
- 2.1.28 Ordinary Member means a member of the Club other than a Life Member.
- 2.1.29 Voting Member means an Ordinary Member who under this Constitution is entitled to vote on any matter at a General Meeting.
- 2.1.30 Playing Member means an Ordinary Member who is entitled under this Constitution to play in Club organised golfing competitions or socially.
- 2.1.31 Financial means any member who has paid all moneys payable by him or her to the Club by the due date for payment thereof.
- 2.1.32 Capital Expenditure means non-operational Capital Works.
- 2.1.33 Relative of a person, means a spouse, parent, sibling, child, grandparent or grandchild of the person;
- 2.1.34 Remuneration:
- 2.1.34.1 includes salary, allowance and other entitlements; and
  - 2.1.34.2 does not include reimbursement of out-of-pocket expenses.
- 2.1.35 Senior Employee means a person who:
- 2.1.35.1 makes, or participates in making, decisions that affect the whole, or a substantial part of the activities of the Association; or
  - 2.1.35.2 has the capacity to affect significantly the Association’s financial standing.

## 2.2 INTERPRETATIONS

- 2.2.1 This Constitution replaces any constitution, memorandum or articles of Association, which was or were taken to be the Club's constitution in force before the adoption of this Constitution.
- 2.2.2 This Constitution is subject to the Associations Incorporation Act 1981. To the extent that any of the provisions in this Constitution are inconsistent with this Act and might prevent the Club being registered under this Act, those provisions will be inoperative and have no effect.
- 2.2.3 A decision of the Board on the construction or interpretation of this Constitution, or on any By-Laws of the Club made pursuant to this Constitution or on any matter arising therefrom, is conclusive and binding on all members of the Club, subject to that construction or interpretation being varied or revised by the members of the Club in General Meeting or by the Supreme Court of Queensland.
- 2.2.4 The Club is established for the objects set out in this Constitution.
- 2.2.5 Headings, bold type and the Index are for convenience only and do not affect the interpretation of this document.
- 2.2.6 Words importing the singular number include the plural; words importing the plural number include the singular and words of any gender include all genders.
- 2.2.7 A reference to the Law or any other statutes or regulations is to be read as though the words 'as modified or substituted from time to time' were added to the reference.
- 2.2.8 The Club is a non-proprietary Club. (not registered or protected as a trademark)
- 2.2.9 Reference to any section of any Act shall include reference to any corresponding section in any amending or replacement legislation.
- 2.2.10 An employee of the Club who is not an Ordinary member of the Club shall not vote at any meeting of the Club or of the Board or at any election of the Board, or hold office as a member of the Board.
- 2.2.11 Any profits or other income of the Club must be applied only to the promotion of the objects of the Club and shall not be paid to or distributed among the members of the Club.
- 2.2.12 Liquor must 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 paragraph does not apply 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.
- 2.2.13 Liquor must not be sold, supplied or disposed of on the premises of the Club to any person under the age of 18 years.
- 2.2.14 A person under the age of 18 years must not use or operate poker machines on the premises of the Club.

### **3 OBJECTS**

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The objects for which the Association is established are:

- 3.1 To provide recreation of such kinds as the Club may determine, to encourage social intercourse and good fellowship amongst its Members and, in particular, to promote and encourage the game of Golf, and to promote and maintain a Golf Course together with a club house and other conveniences for the use of its members and its guests.
- 3.2 To promote and hold, either alone or jointly with any other association, club or person, competitions and matches for the playing of Golf or other sports and pastimes, and to offer, give or contribute towards prizes, medals and awards thereof
- 3.3 To construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Club.
- 3.4 To subscribe to, become a member of and co-operate with any other club, association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Club.
- 3.5 To affiliate with Golf Queensland, Golf Australia or other sporting associations and to arrange for the representation of the Club at any corporation, body or bodies formed for the purpose of promoting or controlling golf or other games, sports and pastimes.
- 3.6 To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

### **4 POWERS**

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The Powers of the Association are:

- 4.1 To subscribe to, become a member of and co-operate with any other association, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of Rule 23.9.
- 4.2 In furtherance of the objects of the Association to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Association or persons frequenting the Association's premises.
- 4.3 To purchase, hire, take on lease or in exchange or otherwise acquire any lands, buildings, easements, rights or privileges or other property whether real or personal which may be requisite for the purposes of or capable of being conveniently used in connection with any of the objects of the Club and to sell, improve, manage, develop, exchange, lease, convey, transfer, assign, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property or rights of the Club.

