

# BUSSELTON GOLF CLUB CONSTITUTION



## Contents

1	Name of Club .....	3
2	The principal objectives are:.....	3
3	Definitions.....	3
4	Affiliations.....	4
5	Membership.....	4
6	Application to become a Member .....	5
7	Member's Rights .....	6
8	Subscriptions.....	7
9	General Meetings – Annual General Meeting.....	8
10	General Meetings – Special General Meeting.....	9
11	General Provisions for General Meetings.....	9
12	General Provision.....	9
13	Election of Office Bearers.....	10
14	The Board of Directors and Conditions .....	11
15	Ceasing to be a member of the Board of Directors .....	12
16	Powers of the Board.....	13
17	Role and Responsibilities of Directors.....	14
18	Chairperson.....	15
19	General Manager .....	16
20	Director of Finance .....	16
21	Sub-Committees.....	17
22	Auditors .....	17
23	Alteration and Repeal of Rules.....	18
24	Suspension or Expulsion of Members .....	18
25	Resolving Disputes.....	19
26	Supply of Liquor – .....	21
27	Signatories .....	21
28	Dissolution of the Club .....	21
29	Financial Year .....	22

## **1. Name of Club**

1.1. The name of The Club shall be The Busselton Golf Club Incorporated.

## **2. The principal objectives are:**

2.1 To foster, promote and conduct the game of golf and other athletic sports and pastimes;

2.2 To establish, maintain and conduct a golf club for the use of the Members and generally to afford to them all the usual privileges, advantages, conveniences and accommodation of a club;

2.3 To provide facilities for the pursuits of other lawful purposes that provides benefits and enjoyment for the members of the Club; provided such pursuits do not significantly and adversely affect the playing of golf;

2.4 To promote good fellowship amongst members;

2.5 To carry on all such lawful activities as may be necessary or convenient for the purpose of the Club;

2.6 To use and protect the Intellectual Property of The Club;

2.7 To at all times act on behalf of, in the interests of, and in conjunction with, the Members and the sport of Golf;

2.8 To apply the property and income of the club solely toward promoting the club's objects or purposes and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any member, except in good faith in promoting those objects or purposes.

2.9 To maintain a club liquor licence in accordance with the Liquor Act and its amendments to enable the Club to provide an additional service to its members.

## **3. Definitions**

In reading this Constitution, unless the context or such otherwise indicates or requires:

3.1 "The Club" means The Busselton Golf Club Incorporated.

3.2 "The Club Premises" means all land, building and structures thereon of which The Club is the bona fide occupier.

3.3 "The Board" means the Board of Directors for The Club, duly elected for the time being in accordance with these Rules.

3.4 "Annual Meeting" means an Annual General Meeting.

3.5 "Special General Meeting" means a General Meeting as defined below, called in accordance with Section 9 hereunder, at which only business that has been described in the notice may be transacted.

3.6 "General Meeting" means a General meeting of The Club whether Annual or Special.

3.7 "Month" means a calendar month.

3.8 "Financial year" means from the first of July each year, until the following 30<sup>th</sup> of June.

- 3.9 “The Act” means the Associations Incorporation Act 2015, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
- 3.10 “Liquor Act” means the Liquor Control Act 1988, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
- 3.11 “The By-Laws & Policies” means the codes of rules made and adopted by The Club in accordance with Section 16.9.
- 3.12 “Books of the Association” means: the Members Register; the Record of Office Holders; and the Club Constitution.
- 3.13 “Commissioner” means: the person for the time being designated as the Commissioner under section 153 of the Associations Incorporation Act.
- 3.14 “Voting rights” means: the ability for an Ordinary fully financial member to propose or second an application for membership; move or second a motion or special motion; speak at all general meetings; nominate for a position on the Board of Directors; vote at all general meetings; and petition for a special general meeting.

#### **4. Affiliations**

- 4.1 The Board may determine that the Club will affiliate with or become a member of, or accept affiliation with or membership of, any organisation (including any regional, national or international Association) having similar or like interests to the Club.
- 4.2 The Club is an affiliated member of GolfAustralia and GolfWA and may be affiliated with all other peak bodies relating to the sport of golf.
- 4.3 The Club agrees to adopt and to the best of its ability, abide by the national by-laws and policies of GolfAustralia, as implemented and amended from time to time, including, but not limited to, the Member Protection Policy, the Anti-Doping Policy, the Disciplinary Policy and the Code of Behaviour Tournaments and Weekly Competitions.
- 4.4 The Board may appoint a representative or delegate to represent the Club, as requested by an affiliated organisation.

#### **5. Membership**

- 5.1 The Club shall keep an up-to-date register of members in all Membership Categories as detailed in Section 5.5.1.
- 5.2 This register must be continually available for inspection at The Club premises by authorised officers.
- 5.3 Residential, postal, or email address shall be included for the members register.
- 5.4 Membership of The Club shall consist of differing Membership Categories.
- 5.5 Those members with full voting rights are Ordinary and Life Members.
- 5.6 The categories, terms and conditions and voting rights of Membership Categories are detailed in the By-Laws & Policies.
- 5.7 Life Member – The Policy for Life Membership is included in the Club’s By Laws.

