



# Constitution of McLeod Country Golf Club

Amendments as approved at General Meeting  
of 24 October 2023

**THE MCLEOD COUNTRY GOLF CLUB CONSTITUTION**  
(Made under the Commonwealth Corporations Act 2001)

The McLeod Country Golf Club was established 18<sup>th</sup> June 1968

**CONTENTS**

1	NAME OF CORPORATION .....	4
2	INTERPRETATION CLAUSE .....	4
3	OBJECTS AND PURPOSE .....	5
4	POWERS .....	6
5	NON PROFIT .....	6
6	CRITERIA FOR MEMBERSHIP OF THE CLUB .....	7
7	CATEGORIES OF MEMBERSHIP .....	7
8	DEFINITION OF CLASSES AND CATEGORIES OF MEMBERSHIP .....	8
9	MEMBERS SATURDAY PLAYING TIMES .....	11
10	FEES, CHARGES AND LEVIES .....	11
11	ADMISSION TO MEMBERSHIP .....	12
12	BINDING CONTRACT .....	13
13	LEAVE OF ABSENCE .....	13
14	RE-ENTRY OF MEMBERS .....	14
15	RESIGNATION AND TERMINATION OF MEMBERSHIP .....	14
16	DISCIPLINE .....	14
17	APPEAL AGAINST DISCIPLINE .....	15
18	REGISTER OF MEMBERS .....	16
19	CLUB MANAGEMENT AND BOARD OF DIRECTORS .....	17
20	ELECTION OF BOARD MEMBERS .....	18
21	FUNCTIONS OF THE BOARD .....	19
22	FUNDS AND ACCOUNTS .....	20
23	DELEGATION OF POWERS .....	20
24	MEETINGS OF THE BOARD .....	21
25	VALIDATION OF ACTS BY BOARD MEMBERS AND COMMITTEES .....	22
26	RESIGNATION OR REMOVAL FROM OFFICE OF BOARD MEMBER .....	22
27	CASUAL VACANCIES ON THE BOARD .....	23
28	LEAVE OF ABSENCE OF A BOARD MEMBER .....	23
29	STANDING COMMITTEES AND COMMITTEES .....	23
30	VOTING RIGHTS OF MEMBERSHIP AT GENERAL MEETINGS OF THE CLUB .....	24
31	PROXY VOTES .....	24
32	ANNUAL GENERAL MEETING OF THE CLUB .....	25
33	BUSINESS TO BE TRANSACTED AT ANNUAL GENERAL MEETING OF THE CLUB .....	25
34	GENERAL MEETINGS OF THE CLUB .....	26

Amendments as approved at General Meeting  
of 24 October 2023

35	QUORUM AT GENERAL MEETING OF THE CLUB.....	27
36	PROCEDURE AT GENERAL MEETING OF THE CLUB.....	28
37	BY-LAWS.....	29
38	ALTERATION OF CONSTITUTION .....	29
39	INDEMNITY OF OFFICERS.....	30
40	LIMITATION OF LIABILITY.....	30
41	DAMAGE TO PROPERTY.....	30
42	LIQUOR, GAMING AND VARIOUS LEGISLATION PERTAINING TO THE OPERATIONS OF THE CLUB .....	30
43	DOCUMENTS .....	30
44	FINANCIAL YEAR .....	31
45	COMPLAINTS .....	31
46	DISTRIBUTION OF SURPLUS ASSETS TO ANOTHER ENTITY.....	31
47	INSPECTION OF RECORDS .....	31
48	AUDITORS .....	31
49	AUDITOR’S RIGHT TO BE HEARD AT ANNUAL GENERAL MEETINGS OF THE CLUB .....	31
50	SOLICITORS.....	32
51	SOLICITOR’S RIGHT TO BE HEARD AT GENERAL MEETINGS OF THE CLUB.....	32
52	NOTICES .....	32
53	TRANSITIONAL PROVISIONS .....	32
54	INVESTMENT COMMITTEE .....	32
	SCHEDULE 1.....	36

## **The McLeod Country Golf Club CONSTITUTION**

### **1 NAME OF CORPORATION**

The name of the Company shall be The McLeod Country Golf Club (in this Constitution called "the Club"). The Club shall be a Not for Profit Association.

### **2 INTERPRETATION CLAUSE**

**2.1** In this Constitution, unless the context indicates to the contrary:

**2.1.1 Annual General Meeting or AGM**

means the Annual General Meeting of The McLeod Country Golf Club required to be held by the Club in each calendar year under Section 250N(2) of the Corporations Act.

**2.1.2 As far as reasonably practicable**

means reasonably capable of putting into practice having regard to attrition of membership.

**2.1.3 Board**

means the Board of Directors of the Club.

**2.1.4 Board Member**

means a Director of the Club.

**2.1.5 Board's Delegate**

means a person appointed from time to time by the Board as its Delegate to take charge of the Club's facilities and to perform other functions on the Board's behalf.

**2.1.6 By Laws**

means the By-Laws made by the Board under the authority of this Constitution.

**2.1.7 Class of membership**

means one of the following classes:  
Members, Junior Members and Corporate Members.

**2.1.8 Club**

means The McLeod Country Golf Club.

**2.1.9 Club Facilities**

means the golf course and surrounds, the clubhouse and all of the other facilities offered at its premises.

**2.1.10 Calendar Year**

means the period commencing the first day of January in one year and ending on the thirty first day of December that same year.

**2.1.11 Corporations Act**

means the Corporations Law as defined in the Commonwealth Corporations Act 2001 or any Act in substitution or amendment of that Act.

**2.1.12 Financial Member**

means any Member of any Class or category whose membership Fees are not more than one month in arrears.

**2.1.13 Financial Year**

means the period commencing the first day of October in one year and ending on thirtieth day of September in the following year.

**2.1.14 Guardian**

means the parent or guardian of a Junior Member.

**2.1.15 Partners**

means persons living together or usually living together and whether of a different sex or the same sex and are married or in a registered relationship or a de facto relationship.

**2.1.16 Register**

means the Register of Members required to be kept by the Corporations Law.

**2.1.17 Special Resolutions**

means a Resolution for which twenty one (21) days' notice at least of the proposed resolution has been given and adopted by at least a 75% majority vote of those members present or by proxy.

**2.1.18 Voting Member**

means a financial Member who by this Constitution is entitled to vote at an AGM or General Meeting of the Club.

**2.2** The following shall be used to assist in the interpretation of this Constitution:

**2.2.1** Number - the singular number includes the plural number and vice versa.

**2.2.2** Gender – the use of one gender includes the use of the other gender except where the Constitution or the context specifies otherwise.

**2.2.3** Headings – these are used for convenience only and are not to be used to assist in interpreting this Constitution.

**2.2.4** Inconsistencies – where there is inconsistency between the Constitution and the By-Laws, the Constitution will prevail to the extent of the inconsistency.

**3 OBJECTS AND PURPOSE**

**3.1** To continue to give effect to the purpose of establishing the Club to provide for better playing and administration opportunities for women in golf.

**3.2** To promote and maintain a golf club administered by women and men Members for the benefit of all Members.

**3.3** To promote, encourage and foster the game of golf among women, men and youth and to promote social life among Members of the Club.

**3.4** To provide for Members, Members' guests and bona fide visitors a golf course that is challenging and enjoyable and a clubhouse environment that is welcoming and friendly.

**3.5** To promote optimum utilisation of the golf course and clubhouse by Members, Members' guests and other bona fide visitors.

**3.6** To grow and strengthen the golfing and social membership of the Club, to ensure the future of the game of golf and the Club's long term viability.

**3.7** To develop alliances with organisations representing people with disabilities or other disadvantaged groups, for the purpose of promoting golf as a sport for everyone.

**3.8** To employ staff as required to meet the operating needs of the Club and to provide a supportive and safe working environment for the Club's employees.

**3.9** To become involved with or to form or amalgamate with, any other association which may be beneficial to the Club, or to join and become a member of any authority controlling golf.

**3.10** To purchase, hire or otherwise acquire for the purpose of the Club, any real or personal property, and in particular any lands, buildings, furniture, club and household effects and fittings, appliances and machinery and to sell, demise, let, hire, mortgage or dispose of the same.