- 4.4 To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the Objects and the exercise of the powers of the Association, to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think is desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 4.5 To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Association.
- 4.6 To remunerate any person or body corporate for services rendered, or to be rendered, whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of unsecured notes, debentures or other securities of the incorporated association, or in or about the incorporated association or promotion of the incorporated association or in the furtherance of its objects.
- 4.7 To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- 4.8 To invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit.
- 4.9 To take or otherwise acquire, and hold shares, debentures or other securities of any Government Guaranteed Company or body corporate.
- 4.10 In furtherance of the Objects of the Association, to lend and advance money or give credit to any person or body corporate, to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and other wise to assist any person or body corporate.
- 4.11 To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance accounts or overdraft or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated Association's property or assets present or future and to purchase, redeem or pay off any such securities.
- 4.12 Notwithstanding any other clauses in the Constitution, the Club must not incur indebtedness from any financial Institution in excess of \$500,000.00 from any financial institution in any one transaction without prior approval from an Annual General Meeting or Special General Meeting called for this purpose.
- 4.13 To draw make, accept endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.

- 4.14** In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association.
- 4.15** To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, or any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others.
- 4.16** To take any gift of property whether subject to any special trust or not, for anyone or more of the objects of the Association but subject always to the proviso in Rule 4.3.
- 4.17** To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise.
- 4.18** To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects.
- 4.19** In furtherance of the Objects of the Association to amalgamate with anyone or more incorporated associations having objects altogether or in pan similar to those of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed on the Association under or by virtue of Rule 23.9.
- 4.20** In furtherance of the Objects of the Association to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Association is authorised to amalgamate.
- 4.21** In furtherance of the Objects of the Association to transfer all or any part of the property, assets, liabilities engagements of the Association to any one or more of the incorporated associations with which the Association is authorised to amalgamate.
- 4.22** To make donations for patriotic, charitable or community purposes.
- 4.23** To do all such other things as are incidental or conducive to the attainment of the Objects and the exercise of the powers of the Association.

## **5 MEMBERSHIP CLASSES**

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The membership of the Association shall consist of ordinary members and any other classes of membership as outlined in the By-Laws. The Committee shall, subject to these articles have the power to limit from time to time the number of members in each class of membership.

The Board of Directors may from time to time determine the requirements and fees for membership in each class of members and the procedures to be observed with respect to nomination and election to membership. However, such requirements will not be inconsistent with the provisions of this Constitution.

### **5.1 ORDINARY MEMBER / MULTIPLE YEAR ORDINARY MEMBER**

- 5.1.1 Any male or female who has attained 18 years of age and is eligible for membership of the Association under these Rules may be elected in accordance with the provisions herein contained as an Ordinary Member of the Association. As such, he or she shall be entitled to vote and subject to the provisions of these Rules, hold office or otherwise take part in the Management of the Association and shall be entitled to all privileges connected therewith.
- 5.1.2 Multiple Year Members will be those Ordinary Members who have exercised an offer from the club to pay multiple years subscriptions in advance as determined by the Membership By-Laws.
- 5.1.3 Sub-classes of Ordinary Membership, with definitions, may be outlined in the Association's By-Laws.

### **5.2 RESTRICTED**

- 5.2.1 Any male or female who has attained 18 years of age and is eligible for membership of the Association under these Rules may be elected in accordance with the provisions herein contained as a Restricted Member of the Association. As such, he or she shall not be entitled to vote nor hold office or otherwise take part in the Management of the Association.
- 5.2.2 Sub-classes of Restricted Membership, with definitions, may be outlined in the Association's By-Laws.

### **5.3 JUNIOR**

- 5.3.1 Any male or female who is below 18 years of age, and eligible for membership of the Association under these Rules, may be elected in accordance with the provisions herein contained as a Junior Member of the Association. As such, he or she shall not be entitled to vote nor hold office or otherwise take part in the Management of the Association.
- 5.3.2 sub-classes of Junior Membership, with definitions, may be outlined in the Association's By-Laws.

### **5.4 LIFE MEMBER**

- 5.4.1 A Life Member is a member who has rendered meritorious service to the Club and who may from time to time be elected as a Life Member of the Club.

- 5.4.2 A member proposed for Life membership shall be nominated and seconded in writing by members to the Board. Provided at least four members of the Board are present at a meeting of the Board which considers the nomination and at least two thirds of those Board members present and voting by secret ballot at the meeting support the nomination for Life membership, the nomination shall be referred to the next Annual General Meeting for approval by members entitled to vote. A member shall be elected to Life membership following a special resolution carried by a 75% majority of those Voting Members present and voting at the Annual General Meeting at which their nomination is voted upon.
- 5.4.3 A person elected as a Life Member shall be relieved from payment of any subscription or levies and shall have all the rights and privileges as an Ordinary Member
- 5.4.4 Not more than two members shall be made Life Members in any one financial year and there shall not be more than six Life Members at any one time.
- 5.4.5 Any Ordinary Member with a minimum of 15 years or more continuous membership may submit to the Board of Directors for consideration any one nomination per year for Life Membership.

