



CONSTITUTION OF  
WERRIBEE PARK GOLF CLUB LIMITED

Australian Company Number (ACN) 005 460 604  
Australian Business Number (ABN) 73 294 077 932

A not-for-profit public company limited by guarantee

ADOPTED 16 DECEMBER 2020

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| Date of adoption               | [16 December 2020] |
| Date of registration with ASIC | [DATE]             |

## 1. Introductory provisions

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### 1.1. Definitions

1.1.1. In this constitution:

- a. **act** means the *Corporations Act 2001(Cth)* 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 Club;
- b. **appointed director** means a director who is appointed to the board;
- c. **adoption date** means the date this constitution was adopted at a General Meeting
- d. **annual report** means the requirements under the Act and Australian Accounting Standards
- e. **ASIC** means the Australian Securities and Investments Commission;
- f. **board** means the directors for the time being constituted as provided for in the constitution;
- g. **bylaws** means the bylaws of the Club;
- h. **by lot** means making a determination or choice by lottery. For example, this might include conducting a draw at random;
- i. **casual vacancy**, on the board, means a vacancy that happens when a director resigns, dies or otherwise stops holding office;
- j. **club** means Werribee Park Golf Club Limited, a company limited by guarantee;
- k. **company secretary** is responsible for the efficient administration of the Board and the Club, particularly with regard to ensuring compliance with statutory and regulatory requirements.
- l. **constitution** means the Constitution of the Club as amended from time to time
- m. **elected director** means a director elected by the members at a general meeting;
- n. **entrance fee** means fee payable to become a member of the WPGC.
- o. **employee** means any person employed by the Club or operating under a contract of service
- p. **financial member** means a member, who has paid all money payable by them to the Club, by the due date for payment thereof
- q. **financial year** means the year commencing on 1 March, and ending on the last day of February
- r. **general meeting** means a meeting of the Club's eligible voting members and includes all general meetings (annual general meetings, general meetings, special general meetings and

extraordinary general meetings) called at the direction of the Board under clause 8.2.1.a and on the request of members under clause 8.2.1.b;

- s. **life membership** means the category of membership in Clause 3.1.1.c
- t. **majority** means more than half of all members present and voting at a Board meeting or a general meeting;
- u. **member** means a person who has been duly accepted as such by the Board in accordance with the constitution and who has paid any fees and levies due to the Club;
- v. **nomination fee** means a fee payable to the Club upon submission of an application for membership;
- w. **notice board** means the electronic notice board on the Club web site accessed through the member's portal
- x. **officer** means a director, company secretary, other officer or employee of the Club;
- y. **registered office** means the current registered office address of the Club
- z. **restricted membership** means the categories of members in clause 3.1.1.b
- aa. **signed** means agreed in writing;
- bb. **special resolution** means a resolution that is passed at a general meeting by the votes of at least 75% of the members who are present and voting;
- cc. **subscription fee** means a fee payable to the Club for the receipt of membership rights and privileges;
- dd. **surplus assets** means the assets and property after payment of the debts and liabilities remaining on a winding-up of the Club and the costs, charges and expenses of the winding-up;
- ee. **written / in writing** means, unless the contrary intention appears, all forms of visible words, including printed, hard copy or electronic formats.

1.1.2. Words importing the singular include the plural where context requires or permits.

## 1.2. Name

1.2.1. The name of the company is Werribee Park Golf Club Limited.

## 1.3. Type of company

1.3.1. The Club is a not-for-profit public company limited by guarantee.

## 1.4. Limited liability of members

- 1.4.1. The liability of members is limited to the amount of the guarantee in clause 1.5.

## **1.5. The guarantee**

- 1.5.1. Each member must contribute an amount not more than \$2.00 (the guarantee) to the property of the Club if the Club is wound up while the member is a member, or within 12 months after they have ceased to be a member, and this contribution is required to pay for the:
- a. debts and liabilities of the Club incurred before the member stopped being a member; or
  - b. costs of winding up.

## **1.6. Corporations Act**

- 1.6.1. In this constitution, unless the context requires otherwise, a word or expression has, in a provision of this constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.
- 1.6.2. The provisions of the Corporations Act that apply as replaceable rules are displaced by this constitution and accordingly do not apply to the Club.

## **1.7. Interpretation**

- 1.7.1. The Board has authority to interpret the meaning of this constitution and any matter relating to the Club on which the constitution is silent, but any interpretation must have regard to the Act.

## **2. Objects and powers**

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### **2.1. Objects**

- 2.1.1. The objects of the Club are to:
- a. foster, encourage, promote, support and manage the game of golf;
  - b. abide by the rules regulating the conduct of golf;
  - c. foster a safe, fair and inclusive environment and encourage a sense of community spirit and social interaction amongst members and visitors;
  - d. ensure that all members receive equal treatment and access;
  - e. establish and maintain facilities and amenities for the benefit, social comfort and advancement of golf, the club, its members and visitors;
  - f. affiliate with Golf Australia, Golf Victoria and such other bodies as the club deems fit;
  - g. adopt and abide by the provisions of the Golf Australia Member Protection Policy;

- h. ensure environmental considerations and the public interest are taken into account in all golf and related activities conducted by the club;
- i. do such things as are incidental or conducive to the attainment of any or all of these objects.

## 2.2. Powers

- 2.2.1. Solely for furthering the objects under clause 2.1, the Club, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Act.
- 2.2.2. The Club's constitution and any bylaws and other rules have effect as a contract between the Club and each member; and between the Club and each director and the company secretary; and between a member and each other member, under which each person agrees to observe and perform the constitution, bylaws and rules so far as they apply to that person.