**3.11** To permit the development and/or operation of a retirement village and associated facilities on land owned by the Club so that profits derived therefrom may be used to pursue the objects in clauses 3.1 to 3.7.

**3.12** The doing of all such other acts and things as are conducive or incidental to the above mentioned objects.

## **4 POWERS**

**4.1** The Club is prohibited from making distributions to Members and paying fees (or other remuneration) to the Directors.

**4.2** This clause does not preclude the reimbursement of expenses incurred by Directors in performing their duties, provided that the Board approves all such payments the Club makes to Directors.

**4.3** The Club has, in the exercise of its affairs, all the powers of an individual.

**4.4** The Club may, for example:-

**4.4.1** Enter into contracts;

**4.4.2** Acquire, hold, deal with and dispose of property except as set out in Clause 21.2.3;

**4.4.3** Make charges for services and facilities it supplies; and

**4.4.4** Do other things necessary or convenient to be done in carrying out its affairs.

**4.5** The Club may also issue secured and unsecured notes, debentures and debenture stock for the benefit of the Club.

## **5 NON PROFIT**

**5.1** The income and property of the Club, however derived, must be applied solely towards the promotion of the objects of the Club as a not for profit organisation and no part may be used, paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, by way of profit to any of the persons claiming through them. Nothing in this Constitution prevents the payment in good faith of remuneration to any employees of the Club, or to any other person, in return for any services actually rendered to the Club.

## **6 CRITERIA FOR MEMBERSHIP OF THE CLUB**

**6.1** All prospective Members and all Members of all categories of membership of the Club must meet, at the date of admission to membership, and continue to meet while they are members, the following criteria:

- 6.1.1** Be of good character and repute within the community;
- 6.1.2** Be likely to be compatible with other members of the Club; and
- 6.1.3** Except for Junior Members, be over the age of eighteen years.

## **7 CATEGORIES OF MEMBERSHIP**

**7.1** The Membership of the Club shall consist of the following categories of Members:-

- 7.1.1** Life Members
- 7.1.2** Perpetual Members
- 7.1.3** Ordinary Members
- 7.1.4** Senior Members
- 7.1.5** Provisional Ordinary Members
- 7.1.6** Junior Members
- 7.1.7** Daily Members
- 7.1.8** Country Members
- 7.1.9** Student Members
- 7.1.10** Gateway Members
- 7.1.11** Pay as you Go Members
- 7.1.12** Young Professional Members
- 7.1.13** Corporate Members
- 7.1.14** Limited Members
- 7.1.15** Intermediate Members
- 7.1.16** Beginner Members
- 7.1.17** Honorary Members
- 7.1.18** Temporary Members
- 7.1.19** McLeod Social Club Members
- 7.1.20** Deemed Members
- 7.1.21** Clubhouse Members

**7.2** The number of Members in all categories shall be as determined by the Board.

**7.3** The application for membership shall be in writing, signed by the applicant and shall be in such form as the Board prescribes from time to time.

## **8 DEFINITION OF CLASSES AND CATEGORIES OF MEMBERSHIP**

### **8.1 Life Membership:**

Life Membership is the highest honour that can be bestowed by the Club for longstanding and valued service to the Club. An Ordinary Member or Senior Ordinary Member of the Club may be nominated by the Board, or by a Voting Member of the Club, and elected as a Life Member at any AGM of the Club. A notice in writing of the nomination for Life Membership of a Member, together with supporting written reasons, shall be given to the Secretary of the Club at least 28 days prior to the AGM and distributed with the other material for the AGM to Voting Members.

A life Member shall not be liable for annual subscription fees.

A Life Member **can** vote at all Club meetings and hold office.

### **8.2 Perpetual Member:**

An Ordinary Member of at least ten (10) years standing may apply to the Board for admission as a Perpetual Member, and if admission is granted, must pay the prescribed fee. A Perpetual Member **can** vote at all Club meetings and hold office.

### **8.3 Ordinary Member:**

An Ordinary Member is a person who, on payment of the prescribed joining and subscription fee, is admitted to membership of the Club as an Ordinary Member. An Ordinary Member **can** vote at all Club meetings and hold office. The number of Female and Male Ordinary Members shall, as far as reasonably practicable, be equal.

### **8.4 Senior Ordinary Member:**

On attaining the age of 70 years, any Ordinary Member of the Club is entitled to become a Senior Ordinary Member from the start of the next financial year, provided that the Member has held continuous Ordinary Membership of the Club for at least fifteen years immediately prior to applying for Senior Membership, and was admitted as an Ordinary Member prior to 31 December 1998.

The membership subscription payable by Senior Members is 25% less than the fee payable by an Ordinary Member.

A Senior Ordinary Member **can** vote at all Club Meetings and hold office.

### **8.5 Provisional Ordinary Member:**

Provisional Ordinary Members are those persons who have applied for and are awaiting admission to Ordinary Membership in either the Ladies' or Men's category where no vacancy exists. A vacancy exists in the Ordinary Member category when there are fewer ladies or men in one category than the other. As vacancies occur in either the Ladies' or Men's Ordinary Membership category, Members in the relevant Provisional Ordinary Membership category will be transferred to membership as an Ordinary Member, in order of joining. A Provisional Ordinary Member **cannot** vote at Club Meetings or hold office.



### **8.6 Junior Member:**

Any person under the age of 18 years who, but for being under that age, would have been eligible for an alternative class of membership of the Club, is eligible for membership as a Junior Member.

Junior Members shall be allowed to play on the course and use the club facilities and participate in club competitions on such terms and conditions, and subject to such restrictions and the payment of such fees, as the Board of the Club may from time to time determine.

A Junior Member, on reaching the age of 18 years, may on application to and subject to the approval of the Board and availability of the class of membership, transfer to an alternative class of membership of the Club without further nomination or payment of any further fees for the remainder of that Financial Year. A Junior Member **cannot** vote at Club Meetings or hold office.

### **8.7 Daily Member:**

A Daily Member is entitled to play on the golf course on the number of days a week as specified in the By Laws, except on a Saturday, and may use the Club's other facilities at all times except when specifically prohibited by the Board. Daily Members **cannot** vote at Club Meetings or hold office.

### **8.8 Country Member:**

To be eligible for Country Membership an applicant must live and continue to live more than 100 kilometres from the Club, determined by the shortest trafficable route. Country Members may participate in club competitions excluding championship and honour board events. Country Members **cannot** vote at Club Meetings or hold office.

### **8.9 Student Member:**

A Student Member must be over 18 years of age but not older than 25 years of age **and** be undertaking full time educational studies at a tertiary institution approved by the Board for no longer than 6 years. Student Members can only remain in that membership class while both criteria are met. Student Members **cannot** vote at Club Meetings or hold office.

### **8.10 Gateway Member:**

Gateway membership is available to Beginner Members who have completed a maximum of six (6) months as a Beginner Member and social golfers who have not previously held an official Golf Australia handicap. A Gateway Member may retain that membership class for no more than one year. A Gateway Member **cannot** vote at Club Meetings or hold office.

### **8.11 Pay As You Go Member:**

A Pay As You Go Member is entitled to play ten (10) competition days per year, excluding Saturdays. The prescribed fee must be paid for each round of golf including social rounds. A Pay As You Go Member **cannot** vote at Club Meetings or hold office.

### **8.12 Young Professional Member:**

Young professional Members must be aged between 26 and 45 years, at the first day of October, and are limited to 25 competition games per year. Young professional Members are entitled to compete in honour board and championship events. Social play and supplementary rounds in a championship event do not count towards the 25 competition game limit. In the event of a Young Professional Member exceeding the 25 competition game limit, the Member's membership class will be upgraded to Provisional Ordinary Member status, unless a vacancy exists in the relevant Ordinary Member category when they will be upgraded to Ordinary Member, and the fee difference will be due and payable. Young Professional Members **cannot** vote at Club Meetings or hold office.

