

CORPORATIONS ACT 2001  
Tallwoods Golf Club Limited  
(A Public Company Limited by Guarantee and not having a Share Capital)

CONSTITUTION of  
TALLWOODS GOLF CLUB LIMITED  
(ACN ... .. )

**1. Preamble**

The Tallwoods Golf Club Limited (“Club”) has been formed as a consequence of a decision of the members of the Tallwoods Golf Players Club Inc and the members of Tallwoods Village Golf Club Limited to combine and create a new, separate entity for the mutual benefit of all Members of the Club. All members of the Tallwoods Village Golf Club Limited and of the Tallwoods Golf Players Club Inc are entitled to become inaugural Members of the Club.

**2. Company**

2.1 The name of the Company (also referred to herein as the “Club”) is Tallwoods Golf Club Limited (ACN ... ..).

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

**3. Definitions**

3.1 Unless the context or subject matter otherwise requires:-

“**Act**” means the *Corporations Act 2001*. When any provision of the Act referred to in this Constitution is revised the reference is to that provision as revised. Unless the contrary intention appears expressions defined in the Act or any revision thereof become binding on the Club and shall have the meaning so defined.

“**Annual Golf Course Playing Fee**” means any payment, fee or charge payable by Members or prospective Members or residents of the Tallwoods Village estate to the owners, as they be from time to time of the Golf Course, which entitles such Members or prospective Members or residents to access the Golf Course.

“**Board**” means the Members for the time being of the Board of Directors of the Club constituted in accordance with this Constitution.

“**By-Laws**” means the Rules, other than the Constitutional rules and By-Laws of the Club.

“**Club Premises**” means that area or areas designated as such by the Board.

“**Club**” means Tallwoods Golf Club Limited (ACN ... ..)

“**Club Notice Board**” means a board designated as such on which notices for the information of Members are posted.

**“Constitution”** means the Constitution of the Tallwoods Golf Club Limited as it may be properly amended from time to time.

**“Director”** means a Member of the Board.

**“Fees”** means levies, charges, subscriptions, membership fees, entrance fees, monies due and monies payable to the Club by a member or a potential or prospective member. Unless the context shows otherwise, the words meaning Fees are interchangeable to the extent that it is convenient and proper to do so.

**“Financial Member”** means a Member as defined in clause 3.2 herein.

**“General Meeting”** includes the Annual General Meeting.

**“Golf Course”** means the golf course or courses that the Club enters into arrangements with to allow the Club and its Members to play golf and to arrange its own golf tournaments.

**“Writing”** and **“Written”** includes printing, typing, lithography and other modes of representing or reproducing words or symbols, including electronic modes, in visible form in the English language.

**“Manager”** includes the general manager of the Club, the Secretary, the Treasurer, the acting Secretary or other designated person when acting as the Manager. Only one person shall act as Manager at any one time.

**“Member”** includes an Ordinary Member, Life Member, Junior Member, Social Member or any other category of Member.

**“Month”** means calendar month.

**“Officer”** includes the President, the Captain, the Secretary/Treasurer, the Ladies President, and members of the Board but does not include the auditor.

**“Ordinary Member”** means a Member of the Club other than a Life Member, Residential Business Member, Country Member, Corporate Member, Junior Member, Social Member or any other category of Member of the Club. An Ordinary Member is a full Member.

**“Registered Address”** means the registered address of a Member which shall be either his residential or postal address as notified to the Club.

**“Registered Office”** means the registered office of the Club.

**“Rules”** means the rules of the Club.

**“Clubs Act”** means the Registered Clubs Act 1976 (NSW). When any provision of the Clubs Act referred to in this Constitution is revised, the reference is to that revision. Unless the contrary intention appears, expressions defined in the Clubs Act or any revisions thereof become binding on the Club and shall have the meaning so defined.

**“Secretary”** means the Secretary or the Secretary/Treasurer.

**“Special Resolution”** has the meaning assigned thereto by the Act.

**“Tallwoods Village”** means the land owned or previously owned by Tallwoods Pty Limited (ACN 071 832 187) at Hallidays Point in the County of Gloucester, Parish of Beryan and Local Government Area of Greater Taree.