## 3. Membership

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### 3.1. Classes of membership

- 3.1.1. The membership of the Club consists of the following classes:
  - a. **Ordinary Members:** [over 18 years, eligible for election to the Board, entitled to vote at a general meeting and have full playing rights except where noted at clause 3.2
    - i Full members
    - ii Full members – Pensioners: A person who is entitled to an Australian Pension Concession Card, or who has attained the age of 70 years of age.
    - iii Weekday members:
    - iv Weekday members – Pensioners: A person who is entitled to an Australian Pension Concession Card, or who has attained the age of 70 years of age.
    - v Perpetual members: This membership category is closed to new members. A perpetual member is a full member, who has paid a lump sum for lifetime membership of the Club. They are still required to pay affiliation fees.
  - b. **Restricted Members:** [over 18 years except where noted at clauses 3.1.1.b.iii and 3.1.1.b.iv. Restricted members are not eligible for election to the Board, not entitled to vote at general meetings and may not introduce guests or nominate a member]
    - i Honorary members: The Board may nominate a prominent citizen or dignitary as honorary member of the Club. The Board

will determine the length of the membership. Honorary members do not pay for the use of the facilities.

- ii Staff members: Paid full time employees of the Club may apply to be a member of the Club. No membership fees are paid by staff members, including affiliation fees. When employment ceases, they may be transferred to another class of membership at the Club, with the approval of the Board.
  - iii Junior members: A person who is under the age of 18 years.
  - iv Student members: A person over the age of 18 years, and under the age of 23 years, who is a full time student or apprentice.
- c. **Life Members:** A person elected as a Life member will be relieved from payment of any subscription or levies but shall have all the rights and privileges of ordinary members. Only one member shall be made a Life member in any three year period, commencing from the date of adoption of this constitution.
- 3.1.2. Members who have rendered outstanding service to the Club may be nominated by the Board for the category of Life member. The election of a Life member will be by a special resolution carried by a 75% majority of those present and voting at a general meeting
- 3.1.3. The Board may, at its absolute discretion, update and introduce new classes of membership
- 3.1.4. The Board may, in accordance with bylaws determined from time to time, on the written application of a member who has the qualifications for and wishes to become a member of a different class of membership, transfer that member from any class of membership to another class of membership. The Board may, at its absolute discretion, make an adjustment in the nomination fee and subscription fee paid or payable by that member so transferred for the remainder of the membership year in which the transfer takes place.

## 3.2. Membership rights

### 3.2.1. Ordinary Members and Life Members

- a. Unrestricted use of the member's lounge during open hours
- b. Unrestricted used of the golf course, except as follows:
  - i Weekday members are not permitted to enter the competition field of the day on weekends. Weekday members may use the course on Saturdays and Sundays as a green fee player.
  - ii During pennant competitions or at other times when the course is closed.
  - iii When the course is closed for corporate or social groups
  - iv When the course is closed for maintenance.

### 3.2.2. Members Property



The Club shall not be responsible for any loss or injury to the property of any member whilst on the club premises.

### 3.2.3. Leave of Absence

- a. The Board, at its absolute discretion, after consideration of the circumstances, may grant leave of absence to any ordinary member, due to an extended illness, interstate or overseas temporary relocation, or any other compassionate reason deemed sufficient by the Board.
  - i An application for leave of absence will be made in writing, and must specify a start and end date.
  - ii Approval will not be granted for absences in excess of 12 months.
  - iii In the case of a medical illness, the Board may request a certificate or letter from a medical practitioner.
  - iv Members who are taking holidays do not qualify for leave of absence.
  - v The member will be advised in writing or by electronic means, of the decision of the Board.
  - vi A member on leave of absence is not eligible to vote at general meetings of the Club
  - vii The portion of any membership fees paid in advance, will be credited to the member's account, and will be offset against the following year's fees.
  - viii Members returning from leave of absence, will be required to pay the current year affiliation fee and pro-rata subscriptions.

### 3.3. Subscription fees, nomination fees and levies

- 3.3.1. The subscription fees and nomination fees for full year membership shall be determined by the Board, and are due and payable when, and in the way the Board decides. Yearly subscriptions shall not be increased by the Board more than ten percent [10%] in any one financial year.
  - a. The subscriptions for other membership classes, shall be a percentage of the full year membership subscription:
    - i Full member-pensioner up to 90% of full membership
    - ii Weekday member up to 75% of full membership
    - iii Weekday member-pensioner up to 70% of full membership
    - iv Student member up to 50% of full membership
    - v Junior member up to 25% of full membership
- 3.3.2. The Board may at any time impose a levy of up to 10% of the full year ordinary membership subscription upon all or any members and upon such payment terms as the Board may think fit. A higher levy may only be imposed if approved by the membership at a general meeting.

- a. Members currently paying the maintenance levy will continue to do so until the levy is paid in full.
  - b. The Board has the authority to introduce an entrance fee for all new ordinary members, other than student and junior members.
- 3.3.3. A member will not cease to be a member as a result of non-payment of subscription fees, nomination fees, other fees or levies until such moneys are due and payable.
- 3.3.4. A member who fails to pay any subscription fee, nomination fee, other fee or levy payable by that member within one month after the due date must pay interest calculated based on the amount due, at a rate determined by the Board from time to time.
- 3.3.5. A member who has any subscription fee, nomination fee, other fee or levy in arrears for a period of two months may have their membership terminated or suspended.
- 3.3.6. A member who has their membership terminated or suspended under clause 3.3.5 continues to be liable to pay any unpaid subscription fee, nomination fee, other fee or levy.

#### **3.4. Application for membership**

- 3.4.1. An application for membership must be:
- a. in writing; and
  - b. in the form decided by the Board;
  - c. accompanied by any other documents or evidence of qualification for membership, which may be determined by the Board from time to time.

#### **3.5. Admission and rejection of new members**

- 3.5.1. The Board must consider an application for membership at the next Board meeting held after it receives:
- a. the application for membership; and
  - b. the appropriate nomination fee for the application where applicable.
- 3.5.2. The Board must decide at the meeting whether to accept or reject the application.
- 3.5.3. If a majority of the directors present at the meeting vote to accept the applicant as a member, the applicant must be accepted as a member in the class of membership applied for, subject to any waiting period.
- 3.5.4. The company secretary must, as soon as possible after the Board decides to accept or reject an application for membership, give the applicant notice of the decision in a manner determined by the Board.
- 3.5.5. If a person's application for membership is rejected, the company secretary must, as soon as possible, refund any nomination fee paid by the person.

- 3.5.6. The company secretary shall promptly forward to every admitted applicant an account for payment of subscription fees.
- 3.5.7. An applicant whose application for membership has been rejected has no right of appeal against their rejection under this clause.