### **8.13 Corporate Member:**

There is only one class of Corporate Membership. Corporate Members must be and remain a duly constituted company or partnership and in a sound financial position. Corporate Membership entitles the Corporate Member to that number of persons determined by the Board, but not exceeding ten, and who are employed by the Corporate Member. Those employees are entitled to use the Club facilities as the By-Laws provide or as the Board determines. Corporate Members **cannot** vote at Club Meetings or hold office.

### **8.14 Limited Member:**

Limited Members are those Members who apply for, and are granted, Limited Member status for the purpose of preserving their membership of the Club. Limited Members are excluded from all competition play but may play socially upon payment of the prescribed fee. Limited Members **cannot** vote at Club Meetings or hold office.

### **8.15 Intermediate Members:**

Intermediate Members are those who are aged between 18 years and 25 years and who are not eligible for student membership. Intermediate Members **cannot** vote at Club Meetings or hold office.

### **8.16 Beginner Member:**

Beginner membership status is available for a maximum of six (6) months to persons with little or no prior golfing experience and who are currently taking golf lessons with the McLeod Golf Club Professional. Beginner Members **cannot** vote at Club Meetings or hold office.

### **8.17 Honorary Members:**

Honorary membership is a class of membership that is conferred by the Board on employees of the Club for so long as they remain in the Club's employ, and on persons who have performed a service to the Club that the Board determines should be recognised. Honorary Members pay no membership fees. Honorary Members may only play in competitions, with full playing rights, if all annual Affiliation fees and competition fees are paid. Honorary Members may play but are **not** eligible to win honour board events. Honorary members **cannot** vote at Club Meetings or hold office.

### **8.18 Temporary Members:**

Temporary Members are those who are granted short term membership of the Club of not more than one (1) year's duration. Temporary Members must pay a pro rata membership fee as determined by the Board. Temporary Members may play in Club competitions but not win honour board events. Temporary Members **cannot** vote at Club Meetings or hold office.

### **8.19 McLeod Social Club Member:**

Is a social golf membership that allows the Member to hold a GA handicap. Members may compete in Board invited competitions only. Social green fees will be at the rate prescribed by the Board. McLeod Social Club Members **cannot** vote at Club Meetings or hold office.

### **8.20 Deemed Members:**

Deemed Members are daily social golfers, corporate day golfers and social club golfers who have paid the prescribed green fees and who are thereby considered to be members of the Club for the day of play with limited playing rights and limited access to the Club's facilities. Deemed Members **cannot** vote at Club Meetings or hold office.

### **8.21 Clubhouse Member:**

Clubhouse Members are entitled to use the clubhouse facilities only and must pay the prescribed green fees to use the course. Clubhouse Members **cannot** vote at Club Meetings or hold office.

## **9 MEMBERS SATURDAY PLAYING TIMES**

**9.1** Saturday playing times will be shared equally between the Ladies' competition field and the Men's competition field. With the approval of the Board, the Ladies' Captain and the Men's Captain may adjust the times available for each competition field including providing for exclusive availability of times for special occasions.

## **10 FEES, CHARGES AND LEVIES**

**10.1** The following Fees, Charges and Levies may be fixed and applied at the discretion of the Board:

- 10.1.1** Subscription Fees
- 10.1.2** Perpetual Membership Fee
- 10.1.3** Green Fees
- 10.1.4** Competition Fees
- 10.1.5** Locker Fees
- 10.1.6** Affiliation Fees as determined by the relevant ruling golf bodies
- 10.1.7** Buggy Fees
- 10.1.8** Insurance Fees
- 10.1.9** Joining Fees
- 10.1.10** Levies
- 10.1.11** Club Cash

**10.2** The Board has the power to fix Subscription Fees for the different membership categories provided they do not exceed, for any category of membership, a 10% increase or Consumer Price Index increase, whichever is the higher, in the subscription fee over the previous year.

**10.3** The Board has the power to relieve the payment of fees or interest on arrears, in whole or in part, where extenuating circumstances are shown to the Board's satisfaction.

**10.4** All Subscription Fees, other fees and levies are due on the first day of the Club's Financial Year, but where a Member of any class or category joins after the commencement of the Financial Year, then the Subscription Fee only will reduce proportionally on a monthly basis for each month after the commencement of the Financial Year in which that person applies for membership. The Board may offer a system of payment by instalment of Subscription Fees, other fees and levies on terms that it considers appropriate. If required, the Board may apply an extraordinary levy at any time in the subscription cycle.

**10.5** Where a Member of any category changes to a different membership class or category, then credit may be given, at the Board's discretion, where the Subscription Fee is less for the membership category changed to, but a proportional increase will be payable where the new membership category carries a higher fee than the previous category.

**10.6** Subject to Clause 10, all fees and levies which are not paid when due will attract interest until paid at the rate set out in the By-Laws. This Clause will not affect Clause 10.3.

**10.7** The Secretary or the Board's Delegate shall, before the end of the Financial Year, give notice to all Members or the guardian, in the case of Junior Members, of the Subscription Fees, other fees and levies to be incurred in the following Financial Year.

**10.8** The joining fee (if any) and membership fee must be paid before an application for membership is considered by the Board.

**10.9** Any person in default of payment, including any instalment payment if so offered, who has not paid their subscription by the due date or instalment dates, whichever applies, for any reason whatsoever, shall not be eligible to compete in any competition of the Club and will be liable to pay social green fees to play on the course. The Board may take any steps it sees fit to resolve any outstanding payments. If payment is not received within one (1) month after the due date and no extenuating circumstances arise then, at the next Board Meeting, the Board shall declare that the Member is not financial and is no longer a Member of the Club. The Board, in its absolute discretion, shall have the power to reinstate such person on such terms as to payment of arrears as it thinks fit.

**10.10** The Board may approve a pro-rata payment of Subscription Fees, but not green fees or competition fees, in extenuating circumstances, such as leave of absence or illness provided the annual affiliation, zone and Golfink Fees are met in full during the Financial Year.

## **11 ADMISSION TO MEMBERSHIP**

**11.1** Every applicant for membership of the Club in any class of membership, other than Junior Membership, shall sign and deliver to the Board's delegate, an application in the prescribed form, accompanied by any applicable joining fee and membership fee unless the applicant is a former Member and is exempt from paying a joining fee under Clause 14. Applications for Junior Membership shall be made on the prescribed application form with the written consent of the guardian.

**11.2** All applications for membership where age restrictions apply shall be accompanied by documentation of proof of age.

**11.3** An applicant for Ordinary Membership may be admitted as an Ordinary Provisional Member in the Ladies' or Men's category until a vacancy exists in the applicable Ordinary Member category.

**11.4** All applications for membership shall be immediate upon the payment of any applicable joining fee and membership fee, but may be rescinded by a majority decision of the Board within 28 days of the application. The Board may at its discretion refuse to accept a person as a Member and shall not be required or compelled to provide any reason for such rejection, and its decision is final. The details of all applications and decisions shall be recorded by the Secretary in the minutes of the meeting. If rejected, all moneys paid will be refunded in full to the applicant.

**11.5** The Secretary or the Board's Delegate shall supply every applicant with an official receipt for the fees paid and every Member shall be deemed to have agreed to be bound by the Club's Constitution, in accordance with Clause 12.

**11.6** Notwithstanding anything to the contrary implied in this Constitution, a Member shall not be entitled to the refund of any money paid by way of joining fee, membership fee or subscription fee, except as provided in Clause 11.4.

## **12 BINDING CONTRACT**

**12.1** At the time of payment of the appropriate fee for a class of membership, a binding contract is entered into between the Club and the Member whereby the Member agrees to be bound by this Constitution and all lawful directions of the Board.

**12.2** All Members shall receive a copy of this Constitution and By-Laws if requested by the Member.

**12.3** In the case of a Junior Member, the guardian of that Member must sign a form of contract approved by the Board and become contractually bound to the Club.

**12.4** Membership is not transferrable to any other person.

**12.5** No Member whose membership ceases has any claim against the Club or the Board Members for damages or otherwise arising from cessation or termination of membership.

## **13 LEAVE OF ABSENCE**

**13.1** A Member may apply in writing to the Board for leave of absence from the Club for a minimum period of twelve months for medical reasons. The Board, at its discretion, and upon review of any supporting documentation supplied, may grant a leave of absence. No refunds of membership fees shall be given for leave of absence periods.