5.8 The Board has the power to add or delete membership categories.

5.9 Cessation of Membership:

5.9.1 A person ceases to be a member when any of the following takes place:

5.9.1.1 For a member who is an individual, the individual dies;

5.9.1.2 For a person whose title represents a corporate member, the body corporate is wound up;

5.9.1.3 The person resigns from The Club;

5.9.1.4 The person is expelled from The Club under Section 24;

5.9.1.5 The person ceases to be a member under Section 8.9.

5.10 The General Manager will keep a record on file of the date on which the person ceased to be a member and the reason why the person ceased to be a member.

5.11 A member may resign from membership of The Club by giving written notice of the resignation to the General Manager.

5.12 The resignation takes effect when the General Manager receives the notice; or if a later time is stated in the notice, at that later time.

5.13 A person who has resigned from membership of The Club remains liable for any fees that are owed to The Club (the owed amount) at the time of resignation.

5.14 The owed amount may be recovered by The Club in a court of competent jurisdiction as a debt due to The Club.

## **6. Application to become a Member**

6.1 Any person desiring to become such a member of The Club shall sign an application form provided.

6.1.1 When the application form and all subscriptions have been received, the person shall become a provisional member and exercise all of the privileges of a member excluding voting rights until approved at the next Board Meeting.

6.1.2 At the next Board Meeting the applicant will then be accepted or denied membership.

6.1.3 On the endorsement of each candidate, the General Manager shall notify the same to them, and they shall on payment of their subscription be enrolled as a Member of The Club, and become entitled to the privileges and be bound by its rules and by all consequences resulting from breach or non-performance thereof, and shall thereby absolve every person concerned in carrying out enforcing such rules from all personal responsibility or legal liability on such account.

6.1.4 If membership is denied, all subscriptions shall be refunded.

6.2 No person shall be entitled to exercise any of the privileges of a member until they have paid all subscriptions due by them.

6.3 The Board shall have the right to refuse to admit any person to membership without assigning any reason for doing so.

## **7 Member's Rights**

7.1 The rights and privileges of every member shall be personal and shall not be in any manner transferable by their own act or through any other person on their behalf or by operation of law.

7.2 Employees – Members who are employees of The Club are entitled to all the rights and privileges of membership excluding those rights concerned with the selection, election and holding of office with The Club.

7.3 All members, upon successful registration, will be supplied with an electronic copy of The Club constitution or will be directed to obtain a copy of the Club constitution from The Club's website.

7.4 Upon acceptance to membership, all members agree to be bound by The Club Code of Conduct.

7.5 Upon request, a member is able to inspect the Books of the Association at such time and place as is mutually convenient to the Club and the Member.

7.5.1 A Member must contact the General Manager to request to inspect the Member Register.

7.5.2 The Member may make a copy of details from the Member Register but has no right to remove the Register for that purpose.

7.5.3 A Member may make a request in writing for a copy of the Member Register.

7.5.4 The Club may charge a reasonable fee to the Member for providing a copy of the Member Register, the amount to be determined by the Board from time to time.

7.5.5 A Member must not use or disclose the information on the Member Register:

7.5.5.1 To gain access to information that a Member has deliberately denied them (that is, in the case of social, family or legal differences or disputes);

7.5.5.2 To contact, send material to The Club or a Member for the purpose of advertising for political, religious, charitable or commercial purposes, or

7.5.5.3 For any other purpose unless the use of the information is approved by the Board and for a purpose:

(a) That is directly connected with the affairs of The Club; or

(b) Related to the provision of the information to the Commissioner in accordance with a requirement of the Act.

7.5.6 The Board may require a Member who requests a copy of the Member Register to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of The Club.