### **3.6. Membership renewal and re-joining**

- 3.6.1. Members, other than life members, must re-apply for membership annually in accordance with the timeframes and procedures set down by the Board from time to time.
- 3.6.2. Members acknowledge and agree that membership renewal is not automatic. Clause 3.5 applies to membership renewal.
- 3.6.3. Upon renewal a member must provide details of any change in their personal details, and any other information reasonably required by the Club.
- 3.6.4. A member who has resigned from the Club or otherwise forfeited their membership and later desires to re-join may be subject to the same process of admission to membership as any new member who has not previously been a member of the Club. The Board has the right to determine what, if any, nomination fee is required of a member re-joining under this clause.

### **3.7. Registers of members, visitors and guests**

- 3.7.1. The Board must keep a register of members of the Club, which must include the following particulars for each member:
  - a. the full name of the member;
  - b. the residential or postal address of the member;
  - c. the email address of the member;
  - d. the date on which the member's name was entered into the register;
  - e. the name and details of each member who stopped being a member of the Club within the last seven years and the date on which the member stopped being a member (which may be kept separately from the rest of the register);
  - f. any other particulars that the Board may decide.
- 3.7.2. A member must advise the company secretary of any change to their residential or postal address.
- 3.7.3. A member must contact the company secretary to request an inspection of the register and a copy of the names on the register must be provided to the member within seven days of the request being made.
- 3.7.4. The Board shall keep a register of persons who are unaccompanied visitors and a register of persons of or above the age of 18 years who enter the Club's premises as guests of members.

### **3.8. Guests or visitors**

- 3.8.1. All members, other than members of less than 18 years of age, staff members & student members, may introduce guests or visitors to the facilities of the club.
- 3.8.2. A visitor wishing to play in a Club competition, will require the prior approval of the Club captain. Approval will be dependent on a vacancy in the field. Approval will not be granted, if that approval would result in a Club member not being able to play in that competition.
- 3.8.3. Any visitor or guest will pay the prescribed green fee, prior to commencement of play
- 3.8.4. A member will not introduce the same guest more than 6 times in a financial year.
- 3.8.5. The member will be responsible for the conduct of any guest or visitor that they may introduce to the Club.
- 3.8.6. Guests and visitors should not remain on the Club's premises after the member who introduced the guest or visitor has left the Club
- 3.8.7. The senior person on duty or Board member may refuse a guest admission to the Club's premises [or any part thereof] at any time without notice and without being required to give a reason.
- 3.8.8. The Board, at its discretion, may waive fees for officials from other clubs or affiliated bodies.

### **3.9. Use of information on register of members**

- 3.9.1. Subject to the Act, confidentiality considerations and privacy laws, the register of members may be used solely to further the objects of the Club, as the Board considers appropriate.

## **4. Resignation, discipline, appeals and grievances**

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### **4.1. Resignation of a member**

- 4.1.1. A member may resign from the Club by giving a written notice of resignation to the company secretary.
- 4.1.2. The resignation takes effect at:
  - a. the time the notice is received by the company secretary; or
  - b. if a later time is stated in the notice, the later time.
- 4.1.3. The Board, in its absolute discretion, may consider that there are circumstances warranting an ex-gratia payment of all or part of the unused membership fees, but not including levies or affiliation fees.

### **4.2. Disciplinary procedure**

- 4.2.1. The Board may take action to terminate or suspend a member's membership if it is determined that the member has:

- a. breached, failed, refused or neglected to comply with a provision of this constitution, the Club's bylaws or any resolution or determination of the Board or any duly authorised subcommittee;
  - b. refused to support the objects of the Club;
  - c. acted in a manner unbecoming of a member, or prejudicial to the character and interests of the Club; and/or
  - d. brought themselves, the Club, any other member or the sport into disrepute;
  - e. been convicted of an indictable offence;
  - f. has subscription fees in arrears for at least two months under clause 3.3.5.
- 4.2.2. If the Board decides to terminate or suspend a member's membership, the company secretary must, within seven days after the decision, give the member written notice:
- a. setting out the decision of the Board and the grounds on which it is based;
  - b. stating that the member may address the Board, or at least 3 directors on behalf of the board, 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 the date, place and time of that meeting;
  - d. 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, or at least 3 directors on behalf of the board, at or before the date of that meeting written representations relating to the decision.
  - e. setting out the member's appeal rights under clauses 4.3 and 4.4.
- 4.2.3. Before the Board terminates or suspends a member's membership, the Board must:
- a. give the member a full and fair opportunity to make verbal representations at a meeting as mentioned in clause 4.2.2.b;
  - b. give due consideration to any written representations submitted to the Board by the member at or before the meeting mentioned in clause 4.2.2.b
- 4.2.4. If, after considering all representations made by the member, the Board decides by resolution to terminate or suspend the membership, the company secretary must, within seven days of the meeting mentioned in clause 4.2.2.b, give the member a written notice of the decision.

### **4.3. Appeal against termination or suspension of membership**

- 4.3.1. A person whose membership has been terminated or suspended may give the company secretary written notice of their intention to appeal against the decision.
- 4.3.2. A notice of intention to appeal must be given to the company secretary within seven days after the person receives written notice of the decision.
- 4.3.3. Within seven days of the company secretary receiving a notice of intention to appeal, an appeals panel shall be constituted by up to three people, other than Board members, which should include a barrister or solicitor who will act as chairperson of the appeals panel.

#### **4.4. Appeals panel to decide appeal**

- 4.4.1. The appeals panel must hold the appeal meeting within 28 days after the company secretary receives the notice of intention to appeal.
- 4.4.2. At the meeting, the member must be given a full and fair opportunity to show why the membership should not be terminated or suspended. The member may invite a support person as an observer, and may call witnesses in their defence.
- 4.4.3. Also, the Board must be given a full and fair opportunity to show why the membership should be terminated or suspended.
- 4.4.4. An appeal must be decided by a majority vote of the members of the appeals panel.
- 4.4.5. Where a decision of the Board 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.

#### **4.5. Grievance procedure**

- 4.5.1. This grievance procedure applies to disputes between:
  - a. a member and another member;
  - b. a member and the Board;
  - c. a member and the Club.
- 4.5.2. This procedure does not apply to any appeal by a member against a decision made in accordance with the disciplinary procedure outlined in clause 4.2.
- 4.5.3. 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.
- 4.5.4. The parties to a dispute may attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.