**13.2** In the event a Member is granted leave of absence for a period for which membership payment has been made, then at the completion of the leave of absence paid for, the Member will be credited for an equivalent amount of time so as to reduce future membership fees.

**13.3** In the event the leave of absence period extends over 1 October when membership becomes due, then at the completion of the leave of absence period, the Member will be required to pay membership fees for the balance of the Financial Year.

**13.4** For the purposes of the above clauses, the affiliation, levy and any club cash component of the membership fee is to be paid in full and the remainder pro rata.

**13.5** During the Member's leave of absence period, the Member shall not be entitled to any of the rights or privileges of the Club other than those afforded to Clubhouse Members.

## **14 RE-ENTRY OF MEMBERS**

**14.1** Any former Member who reapplies for membership of the Club and who has previously paid a joining fee, subscription fee and arrears of fees, if any, due at the time of their previous resignation, may in accordance with Clauses 10.8 and 11.1, be admitted to membership without payment of a further joining fee, provided such resignation had been approved by the Board at the time of the resignation and provided not more than five (5) years have elapsed since the time of resignation.

## **15 RESIGNATION AND TERMINATION OF MEMBERSHIP**

**15.1** A Member may resign from the Club at any time by giving notice in writing to The Secretary.

**15.2** Such resignation shall take effect at the time such notice is received by The Secretary, unless a later date is specified in the notice, when it shall take effect on that later date.

**15.3** Upon termination of membership of any class or category no refund is payable for any unexpired portion of any fee.

**15.4** Upon the termination of the membership of any class or category the contract between the Club and any Member, Corporate Member or guardian of a Junior Member terminates but does not affect any obligation incurred by either party prior to termination.

## **16 DISCIPLINE**

**16.1** If any Member of any class of membership:

- 16.1.1** Refuses or neglects to comply with this Constitution or lawful direction of the Board; or
- 16.1.2** Engages in conduct or behaves in a manner which in the Board's opinion is detrimental to or likely to be detrimental to the Club or its good standing within the community generally or the golfing community in particular; or
- 16.1.3** Acts in a way which may jeopardise any liquor, gaming or other licence issued to the Club; or
- 16.1.4** Behaves in an offensive, threatening or indiscreet manner;

then that Member breaches this Constitution.

**16.2** Where the Board proposes to deal with a member suspected of breaching this Constitution, then it must give that Member, or the guardian of any Junior Member written notice of:

- 16.2.1** That proposal; and
- 16.2.2** Details of the suspected breach; and
- 16.2.3** The time and date when the Member or Junior Member with his/her guardian has an opportunity in writing and/or by oral submission to reply to the Board in respect of the allegation. A recorded transcript of the oral submission shall be taken.

**16.3** After hearing the submission, or if no submission has been received by the date set, the Board must make a decision and notify that Member and the guardian of a Junior Member (if applicable) of that decision and give reasons for that decision.

**16.4** In making a decision, the Board may do any one or more of the following:

- 16.4.1** Warn;
- 16.4.2** Censure;
- 16.4.3** Suspend for such period as it thinks fit;
- 16.4.4** Expel; or
- 16.4.5** Take no action.
- 16.4.6** Terminate membership of the Corporate Member or the use by a person utilising that membership.
- 16.4.7** Find that no breach has occurred.

**16.5** A Member of the Board or the Board's Delegate has the power to remove any person or Member from the Club's premises whom they believe is behaving in breach of Clauses 16.1.3 or 16.1.4.

## **17 APPEAL AGAINST DISCIPLINE**

**17.1** A Member who has been disciplined under Clause 16.2, may within fourteen (14) days of receiving written notification thereof, lodge with the Secretary a written notice of their intention to appeal against the decision of the Board. Any appeal must set out fully the grounds of the appeal and be signed and dated by the appellant. The Secretary shall notify the Board and refer the matter to the Appeal Committee for determination.

**17.2** Upon receipt of the notice of intention to appeal against its decision, the Board shall make a written reply within fourteen (14) days and deliver it to the Secretary. The Secretary must give to the appellant and the Appeal Committee:

- 17.2.1** A copy of the reply upon its receipt; and
- 17.2.2** A copy of all submissions, relevant documents and findings.

**17.3** The Appeal Committee shall be comprised of five (5) Voting Members, none of whom shall be a member of the Board. All members of the Appeal Committee must be independent of any party before it or the matter which is the subject of the appeal in question. The Board shall appoint one of the committee members as chairperson. Members of the Appeal Committee will be appointed by the Board at the first Board meeting following the AGM. Appointments are for 12 months.

**17.4** The Appeal Committee shall convene a meeting within twenty-one (21) days after the receipt of the notification of an appeal and any related documents and proceed to determine the appeal. A quorum shall be three members of the committee. No proxies will be allowed at an Appeal Committee meeting.

**17.5** Notice of the meeting and the venue must be given by the chairperson to the appellant, the guardian in the case of a Junior Member, and to the Secretary.

**17.6** A right of appearance by the appellant in person, the guardian in the case of a Junior Member, a representative of a Corporate Member (if applicable) and by a representative of the Board at the meeting must be given by the Appeal Committee.

**17.7** The chairperson of the Appeal Committee will decide the method of conducting the appeal and the committee's decision will be final and binding on the parties. There will be no further right of appeal. The Appeal Committee hearing will be a fresh hearing of the complaint.

**17.8** At any such meeting of the Appeal Committee, the appellant shall be given the opportunity to fully present their case, and the Board shall likewise have the opportunity of presenting its case.

**17.9** The appeal shall be determined by a majority vote of the members of the Appeal Committee.

**17.10** Pending a final decision, the person concerned shall be entitled to exercise their rights under this Constitution.

**17.11** After the hearing, the Appeal Committee will make a decision and inform the parties by notice in writing. The Appeal Committee's decision may either affirm the Board's decision, set it aside, or may vary it in any way in which it decides. The Appeal Committee must give reasons for its decision.

**17.12** The Appeal Committee's decision will be final and binding on the parties. There will be no further right of appeal.

## **18 REGISTER OF MEMBERS**

**18.1** The Board shall keep a Register of all persons admitted to membership of the Club.

**18.2** In the register shall be entered the names and residential addresses of all persons admitted as a Member of the Club and the dates of admission.

**18.3** Particulars shall also be entered into the Register of deaths, resignations, terminations and reinstatement of membership and any further particulars as the Board may require from time to time.

**18.4** Details of the Club's Register may not be used for advertising, political, religious, charitable or commercial purposes.



## **19 CLUB MANAGEMENT AND BOARD OF DIRECTORS**

**19.1** The affairs of the Club and all of its powers and rights shall, except to the extent as provided by the Corporations Law, be managed and exercised by a Board of nine (9) Directors. Five (5) of the Directors will be women and four (4) of the Directors will be men.

**19.2** The Board will comprise of the President, the Vice President, Ladies' Captain, Men's Captain, the Treasurer, the Secretary, the Greens Director and two other Directors.

**19.3** The President, Vice President and one of the Captains will be women. The Men's Captain must be a man. There will be five (5) other Directors, two (2) of whom will be women and three (3) of whom will be men. The positions of Treasurer, Secretary and Greens Director will be drawn from the five (5) remaining Directors and may be held by either a woman or a man.

**19.4** Nominations and voting for the Board positions of President, Vice President, Ladies' Captain, Men's Captain and Treasurer will be for those specific positions.

**19.5** Nominations received for the remaining four (4) positions of Director will be elected from the highest number of votes received, depending upon the number of Directors required to fill the vacancy, for either a female or male Director. If the position of Treasurer is filled by a female then there will be one (1) other female Director. If the position of Treasurer is filled by a male, then there will be two (2) other male Directors and two (2) female Directors.

**19.6** The remaining positions of Secretary and Greens Director will be appointed within the Board.

**19.7** At the first Annual General Meeting, after the adoption of this Constitution, all of the Board positions will be declared vacant and nominations called to fill all positions.