**“Treasurer”** means Treasurer or Secretary/Treasurer.

**“Voting Member”** means a Member who under this Constitution is entitled to vote on any matter at a General Meeting.

3.2 A Member shall be deemed not to be a Financial Member at the date of a Meeting at which only Financial Members may attend:

- (i) if at the expiration of thirty (30) days from the due date his Annual Golf Course Playing Fee or any part thereof payable at that date remains unpaid; or
- (ii) if any money (other than the Annual Golf Course Playing Fee) owing by him to the Club remains unpaid at the expiration of thirty (30) days from service on him of a notice from the Club requiring payment thereof; and

in either case he shall be and remain unfinancial until payment in full of the amount owing and after such payment he shall be a Financial Member. A Member will be deemed to be a Financial Member if the Member is not in breach of any of the obligations in this clause.

3.3 Words importing the singular also include the plural and vice versa and the masculine gender includes the feminine gender and vice versa.

3.4 The replaceable rules, which are contained in the Act, are hereby excluded to the extent allowed by law and shall not apply to the Club except insofar as they are repeated or contained in this Constitution.

#### **4. Interpretation**

4.1 A decision of the Board on the construction or interpretation of this Constitution or any By-Laws or Rules of the Club made pursuant to this Constitution or on any matter arising thereout shall be conclusive and binding on all Members of the Club, subject to that construction or interpretation being varied by the Members of the Club in a General Meeting or by a Court of competent jurisdiction.

4.2 This Constitution is subject to the Act and the Clubs Act, to the extent that the Clubs Act applies to the circumstances of the Company. To the extent that any of the provisions contained in this Constitution are inconsistent with the Act and the Clubs Act and might prevent the Club from being registered under these Acts, those provisions shall be inoperative and be of no effect.

#### **5. Objects**

5.1 The Club is established for the objects set out in this Constitution.

5.2 The objects are:-

- (i) to promote and conduct the game of golf;

- (ii) to raise money by application fees, subscriptions, debentures and other charges or levies payable by Members and to grant rights and privileges to Members;
- (iii) to promote and hold either alone or jointly with any other Association, Club or person, golf meetings and golf competitions;
- (iv) to offer, or give any prize money, prize credits or vouchers and expenses whether for Members or other persons and to promote, give or support dinners, balls, concerts and other like entertainments provided that no Member of the Club or other person will receive any prize, medal, award or distinction except as a successful competitor at a meeting or competition held or promoted by the Club;
- (v) to affiliate with the New South Wales Golf Association, Golf Australia or any other association or body related to golf and formed for the purpose of promoting or controlling golf. Such affiliation is to be at the discretion of the Board.
- (vi) to make donations for charitable, benevolent or patriotic purposes or other purposes deemed convenient to achieve the Objects of the Club;
- (vii) to do all other such lawful things as are incidental or conducive to the welfare of the Club, in its quest to promote for the benefit of its Members, the game of golf;
- (viii) to enter into contracts of insurance for the benefit of the Club and its Members;
- (ix) to enter into commercial contracts for the benefit of the Club and its Members;
- (x) to invest and deal with any money of the Club not immediately required for the purposes of the Club as may be deemed fit from time to time;
- (xi) to promote excellence and just and honourable practices in the game of golf and to suppress malpractices;
- (xii) to obtain from the owners of the Golf Course binding agreements giving the Club reasonable certainty as to the tenure of the Club's right to use the Golf Course for the reasonable purposes of the Club.

## **6. Registered Clubs Act**

6.1 The Club is a non-proprietary club.

6.2 Subject to the provisions of sections 10(6) and 10(6A) of the Clubs Act, a Member of the Club, whether or not that Member is a Member of the Board, or a Member of any committee of the Club, is not entitled under the rules of the Club, or otherwise, to derive by any means any profit, benefit or advantage from the Club that is not equally available to every ordinary Member of the Club.

6.3 Subject to the provisions of section 10(1)(j) and 10(7) of the Clubs Act, a person, other than the Club or its Members is not entitled under the rules of the Club or otherwise to derive by any means any profit, benefit or advantage from the grant to the Club of, or the fact that the Club has applied for a certificate of registration under the Clubs Act or from any added value that may accrue to the premises of the Club because of the grant to the Club of, or the fact that the Club has applied for such a certificate.