## **8 Subscriptions**

- 8.1 The entrance fee and annual subscription of The Club shall be set by majority vote of the Board one month prior to the Annual General Meeting.
- 8.2 The subscriptions for all categories of membership shall be set by the Board and shall be subject to ratification by the members at the Annual General Meeting.
- 8.3 Notice of the fees and subscriptions shall be notified to the members via The Club notice board.
- 8.4 All members on the Membership Register shall pay a subscription for a year commencing the first day of March on which day the subscription shall become due.
- 8.5 Members have the option of paying their annual subscriptions in advance or in instalments provided such payments comply with the Liquor Act. Such payments shall be made by a direct debit authority duly signed by the member and shall attract an instalment levy as prescribed by the Board.
- 8.6 A new member's first subscription may be pro-rated, in which case, it shall be equal to the subscription for the balance of the subscription year remaining at the time of application and the month of application shall be considered a whole month, provided:
- 8.7 The first subscription shall be for a minimum of three [3] months and maximum of fourteen [14] months.
- 8.8 Members secure all membership rights due to them after election and upon payment of the first subscription plus the current Nomination Fee and said nomination fee is then non-refundable.
  - 8.8.1 In the event an applicant is not elected to membership the initial subscription is refundable.
- 8.9 Any member in arrears shall not be entitled to membership rights and privileges. Written Notices of Arrears will be issued in which case the notified member has until 30 March to settle their account or their name shall be removed from the Membership Register. Any member in arrears may be required to pay a service charge prescribed by the Board and not greater than 5% of the Ordinary member's annual subscription.
- 8.10 Upon submission of notice in writing any member may resign from the Club. In the case of change of domicile address to a place outside a one hundred (100) kilometres radius of central Busselton or injury or ill health or death the Board may authorise a refund provided the refund does not exceed the credit held for the subscription year.
- 8.11 Any other Member may apply to transfer to Ordinary membership on payment of the current nomination fee and when elected on or after the first day of April the subscription shall be equal to the difference between the Ordinary and the other membership subscription rates per month times the number of months remaining in the subscription year and the month of election shall be considered to be a whole month.

## 9 General Meetings – Annual General Meeting

- 9.1 The Annual General Meeting of members shall be held every calendar year within six months after the end of The Club's financial year, with the Board to determine the date, time and place.
- 9.2 Notice of the meeting (including date, time and location) and agenda items, including wording of Notices of Motion or proposed resolutions, must be posted on The Club notice board for *28 days* before the date of the meeting for all members to read. If the resolution is intended to be proposed as a special resolution this will also be stated in the notice with the wording of the proposed special resolution.
- 9.3 All Notices of Motion for consideration at the Annual Meeting must be handed to the General Manager in writing no less than *21 days* prior to the date set for said meeting.
- 9.4 Members who have provided an email address will also be emailed a copy of the notice of the meeting, agenda items and any Notices of Motion.
- 9.5 25 (twenty five) financial members shall constitute a quorum at an Annual Meeting.
- 9.6 In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for an Annual Meeting, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.
- 9.7 The Chairman of the meeting shall be the Club President or if not available a person nominated and elected by the members present.
- 9.8 Only members with voting rights, as per the constitution will be permitted to vote on matters at the Annual Meeting.
- 9.9 The Chairperson shall have the casting vote only and shall decide all questions of order unless otherwise provided by these rules.
- 9.10 The order of business at the Annual Meeting shall be as follows:
  - 9.10.1 Confirmation of minutes of the last Annual Meeting and any other General Meeting not yet confirmed and confirming or amending same.
  - 9.10.2 Endorsement of Presidents Report.
  - 9.10.3 Statement of Accounts and Balance Sheet to be received or otherwise.
  - 9.10.4 Endorsement of subscriptions.
  - 9.10.5 Endorsement of budget.
  - 9.10.6 Election of Board of Directors.
  - 9.10.7 Appointment of Club Auditor.
  - 9.10.8 Confirmation of Life Memberships.
  - 9.10.9 Appointment of Patrons.
  - 9.10.10 Special Business of which Notice of Motion has been given.
  - 9.10.11 Next meeting.
  - 9.10.12 Close of meeting.



## **10 General Meetings – Special General Meeting**

- 10.1 The Board of Directors may at any time call a Special General Meeting.
- 10.2 A Special General Meeting shall also be called by the Board on a requisition signed by no less than 5% of members with voting rights, stating in detail the purpose of the meeting.
- 10.3 Notice of the meeting (including date, time and location) and agenda items, including wording of Notices of Motion or proposed resolutions, must be posted on The Club notice board for *seven (7) days* before the date of the meeting for all members to read. If the resolution is intended to be proposed as a special resolution this will also be stated in the notice with the wording of the proposed special resolution.
- 10.4 Members who have provided an email address will also be emailed a copy of the notice of the meeting, agenda items and any Notices of Motion.
- 10.5 Only business of which notice shall have been given as above, or in accordance with these rules, shall be transacted at a Special General Meeting.
- 10.6 Twenty five [25] shall form a quorum.
- 10.7 In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for a Special General Meeting, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.
- 10.8 Only members with voting rights, as per the constitution will be permitted to vote on matters at the Special General Meeting.
- 10.9 The Chairperson shall have the casting vote only and shall decide all questions of order unless otherwise provided by these rules.

## **11 General Provisions for General Meetings**

- 11.1 General Meetings may take place:
  - 11.1.1 where the Members are physically present together; or
  - 11.1.2 where the Members are able to communicate by using any technology that reasonably allows the Member to participate fully in discussions as they happen in the General Meeting and in making any decisions, provided that the participation of the Member in the General Meeting must be made known to all other Members.
- 11.2 A Member who participates in a meeting as set out in Section 11.1.2:
  - 11.2.1 is deemed to be present at the General Meeting; and
  - 11.2.2 continues to be present at the meeting for the purposes of establishing a quorum; until the Member notifies the other Members that he or she is no longer taking part in the General Meeting.