**19.8** The term of office of all Directors will be two years save for the first term of office, after the adoption of this Constitution, when the term of office for the respective Board positions will be as follows:

**19.8.1** President – two (2) years;

**19.8.2** Vice President – two (2) years;

**19.8.3** Ladies Captain – two (2) years;

**19.8.4** Men's Captain – two (2) years;

**19.8.5** Treasurer – one (1) year;

**19.8.6** Four Directors – one (1).

**19.9** At the second Annual General Meeting after the adoption of this Constitution only the Board positions held for one year will be declared vacant and filled by the election of those directorships for a period of two (2) years.

**19.10** Notwithstanding Clauses 19.8 and 19.9 no Member shall serve on the Board for more than eight (8) consecutive years. Thereafter, the Board Member must retire and is ineligible for election or reappointment in any capacity as a member of the Board for not less than two (2) years following the expiration of their term of office. The President and both Captains may hold office in those respective positions for four (4) consecutive years after which they may hold office in another position for a further four (4) years. Time spent in a casual vacancy does not count when determining consecutive years served.

**19.11** Partners are not permitted to hold Board positions at the same time.

## **20 ELECTION OF BOARD MEMBERS**

**20.1** The election of Board Members shall take place in the following manner:

- 20.1.1** Only Voting Members who have been members of the club for at least twelve (12) months standing may stand for election to the respective positions of the Board as set out in Clause 19.3.
- 20.1.2** Nominations for vacating Board positions shall be called for a minimum of 35 days prior to the AGM using the prescribed form. Nominations must be received not less than 28 days prior to the AGM.
- 20.1.3** Any two Voting Members shall be at liberty to nominate any other Voting Member to serve as a member of the Board.
- 20.1.4** The nomination, which shall be in writing and signed by the nominated Voting Member and the Member's proposer and seconder, shall be lodged with the Secretary by the date specified by the Secretary.
- 20.1.5** A list of the candidates' names in alphabetical order, with the proposer's and the seconder's names, shall be posted in a conspicuous place in the Club twenty one (21) days prior to the AGM.
- 20.1.6** Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each Voting Member present or by proxy at the AGM shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
- 20.1.7** Should, at the commencement of such meeting, there be an insufficient number of candidates nominated, nominations from Voting Members may be taken from the floor of the meeting. If no nominations are received then the position up for election will be treated as a casual vacancy and dealt with in accordance with Clause 28.
- 20.1.8** If two or more nominees receive the same number of votes for the same position to be filled then the chairperson of the meeting is to draw the name of one of those nominees by lot. That nominee is elected as a Board Member.
- 20.1.9** At the end of the AGM of the Club, the Board Members due for retirement at the conclusion of their respective terms of office shall retire, but shall be eligible, subject to Clause 19.10, to be nominated for re-election.
- 20.1.10** A newly elected Board Member takes office at the end of the meeting at which they are elected.

## **21 FUNCTIONS OF THE BOARD**

**21.1** Except as otherwise provided by this Constitution and subject to resolutions of the Members of the Club carried at any General Meeting, the Board:

**21.1.1** Shall have the general control and management of the administration of the affairs, property and funds of the Club; and

**21.1.2** Shall have authority to interpret the meaning of this Constitution and any matter relating to the Club on which the Constitution is silent

**21.2** The Board may exercise all the powers of the Club:

**21.2.1** To borrow or raise or secure the payment of money in such manner as the members of the Board may think fit and secure the same for the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Club in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Club's property, both present and future, and to purchase, redeem or pay off any such securities.

**21.2.2** To borrow amounts from Members and to pay interest on the amounts borrowed, and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Club. To provide and pay off any such securities and to invest in such manner as the Members of the Club may from time to time determine.

**21.2.3** The Board must not without a Special Resolution lease, exchange, sell assign or dispose of any real property or of buildings. Exceptions are the granting of a licence and the rental of a portion of a building.

**21.3** For the purposes of Clause 21.2 the rate of interest must not be more than the rate for the time being charged for overdrawn accounts for money lent (whatever the term of the loan) by:

**21.3.1** The financial institution for the Club; or

**21.3.2** If there is more than 1 financial institution for the Club – the financial institution nominated by the Club.

**21.4** The Club is required to hold Public Liability Insurance.

**21.5** That the role and duties of each Board Member shall be as determined by the Board.

**21.6** The Board will ensure that committees are properly formed and provided with a clear charter under which to operate.

## **22 FUNDS AND ACCOUNTS**

**22.1** The funds of the Club must be kept in the name of the Club in a financial institution decided by the Board.

**22.2** Proper books of accounts and financial records shall be kept and maintained at the Club, either in written or printed or computerised form showing correctly the financial affairs of the Club and the particulars usually shown in books of accounts and financial records of a like nature. All books of accounts and financial records shall be kept in accordance with the requirements of the Corporations Law.

**22.3** All monies shall be deposited as soon as practicable after receipt thereof.

**22.4** All expenditures are to be authorised in accordance with protocols and delegations established by the Board and shall be paid by electronic funds transfer, cheque or other means approved by the Board.

**22.5** Cheques shall be crossed "not negotiable" except those for petty cash recoupment which may be open.

**22.6** The Board shall determine the amount of any petty cash kept.

**22.7** A statement of income and expenditure showing correctly the financial affairs of the Club shall be prepared for and considered by the Board monthly.

**22.8** As soon as practicable after the end of each Financial Year, the Treasurer shall cause to be prepared a statement containing the particulars of:-

- 22.8.1** The income and expenditure for the Financial Year just ended; and
- 22.8.2** The assets and liabilities and of all mortgages, charges and securities affecting the property of the Club at the close of that year.

**22.9** The statement as in clause 22.8 above must be audited and the auditor must present a report on it to the Secretary or Treasurer before the next AGM following the Financial Year for which the audit was made.

**22.10** The income and property of the Club must be used solely in promoting the Club's objects and exercising the Club's powers.

## **23 DELEGATION OF POWERS**

**23.1** Any delegation by the Board of their powers:

- 23.1.1** Must specify the powers delegated, any restrictions on, and conditions attaching to the exercise of those powers and the period during which that delegation is to be in force;
- 23.1.2** May be either general or limited in its terms;
- 23.1.3** Need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
- 23.1.4** May include the power to delegate.

**23.2** The Board may delegate any of their powers to Committees consisting of those persons they think fit (including Board Members, individuals and consultants), and may vary or revoke any delegation.

**23.3** A Committee must exercise the powers delegated to it according to the terms of the delegation provided for that committee and any directions of the Board.

**23.4** Powers delegated to and exercised by a Committee are taken to have been exercised by the Board.

## **24 MEETINGS OF THE BOARD**

**24.1** The Board must meet at least once every two (2) calendar months. The Board will decide how a meeting is to be called.

**24.2** Questions arising at any meeting of the Board shall be decided by a majority of votes.

**24.3** The chairperson shall have a deliberative vote and, in the case of equality of votes, a casting vote.

**24.4** A Board Member shall not vote in respect of any contract or proposed contract with the Club in which the Board Member is interested, or any matter arising there from, and if the member does so vote, the Board Member's vote shall not be counted.

**24.5** At every meeting of the Board, five (5) shall constitute a quorum.

**24.6** The continuing Board members may act despite a vacancy in their number.

**24.7** However, if the number of Board Members is reduced below the number required for a quorum, the remaining Board Members may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

**24.8** The Secretary shall be responsible for keeping permanent records of all Board meetings including full and accurate minutes of all questions, matters, Resolutions and other proceedings.

**24.9** Where the Secretary is not able to attend the Board meeting, then Board Members shall appoint one of their number to perform the role.

**24.10** The minutes of every Board meeting shall be signed by the Chairperson of that meeting or the chairperson of the next succeeding Board meeting verifying their accuracy.

**24.11** Board meetings may be held by means of a telecommunication service or other electronic means, so long as all Board Members in attendance can hear and participate in the meeting.

**24.12** A special meeting of the Board shall be convened by the Secretary on the request in writing signed by not less than one-third of the members of the Board, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.

**24.13** Not less than fourteen (14) days' notice shall be given by the Secretary to Board Members of any special meeting of the Board unless mutually agreed to by a simple majority of Board Members.