- 4.5.5. If the parties to a dispute are unable to resolve the dispute between themselves within 14 days, the parties may within a further ten days:
- a. notify the Board 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.
- 4.5.6. The mediator may be:
- a. a person chosen by agreement between the parties; or
  - b. in the absence of agreement:
    - i. if the dispute is between a member and another member, a person appointed by the Board; or
    - ii. if the dispute is between a member and the Board or the Club, a suitable external agency.
- 4.5.7. A mediator appointed by the Board may be a member or former member of the Club 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.
- 4.5.8. The mediator to the dispute, in conducting the mediation, must:
- a. give each party every opportunity to be heard; and
  - b. allow due consideration by all parties of any written statement submitted by any party; and
  - c. ensure that natural justice is accorded to the parties throughout the mediation process.
- 4.5.9. The mediator must not determine the dispute.
- 4.5.10. If the mediation process does not resolve the dispute, the Board may take whatever steps it considers appropriate in the best interests of the Club and the members concerned.
- 4.5.11. Neither party is entitled to be represented by a legal practitioner at mediation.
- 4.5.12. The Board may prescribe additional grievance procedures, which are consistent with this constitution, in the Club's bylaws.

## **5. The board, subcommittees and delegation**

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### **5.1. Elected directors**

- 5.1.1. The Board comprises 6 elected directors, of whom one holds the position of president, one holds the position of treasurer and one holds the position of captain.
- 5.1.2. An elected director must exercise their powers and discharge their duties in good faith, in the best interests of the club for proper purpose and with

a degree of care and diligence that a reasonable person would exercise in the circumstances.

- 5.1.3. A person is not eligible to be elected as a director if they have served as the Club's general manager within the preceding three years.

## **5.2. Appointed directors**

- 5.2.1. The Board may comprise up to two appointed directors, who are appointed by the Board.
- 5.2.2. The Board shall consider, and may appoint, a nomination from the ladies committee to the Board.
- 5.2.3. An appointed director must exercise their powers and discharge their duties in good faith, in the best interests of the Club for proper purpose and with a degree of care and diligence that a reasonable person would exercise in the circumstances.
- 5.2.4. A person is not eligible to be appointed as a director if they have served as the Club's general manager within the preceding three years.

## **5.3. Terms of office**

- 5.3.1. The term of office for elected directors is 3 years.
- 5.3.2. Elected directors shall remain in office from the conclusion of the annual general meeting at which they were elected until the third annual general meeting following their election, but are eligible, on nomination, for re-election.
- 5.3.3. The Board shall have the power to determine the sequence of retirements for elected directors to ensure rotational terms, whereby approximately one third of the elected directors retire in each year.
- 5.3.4. The term of office for appointed directors is up to one year.
- 5.3.5. At each annual general meeting of the Club, appointed directors must retire from office, but are eligible for re-appointment following the annual general meeting.

## **5.4. Functions of Board**

- 5.4.1. The business of the Club is to be managed by or under the direction of the Board.
- 5.4.2. The Board must take all reasonable steps to ensure that the Club complies with its obligations under the Act and this constitution.
- 5.4.3. Subject to this constitution, the Board has the general control and management of the administration of the affairs, property and funds of the Club.
- 5.4.4. The directors may exercise all the powers of the Club except any powers that the Act or the Club's constitution requires the Club to exercise at a general meeting.
- 5.4.5. The Board has power to enforce the observance of all clauses in this constitution and any bylaws made by the Board.



## **5.5. Material personal interests**

- 5.5.1. A director shall in accordance with sections 191 or 192 of the Act disclose to the first meeting of the Board any material personal interest which that director has in a matter that relates to the affairs of the Club.
- 5.5.2. The disclosure must include details of the nature and extent of the director's material personal interest and the relation of that interest to the affairs of the Club.
- 5.5.3. Without limiting the application of section 191(2) of the Act, clause 5.5.2 does not apply to an interest:
  - a. which the director has as a member of the Club and which is held in common with the other members of the Club; or
  - b. which relates to a contract that insures, or would insure, the director against liabilities the director incurs as an officer of the Club (but only if the contract does not make the Club or a related body corporate the insurer).
- 5.5.4. A director who has a material personal interest in a matter that is considered at a meeting of the Board:
  - a. must not be present while the matter is being considered at the meeting; and
  - b. must not vote on the matter, and, if the director does vote, the director's vote must not be counted.
- 5.5.5. Clause 5.5.4 does not apply if:
  - a. the Board has passed a resolution that identifies the director, the nature and extent of the director's interest in the matter and its relation to the affairs of the Club, and states that those other directors voting for the resolution are satisfied that the interest should not disqualify the director from voting or being present; or
  - b. ASIC has declared or ordered in accordance with section 196 of the Act that the director may be present while the matter is being considered at the meeting, vote on the matter, or both be present and vote.
- 5.5.6. The Board shall maintain a register of declared interests.

## **5.6. Delegation**

- 5.6.1. The Board may delegate any of its powers and authorities, duties and functions to any person or to any subcommittee except:
  - a. the power to delegate; and
  - b. a function that is a duty imposed on the Board by the Act or by any other law.
- 5.6.2. Despite any delegation under this clause, the Board may continue to exercise all its functions, including any function that has been delegated

to a subcommittee and remains accountable for the exercise of those functions at all times.

- 5.6.3. Any resolution of the Board to delegate its powers, authorities, duties and functions should be recorded clearly and accurately in the minutes of the meeting during which the resolution was passed.