- 6.4 Neither an Officer, an employee, a Board Member, a committee member or a Member shall receive by any means, any payment or profit calculated by reference to the quantity of liquor purchased, supplied, sold or otherwise disposed of by the Club or the receipts of the Club for any liquor supplied or disposed of by the Club.
- 6.5 No employee of the Club shall vote or be entitled to vote at any meeting of the Club or of the Board or at any election of the Board or hold office as a Member of the Board.
- 6.6 Any profits or income of the Club shall be applied only to the promotion of the objects of the Club and shall not be paid to or otherwise distributed amongst Members of the Club.
- 6.7 Liquor must not be sold, supplied or disposed of on the premises of the Club to any person other than a Member except on the invitation of, and in the company of a Member, provided that this paragraph does not apply in respect of the sale, supply or disposal of liquor to any person at a function in respect of which an authority is granted to the Club under section 23 of the Clubs Act.
- 6.8 Liquor must not be sold, supplied or disposed of on the premises of the Club to any person under the age of 18 years.
- 6.9 A person under the age of 18 years must not use or operate poker machines on the premises of the Club.
- 6.10 Voting by proxy is not permitted at any election of the Board, at any meeting of the Board, at any Meeting of a committee of the Club or at any General Meeting.

## **7. Membership**

- 7.1 The number of Members of the Club is declared not to exceed 1,200, excluding Social Members, but the Board may from time to time register an increase or decrease in the number of Members.
- 7.2 Membership classes shall not be reduced except by Special Resolution, however the Board may at its discretion, declare new classes of Membership from time to time.
- 7.3 Membership of the Club shall be divided into the following classes:
  - (i) Ordinary Members;
  - (ii) Life Members;
  - (iii) Residential Business Members;
  - (iv) Country Members;
  - (v) Corporate Members;
  - (vi) Junior Members;
  - (vii) Social Members.

All Members regardless of class shall be bound by this Constitution and the By-Laws of the Club which are in force from time to time.

- 7.4 No person under the age of eighteen (18) years shall be admitted as a Member of the Club other than as a Junior Member and no liquor shall be sold or supplied to any such person and no Junior Member account shall be permitted to be operated in debit.
- 7.5 Applicants for Membership who have not yet attained the age of eighteen (18) years shall be proposed and seconded by appropriate Members who have attained the age of eighteen (18) years.
- 7.6 **Ordinary Members** - Any person wishing to apply to be an Ordinary Member of the Club shall be proposed and seconded by a member of the Board, an Ordinary Member or a Life Member. An application for Membership shall be signed by the applicant and his proposer and seconder. The application shall be made using such form as may be prescribed from time to time by the Board.
- (i) The application for Ordinary Membership is to be accompanied by the amount of any levies or other Club charges as determined by the Board together with satisfactory evidence of payment of the Annual Golf Course Playing Fee to the Golf Course owners.
  - (ii) The Board may reject any application for Ordinary Membership without having to give any reasons. The Manager shall return to the person whose application was rejected the amount of the entrance fee lodged with the application.
  - (iii) An Ordinary Member has all available rights and privileges of Membership of the Club including full voting rights.
- 7.7 **Life Members** - Life Members will initially consist of those Members that have been approved as Life Members of their respective former clubs. Life Membership may, in the future, be conferred upon an Ordinary Member of the Club who has rendered outstanding service to the Club.
- (i) To be eligible for Life Membership a Member must be nominated by an Ordinary Member of the Club and seconded by another Ordinary Member. The nomination shall then be forwarded to the Board for approval. If such nomination is approved by the Board the nomination shall be referred to the next General Meeting of the Club and if such nomination is approved at such General Meeting the person nominated shall become a Life Member.
  - (ii) Life Members shall have all available rights and privileges of Membership of the Club and shall only be required to pay any levies or Club charges or Fees as determined by the Board and provide evidence that any Fees or charges required to be paid to the Golf Course owners have been paid. Life Members shall have full nomination and full voting rights.
- 7.8 **Residential Business Members** – Any Member wishing to apply to be a Residential Business Member of the Club shall be proposed and seconded by a member of the Board, an Ordinary Member or a Life Member. An application for Membership shall be signed by

the applicant and his proposer and seconder. The application shall be made using such form as may be prescribed from time to time by the Board.