**24.14** The President shall have the power to convene a meeting of the Board whenever she considers it necessary. Such notice shall clearly state the nature of the business to be discussed thereat.

**24.15** The President shall preside as chairperson at every meeting of the Board; or

**24.15.1** If there is no President then the Vice President will preside;

**24.15.2** If at any meeting neither the President nor Vice President is present within fifteen (15) minutes after the time appointed for holding the meeting; or

**24.15.3** The Chairperson is unwilling to act, the Board Members may choose one of their number to be the Chairperson of the meeting.

**24.16** The Club Manager shall attend all Board Meetings, but not have voting rights.

## **25 VALIDATION OF ACTS BY BOARD MEMBERS AND COMMITTEES**

**25.1** All acts of the Board, any committee or by any office bearer shall be valid and binding even if it is established later that there has been a defect in the appointment of any office bearer or any Member of the Board or a Committee.

## **26 RESIGNATION OR REMOVAL FROM OFFICE OF BOARD MEMBER**

**26.1** Any Board Member may resign from membership of the Board at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time the notice is received by the Secretary, unless a later date is specified in the notice, when it shall take effect on that later date.

**26.2** Any Board Member may be removed from office at a General Meeting of the Club where that Board Member shall be given the opportunity to fully present their case. The question of removal shall be determined by the vote of the Voting Members present at such a general meeting.

**26.3** If a current Board Member does not attend three (3) consecutive Board meetings, in any part of the year of their service, without a valid reason (e.g. away on holiday or absence due to health reasons) their position on the Board will automatically become vacant. There is no right of appeal against a Board Member's removal from office under this clause.

**26.4** A Board Member will automatically cease to be a Board Member for any of the above reasons or if they become ineligible by virtue of the Corporations Law, ceases to be a Voting Member or becomes mentally incompetent.

## **27 CASUAL VACANCIES ON THE BOARD**

**27.1** The Board shall have the power at any time to appoint any eligible Voting Member of the Club, of more than twelve (12) month's Club membership, to fill any casual vacancy on the Board until the next AGM.

**27.2** If a person is appointed by the Board, the Club must confirm the appointment by resolution at the Club's next AGM. If the appointment is not confirmed, the person ceases to hold that position at the end of the AGM.

**27.3** If there are insufficient Board Members to constitute a quorum the remaining Members of the Board may continue to act for the purposes of:

**27.3.1** Calling a General Meeting of the Club; or

**27.3.2** Increasing the number of eligible Voting Members on the Board to enable a quorum to be formed.

## **28 LEAVE OF ABSENCE OF A BOARD MEMBER**

**28.1** A Board Member may, for any reason considered valid by the Board, obtain leave of absence from her duties as a Board member for such period or periods as the Board considers reasonable in the circumstances. During the leave of absence period, the Board Member's position may be filled temporarily by another eligible Voting Member of the Club appointed by the Board. Nominations need not be called in this circumstance.

## **29 STANDING COMMITTEES AND COMMITTEES**

**29.1** The following Standing Committees and their respective Chairperson will be appointed by the Board at its second meeting after each Annual General Meeting:-

**29.1.1** The Match Committees – Ladies' and Men's Captain

**29.1.2** The Finance Committee - Treasurer

**29.1.3** The Greens Committee – Greens Director

**29.1.4** The House Committee – Vice President.

**29.2** Each Standing Committee will have the number of Members determined by the Chairperson of each Committee. Committee Members must be Voting Members of the Club and appointed after nominations are called by the Board by posting a notice on the notice board at least seven (7) days prior to positions being filled. Each Standing Committee will continue until the next Annual General Meeting of the Club.

**29.3** The President and Vice President shall be ex officio members of every Standing Committee with the exception of the Appeals Committee. The chairperson of a committee may co-opt additional members to assist with the work of the committee and appoint sub-committees as necessary.

**29.4** All committees must report to the Board. The Board is not required to endorse the recommendations of any committee except the Appeals Committee.

**29.5** The Board may appoint a Senior Ladies Committee and a Veterans Committee for the purposes of organising golf competitions for their respective members.

**29.6** Unless otherwise determined by the Board, committee meetings are governed by the provisions of this Constitution dealing with Board meetings, as far as they are capable of application.

**29.7** The Board may appoint one or more Advisory Committees to:

**29.7.1** Assist in the Management of the Club; or

**29.7.2** Carry out such specific tasks as the Board may allot to it.

**29.8** Advisory Committee Members need not be Voting Members or Members of the Club and may be appointed for a limited time or until the Club's next Annual General Meeting.

### **30 VOTING RIGHTS OF MEMBERSHIP AT GENERAL MEETINGS OF THE CLUB**

**30.1** At all Annual or General Meetings of the Club, only Voting Members shall be entitled to vote. Voting Members are Members in the following Membership Categories: Life Members, Perpetual Members, Ordinary Members and Senior Members.

**30.2** Each Voting Member shall have one vote.

**30.3** A Voting Member shall not be entitled to vote at any General Meeting if the Member's annual subscription is in arrears at the date of the meeting.

### **31 PROXY VOTES**

**31.1** A Voting Member by themselves or their attorney is entitled to appoint one other Voting Member as their Proxy to attend General Meetings.

**31.2** The proxy shall have the same rights as the Voting Member represented.

**31.3** A person of unsound mind cannot appoint a proxy, but their attorney may do so if the attorney holds a valid Enduring Power of Attorney from that Voting Member. A copy of the Power of Attorney must be attached to the proxy instrument sent to the Club.

**31.4** A proxy is not entitled to vote if the Member who has appointed the proxy is present in person at the meeting.

**31.5** The appointment of a proxy may be revoked by the appointing Voting Member at any time by notice in writing to the Club.

**31.6** An appointment of a proxy must be in writing and be signed by the Voting Member appointing the proxy or by the duly authorised attorney of the Voting Member and state:

**31.6.1** The Voting Member's name, address and membership number;

**31.6.2** The Club's name;



- 31.6.3** The proxy's name or the name of the office held by the proxy; and
- 31.6.4** The date of the General Meeting at which the proxy may be used.

**31.7** The instrument appointing a proxy may direct the holder how to vote or may allow the holder to vote at their discretion. If the proxy contains a direction, the holder must vote as directed in the instrument. If an instrument does not contain a direction, the proxy is entitled to vote on the proposed Resolution(s) as the proxy considers appropriate.

**31.8** The instrument appointing a proxy is not valid unless it is received, together with any additional documentation required, by the Club at least 24 hours before the AGM, the General Meeting or, the resumption of an adjourned general meeting, at any of the following:

- 31.8.1** The registered office;
- 31.8.2** A facsimile number at the registered office; or
- 31.8.3** A place, facsimile number or electronic address specified for that purpose in the notice of the general meeting.

**31.9** An undated proxy is taken to be dated on the day that it is received by the Club.

**31.10** Where a proxy entitles a person to vote for a candidate then the proxy form must be posted in a sealed envelope and marked with the proxies name and membership number. The envelope is only to be opened at the time the election is conducted.

## **32 ANNUAL GENERAL MEETING OF THE CLUB**

**32.1** An AGM of the Club must be held within five (5) months after the end of the Club's Financial Year.

**32.2** A preliminary notice of the forth coming AGM must be issued to all Voting Members at least thirty five (35) days prior to the proposed date of the AGM inviting nominations for those Board positions scheduled to become vacant or otherwise becoming vacant.

**32.3** At least twenty-one (21) days written notice of the AGM must be given to all Voting Members. The notice of the AGM must contain at least the following information:

- 32.3.1** Time and venue of the meeting;
- 32.3.2** Reports of the President and Treasurer;
- 32.3.3** Names of candidates for election to the various Board positions and their profiles;
- 32.3.4** Details of any proposed Resolutions;
- 32.3.5** Proxy forms; and
- 32.3.6** Any other matters, statements and reports required by the Corporations Law.