## **5.7. Appointment of subcommittees**

- 5.7.1. The Board may create and dissolve any subcommittee, considered appropriate by the Board to help with the conduct of the Club's operations.
- 5.7.2. Subcommittee shall have such powers and duties as the Board shall confer on them, or which the Board shall delegate to them.
- 5.7.3. A subcommittee may meet and adjourn as it considers appropriate, or as directed by the Board.
- 5.7.4. A member of a subcommittee who is not a director is not entitled to vote at a Board meeting.
- 5.7.5. The Board may empower any subcommittee of the Club to open and operate an account in the name of the subcommittee in a financial institution approved by the Board from time to time. However, the persons eligible to operate that account must be approved by the Board which from time to time may remove and replace those persons or any of them.
- 5.7.6. Subject to the Board's absolute control and supervision, each subcommittee of the Club may manage its own affairs but must make regular reports to the Board (or otherwise as the Board may require from time to time). Each subcommittee must promptly and regularly produce its minutes and records for inspection by or on behalf of the Board.
- 5.7.7. A subcommittee of the Club must in the exercise of those powers delegated to it, conform to any regulation or restriction that the Board may impose upon it from time to time. The president may by virtue of their office be an ex-officio member of any subcommittee.

## **5.8. Acts not affected by defects or disqualifications**

- 5.8.1. An act performed by the Board, a subcommittee or a person acting under the direction of the Board is taken to have been validly performed.
- 5.8.2. Clause 5.8.1 applies even if the act was performed when:
- a. there was a defect in the appointment of a director, subcommittee or person acting under the direction of the Board; or
  - b. there was an informality or irregularity in the appointment of a director, subcommittee or person acting under the direction of the Board; or

- c. there was an irregularity in the convening or conduct of any Board meeting or general meeting that was not discovered until after the conclusion of that meeting; or
- d. a director, subcommittee member or person acting under the direction of the Board was disqualified from being a member.

## **6. Election, appointment and vacancies on the Board**

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### **6.1. Electing directors**

6.1.1. The President and the Captain shall be directly elected by the members.

6.1.2. An elected director may only be elected as follows:

- a. the company secretary calls for nominations for elected director positions at least 42 days before the annual general meeting;
- b. any two members of the Club, who are eligible to vote at general meetings, may nominate an eligible member (the candidate) to serve as an elected director;
- c. members may nominate for more than one vacancy
- d. nominations must be:
  - i in writing; and
  - ii signed by the candidate and the members who nominated them; and
  - iii received by the company secretary at least 28 days before the annual general meeting.
- e. balloting lists must be prepared, containing the names of the candidates in order determined by lot, and made available to members of the Club at least 21 days before the annual general meeting;
- f. each member, who is eligible to vote at general meetings, may vote for their preferred candidate for each vacant elected director position;
- g. votes must be received by the company secretary by any method indicated on the ballot paper, by the due date;
- h. elections shall be conducted by secret ballot;
- i. any equality in voting is resolved as follows:
  - i if there are two or more candidates for a vacant elected director position and two or more candidates receive an equal number of votes, the successful candidate is determined by lot.
- j. if there is only one candidate for a vacant elected director position, the candidate is declared elected;

- k. if there are no candidates nominated for a vacant elected director position, a casual vacancy is deemed to have occurred in that position;
  - l. the results of Board elections are announced at the commencement of the annual general meeting, with the members elected taking office upon conclusion of the annual general meeting.
- 6.1.3. A person may be a candidate only if the person:
- a. is at least 18 years of age; and
  - b. is eligible to be elected as a director under the Act; and
  - c. has not served as the Club's general manager within the preceding three years.

## **6.2. Resignation, removal or vacation of office of a director**

- 6.2.1. A director may resign from the Board by giving written notice of resignation to the company secretary.
- 6.2.2. The resignation takes effect at:
- a. the time the notice is received by the company secretary; or
  - b. if a later time is stated in the notice, the later time.
- 6.2.3. An elected director may be removed from office at a general meeting of the Club if a majority of the members present and voting at the meeting vote in favour of removing the director.
- 6.2.4. At a general meeting, before a vote is taken about removing an elected director from office, the elected director must be given a full and fair opportunity to show cause why they should not be removed from office.
- 6.2.5. An appointed director may be removed from office if a majority of the directors present at a Board meeting vote in favour of removing the director.
- 6.2.6. The office of a director may be vacated, and a casual vacancy thereby created, if that person:
- a. dies; or
  - b. becomes disqualified from managing any company under the provisions of the Act; or
  - c. fails to disclose in accordance with the Act the nature of any material personal interest in a matter that relates to the affairs of the Club; or
  - d. 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
  - e. is absent from three consecutive Board meetings without leave of the Board; or

- f. becomes prohibited from being a director by reason of any order made under the Act; or
  - g. becomes an employee of the Club; or
  - h. ceases to hold a qualification by which that person was appointed to or elected to office; or
  - i. is convicted of an indictable offence or is made bankrupt; or
  - j. ceases to be a financial member; or
  - k. does not agree to undergo a criminal history check or is disqualified as a result of such a check; or
  - l. does not otherwise comply with the requirements of this constitution.
- 6.2.7. A director has no right of appeal against the director's removal from office under this clause.

### **6.3. Vacancies on Board**

- 6.3.1. If a casual vacancy occurs in an elected director position, the continuing directors may appoint another eligible member of the Club to fill the vacancy for the remainder of the term for that position.
- 6.3.2. If a casual vacancy occurs in an appointed director position, the continuing directors may appoint another person to fill the vacancy until the next annual general meeting.
- 6.3.3. The continuing directors may act despite a casual vacancy on the Board, provided that if the number of directors is less than the number fixed as a quorum of the Board, the continuing directors may act only to:
  - a. increase the number of directors to the number required for a quorum; or
  - b. call a general meeting of the Club.

## **7. Meetings of the Board**

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### **7.1. Board meetings**

- 7.1.1. The Board may meet for the transaction of business, call, adjourn and otherwise regulate its meetings as it thinks fit, provided that the Board will meet at least six times each calendar year.
- 7.1.2. A director may call a Board meeting by giving reasonable notice to all other directors.
- 7.1.3. Notice of a meeting is to be given in the way decided by the Board.
- 7.1.4. The Board may hold meetings or permit a director to take part in its meetings by using any technology that reasonably allows the director to hear and take part in discussions as they happen.
- 7.1.5. A director who participates in the meeting as mentioned in clause 7.1.4 is taken to be present at the meeting.
- 7.1.6. A question arising at a Board meeting is to be decided by a majority vote of the directors voting on the resolution and, if the votes are equal, the question is resolved so as to maintain the status quo.
- 7.1.7. The president is to preside as chairperson at a Board meeting and if there is no president or if the president is not present within 30 minutes after the time fixed for a Board meeting, the directors present may choose one of their number to preside as chairperson at the meeting.