## **12 General Provision**

- 12.1 No member shall be entitled to take any legal action against The Club, other than a claim for goods sold and delivered and services rendered, and must conform to

the decisions of the Board and in the case of an appeal, to the decision of the General Meeting to which he or she may appeal.

12.2 These rules shall be the rules of The Club and shall be binding on members.

12.3 Correct accounts and books shall be kept showing the financial affairs of The Club and the particulars usually shown in books of accounts of a like nature.

12.4 The clubhouse and other club facilities is to be provided and maintained from the joint funds of The Club and no person shall be entitled under these rules to derive any benefit or advantage from The Club which is not shared equally by every member thereof.

12.5 Section 12 does not prevent:

12.5.1 the payment in good faith of remuneration to any officer, employee or Member in return for any services actually rendered to The Club or for goods supplied in the ordinary and usual course of business;

12.5.2 the payment of interest at a rate not exceeding the prevailing market rate published by the Reserve Bank of Australia as the "Cash Rate Target" from time to time on money borrowed from any Member;

12.5.3 the payment of reasonable and proper rent by The Club to a Member for premises leased by the Member to The Club; or

12.5.4 the reimbursement of expenses incurred by any Member or any Director on behalf of The Club.

### **13 Election of Office Bearers**

13.1 The management of The Club shall be vested in a Board of Directors consisting of eight [8] Directors elected for a two [2] year term with half of the Board being elected each year.

13.2 The Board of Directors shall be President, Vice President, Director of Finance, Men's Captain, Ladies Captain, Director of House, Director of Course and Ladies Representative.

13.3 Nominations for positions on Board of Directors must be in writing signed by the proposer and nominee and must be in the hands of the General Manager not less than seven [7] days before the Annual General Meeting.

13.4 The nominations shall be distributed to the membership via email and exhibited on the notice board at least three [3] days prior to the said meeting.

13.5 In case no more than the required number of officers shall be nominated, those so nominated shall be declared elected. Should more than 1 (one) nomination be received, the annual election of officers shall be by ballot at each Annual General Meeting in the presence of the returning officer and two scrutineers elected by the members present at such meeting.

13.6 If there shall be insufficient nominations to fill the whole of the vacancies of the list of officers, those nominated shall be declared elected and the board shall have power to fill the vacancies and any casual vacancies that may occur.

## **14 The Board of Directors and Conditions**

- 14.1 The General Manager shall be an Ex Officio Member of the Board without voting rights.
- 14.2 Golf Operations staff shall be Ex officio member/s of the Board without voting rights.
- 14.3 The quorum at all Board meetings shall be five [5] members.
- 14.4 Board Meetings may take place: where the Directors are physically present together; or
  - 14.4.1 where the Directors are able to communicate by using any technology that reasonably allows the Director to participate fully in discussions as they happen in the Board Meeting and in making decisions, provided that the participation of the Director in the Board Meeting must be made known to all other Members.
- 14.5 A Director who participates in a meeting as set out in Section 14.4.1:
  - 14.5.1 is deemed to be present at the Board Meeting; and
  - 14.5.2 continues to be present at the meeting for the purposes of establishing a quorum, until the Director notifies the other Directors that he or she is no longer taking part in the Board Meeting.
- 14.6 Board meetings shall be held monthly or as agreed by the Board.
- 14.7 Special Board meetings may be called by the President, or on the request of three Directors.
- 14.8 The Board of Directors is able to determine the distribution of Board Meetings minutes. Minutes of board meetings shall be made available to the membership.
- 14.9 All Members, or guests, may attend Board Meetings if invited by the Board but the person shall not have any right to comment without invitation, or vote on any matter, or to be provided with copies of any agenda, minutes of meetings, or documents presented to such meetings.
- 14.10 No Director shall be held to have resigned his/her seat until his/her resignation, in writing, has been accepted by the Board.
- 14.11 Board Vacancies
  - 14.11.1 Any vacancy occurring in the Board as per Section 15 may be filled at a meeting of the Board when a member may be elected to fill such a vacancy until the next election provided the member elected at such Board meeting shall hold office in the place of, and upon the same terms and conditions as their predecessor, had the latter continued in the office.
  - 14.11.2 If vacancies in the Board of Directors result in the number of Directors being less than the number fixed under Section 13.1, the continuing Directors may act to only:
    - 14.11.2.1 increase the number of Members on the Board to the number required for a quorum; or
    - 14.11.2.2 convene a General Meeting of the Association

- 14.12 The President shall preside at all meetings of the Board of Directors and, in his or her absence the Vice President.
- 14.12.1 Should neither be present, the meeting shall elect a Chairperson.
- 14.13 All resolutions of the Board shall be decided by a majority vote of all those present.
- 14.13.1 In the case of equality of votes, the proposal before the Board shall be decided by a casting vote by the President/Chair.
- 14.13.2 The President or in his or her absence, the acting President shall be authorised to speak on behalf of The Club.
- 14.14 Voting outside of meetings will be allowed for the election of office bearers and in accordance with Section 14.4.1.
- 14.15 Any act performed by the Board, a sub-committee or a person acting as a Director is deemed to be valid even if the act was performed when:
- 14.15.1 there was a defect in the appointment of a Director, sub-board or person holding a subsidiary office; or
- 14.15.2 a Director, a sub-committee member or a person holding a subsidiary office was disqualified from being a Board/sub-committee member as per Section 17.6 or 17.7 as a result of bankruptcy or conviction of a relevant criminal offence.