## **33 BUSINESS TO BE TRANSACTED AT ANNUAL GENERAL MEETING OF THE CLUB**

**33.1** The following business must be transacted at every AGM of the Club:

- 33.1.1** The receiving of the President's report and the Treasurer's report indicating income and expenditure, assets and liabilities and of mortgages, charges and securities affecting the property of the Club for the last Financial Year.
- 33.1.2** The receiving of the auditor's report on the financial affairs of the Club for the last Financial Year.
- 33.1.3** The presenting of the audited statement to the meeting for adoption.
- 33.1.4** The appointment of an auditor.
- 33.1.5** The appointment of a solicitor.
- 33.1.6** The determination of any proposed Ordinary or Special Resolutions that have been received by the due date.
- 33.1.7** The receiving of questions on notice and any general business.
- 33.1.8** The attending to all other matters required or allowed by this Constitution.
- 33.1.9** The election of Board Members as required.

## **34 GENERAL MEETINGS OF THE CLUB**

**34.1** The Secretary shall convene a General Meeting of the Club by sending out a Notice of the Meeting within twenty one (21) days of:

- 34.1.1** Being directed to do so by the Board; or
- 34.1.2** Being given a requisition in writing signed by not less than four (4) of the Board Members, or not less than 5% of the number of Voting Members of the Club.

**34.2** Any Notice of a General Meeting shall clearly state the time and venue of the meeting as well as the reasons why such General Meeting is being convened and the nature of the business to be transacted.

**34.3** No business other than that stated in the Notice of Meeting may be transacted at a General Meeting.

**34.4** Where a General Meeting (including an AGM) is convened by the Board it may, if it thinks fit and the time for which has not expired, cancel the meeting or postpone the meeting to a date and time it determines. This clause does not apply to a General Meeting convened by:

- 34.4.1** Members according to the Corporations Act;
- 34.4.2** The Board at the request of Members; or
- 34.4.3** A court.

**34.5** Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to each Member entitled to attend the General Meeting. A notice postponing a General Meeting must specify:

- 34.5.1** The new date and time of the meeting; and
- 34.5.2** The place where the meeting is to be held.

**34.6** The number of clear days, from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting, must not be less than 21 days.

**34.7** Proxies held for a meeting that is postponed will have the new date substituted in the instrument, unless the appointing Member notifies the Club in writing to the contrary at least 24 hours before the time at which the postponed meeting is to be held.

**34.8** Non-receipt of a notice convening, cancelling or postponing a General Meeting, or the accidental omission to give a notice of that kind to a person entitled to receive it does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

## **35 QUORUM AT GENERAL MEETING OF THE CLUB**

**35.1** At any General Meeting of the Club, the number of members to constitute a quorum shall be 20% of Voting Members.

**35.2** An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

**35.3** At all General Meetings those Voting Members in attendance shall sign a book to be kept for that purpose by The Secretary.

**35.4** Quorum and time:

If, within 30 minutes from the time appointed for the commencement of a General Meeting, a quorum is not present, the meeting:

- 35.4.1** If convened upon the requisition of Board Members or Voting Members of the Club, shall lapse.
- 35.4.2** 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 may determine.
- 35.4.3** If, at the adjourned meeting, a quorum is not present within 30 minutes from the time appointed for the meeting, the Voting Members present shall be a quorum.

**35.5** The President shall chair all General Meetings. If she is not present within fifteen (15) minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as Chairperson (in order of entitlement):

- 35.5.1** The Vice President;
- 35.5.2** A Board Member chosen by a majority of the Board Members present;
- 35.5.3** The only Board Member present; or
- 35.5.4** Voting Members present at the General Meeting will elect, by secret ballot or show of hands, one of their number to be the chairperson.

## **36 PROCEDURE AT GENERAL MEETING OF THE CLUB**

### **36.1** Conduct of Meetings:

#### **36.1.1** The Chairperson:

- (a) Has charge of the general conduct of the meeting and of the procedures to be adopted;
- (b) May require the adoption of any procedure which in her or his opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
- (c) May, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever she or he considers it necessary or desirable for the proper conduct of the meeting.

**36.2** A decision by the Chairperson under Clause 36.1 is final.

**36.3** The Chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

**36.4** The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.

**36.5** Only unfinished business is to be transacted at a meeting resumed after an adjournment.

**36.6** It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.

**36.7** In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

**36.8** Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, which requires at least 75% of votes cast in person or by proxy at a meeting, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

**36.9** Every Voting Member present or by proxy shall be entitled to one vote and in the case of equality of votes, the chairperson shall have a second or casting vote.

**36.10** At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

**36.11** A declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, an entry to that effect in the minutes of the meeting of the Club, is conclusive evidence of the fact.

**36.12** Neither the Chairperson nor the Minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

**36.13** Voting shall be by show of hands or division of Voting Members, unless not less than 5% of the Voting Members present demand a ballot, or it is called by the Chairperson, in which event, there shall be a secret ballot.

**36.14** If a secret ballot is properly called, the Chairperson shall appoint any two financial Members to conduct the secret ballot in such manner as the Chairperson shall determine.

**36.15** A poll demanded on the election of a Chairperson or on a question of adjournment must be taken immediately.

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

**36.17** A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

**36.18** The Chairperson shall determine any objection to a voting qualification or any poll dispute.

**36.19** An objection to the right of a person to attend or vote at a General Meeting will be determined by the Chairperson whose decision is final.

**36.20** Any dispute about the admission or rejection of a vote will be determined by the Chairperson whose decision is final.

**36.21** The Secretary shall cause full and accurate minutes of all questions, matters, Resolutions and other proceedings of every General Meeting to be entered in a book to be open for inspection at all reasonable times by any Voting Member who previously applies to the Secretary for that inspection

**36.22** The Minutes of every General Meeting shall be signed by the Chairperson of that meeting.

## **37 BY-LAWS**

**37.1** The Board may, from time to time, make, amend or repeal By-Laws, not inconsistent with this Constitution, for the internal management of the Club. Any By-Law may be set aside by a General Meeting of Members. The Board is to establish a register of By-Laws and is to ensure that all matters required by this Constitution are so included.

## **38 ALTERATION OF CONSTITUTION**

**38.1** Subject to the provisions of the Corporations Law, this Constitution may be amended, rescinded, or added to from time to time by a Special Resolution carried at any General Meeting by a majority vote of at least 75% of Voting Members present or by proxy.

## **39 INDEMNITY OF OFFICERS**

**39.1** Every Board Member, employee, auditor or agent of the Club shall be indemnified out of the property of the Club against any allowable liability incurred in the capacity of Board Member, employee, auditor or agent of the Club.

**39.2** The indemnity mentioned in Clause 39.1 extends to defending any criminal or civil proceedings in which judgement is given in the defendant's favour or in which the defendant is acquitted, and any application in relation to any civil or criminal proceedings where the Court grants the defendant relief.

**39.3** The Club may pay a premium for a contract insuring a person who is, or was formerly a Board Member, employee, auditor or agent of the Club against any liability incurred by that person in the capacity of Board Member, employee, auditor or agent of the Club.

## **40 LIMITATION OF LIABILITY**

**40.1** Every Member of the Club undertakes to contribute to the assets of the Club in the event of the Club being wound up while a Member, or within one year of that membership ceasing, for the payment of debts and liabilities of the Club contracted before the cessation of that membership and of the costs, charges and expenses of the winding up. The liability of Members of the Club is limited to twenty dollars (\$20).

## **41 DAMAGE TO PROPERTY**

**41.1** Any person breaking, or otherwise damaging, any property of the Club may be requested to pay, to the Club, such sum as may be determined by the Board to be sufficient to pay for the damage caused.

## **42 LIQUOR, GAMING AND VARIOUS LEGISLATION PERTAINING TO THE OPERATIONS OF THE CLUB**

**42.1** The activities of the Club are covered under a number of Queensland and Federal legislative requirements. These include, but are not limited to, the sale and supply of liquor, the provision of gaming, child protection, employment legislation, workplace health and safety, environment protection legislation, non-smoking legislation, food preparation legislation.

**42.2** The Board will ensure that the Club adheres to all legislation so as to not place the Club, its Members or its employees in a position of liability under any legislation.

## **43 DOCUMENTS**

**43.1** The Board shall provide for the safe custody of books, documents, instruments of title and securities of the Club.