### **7.2. Minutes of Board meetings**

- 7.2.1. The Board must ensure a record of all directors present and full and accurate minutes of all questions, matters, resolutions and other proceedings of each Board meeting are entered in a minute book, which may be in electronic format.
- 7.2.2. To ensure the accuracy of the minutes, the minutes of each Board meeting must be signed by the chairperson of the meeting, or the chairperson of the next Board meeting, verifying their accuracy.

### **7.3. Quorum for, and adjournment of, Board meeting**

- 7.3.1. At a Board meeting, more than 50% of the directors currently elected or appointed to the Board form a quorum.
- 7.3.2. If there is no quorum within 30 minutes after the time fixed for a Board meeting:
  - a. the meeting is to be adjourned for at least one day; and
  - b. the directors who are present are to decide the day, time and place of the adjourned meeting.

### **7.4. Resolutions of Board without meeting**

- 7.4.1. The Board may pass a resolution without a meeting of the Board being held if a majority of the directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution

set out in the document. The resolution will be as valid and effectual as if it had been passed at a meeting of the Board duly called and held.

- 7.4.2. Such a resolution may be validly transmitted and agreed in writing electronically.
- 7.4.3. A resolution mentioned in clause 7.4.1 may consist of several documents in like form, each agreed in writing by one or more directors.

## **8. Meetings of members**

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### **8.1. Annual general meetings**

- 8.1.1. The Club's annual general meeting must be held:
  - a. at least once each calendar year; and
  - b. within five months after the end date of the Club's reportable financial year.
- 8.1.2. The following business must be conducted at each annual general meeting of the Club:
  - a. receiving and adopting the Club's financial statement and audit report for the last reportable financial year;
  - b. electing directors;
  - c. any other business, as determined by the Board
  - d. Presentation of the annual report, which includes:
    - i President's report
    - ii Finance director's report
    - iii Audited financial statement
    - iv Club captain's report
    - v Course director's report
    - vi Ladies committee reportAcknowledgement of sponsors
- 8.1.3. Any member who proposes that a resolution be put to the annual general meeting, must submit the proposed resolution in writing to the company secretary, at least 21 days prior to the date of the annual general meeting. Any resolution must be signed by the proposer and the seconder, who are current members entitled to vote at the AGM.

### **8.2. General meetings**

- 8.2.1. The company secretary must call a general meeting by giving each member of the Club notice of the meeting within 21 days after:
  - a. being directed to call the meeting by the Board; or

- b. being given a written request signed by not less than 15% of the total number of members of the Club who are entitled to vote at general meetings when the request is signed.
- 8.2.2. A request mentioned in clause 8.2.1 must state any proposed resolution to be considered at the general meeting.
  - 8.2.3. Separate copies of a document setting out the request may be used for signing by members if the wording of the request is identical in each copy.
  - 8.2.4. A general meeting must be held within two months after the company secretary is given the written request mentioned in clause 8.2.1.
  - 8.2.5. If the company secretary is unable or unwilling to call the general meeting, a director must call the meeting.
  - 8.2.6. If the company secretary or a director does not within 21 days from the date of receipt of the request mentioned in clause 8.2.1.b duly proceed to call the meeting to be held not later than two months after the receipt, members with more than 50% of the votes of all the members who made the initial request may themselves call and arrange to hold the meeting.
  - 8.2.7. Any meeting called by the members must be called in the same manner as that in which meetings are called by the Board, and must be held not later than three months from the date of receipt of the request mentioned in clause 8.2.1.b.

### **8.3. Notice of general meetings**

- 8.3.1. The company secretary must give at least 21 days notice of any general meeting to each member of the Club.
- 8.3.2. The Club must give written notice of a general meeting to a member:
  - a. by displaying it on the Club notice board and the Club's website or other form of electronic notification system; or
  - b. by sending it by post to the address for the member in the register of members or an alternative address nominated by the member; or
  - c. by sending it to an electronic mail address nominated by the member; or
  - d. by sending it to the member by other electronic means nominated by the member; or
  - e. personally.
- 8.3.3. A notice of a general meeting must state the business to be conducted at the meeting and must specify the date, time and place for the meeting.
- 8.3.4. A general meeting will not be invalidated by reason only of the accidental omission to give notice of the meeting to or the non-receipt of the notice of the meeting by any member, unless the Court, on the application of



the member concerned or any other person entitled to attend the meeting or ASIC, declares proceedings at the meeting invalid.

#### **8.4. Quorum for, and adjournment of, general meetings**

- 8.4.1. The quorum for an annual general meeting and for a general meeting called at the direction of the Board under clause 8.2.1.a is at least 5% of the Club's members who are entitled to vote at general meetings.
- 8.4.2. The quorum for a general meeting called on the request of members under clause 8.2.1.b is at least 5% of the Club's members who are entitled to vote at general meetings.
- 8.4.3. No business is to be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 8.4.4. If the required quorum is not present within 30 minutes from the time fixed for a general meeting, the meeting:
  - a. if called upon the request of members, lapses; or
  - b. in any other case will be adjourned to either the same day in the next week at the same time and at the same place or to any other date, time or place which the Board specifies.
- 8.4.5. If the required quorum is not present at the adjourned meeting, the members who are present and entitled to vote will be deemed to be the quorum and may transact the business for which the meeting was called.
- 8.4.6. The chairperson must adjourn a general meeting if a majority of members present at the meeting agree or direct that the chairperson must do so.
- 8.4.7. No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 8.4.8. A resolution passed at any adjourned meeting will for all purposes be treated as having been passed on the date when it was in fact passed and will not be deemed to have been passed on any earlier date.
- 8.4.9. When a meeting is adjourned, a new notice of the adjourned meeting is required only if the meeting is adjourned for one month or more.