## **6 MEMBERSHP**

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- 6.1 The Membership Application Form will contain those particulars which the Board may determine from time to time. The Membership Application Form will, as a minimum, include the full name, date of birth, address, telephone contact, electronic contact details and occupation of the candidate, the membership category to which the candidate has applied and a statement that the candidate, if admitted, will be bound by the Club's Constitution and By-Laws.
- 6.2 The Board of Directors shall have power to grant any member "Leave of Absence" for any period, which it considers in its discretion to be reasonable in the circumstances. The fees payable by a member on "Leave of Absence" shall be determined by the Board of Directors.
- 6.3 The Board of Directors may upon such terms and conditions as it deems proper, permit any member to alter membership from one of the classes to any other such classes.

## **7 MEMBERSHIP FEES**

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- 7.1 The membership fees for each class of membership, other than life membership, shall be decided by the Board of Directors.
- 7.2 The membership fees for each class of membership shall be payable at such time and in such manner as the Board of Directors shall from time to time determine.
- 7.3 The Board of Directors, at its discretion, may charge pro-rata subscription where a person is admitted to membership during the current golfing year.
- 7.4 The Board of Directors shall have the power to make special arrangements with any person for a leave of absence.

## **8 ADMISSION AND REJECTION OF MEMBERS**

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- 8.1** At the next meeting of the Board of Directors after the receipt of any application and the nomination fee applicable for any class of membership, such application shall be considered by the Board of Directors, who shall thereupon determine upon the admission or rejection of the applicant.
- 8.2** The Board of Directors must ensure that, as soon as possible after the person applies to become a member of the Association, and before the Board of Directors considers the person's application, the person is advised:
- 8.2.1 whether or not the Association has public liability insurance; and
  - 8.2.2 if the Association has public liability insurance, the amount of the insurance.
- 8.3** Any applicant who receives a majority of the votes of the members of the Board of Directors present at the meeting at which such application is being considered shall be accepted as a member to the class of membership applied for.
- 8.4** Upon the acceptance or rejection of an application for any class of membership a representative of the club shall forthwith give the applicant notice of such acceptance or rejection
- 8.5** Upon notice of acceptance of membership, the applicant shall be required to pay the prescribed fees within one (1) month of the date of notification.
- 8.6** Any applicant whose application for membership has been rejected has no right of appeal against their rejection under this clause.
- 8.7** Any applicant whose application for membership has been rejected shall have any nomination fee refunded by the Association.
- 8.8** Members shall communicate any change of address in written or electronic form to the Club.
- 8.9** All notices from the Club sent to the last recorded address of the member and shall be considered as duly delivered.
- 8.10** Existing members, other than life members, will be invited to renew their annual membership each year, in accordance with the timeframes and procedures set down by the Board of Directors from time to time.
- 8.11** A person applying for re-entry to membership who has submitted a formal resignation from membership, or otherwise forfeited their membership of the Association, may at the discretion of the Board of Directors be re-admitted without payment of further nomination fee or the fees applicable to the period of resignation.

## 9 RESIGNATION, DISCIPLINE, APPEALS AND GRIEVANCES

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### 9.1 RESIGNATION OF A MEMBER

- 9.1.1 A member may resign from the Association by giving a written notice of resignation to the secretary.
- 9.1.2 The resignation takes effect at:
- a. the time the notice is received by the secretary; or
  - b. if a later time is stated in the notice, the later time.

### 9.2 DISCIPLINE

- 9.2.1 The Board of Directors may take action to terminate or suspend a member's membership if it is determined that the member has:
- a. been convicted of an indictable offence; or
  - b. breached, failed, refused or neglected to comply with a provision of this constitution, the Association's By-Laws or any resolution or determination of the Board of Directors or any duly authorised subcommittee; or
  - c. acted in a manner injurious or prejudicial to the character and interests of the Association; or
  - d. brought themselves, the Association, any other member or the sport into disrepute.
- 9.2.2 If the Board of Directors decides to terminate or suspend a member's membership, the secretary must, within seven days after the decision, give the member written notice:
- a. setting out the decision of the Board of Directors and the grounds on which it is based;
  - b. stating that the member may address the Board of Directors at a meeting to be held not earlier than seven days and not later than 28 days after the service of the notice;
  - c. stating that the member may bring a support person to that meeting;
  - d. stating the date, place, and time of that meeting;
  - e. informing the member that the member may do either or both of the following:
    - i. attend and speak at that meeting;
    - ii. submit to the Board of Directors at or before the date of that meeting written representations relating to the decision.
  - f. setting out the member's appeal rights.
- 9.2.3 Before the Board of Directors terminates or suspends a member's membership, the Board of Directors must:
- a. give the member a full and fair opportunity to make verbal representations at a meeting as mentioned in clause 9.2.2.b;
  - b. give due consideration to any written representations submitted to the Board of Directors by the member at or before the meeting mentioned in clause 9.2.2.b.
- 9.2.4 If, after considering all representations made by the member, the Board of Directors decides by resolution to terminate or suspend the membership, the secretary must, within seven days of the meeting mentioned in clause 9.2.2.b, give the member a written notice of the decision.