- (i) The application for Residential Business Membership is to be accompanied by the amount of any levies or other Club charges as determined by the Board together with satisfactory evidence of payment of the Annual Golf Course Playing Fee to the Golf Course owners.
- (ii) The Board may reject any application for Residential Business Membership without having to give reasons. The Manager shall return to the person whose application was rejected the amount of any levies or fees lodged with the application.
- (iii) A Residential Business Member is categorised as an owner of a residential allotment in the Tallwoods Village estate whose property is leased to tenants. A Residential Business Member is entitled to social and playing privileges of the Club. Provided that the Residential Business Member is not using the Golf Course facilities up to six (6) of the Member's tenants may use the Golf Course facilities after paying the prescribed playing fees.
- (iv) A Residential Business Member shall not be entitled to take part in the management and affairs of the Club or vote at meetings of the Club however will be entitled to receive notices of meetings and attend such meetings without the right to participate in debates at such meetings. Notwithstanding this sub-clause, a Residential Business Member shall be entitled, by Written nomination to nominate a designate of the Residential Business Member who shall be entitled to all available rights and privileges of Membership of the Club including full voting rights. There shall only be one (1) nominated designate. Nominated designates may not be changed for a period of 12 months after nomination. If a nomination is withdrawn by the Residential Business Member, then that designate ceases to be entitled to privileges allowed to him whilst he was a designate.
- (v) A Residential Business Member may, as vacancies occur, be admitted or re-admitted to other categories of Membership by the Board upon such conditions and upon payment of such levies and other Club charges or fees applicable to such category as from time to time be determined.

7.9 **Country Members** – Any person wishing to apply to be a Country Member of the Club shall be proposed and seconded by a member of the Board, an Ordinary Member or a Life Member. An application for Membership shall be signed by the applicant and his proposer and seconder. The application shall be made using such form as may be prescribed from time to time by the Board.

- (i) The application for Country Membership is to be accompanied by the amount of any levies or other Club charges as determined by the Board together with satisfactory evidence of the payment of the Annual Golf Course Playing Fee to the Golf Course owners. The application shall also contain such evidence as the Club may reasonably require establishing that the applicant's principal place of residence is 100km or more from the Tallwoods Village.
- (ii) The Board may reject any application for Country Membership without having to give any reasons. The Manager shall return to the person whose application was rejected the amount of any levies, Fees or other charges lodged with the application.

- (iii) A Country Member will be entitled to all the playing and social privileges and advantages for which the Club is established and which the Club offers from time to time except for golf where the number of green fee free rounds is limited to 12 per annum or such other number of rounds as the Board may establish from time to time. A Country Member will not be entitled to take part in the management and affairs of the Club or vote at Club meetings but will be entitled to receive notices of such meetings and attend such meetings without the right to participate in debate at such meetings.
- (iv) When a Country Member ceases to have his principal place of residence 100 or more km from Tallwoods Village he will immediately cease to be a Member of the Club. Country Members may, at the discretion of the Board, apply for other categories of Membership upon completing the requirements associated with applying for the relevant class of Membership.

**7.10 Corporate Members** – Any corporation wishing to apply to be a Corporate Member of the Club shall be proposed and seconded by a member of the Board, an Ordinary Member or a Life Member. An application for membership shall be signed on behalf of the applicant and by its proposer and seconder. The application shall be made using such form as may be prescribed from time to time by the Board.

- (i) The application for Corporate Membership is to be accompanied by the amount of any levies or other Club charges as determined by the Board together with satisfactory evidence of payment of the Annual Golf Course Playing Fee to the Golf Course owners.
- (ii) The Board may reject any application for Corporate Membership without having to give any reason. The Manager shall refund to the entity whose application was rejected, the amount of any levies or Fees lodged with the application.
- (iii) Corporate Members shall not be entitled to take part in the management or affairs of the Club or vote at meetings of the Club. Corporate Members however may nominate up to four (4) designates, being natural person, of the corporation in any continuous 12 month period. One (1) designate shall be nominated as a special designate and the remainder as ordinary designates.
- (iv) The special designate shall on behalf of the Corporate Member, be entitled to all available rights and privileges of membership of the Club including full voting rights. Regardless of the number of designates, to a maximum of four (4) of a Corporate Member, there shall only be one special designate who shall be entitled to the rights and privileges referred to herein. All designates, subject to the Rules, may play on and enjoy the facilities of the Golf Course.
- (v) Nominated designates may not be changed for a period of 12 months after their nomination. If a nomination is withdrawn by the Corporate Member, then that designate ceases to be entitled to the privileges allowed to him whilst he was a designate.