#### **8.5. Procedure at general meetings**

- 8.5.1. A member may take part in, vote and be considered present at a general meeting in person or by proxy.
- 8.5.2. A member who participates in a meeting as mentioned in clause 8.5.1 is taken to be present at the meeting.
- 8.5.3. At each general meeting:
  - a. the president is to preside as chairperson; and
  - b. if there is no president or if the president is not present within 15 minutes after the time fixed for the meeting or is unwilling to act, the

members present may choose another director to be chairperson of the meeting; and

- c. if there is no director present the members may choose one of their number to preside as chairperson at the meeting; and
- d. the chairperson must conduct the meeting in a proper and orderly way.

8.5.4. No business other than that stated on the notice of meeting may be conducted at a general meeting.

## **8.6. Voting at general meetings**

8.6.1. At a general meeting, each question, matter or resolution, other than a special resolution, must be decided by a majority vote of the members present and voting.

8.6.2. Each member present and entitled to vote is entitled to one vote only and, if the votes are equal, the question is decided so as to maintain the status quo.

8.6.3. A member is not entitled to vote at a general meeting if the member has any subscription fee, nomination fee, other fee or levy in arrears at the date of the meeting.

8.6.4. A challenge to a member's right to vote at a general meeting:

- a. may only be made at the meeting; and
- b. must be determined by the chairperson, whose decision is final.

8.6.5. The method of voting at a general meeting is to be decided by the Board.

8.6.6. However, if at least 20% of the members present demand a secret ballot, voting must be by secret ballot.

8.6.7. If a secret ballot is held, the chairperson must appoint at least two members to conduct the secret ballot in the way the chairperson decides.

8.6.8. The result of any vote as declared by the chairperson is taken to be a resolution of the meeting at which the vote was held. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against.

8.6.9. Before any vote is taken the chairperson must inform the meeting whether any proxy votes have been received and the manner in which proxy votes are to be cast.

## **8.7. Proxies**

8.7.1. A member of the Club who is entitled to vote at general meetings may appoint another member, who is also entitled to vote at general meetings, as the member's proxy to attend and vote for the member at a general meeting.

- a. A proxy form will be sent with the AGM documents, listing the resolutions to be tabled at the meeting
- 8.7.2. The instrument appointing a proxy is taken to confer authority to demand or join in demanding a secret ballot.
- 8.7.3. Each instrument appointing a proxy must be received by the company secretary no later than 09:00am on the last business day before the general meeting or the adjourned general meeting at which the person named in the instrument proposes to vote.
- 8.7.4. An instrument appointing a proxy must be in writing and be in the following or similar form:

WERRIBEE PARK GOLF CLUB:

I, \_\_\_\_\_ of , \_\_\_\_\_ being  
 a member of the Club, appoint \_\_\_\_\_ of \_\_\_\_\_  
 as my proxy to vote for me on my behalf at the (annual) general meeting  
 of the Club, to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
 and at any adjournment of the meeting.  
 Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Signature \_\_\_\_\_

- 8.7.5. The instrument appointing a proxy must be signed by the appointor.
- 8.7.6. Unless otherwise instructed by the appointor, the proxy may vote as the proxy considers appropriate.
- 8.7.7. If a member wants a proxy to vote for or against a resolution, the instrument appointing the proxy must be in the following or similar form:

WERRIBEE PARK GOLF CLUB

I, \_\_\_\_\_ of , \_\_\_\_\_ being  
 a member of the Club, appoint \_\_\_\_\_ of \_\_\_\_\_  
 as my proxy to vote for me on my behalf at the (annual) general meeting  
 of the Club, to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
 and at any adjournment of the meeting.  
 Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Signature \_\_\_\_\_

This form is to be used in favour of / against [*strike out whichever is not wanted*] the following resolutions:  
 [*List relevant resolutions*]

- 8.7.8. Unless the company secretary has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes:
  - a. the appointing member dies; or
  - b. the member is mentally incapacitated; or
  - c. the member revokes the proxy's appointment; or

- d. the member revokes the authority under which the proxy was appointed by a third party.

## **8.8. Minutes of general meetings**

- 8.8.1. The Board 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.
- 8.8.2. To ensure the accuracy of the minutes:
  - a. 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; and
  - b. 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 Club that is a general meeting or annual general meeting, verifying their accuracy.
- 8.8.3. If asked by a member of the Club, the company secretary must, within 14 days after the request is made:
  - a. make the minute book for a particular general meeting available for inspection by the member at a mutually agreed time and place; and
  - b. give the member copies of the minutes of the meeting.

## **9. Company secretary**

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### **9.1. Appointment of company secretary**

- 9.1.1. The Club must have at least one company secretary, who must be an individual:
  - a. ordinarily residing in Australia; and
  - b. at least 18 years of age;
  - c. not disqualified from managing a corporation.
- 9.1.2. The company secretary is appointed by the Board.

### **9.2. Suspension and removal of company secretary**

- 9.2.1. The Board may at any time suspend or remove a person appointed by the Board as the company secretary.

### **9.3. Powers, duties and authorities of company secretary**

- 9.3.1. The company secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Board.
- 9.3.2. The company secretary is a person appointed by the Board to be responsible for the compliance and governance related administrative tasks of the Board and in particular as they relate to the Corporations Act 2001 [Cth) and ASIC.

- 9.3.3. The company secretary must consent in writing to holding the position of company secretary. The Club must keep the consent and must notify ASIC of the appointment within 28 days.

## **10. General Manager**

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### **10.1. Appointment of general manager**

- 10.1.1. A general manager may be appointed by the Board.
- 10.1.2. A person currently serving as a director may not apply to fill the position of general manager.

### **10.2. Powers, duties and authorities of general manager**

- 10.2.1. The general manager holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Board.
- 10.2.2. The exercise of those powers and authorities and the performance of those duties by the general manager are subject at all times to the control of the Board.

### **10.3. Delegation to general manager**

- 10.3.1. The Board may delegate to the general manager the power (subject to such reservations on the power as may be decided by the Board) to conduct the day-to-day management and control of the business and affairs of the Club.