## **15 Ceasing to be a member of the Board of Directors**

- 15.1 A casual vacancy occurs in the office of a Director and that office becomes vacant if the Director:
- 15.1.1 dies;
- 15.1.2 ceases to be a member;
- 15.1.3 becomes disqualified from holding a position under Section 17.6 or 17.7 as a result of bankruptcy or conviction of a relevant criminal offence;
- 15.1.4 becomes permanently incapacitated by mental or physical ill-health;
- 15.1.5 resigns from office under rule 14.10;
- 15.1.6 is absent from more than:
- 15.1.6.1 three consecutive Board Meetings without a good reason; or
- 15.1.6.2 three Board Meetings in the same Financial Year without tendering an apology to the person presiding at each of those Board Meetings,
- 15.1.7 Is removed from office under by resolution at a General Meeting of The Club if a majority of the Members present and with voting rights at the meeting vote in favour of the removal.
- 15.1.7.1 The Director who faces removal from the Board must be given a full and fair opportunity at the General Meeting to decide the proposed resolution, to state his or her case as to why the Member should not be removed from his or her position on the Board.

15.1.7.2 If all Directors are removed by resolution at a General Meeting, the Members must, at the same General Meeting, elect an interim Board.

15.1.7.3 The interim Board must, within two months, convene a General Meeting of the Association for the purpose of electing a new Board.

## **16 Powers of the Board**

16.1 The business of The Club shall be managed by the Board who may exercise all powers of The Club, except those required to be exercised by The Club at a General Meeting.

16.2 Without prejudice to the powers conferred by the last preceding rule, the Board shall, subject to the by-laws, have power to do the following things:

16.2.1 To purchase or otherwise acquire any books, newsletters or periodicals and dispose of them as it may see fit.

16.2.2 To determine from time to time the conditions on which and time when, members may use the property of The Club or any part or parts thereof, and when and under what conditions the premises of The Club or any part or parts thereof, shall be used by members.

16.2.3 To determine what person, if any, not being members of The Club shall be permitted to use the premises of The Club or any part or parts thereof and during what time and under what conditions and when and at what times and places and under what conditions such persons shall be supplied with refreshments and accommodation.

16.2.4 To appoint any other officials or servants of The Club and to remove them as occasions may require at their discretion and to define their respective duties. Persons appointed to paid positions shall be engaged under a contract, current award or classification of work in the Registered and Licensed Clubs Award and its amendments.

16.2.5 To delegate, subject to such conditions as it thinks fit any of its powers to sub Committees consisting of such Directors and other members of The Club co-opted for the purpose as it may determine and to make such regulations as to the proceedings of such sub committees as may be thought desirable.

16.2.6 To regulate and control their own meeting and the transaction of business.

16.2.7 To introduce a financial levy, the Board must seek approval at a General Meeting.

16.3 To reimburse expenses of any servant of The Club for faithful and diligent service as deemed fit. A committee member is entitled to be paid out of the funds of the Association for any out-of-pocket expenses for travel and accommodation properly incurred —

16.3.1 in attending a committee meeting; or

16.3.2 in attending a general meeting; or

- 16.3.3 otherwise in connection with the Association's business.
- 16.4 In accordance with the rules, to suspend, or expel any member.
- 16.5 To enter into or accept any lease or tenancy of the premises where on The Club shall conduct its affairs or of any furniture, goods and effects, which may be required for the use of The Club on such terms and on such conditions as The Club, may deem expedient.
- 16.6 To take and defend all legal proceedings by or on behalf of The Club and to appoint all necessary Attorneys for any such purpose.
- 16.7 To borrow to a limit of 10% of budgeted annual gross revenue and make financial arrangements as they think necessary in the interest of the Club. Any borrowings in excess of the 10% limit, in the financial year, to be approved by the Members in a General meeting.
- 16.8 To sell and dispose of the assets of The Club.
- 16.9 To make, alter and repeal by-laws not inconsistent with these rules and regulations regarding the use and management of The Club premises, the admission of members and the conduct of The Club and its affairs generally.
- 16.10 To do and perform any other act, matters and things in connection with or relative to the management of The Club as shall not by these rules require to be done by The Club in General Meetings.
- 16.11 To appoint such number of delegates to sporting bodies and associations with which The Club may from time to time be affiliated as may be required by the rules thereof and such delegates shall hold office in accordance with the rules of such sporting bodies and associations respectively.
- 16.12 Every Director shall be indemnified against any loss, expenses or liability incurred by reason of any act or deed performed by him/her in good faith on behalf of the Board and the Board may use the funds of The Club for any such purpose required, together with any reasonable expenses incidental to Board activities.