- 9.2.5 Nothing in this constitution shall prevent the Board of Directors from immediately suspending a member's right to participate in Association's activities in circumstances considered by the Board of Directors to warrant such immediate action, pending the process outlined in clauses 9.2.1 - 9.2.4

### **9.3 APPEAL AGAINST TERMINATION OR SUSPENSION OF MEMBERSHIP**

- 9.3.1 A person whose membership has been terminated or suspended, may give the secretary written notice of their intention to appeal against the decision.
- 9.3.2 A notice of intention to appeal must be received by the secretary within seven days after the member receives written notice of the decision.
- 9.3.3 Within seven days of the secretary receiving a notice of intention to appeal, the management committee shall appoint an appeals panel comprising up to three people, other than management committee members, which may include a barrister or solicitor who would act as chairperson of the appeals panel.

### **9.4 APPEALS PANEL TO DECIDE APPEAL**

- 9.4.1 The appeals panel must hold the appeal meeting within 28 days after the secretary receives the notice of intention to appeal.
- 9.4.2 At the appeal meeting, the applicant or member must be given a full and fair opportunity to show why the application should not be rejected or the membership should not be terminated or suspended.
- 9.4.3 Also, the management committee must be given a full and fair opportunity to show why the application should be rejected or the membership should be terminated or suspended.
- 9.4.4 An appeal must be decided by a majority vote of the appeals panel.
- 9.4.5 Where a decision of the management committee to terminate or suspend a member's membership is set aside by the appeals panel, the membership shall be reinstated to the member's former level of membership without payment of any further fee.

### **9.5 GRIEVANCE PROCEDURES**

- 9.5.1 This grievance procedure applies to disputes between:
- a. a member and another member;
  - b. a member and the Board of Directors;
  - c. a member and the Association.
- 9.5.2 The parties to a dispute shall attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.
- 9.5.3 If the parties to a dispute are unable to resolve the dispute between themselves within 14 days, the parties shall within a further ten days:
- a. notify the Board of Directors of the dispute; and

- b. agree to or request the appointment of a mediator; and
  - c. attempt in good faith to settle the dispute by mediation.
- 9.5.4 The mediator may be:
- a. a person or external agency chosen by agreement between the parties; or
  - b. in the absence of agreement:
  - c. if the dispute is between a member and another member, a person appointed by the Board of Directors; or
  - d. if the dispute is between a member and the Board of Directors or the Association, a suitable external agency.
- 9.5.5 A mediator may be a member or former member of the Association but in any case, must not be a person who:
- a. has a personal interest in the dispute; or
  - b. is biased against, or in favour of, any party.
- 9.5.6 The mediator to the dispute, in conducting the mediation, must:
- a. give each party an opportunity to be heard on the matter; and
  - b. ensure that natural justice is afforded to the parties throughout the mediation process.
- 9.5.7 If the mediation process does not resolve the dispute, the Board of Directors may take whatever steps it considers appropriate in the best interests of the Association and the members concerned.
- 9.5.8 A member may appoint another person to act on their behalf during a grievance procedure, provided that no party is entitled to be represented by a legal practitioner at mediation.
- 9.5.9 This procedure does not apply to any appeal by a member against a decision made in accordance with the disciplinary procedure outlined in clause 9.2.
- 9.5.10 A member must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed.
- 9.5.11 If a member has initiated a grievance procedure in relation to a dispute between the member and the Board of Directors or the Association, the Association must not take disciplinary action against any of the following people in relation to the matter which is the subject of the grievance procedure until the grievance procedure has been completed:
- a. the member who initiated the grievance procedure; or
  - b. a member of the Association appointed to act on behalf of the member who initiated the grievance procedure under clause 9.5.8.
- 9.5.12 The Board of Directors may prescribe additional grievance procedures, which are consistent with this constitution, in the Association's By-Laws.

## 10 REGISTER OF MEMBERS

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- 10.1** The Club shall keep a Register of Ordinary members in which will be entered the full name, the occupation, address and contact details of all Ordinary members along with the date the member last paid the fee for membership of the Club.
- 10.2** A register of persons of or above the age of 18 years who enter the Club's premises as guests of members or visitors as per the requirements of current legislation.

## 11 THE BOARD OF DIRECTORS

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Any reference to the Board of Directors shall be acknowledged to refer to a Management Committee as defined under the Associations and Incorporations Act 1981 as amended.

- 11.1** The business and affairs of the Club and the custody and control of its funds and property is to be managed by a Board of Directors consisting of six persons. These being:
- Chairman
  - Match Director
  - Finance Director
  - Greens Director
  - House Director
  - Promotions and Publicity Director
- 11.2** The role of a member of the Board is to:
- 11.2.1 Discharge their duties in good faith and act honestly, in the best interests of the Club.
- 11.2.2 Act with required care and diligence demonstrating commercial reasonableness in their decisions.
- 11.2.3 Declare any conflicts of interest.
- 11.2.4 Act for the benefit of the Club at all times.
- 11.2.5 Not make improper use of information gained through their position as a member of the Board.
- 11.2.6 Not allow personal interests, or the interests of any close associate, to conflict with the interests of the Club.
- 11.2.7 Make reasonable enquiries to ensure that the Club is operating efficiently, effectively and legally towards achieving its goals.
- 11.2.8 Undertake diligent analysis of all proposals placed before the Board.
- 11.2.9 Ensure appropriate compliance frameworks and controls are in place.
- 11.2.10 Ensure the Club's business is conducted ethically and transparently and in the best interests of the Club.
- 11.2.11 Oversee strategic risk.
- 11.2.12 To pursue the objects of the Club.