### **10.4. Dismissal of general manager**

- 10.4.1. Subject to any contract or legislation, the general manager may be dismissed by the Board on the grounds that they:
- a. resign from office by notice in writing to the Board. Such resignation shall take effect at:
    - i the time the notice is received by the Board; or
    - ii if a later time is stated in the notice and is approved by the Board, the later time; or
  - b. have been guilty of persistent or gross neglect in the discharge of their duties; or
  - c. conduct themselves in a way considered by the Board to be injurious or prejudicial to the character or interests of the Club; or
  - d. become disqualified from managing a corporation or being a responsible person for a legal entity; or
  - e. become of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
  - f. are convicted of an indictable offence or are made bankrupt; or

- g. do not otherwise comply with the requirements of this constitution.
- 10.4.2. Before the general manager can be dismissed under clause 10.4.1, the Board must:
- a. conduct a due and proper inquiry into the existence and sufficiency of the ground for dismissal;
  - b. give details on the ground for dismissal to the general manager, who shall be given full and fair opportunity to show cause why they should not be dismissed.

## **11. Finance**

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### **11.1. Financial year**

- 11.1.1. The Club's financial year will commence on 1<sup>ST</sup> March and end on last day of February in each year, unless the Board passes a resolution to change the Club's financial year.

### **11.2. Financial records and audit**

- 11.2.1. The Board must cause written financial records to be kept with respect to the Club's financial affairs in accordance with the Act.
- 11.2.2. The financial records will be kept at the office or at such other place as the Board thinks fit. The Club must at all reasonable times make its financial records available in writing for inspection by directors and any other persons authorised or permitted by or under the Act or any other law to inspect such records.
- 11.2.3. The Club must, within five months after the end of the Club's financial year or not less than 14 days before each annual general meeting (whichever is the earlier), make available to each member of the Club, but subject to Part 2M.3 of the Act, either:
- a. a copy of the financial report, a copy of the directors' report and a copy of the auditor's report required under Part 2M.3 of the Act; or
  - b. a copy of the concise report that complies with Part 2M.3 of the Act.
- 11.2.4. The Board will appoint an auditor in accordance with the Act. The auditor's duties will be regulated in accordance with the Act and remuneration will be agreed by the Board.
- 11.2.5. The Club's auditor, or a representative of the Club's auditor shall attend the AGM
- a. The chairperson must allow members adequate time to question the auditor or the auditor's representative, about the conduct of the audit, or the preparation of the accounts
  - b. The chairperson shall ensure that the auditor is entitled to be heard at the meeting that concerns the auditor, in their capacity as an auditor
  - c. The auditor shall be entitled to be heard, even if he is retiring at the meeting, or is being removed from office

### **11.3. General financial matters**

- 11.3.1. The income and property of the Club must be applied solely towards the promotion of the objects of the Club as set out in this constitution and no portion thereof is to be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or among the members of the Club, provided that nothing herein prevents the payment in good faith of:
- a. remuneration of any person in return for services actually rendered to the Club; or

- b. repayment for out-of-pocket expenses incurred on behalf of the Club; or
- c. payment for sale or hire of goods or payment of rent for premises let to the Club; or
- d. interest to any member in respect of money advanced by that member to the Club or otherwise owing by the Club to the member, provided that the rate of interest is not more than the current rate being charged for overdrawn accounts on money lent by:
  - i the financial institution of the Club; or
  - ii if there is more than one financial institution of the Club, the financial institution nominated by the Board.

11.3.2. The Club precludes the payment to an officer or employee of the Club of an amount by way of commission or allowance calculated by reference to the quantity of liquor sold or supplied by the Club or the receipts of the Club for such liquor.

## **12. Documents and legal**

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### **12.1. Execution of documents**

12.1.1. If the Club has a common seal, the common seal shall:

- a. set out the name and ABN of the Club;
- b. be kept securely by the Board; and
- c. be used only under the authority of the Board.

12.1.2. Each instrument to which the seal is attached shall be signed by a director and countersigned by:

- a. the company secretary; or
- b. another director; or
- c. someone authorised by the Board.

12.1.3. The Club may execute a document (including a deed) without using the common seal if that document is signed by a director and countersigned by:

- a. the company secretary; or
- b. another director; or
- c. someone authorised by the Board.

### **12.2. Amendments to constitution**

12.2.1. Subject to the Act, this constitution may be modified or repealed, or a new constitution may be adopted, by a special resolution carried at a general meeting.



- 12.2.2. A copy of the special resolution modifying or repealing this constitution, or adopting a new constitution, must be lodged with ASIC along with a copy of the modification or new constitution within 14 days after it is passed.
- 12.2.3. If this constitution is modified or repealed, or a new constitution is adopted, the modification, repeal or adoption takes effect on the date on which the special resolution is passed, if the special resolution specified no later date.
- 12.2.4. Special resolution means a resolution that is passed at a general meeting by the votes of at least 75% of the members who are present and voting.

### **12.3. Bylaws**

- 12.3.1. The Board may make, amend or repeal bylaws, consistent with this constitution, for the internal management of the Club.
- 12.3.2. A new, amended or repealed bylaw may be set aside by a vote of members at a general meeting of the Club.

### **12.4. Indemnity**

- 12.4.1. This clause applies to every person who is or has been a director, company secretary, other officer or employee of the Club.
- 12.4.2. The Club will indemnify each person mentioned in clause 12.4.1 out of the property of the Club against:
- a. every liability (except a liability for legal costs) that the person incurs as an officer of the Club; and
  - b. all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved as an officer of the Club; unless
  - c. the Club is forbidden by statute to indemnify the person against the liability or legal costs; or
  - d. an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by statute.

### **12.5. Insurance**

- 12.5.1. The Club may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an officer against liability that the officer incurs as an officer of the Club including a liability for legal costs, unless:
- a. the Club is forbidden by statute to pay or agree to pay the premium; or
  - b. the contract would, if the Club paid the premium, be made void by statute.

## **13. Winding up**

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### **13.1. Excess property on winding up**

- 13.1.1. If upon winding up or cancellation of the Club there remains, after satisfaction of all its debts and liabilities, any surplus assets whatsoever, the surplus assets must not be paid to or distributed among the members of the Club.
- 13.1.2. Any surplus assets must be given up or transferred to one or more other institutions that have objects similar to the objects of the Club and which prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Club under or by virtue of this constitution.
- 13.1.3. The institution or institutions will be determined by the members of the Club at or before the time of deregistration or in default thereof by such Court as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision, then the surplus assets will be given to some charitable object.