**7.11 Junior Members** - A Junior Member shall mean a person between the age of twelve (12) years and eighteen (18) years who has been elected a Junior Member in accordance with this Constitution. Any person wishing to apply to be a Junior Member shall be proposed and seconded by a member of the Board, an Ordinary Member or a Life Member. An

application for Membership shall be signed by the applicant and his proposer and seconder and shall be in such form as may be prescribed by the Board from time to time.

- (i) A Junior Member shall be entitled only to such playing rights and privileges and to use such portion of the Club Premises upon such conditions and at such times as the Board shall from time to time determine.
- (ii) A Junior Member shall not be entitled to take part in the management and affairs of the Club or vote at meetings of the Members of the Club, however will be entitled to receive notices of meetings and attend such meetings without the right to participate in debate at such meetings.
- (iii) Upon attaining the age of eighteen (18) years a Junior Member may on his own application be elected by the Board to Ordinary Membership of the appropriate category and unless so elected he shall ipso facto cease to be a Member of the Club.
- (iv) The proposer and seconder of a Junior Member shall be responsible for any default in the payment of the Annual Golf Course Playing Fee and any levies or charges required to be paid to the Club, all expenses incurred by the Junior Member and the good behaviour of the Junior Member.

**7.12 Social Members** - A Social Member shall mean a person who has been elected as a Social Member in accordance with this Constitution and has paid the annual fee applicable to this category of Membership.

- (i) A Social Member shall be entitled to all the social privileges of the Club but shall only be entitled to the use of the Golf Course to play as determined from time to time by the Board, including pay the appropriate fee determined by the Board from time to time. The Board's determination is subject always to any determination by the owners of the Golf Course.
- (ii) A Social Member shall not be entitled to take part in the management and affairs of the Club or vote at meetings of the Members of the Club, however will be entitled to receive notices of meetings and attend such meetings without the right to participate in debate at such meetings.
- (iii) An Ordinary Member of the Club may transfer to Social Membership at any time provided however that no refund of levies or other Club charges or Fees shall occur if any transfer from that other category of Ordinary Membership to Social Membership takes place during the currency of the Club's financial year.
- (iv) A Social Member may, as vacancies occur, be admitted or readmitted to the category of Ordinary Membership by the Board upon such conditions and upon payment of such levies or other Club charges or Fees applicable to such category of Ordinary Membership (including the provision of satisfactory evidence of payment of the Annual Golf Course Playing Fee) as may from time to time be determined.

## **8. Cessation of Membership**

8.1 An Ordinary Member or Social Member may at any time resign as a Member of the Club by giving a notice in writing to the Secretary. That Member shall continue to be liable for any

unpaid Fees or other levies and shall continue to be liable for the debts and liabilities of the Club which exist at that time up to the amount of ten dollars (\$10.00).

- 8.2 If any Member refuses or neglects to comply with the provisions of this Constitution or the By-Laws of the Club or if the Board is of the opinion that the Member is guilty of any conduct considered to be unbecoming or prejudicial to the interests of the Club including but not limited to the offences referred to in this Constitution, that Member may be suspended or expelled by a resolution of the Board.
- 8.3 The Board shall not suspend or expel a Member unless:
- (i) that person has been given not less than fourteen (14) days' notice in writing prior to the meeting of the Board advising the Member of the ground or grounds upon which the Member is likely to be suspended or expelled;
  - (ii) that Member is given an opportunity of making any oral or written submissions to the Board as to the reasons why the Member should not be suspended or expelled within fourteen (14) days of the issue of the notice referred to in clause 8.3(i) herein; and
  - (iii) a resolution under this Clause must be passed by a majority of votes comprising not less than two-thirds of the members of the Board present at that meeting.

The decision of the Board to suspend or expel a Member shall be final.