- 11.2.13 To prevent insolvent trading
- 11.2.14 Each member of the Board of Directors can choose their own sub-committee.
- 11.2.15 The Chairman of the Board must have served a minimum of one (1) year on the Board of Directors.

## 12 ELECTION OF THE BOARD

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- 12.1 The Board shall be elected at an election held in accordance with these Rules by declaration of a poll held at the Annual General Meeting.
- 12.2 To ensure continuity within the Board, in the first year of the new election cycle, the Chairman and two (2) other directors will be elected for 2 years and the remaining three (3) directors for a period of one (1) year. Each year following, elections to the Board will be conducted for 2-year terms for 50% of its membership as per diagram.



- 12.3 The first election under this Constitution will be at the 2021 Annual General Meeting.
- 12.4 Within two calendar months of the close of the club’s financial year, the Secretary/Manager shall post notification to the Club Notice Board notifying members of the date of the Annual General Meeting and the closing time for nominations for candidates for election to the Board which shall be at 5.00pm on that day which is at least 28 clear days prior to the date of the Annual General Meeting.
- 12.5 Except as hereinafter provided, nominations for election to the Board shall be made in writing and signed by two financial Ordinary or Life Members of the Club and signed by the nominee and shall state the office for which the nominee is nominated and be delivered to the Secretary/Manager by the closing time for nominations, being at least 28 days prior to the date of the Annual General Meeting. The proposer, seconder and nominee shall be financial members of the Club at the time the nomination form is signed.

### 12.6 NOMINATIONS TO THE BOARD

- 12.6.1 Members eligible for election to the Board may only nominate for one office.
- 12.6.2 If the number of candidates duly nominated for any office does not exceed the number required to be elected, the candidate or candidates nominated shall be declared elected at the relevant Annual General Meeting.
- 12.6.3 If the number of candidates nominated exceeds the number required to be elected, a ballot shall be taken at the Annual General Meeting.

- 12.6.4 The Board may make By-Laws not inconsistent with these Rules to regulate the conduct of the nomination and election of candidates to the Board and for the conduct of balloting procedures.
- 12.6.5 If insufficient nominations be received for any offices, the candidate or candidates, if any, nominated shall be declared elected at the Annual General Meeting and nominations may, with the consent of the nominee, be made orally at the Meeting for the vacancies then remaining. If only one candidate is nominated for any such vacancy then that candidate shall be declared elected at that meeting. If more than one candidate is nominated for any such vacancy, an election by ballot for such vacancy remaining shall be conducted at the Meeting.
- 12.6.6 The Board shall elect one of the Directors to the position of Vice Chairman.

### **13 RESIGNATION, REMOVAL OR VACATION OF OFFICE OF BOARD MEMBER**

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- 13.1 A Board member may resign from the Board of Directors by giving written notice of resignation to the secretary.
- 13.2 The resignation takes effect at:
  - 13.2.1 the time the notice is received by the secretary; or
  - 13.2.2 if a later time is stated in the notice, the later time.
- 13.3 A Board member may be removed from office at a general meeting of the Association if a majority of the Voting Members present and voting at the meeting vote in favour of removing the member.
- 13.4 Before a vote is taken about removing the member from office, the member must be given a full and fair opportunity to show cause why they should not be removed from office.
- 13.5 A Board member shall vacate office if that person:
  - 13.5.1 dies; or
  - 13.5.2 becomes disqualified from being a Board member under the Act; or
  - 13.5.3 becomes of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
  - 13.5.4 is convicted of an indictable offence or is made bankrupt; or
  - 13.5.5 is absent from three consecutive Board meetings without approval of the Board; or
  - 13.5.6 becomes an employee of the Association; or
  - 13.5.7 does not agree to undergo a criminal history check or is disqualified as a result of such a check, if the Board requests the member to undergo a criminal history check.
- 13.6 A Board member has no right of appeal against their removal from office under this clause.

- 13.7 Any Board member who has their membership of the Association terminated or suspended may not return to the office vacated by them for the remainder of the term for that position.