## **17 Role and Responsibilities of Directors**

### **17.1 Obligations of the Board**

- 17.1.1 The Board must take all reasonable steps to ensure The Club complies with its obligations under the Act and these Rules.

### **17.2 Responsibilities of Directors**

17.2.1 A Director must exercise his or her powers and discharge his or her duties with a degree of care and diligence that a reasonable person would exercise in the circumstances.

17.2.2 A Director must exercise his or her powers and discharge his or her duties in good faith in the best interests of The Club and for a proper purpose.

17.2.3 A Director or former Director must not improperly use information obtained because he or she is a Director to:

- (a) gain an advantage for himself or herself or another person; or
- (b) cause detriment to The Club.

17.2.4 A Director or former Director must not improperly use his or her position to:

- (a) gain an advantage for himself or herself or another person; or
- (b) cause detriment to The Club.

17.2.5 A Director having any material personal interest, i.e.: financial or non-financial interests, in a matter being considered at a Board Meeting must:

- (a) as soon as he or she becomes aware of that interest, disclose the nature and extent of his or her interest to the Board;
- (b) disclose the nature and extent of the interest at the next General Meeting of The Club; and
- (c) not be present while the matter is being considered at the Board Meeting or vote on the matter.

17.3 Section 17.2 does not apply in respect of a material personal interest that:

17.3.1 exists only because the Director belongs to a class of persons for whose benefit The Club is established; or

17.3.2 the Director has in common with all, or a substantial proportion of, the members of The Club.

17.4 The General Manager must record every disclosure made by a Director under Section 17.3 in the minutes of the Board Meeting at which the disclosure is made.

17.5 No Director shall make any public statement or comment or cause to be published any words or article concerning the conduct of The Club unless the person is authorised by the Board to do so and such authority is recorded in the minutes of the Board Meeting.

17.6 No person shall be entitled to hold a position on the Board if the person has been convicted of, or imprisoned in the previous five years for:

17.6.1 an indictable offence in relation to the promotion, formation or management of a body corporate;

17.6.2 an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or

17.6.3 an offence under Part 4 Division 3 or section 127 of the Act;

unless the person has obtained the consent of the Commissioner.

17.7 No person shall be entitled to hold a position on the Board if the person is a bankrupt or a person whose affairs are under insolvency laws unless the person has obtained the consent of the Commissioner.

## **18 Chairperson**

18.1 The Chairperson:

18.1.1 must consult with the General Manager regarding the business to be conducted at each Board Meeting and each General Meeting;

18.1.2 may convene special meetings of the Board under Section 14.7;

- 18.1.3 may preside over Board Meetings under Section 14.4;
- 18.1.4 may preside over General Meetings under Sections 9 and 10; and
- 18.1.5 must ensure that the minutes of a General Meeting or Board Meeting are reviewed and signed as a correct record of proceedings.

## **19 General Manager**

19.1 The General Manager must:

- 19.1.1 co-ordinate the correspondence of The Club;
- 19.1.2 consult with the Chairperson about all business to be conducted at meetings and convene General Meetings and Board Meetings, including preparing the notices of meetings and of the business to be conducted at each meeting;
- 19.1.3 keep and maintain an up to date condition the rules of The Club and any by-laws of The Club;
- 19.1.4 maintain the register of the Members including the email, street or postal address of each member;
- 19.1.5 update the register within 28 days of new members, members resigning, members suspended/expelled and in the latter case, include date in which member ceases and reasons for cessation of membership.
- 19.1.6 maintain the record of office holders of The Club.
- 19.1.7 Directors may nominate a business address, post office box address or email address to be used in the record in place of their personal address;
- 19.1.8 ensure the safe custody of the Books, with the exception of the Accounting Records, of The Club;
- 19.1.9 keep full and correct minutes of Board Meetings which will be distributed to Board members within 14 days and approved at the next Board of Directors meeting and which will then be stored and distributed as per the club's policies.
- 19.1.10 keep full and correct minutes of General Meetings, which will be distributed to all members within 14 days of the General Meeting via the Club's minute book and website and will be tabled for adoption at the next General Meeting; and
- 19.1.11 perform any other duties as are imposed by these Rules or The Club on the General Manager.