#### **44 FINANCIAL YEAR**

**44.1** The Financial Year of the Club shall close on 30 September in each year.

#### **45 COMPLAINTS**

**45.1** All complaints shall be made in writing to the Secretary who shall submit them to the Board for its consideration.

**45.2** The decision of the Board shall be final.

**45.3** In no instance shall an employee of the Club be reprimanded by a Club Member for any matter associated directly with the performance of the duty of that employee.

#### **46 DISTRIBUTION OF SURPLUS ASSETS TO ANOTHER ENTITY**

**46.1** This section applies if the Club is wound up and there are surplus assets after the settlement of all of the Club's debts.

**46.2** The surplus assets must not be distributed among the Members but must be given to another entity:

**46.2.1** That has objects similar to the Club's objects; and

**46.2.2** The rules of which prohibit the distribution of the entity's income and assets to its Members.

#### **47 INSPECTION OF RECORDS**

**47.1** A Member does not have the right to inspect any document of the Club (including registers kept by the Company) except as required by law or allowed by this Constitution.

#### **48 AUDITORS**

**48.1** Auditors shall be appointed and their duties regulated in accordance with the Corporations Act 2001 and their remuneration shall be agreed to by the Board.

#### **49 AUDITOR'S RIGHT TO BE HEARD AT ANNUAL GENERAL MEETINGS OF THE CLUB**

**49.1** The Club's auditor shall be given notice of all General Meetings of the Club at the same time as such notice is given to Members and is entitled to attend any General Meeting of the Club. The auditor is entitled to be heard at the meeting on any part of the business of the meeting that concerns the auditor in their capacity as auditor. The auditor may authorise a person in writing as their representative for the purpose of attending and speaking at the meeting.

## **50 SOLICITORS**

**50.1** The Board may appoint any person to be the Club's Solicitors to provide advice to the Club for the period and subject to the conditions it thinks fit.

## **51 SOLICITOR'S RIGHT TO BE HEARD AT GENERAL MEETINGS OF THE CLUB**

**51.1** The Club's solicitor shall be given notice of all General Meetings of the Club at the same time as such notice is given to members and is entitled to attend any General Meeting of the Club. The solicitor is entitled to be heard at the meeting on any part of the business of the meeting that concerns the solicitor in their capacity as solicitor. The solicitor may authorise a person in writing as their representative for the purpose of attending and speaking at the meeting.

## **52 NOTICES**

**52.1** A notice to a person by the Club, the Board or any committee or sub-committee is regarded as given and received if it is delivered personally or sent by fax or electronic message:

**52.1.1** By 5 pm (local time in the place of receipt) on a business day – on that day;

**52.1.2** After 5 pm (local time in the place of receipt) on a business day, or on a day that is not a business day – on the next business day.

**52.2** If it is sent by mail:

**52.2.1** Within Australia – on the fourth business day after posting; or

**52.2.2** To a place outside Australia – on the seventh business day after posting.

**52.3** A certificate in writing signed by a Board Member stating that a notice was sent is conclusive evidence of service.

## **53 TRANSITIONAL PROVISIONS**

**53.1** Notwithstanding anything else in this Constitution, save for the nomination and the election of Board Members outlined in Clauses 19 and 20, the provisions of this Constitution will not come into effect until the conclusion of the next Annual General Meeting of the Club following its approval. The Board of Directors of the Club immediately before the adoption of this Constitution will be the Board of Directors of the Club until the conclusion of the next Annual General Meeting.

## **54 INVESTMENT COMMITTEE**

**54.1** In this clause 54 the following terms have the corresponding meanings unless the



context requires otherwise:

**Appointed Members** means members of the Investment Committee to be appointed by the Board pursuant to clauses 54.4.3 and 54.4.4.

**CPI Adjustment** means the percentage increase or decrease in the Consumer Price Index (All Groups) for all Australian capitals published by the Australian Bureau of Statistics (or, if that index is discontinued, another index or method of measuring increases in the cost of living in Brisbane as reasonably determined by the Board), such percentage increase or decrease to be determined by reference to the index numbers last published or ascertained in respect of the relevant year.

**Establishment Date** means the date of the first Board meeting after the Club is bound to an unconditional agreement to proceed with the RV Project.

**Fund Managers** means professional fund managers or other professional financial advisors to be retained by the Club to recommend investments to, and/ or invest the Investments Funds on behalf of, the Club.

**Investment Committee** means the committee established in accordance with this clause 54.

**Investment Funds** means funds received by the Club (either directly or indirectly through a special purpose vehicle) from the RV Project including:

- (a) upfront payments and future lease premiums;
- (b) other funds that the Board may choose to invest from time to time; and
- (c) accretions to the Invested Funds accruing from the investment thereof,
- (d) but excluding:
- (e) expenditure from those funds approved by Voting Members at the general meeting of 24 October 2023;
- (f) funds otherwise appropriated from time to time in accordance with this clause 54;
- (g) commissions or payments received by the Club on the sale of units or other accommodations;
- (h) payments received by the Club (either directly or indirectly through a special purpose vehicle) for operational matters, such as course maintenance contributions.

**RV Project** means the project whereby the Club will permit the development and/ or operation of a retirement village and associated facilities on land owned by the Club or a special purpose vehicle established to own that land.

**Target Value** means an amount to be calculated by the Investment Committee at the end of each Financial Year, representing the Investment Funds as adjusted by CPI Adjustment, with and taking into account the amount and timing of cashflows to and from the Investment Funds since inception.

**54.2** From the Establishment Date the Club shall establish a committee called the "Investment Committee". The responsibilities of the Investment Committee shall be:

- 54.2.1** to make recommendations to the Board regarding appointment and retention of Fund Managers;

**54.2.2** to review the performance of the Fund Managers;

**54.2.3** to make recommendations to the Board regarding the establishment and implementation of investment strategies for the Investment Funds;

**54.2.4** to monitor the investment of the Investment Funds;

**54.2.5** to report to the Board regarding the matters in this clause 54.2.

**54.3** The Board may delegate powers or responsibilities to the Investment Committee from time to time at the Board's discretion, but otherwise is not required to endorse the recommendations of the Investment Committee.

**54.4** The Investment Committee shall comprise five (5) committee members as follows:

**54.4.1** The Treasurer;

**54.4.2** The General Manager of the Club;

**54.4.3** Two (2) persons being Life Members, Perpetual Members, Ordinary Members, or Senior Members of the Club with expertise or experience relevant to the functions of the Investment Committee, to be appointed by the Board; and

**54.4.4** One (1) person being a professional with expertise or experience relevant to the functions of the Investment Committee, who may or may not be a member of the Club, to be appointed by the Board.

**54.5** Appointed Members shall be appointed by the Board on the Establishment Date and serve one (1) year terms expiring at the end of the first Board meeting following the anniversary of the Establishment Date after their appointment. On expiry of their term, Appointed Members shall be eligible for reappointment provided however that no Appointed Member shall serve on the Investment Committee for more than eight (8) consecutive years, whereafter they shall be ineligible for reappointment for not less than two (2) years following the expiration of their term of office. Time spent in a casual vacancy does not count when determining consecutive years served.

**54.6** The Board will appoint persons to fill casual vacancies arising on the Investment Committee.

**54.7** The Board must not appropriate funds from the Investment Funds except:

**54.7.1** if at the end of any Financial Year the Investment Funds exceed the Target Value, in which case the Board may appropriate the excess towards such items as the Board determines; or

**54.7.2** to pay any tax liabilities in relation to the Investment Funds and earnings on the Investment Funds; or

**54.7.3** to pay expenses properly incurred in connection with the administration of the Investment Funds; or

**54.7.4** if a special purpose vehicle owns the land on which the RV Project is conducted – to pay expenses properly incurred in connection with the administration of that special purpose vehicle; or

**54.7.5** with the prior approval of an ordinary resolution of members at a General Meeting.

**SCHEDULE 1**

**LIFE MEMBERS (at date of Constitution)**

**Jan Edmunds**

**Claire Taylor**

**Robin Chesterman**

**Noel McCabe (dec)**