## **14 VACANCIES ON THE BOARD OF DIRECTORS**

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- 14.1 The Board of Directors shall have power at any time to appoint any eligible member to fill any casual vacancy on the Board of Directors until the next Annual General Meeting.
- 14.2 The continuing members of the Board of Directors may act notwithstanding any casual vacancy in the Board of Directors, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum of the Board of Directors, the continuing member or members may act for the purpose of increasing the number of members of the Board of Directors to that number or of summoning a Special General Meeting of the Association, but for no other purpose. The necessary quorum for a Board of Directors is no less than four (4).
- 14.3 The office of any member of the said Committee shall be declared vacant by the said Committee if such member fails to attend three (3) consecutive meetings of the Committee without having obtained leave of absence or without a reason acceptable to the Board of Directors.

## **15 FUNCTIONS AND POWERS OF THE BOARD OF DIRECTORS**

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- 15.1 Except as otherwise provided by these Rules and subject to resolutions of the Members of the Association carried out at any Annual General Meeting or Special General Meeting, the Board of Directors:
- 15.2 Shall have the general control and management of the administration of the affairs, property and funds of the Association, and
- 15.3 Shall have authority to interpret the meaning of these Rules and any matter relating to the Association on which the Rules are silent.
- 15.4 The Board of Directors may exercise all the powers of the Association in relation to:
- 15.4.1 The borrowing or raising or securing the payment of money in such manner as they think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Associations property, both present and future, and to purchasing, redeeming or paying off any such securities; and
- 15.4.2 The investing in such manner as they may from time to time determine.
- 15.5 The Board of Directors will display in advance on the Club Notice Board the intention to expend Association funds over two hundred and fifty thousand dollars (\$250,000).

- 15.6** Each Director shall execute the duties and responsibilities of the role as detailed separately in the Club's By-Laws.

## **16 MEETINGS OF THE BOARD OF DIRECTORS**

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- 16.1** The Board of Directors shall meet at least once every Calendar Month to exercise its functions.
- 16.2** A Special meeting of the Board of Directors shall be convened by the Secretary/ Manager on the requisition in writing signed by not less than one-third of the members of the Board of Directors, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
- 16.3** At every meeting, four members must be present to constitute a quorum.
- 16.4** Subject as previously provided in this Rule, the Board of Directors may meet together and regulate its proceedings as it thinks fit: Provided that questions arising at any meeting of the Board of Directors shall be decided by a majority of votes and, in the case of equality of votes, (including the Chairman's casting vote) the question shall be deemed to be decided in the negative.
- 16.5** A member of the Board of Directors shall not vote in respect of any contract or proposed contract with the Association in which the member has a pecuniary interest, or any matter arising thereout, and if such member does so vote, the vote shall not be counted.
- 16.6** The Chairman shall preside as chairman at every meeting of the Board of Directors, or if there is no chairman, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the Vice Chairman shall be chairman or if the Vice Chairman is not present at the meeting then the members may choose one of their number to be chairman of the meeting.
- 16.7** If within half an hour of the time appointed for the commencement of a Board of Directors meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Board of Directors, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and such other place as the Board of Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.
- 16.8** All acts done by the meeting of the Board of Directors or of a Subcommittee or by any person acting as a member of the Board of Directors shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Board of Directors or person acting as foresaid or that the members of the Board of Directors or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board of Directors.
- 16.9** A resolution in writing signed by all the members of the Board of Directors for the time being entitled to receive notice of a meeting of the Board of Directors shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors duly convened and held. Any such resolution may consist of several

documents in the like form, each signed by one or more members of the Board of Directors.

- 16.10** The secretary must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each management committee meeting are entered in a minute book, which may be in electronic format.
- 16.11** To ensure the accuracy of the minutes, the minutes of each management committee meeting must be signed by the chairperson of the meeting, or the chairperson of the next management committee meeting, verifying their accuracy.
- 16.12** Minutes of management committee meetings are available for inspection only by the secretary, the management committee and any other person approved by the management committee.

## **17 SUBCOMMITTEES**

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- 17.1** The Board of Directors may delegate any of its powers to a subcommittee consisting of such members of the Association as the Board of Directors thinks fit. Any subcommittee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board of Directors.
- 17.2** Such Subcommittees will be of two (2) categories:
  - 17.2.1** Standing Subcommittees will last for the current golf year (subject to provisions of Club By-Laws for dissolution).
  - 17.2.2** Temporary Subcommittees will last until completion of the special duties for which they are formed (subject to provisions of Club By-Laws for dissolution).
- 17.3** The Duties and Reporting protocols of subcommittees to be outlined in the Club's By-Laws.
- 17.4** A subcommittee may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be chairman of the meeting.
- 17.5** A Subcommittee may meet and adjourn as it deems proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative.

## **18 SECRETARY/MANAGER**

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- 18.1** Subject to the direction and control of the Board of Directors it shall be the duty of the Secretary / Manager to:
- 18.2** Keep full, true and accurate accounts of all moneys received and expended on account of the Club;
- 18.3** Pay all receipts into the credit of the Club at the financial institution at which the Club transacts its business as soon as practicable after receiving same;

- 18.4 Make all disbursements of the funds of the Club by cheques to be drawn on the bank or electronic transfer from where the account of the Club is kept;
- 18.5 Take full and accurate minutes of all proceedings at Annual, Special and Committee Meetings, and to give all Notices of Meetings and all propositions to be brought before club committees.
- 18.6 To conduct the affairs of the Club under the direction of the Board of Directors and its subcommittees;
- 18.7 They shall also keep correct accounts and books showing the financial affairs of the Club and all particulars usually shown in books of account of a like nature;
- 18.8 To maintain the Register of Members.