## **20 Director of Finance**

20.1 The Director of Finance must:

- 20.1.1 ensure all moneys payable to The Club are collected, and that receipts are issued for those moneys in the name of The Club;
- 20.1.2 ensure the payment of all moneys referred to in Section 20.1.1 into the account or accounts of The Club as the Board may from time to time direct;



- 20.1.3 ensure timely payments from the funds of The Club with the authority of a General Meeting or of the Board, with all cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Association signed by either:
  - 20.1.3.1 2 Directors; or
  - 20.1.3.2 one Director and a person authorised by the Board
- 20.1.4 ensure that The Club complies with the account keeping requirements in Part 5 of the Act;
- 20.1.5 ensure the safe custody of the Financial Records of The Club and any other relevant records of The Club;
- 20.1.6 coordinate the audit of the Financial Report of the Club prior to its submission to the annual general meeting of The Club;
- 20.1.7 assist the reviewer or auditor (if any) in performing their functions; and
- 20.1.8 perform any other duties as are imposed by these Rules or The Club on the Treasurer.

## **21 Sub-Committees**

- 21.1 The Sub Committees of the Club shall be:
  - 21.1.1 Match
  - 21.1.2 House
  - 21.1.3 Finance
  - 21.1.4 Course
  - 21.1.5 Ladies
  - 21.1.6 And any other sub committee as the Board required to assist with delivering the clubs objects.
- 21.2 The Board may delegate any of its powers to Sub-committees consisting of such Ordinary Members as it thinks fit
- 21.3 Such Sub-committee must report to and be responsible to the Board.
- 21.4 No act of any Sub-committee shall be binding on the Board or Club until ratified by the Board.
- 21.5 The Chair of each sub committee must be an existing Board member.

## **22 Auditors**

- 22.1 There shall be an Auditor who shall be appointed at the Annual General Meeting.
- 22.2 The Auditor shall be independent to The Club.
- 22.3 Such Auditor shall audit the accounts and have power at any time to call for all books, papers, accounts, etc. relating to the affairs of The Club.
- 22.4 The Auditor shall be entitled to receive such remuneration as the Board may determine from time to time.

22.5 If any casual vacancy occurs in the office of any Auditor appointed by The Club, the Board will fill the appointment until the next Annual General Meeting.

### **23 Alteration and Repeal of Rules**

23.1 No repeals of any existing rules and no new rules or alteration, amendments or suspensions of a rule shall be valid unless a special resolution is carried by a three-fourths majority of members present and with voting rights at a General or Special General Meeting and by otherwise complying with Part 3 Division 2 of the Act.

23.2 Notices of motions to repeal, alter or suspend any rule shall be given to the General Manager at least twenty-one (21) days preceding the Annual or Special General Meeting at which the motion shall be presented. The General Manager shall exhibit the proposal on The Club notice board at least fourteen (14) days prior to such meeting.

23.3 Within one month after the making of any amendment or addition to the rules of The Club, passed by special resolution, the Board of Directors shall submit the required documents and a certified copy of the amendment or alteration to the relevant State Government Departments. No effect will be given to the amendments without the approval of these Departments.

### **24 Suspension or Expulsion of Members**

24.1 The Board shall have the power to reprimand, suspend or expel any member of The Club.

24.2 The President, Board or General Manager in receiving a complaint from the Approved Manager or Approved Bar Staff, of a member's behaviour which is considered a serious breach of the Liquor Act or acceptable member behaviour or where police involvement is required, may suspend a member for a period of time until disciplinary action under Section 24.6 can be taken.

24.3 The Board is required to exempt any member of that Board from hearing a charge in which he or she has an interest.

24.4 If a responding member or a representative of the responding member does not attend within 30 minutes of the time stated on the hearing notice, the hearing may start without that member or his or her representative and determination will be made at the hearing.

24.5 The Board shall apply the power to reprimand, suspend or expel any member of The Club who:

24.5.1 fail in the observance or commit any breach of any rule of The Club, members Code of Conduct, or any by-law or policy of The Club or of any order or direction of the Board of Directors or of any General Meeting; and/or

24.5.2 in the sole judgement of the Board have been guilty in or out of The Club's premises of any act, conducted matter or thing calculated to bring discredit on The Club or its members, or to impair or affect the enjoyment of The Club by other members

- 24.6 Any member charged with misconduct as above shall be furnished with a written copy of the charge and summoned before the Board with no less than seven (7) days' notice.
- 24.6.1 The Board shall after hearing the accuser and accused and taking such evidence as they may consider proper, if they find the charge proved, inflict a penalty of suspension from all or any of the privileges of membership.
  - 24.6.2 If the Board consider that on a charge of gross misconduct suspension as above is insufficient, they may call on the member to resign, and if he or she neglects to resign within ten (10) days they may declare him or her to be expelled.
  - 24.6.3 If a Member is suspended or expelled under Section 24, the person may appeal the Board's decision through a Special general meeting by giving written notice to the General Manager within fourteen (14) days of receiving notice of the Board's decision under Section 24.
- 24.7 Members are not permitted to have legal representation attend any disciplinary matters, but may bring another member to act in a support capacity only.
- 24.8 If a Member's membership is suspended under Section 24.6, the General Manager must record in the Register:
- 24.8.1 the name of the Member that has been suspended from membership;
  - 24.8.2 the date on which the suspension takes effect; and
  - 24.8.3 the length of the suspension as determined by the Board under Section 24.6.
- 24.9 During the period a member's membership is suspended, the member —
- 24.9.1 loses any rights (including voting rights) arising as a result of membership; and
  - 24.9.2 is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to The Club.
- 24.10 Upon the expiry of the period of a Member's suspension, the General Manager must record in the Register that the Member is no longer suspended.
- 24.11 If the Board's decision to suspend or expel a Member is revoked under these Rules, any act performed by the Board or Members in a General Meeting during the period that the Member was suspended or expelled from Membership under Section 24.6, is deemed to be valid, notwithstanding the Member's inability to exercise their rights or privileges of Membership, including voting rights, during that period.

## **25 Resolving Disputes**

- 25.1 Disputes Arising under the Rules
- 25.1.1 Section 24 applies to:
    - 25.1.1.1 Disputes between Members; and
    - 25.1.1.2 Disputes between the Club and one or more Members that arise under the rules or relate to the rules of The Club. This does

not include disciplinary matters undertaken with club members, which are covered only under Section 24 of The Club constitution.

- 25.1.2 The parties to a dispute must attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party.
- 25.1.3 If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this rule by giving written notice to the General Manager of the parties to, and details of, the dispute.
- 25.1.4 The General Manager must convene a Board Meeting within twenty-eight (28) days after the General Manager receives notice of the dispute under Section 25 for the Board to determine the dispute.
- 25.1.5 At the Board Meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.
- 25.1.6 The General Manager must inform the parties to the dispute of the Board's decision and the reasons for the decision within seven (7) days after the Board Meeting referred to in Section 25.
- 25.1.7 If any party to the dispute is dissatisfied with the decision of the Board they may elect to initiate further dispute resolution procedures as set out in the Rules.

## 25.2 Mediation

- 25.2.1 Section 25 applies:
  - 25.2.1.1 where a person is dissatisfied with a decision made by the Board under Section 25.
  - 25.2.1.2 where a dispute arises between a Member or more than one Member and The Club and any party to the dispute elects not to have the matter determined by the Board.
- 25.2.2 Where the dispute relates to a proposal for the suspension or expulsion of a Member this rule does not apply until the procedure under Section 24 in respect of the proposed suspension or expulsion has been completed.
- 25.2.3 If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Section 24.6, or a party to the dispute is dissatisfied with a decision made by the Board under Section 24.6 a party to a dispute may:
  - 25.2.3.1 Provide written notice to the General Manager of the parties to, and the details of, the dispute;
  - 25.2.3.2 Agree to, or request the appointment of, a mediator.
- 25.2.4 Party, or parties requesting the mediation must pay the costs of the mediation.
- 25.2.5 The mediator must be:
  - 25.2.5.1 a person chosen by agreement between the parties; or

25.2.5.2 in the absence of agreement:

25.2.5.2.1 if the dispute is between a Member and another Member – a person appointed by the Board; or

25.2.5.2.2 if the dispute is between a Member or more than one Member and The Club, the Board or a Director then an independent person who is a mediator appointed to, or employed with, a not for profit organisation.

25.2.6 A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute.

25.2.7 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

25.2.8 The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least 5 days before the mediation session.

25.2.9 The mediator, in conducting the mediation, must:

25.2.9.1 give the parties to the mediation process every opportunity to be heard;

25.2.9.2 allow all parties to consider any written statement submitted by any party; and

25.2.9.3 ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

25.2.10 The mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.

### 25.3 Inability to Resolve Disputes

25.3.1 If a dispute cannot be resolved under the procedures set out in the Rules, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

## 26 Supply of Liquor –

26.1 The Club shall ensure a Duty Manager is on the licensed premises for the purposes of observing liquor licensing requirements and regulations, as required under the Liquor Act.

26.2 The Club shall be open for sale of liquor during such hours as The Board shall from time to time determine and as permitted under the Liquor Act.

## 27 Signatories

27.1 The signatories of the Club will be two of the authorised signatories as nominated by the Board in Section 20.1.3.

## 28 Dissolution of the Club

28.1 The Club may cease its activities and have its incorporation cancelled in accordance with the Act if the Members resolve by Special Resolution that The Club will:

28.1.1 apply to the Commissioner for cancellation of its incorporation; or

28.1.2 appoint a liquidator to wind up its affairs.

28.2 The Club must be wound up under Section 28.1 and Part 9 of the Act before cancellation can take place if it has outstanding debts or any other outstanding legal obligations, or is a party to any current legal proceedings.

28.3 Upon cancellation of The Club, the Surplus Property must only be distributed to an incorporated association under the Act;

## **29 Financial Year**

29.1 The financial year will commence on 1 July each year until the following 30<sup>th</sup> of June.