## **19 ANNUAL AND SPECIAL GENERAL MEETINGS**

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- 19.1 The Annual General Meeting shall be held within six months of the close of the financial year.
- 19.2 The business to be transacted at every Annual General Meeting shall be:
  - 19.2.1 Confirmation of the Minutes of the previous Annual General Meeting;
  - 19.2.2 The receiving, consideration and adoption of the Annual Report of the Board of Directors;
  - 19.2.3 Statement of Accounts for the preceding year and the Auditor's Report thereon;
  - 19.2.4 The election of members of the Board of Directors;
  - 19.2.5 The appointment of an Auditor;
  - 19.2.6 presentation of the details of any Remuneration paid or other benefits given for the financial year to the following persons:
    - Board members and any of their Relatives;
    - Each Senior Employee of the Association and any of their Relatives.
  - 19.2.7 Such other business as may be brought before the meeting, with the required twenty-one (21) days' notice in writing.
  - 19.2.8 Any business approved by the meeting.
- 19.3 The Secretary/Manager shall convene a Special General Meeting within 28 days:
  - 19.3.1 when directed to do so by the Board of Directors; or
  - 19.3.2 when, on the petition in writing signed by not less than the number of members on the Board of Directors multiplied by ten (10), plus one (1) is received. Such petitions shall clearly state the reasons why such Special General Meeting is being convened and the nature of the business to be transacted thereat; or
  - 19.3.3 when a 'Notice of Motion' referred to in Rule 21.1.4 shall be lodged with the Secretary/Manager at least twenty-one (21) days before the date of any Annual General Meeting or Special General Meeting by 5.00 p.m. on the twenty-first day.

- 19.3.4 On being given notice in writing of an intention to appeal against the decision of the Board of Directors to reject an application for Membership or to suspend or terminate the Membership of any person.
- 19.4** At a General Meeting or Special General Meeting the number of members equal to double the number of the Association's the Board of Directors plus one form a quorum.
- 19.5** 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.
- 19.6** If within half an hour from the time appointed for the commencement of a General Meeting a quorum is not present, the meetings, if convened upon the requisition of members of the Board of Directors or the Association, shall lapse. In any other case it shall stand, adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board of Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- 19.7** The Chairman may, with the consent of any meeting at which a quorum is present (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. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 19.8** The Secretary/Manager shall convene all General Meetings of the Association by giving not less than 14 days' notice of any such meeting to the members of the Association.
- 19.9** The manner by which such notice shall be given shall be determined by the Board of Directors. The notice of a General Meeting shall clearly state the nature of the business to be discussed thereat.
- 19.10** The non-receipt of notice by or the accidental omission to give any such notice to any of the members of the Association shall not invalidate the proceedings at any such meeting.
- 19.11** Unless otherwise provided by these Rules, at every General Meeting:
- 19.11.1 The Chairman shall preside as chairman, or if there is no Chairman present within fifteen minutes after the time appointed for the holding of the meeting or the Chairman is unwilling to act, the Vice Chairman shall be the chairman or if the Vice Chairman is not present or is unwilling to act then the members present shall elect one of their number to be chairman of the meeting.
- 19.11.2 The Chairman shall maintain order and conduct the meeting in a proper and orderly manner.
- 19.11.3 Every question, matter or resolution shall be decided by a majority of votes of the members present.
- 19.11.4 Every member present shall be entitled to one vote and in the case of an equality of votes the chairman shall have a second or casting vote.

- 19.11.5 Voting shall be by show of hand or a division of Voting Members, unless not less than one- fifth of the Voting Members present demand a ballot, in which event there shall be a secret ballot in such manner as shall be determined and the result of the ballot as declared by the Chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded.
- 19.12 The secretary must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each general meeting are entered in a minute book, which may be in electronic format.
- 19.13 To ensure the accuracy of the minutes:
- 19.13.1 The minutes of each annual general meeting must be signed by the chairperson of the meeting, or the chairperson of the next meeting of the Association that is a general meeting or annual general meeting, verifying their accuracy; and
- 19.13.2 The minutes of each general meeting must be signed by the chairperson of the meeting, or the chairperson of the next general meeting, verifying their accuracy.
- 19.14 If asked by a member of the Association, the secretary must, within 28 days after the request is made:
- 19.14.1 make the minutes for a particular general meeting available for inspection by the member at a mutually agreed time and place; and
- 19.14.2 give the member a copy of the minutes of the meeting.
- 19.15 The Association may require the member to pay the reasonable costs of providing copies of the minutes.

## **20 BY-LAWS**

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- 20.1 The Board of Directors may from time to time make, amend or repeal By-Laws not inconsistent with these Rules, or with the provisions of the relevant Sections of applicable Acts for the internal management of the Association.
- 20.2 A By-Law may be set aside by a majority vote of Voting Members at a general meeting of the Association.

## **21 AMENDMENTS TO CONSTITUTION**

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- 21.1 Subject to the provisions of the Associations Incorporation Act 1981 and the Liquor Act 1992, these Rules may be amended, rescinded or added to from time to time by a special resolution carried at any Annual General Meeting or Special General Meeting.
- 21.2 However, an amendment, repeal or addition is valid only if it is registered by the chief executive of the relevant government department from time to time having responsibility for supervision of the provisions of the Act.

- 21.3** A notice of motion to amend, rescind or add to these Rules shall be in writing and proposed by a financial member of Club and seconded by a financial member of Club.
- 21.4** A Notice of Motion referred to in Rule 21.3 shall be lodged with the Secretary/Manager at least twenty-one (21) days before the date of any Annual General Meeting or Special General Meeting by 5.00 PM.

## **22 COMMON SEAL**

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- 22.1** The Board of Directors may provide for a Common Seal and for its safe custody. If the Association has a Common seal, the Common Seal shall only be used by the authority of the Board of Directors and every instrument to which the seal is affixed shall be signed by a member of the Board of Directors and shall be counter signed by the Secretary/Manager or by a second member of the Board of Directors or by some other person appointed by the Board of Directors for that purpose.

## **23 FUNDS AND ACCOUNTS**

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- 23.1** The funds of the Association shall be banked in the name of the Association in such financial institution as the Board of Directors may from time to time direct.
- 23.2** Proper books and accounts shall be kept and maintained either in written, printed or electronic form in the English language showing correctly the financial affairs of the Club and the particulars usually shown in books of a like nature.
- 23.3** All moneys shall be banked as soon as practicable after receipt thereof.
- 23.4** All amounts in excess of one hundred dollars (\$100), or in the case of a gaming payout in excess of the amount set out in the By-Laws, shall be paid either by cheque or electronic funds transfer and signed or authorised by any two of the Chairman, Secretary/Manager, Finance Director or other personnel authorised from time to time by the Board of Directors. Issued cheques shall be crossed "Not Negotiable" except those in payment of wages, allowances, petty cash recoupments and other cash floats which may be open.
- 23.5** The Board of Directors shall determine the amount of petty cash which shall be kept on the imprest system.
- 23.6** All expenditure shall be approved or ratified at a Board of Directors Meeting.
- 23.7** As soon as practicable after the end of each financial year, the Finance Director shall cause to be prepared a statement containing particulars of:
- 23.7.1** the income and expenditure for the financial year just ended; and
  - 23.7.2** the assets and liabilities and of all mortgages, charges and securities affecting the property of the Association at the close of that year.
- 23.8** All such statements shall be examined by the Auditor who shall present the report upon such audit to the Secretary/Manager prior to the holding of the Annual General Meeting next following the financial year in respect of which such audit was made.

- 23.9** The income and property of the Club however derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Club provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by the member to the Club or otherwise owing by the Club to the member or of remuneration to any officers or servants of the Club or to any member of the Club or other person in return for any services actually rendered to the Club provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper rent for premises demised or let to the Club.

## **24 DOCUMENTS**

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- 24.1** The Board of Directors shall provide for the safe custody of books, documents, files and instruments of title and securities of the Club.

## **25 PATRON**

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- 25.1** The members at any Annual General Meeting or Special Meeting may, upon the recommendation of the Board of Directors, appoint a Patron.

## **26 FINANCIAL YEAR**

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- 26.1** The financial year of the Association shall close on the thirtieth (30) day of September in each year.

## **27 PROHIBITIONS**

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- 27.1** The Association may hold a Golf Club License under the provision of the Liquor Act 1992 and all and any amendments thereunder.
- 27.2** Pursuant to the relevant section of the Liquor Act 1992 no liquor shall be sold or supplied to any person under eighteen (18) years of age.
- 27.3** Notwithstanding any other Rules there shall be no sales or purchase of any land without a resolution made at a Special or General Meeting called for this purpose.
- 27.4** The Association precludes the payment to an officer or employee of the Association of an amount by way of commission or allowance calculated by reference to the quantity of liquor sold or supplied by the Association or the receipts of the Association for such liquor.

## 28 DISTRIBUTION OF SURPLUS ASSETS

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- 28.1** If the Association shall be wound up in accordance with the provisions of the Association Incorporation Act 1981, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given and transferred to some other institution, or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Rule 23.9 or such institution or institutions to be determined by the members of the Association and meeting the requirements of the relevant section(s) of the Income Tax Assessment Act 1997. In furtherance of the objects of the Association to amalgamate with any one or more incorporated organisations having objects similar to those of the Association and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as that imposed upon this Association.