- 8.4 In addition to the above grounds for suspension or expulsion should any Member place the Club in debt (which is not otherwise covered by this Constitution) and fail to promptly discharge the debt upon request, that Member may also be liable to suspension or expulsion.
- 8.5 When a Member ceases to be a Member of the Club (for any reason) the Member automatically loses all rights associated with being a Member of the Club.
- 8.6 If any levies, Fees or charges payable by any Member are not paid within a period of thirty (30) days from the date upon which they fall due for payment, the Manager may give to the Member in default fourteen (14) days' written notice within which such Fees must be paid and if the same shall not have been paid within the time limit in such notice the defaulting Member shall be excluded from all privileges of Members and his name shall be removed from the Register of members by the Board and will cease to be a Member. Any person so ceasing to be a Member may reapply for Membership of the Club in accordance with the provisions of this Constitution. Any Member suspended shall also automatically lose all privileges associated with being a Member of the Club during any such suspension but shall nevertheless be required to pay all monies due to the Club notwithstanding the suspension.

## **9. Register of Members**

- 9.1 Every Member shall immediately notify the Secretary in writing of any change in his residential address or postal address or email address or telephone number.
- 9.2 The Secretary shall keep on the Club's premises these Registers:
- (i) Register of Ordinary Members;

- (ii) Register of Life Members.
- (iii) Register of Residential Business Members;
- (iv) Register of Country Members
- (v) Register of Corporate Members;
- (vi) Register of Junior Members;
- (vii) Register of Social Members;

9.3 The Register of Ordinary Members shall contain these details:

- (i) the Member's name in full;
- (ii) his residential address;
- (iii) his postal address, email address and telephone number;
- (iv) the date upon which the Member was elected an Ordinary Member of the Club; and
- (v) the date upon which the Member last paid any levies, charges or Fees due.

9.4 The Register of Social Members shall contain these details:

- (i) the Member's name in full;
- (ii) the Member's residential address;
- (iii) his postal address, email address and telephone number;
- (iv) the date on which the Member was elected a Social Member of the Club; and
- (v) the date on which the Member last paid any levies, charges or Fees due.

9.5 The Register of Junior Members shall contain these details:

- (i) the Member's name in full;
- (ii) the Member's residential address;
- (iii) his postal address, email address and telephone number;
- (iv) the Member's date of birth;
- (v) the date on which the Member was elected a Junior Member of the Club; and
- (vi) the date on which the Member last paid any levies, charges or Fees due.

9.6 The Register of Life Members shall contain these details:

- (i) the Life Member's name in full;
- (ii) the Life Member's residential address;
- (iii) his postal address, email address and telephone number;
- (iv) the date on which the Member was elected as a Life Member of the Club; and
- (v) the date upon which the Member last paid any levies, charges or Fees due.

9.7 The Register of Country Members shall contain these details:

- (a) the Member's name in full;
- (b) the Member's residential address;
- (c) his postal address, email address and telephone number;
- (d) the date on which the Member was elected a Country Member of the Club; and
- (e) the date on which the Member last paid any levies, charges or Fees due.

9.8 The Register of Residential Business Members shall contain these details:

- (a) the Member's name in full;
- (b) the Member's residential address;
- (c) his postal address, email address and telephone number;
- (d) the date on which the Member was elected a Residential Business Member of the Club; and
- (e) the date on which the Member last paid any levies, charges or Fees due.

9.9 The Register of Corporate Members shall contain these details:

- (a) the Member's name in full;
- (b) the Member's residential address;
- (c) his postal address, email address and telephone number;
- (d) the date on which the Member was elected a Corporate Member of the Club; and

(e) the date on which the Member last paid any levies, charges or Fees due.

## **10. Guests**

- 10.1 All Members of the Club shall have the right to invite a guest or guests to accompany them at events conducted by the Club.
- 10.2 "Guest" means a person who accompanies a Member and that Guest will comply with all the rules and regulations applicable to Members.
- 10.3 The Member who invited the Guest shall be responsible for the conduct and behaviour of that Guest.
- 10.4 The Board shall have power to make By-Laws from time to time regarding the conduct, playing rights for the Golf Club, if any, of Guests and any applicable fee for such playing rights provided that they are not inconsistent with this Constitution or the Act.

## **11. Voting**

- 11.1 Every Member who is eligible to vote shall, both on a show of hands, and on the taking of a poll, have one vote.
- 11.2. Every Member who is eligible to vote shall be entitled to propose and second motions at General Meetings of the Club.
- 11.3 No Member shall be entitled to attend or vote at any meeting of the Club unless he is a financial Member.
- 11.4 No Member of the Club who is also a servant of the Club shall be eligible to vote at any meeting of the Club nor shall any Member who is also a servant of the Club be entitled to hold office as a Member of the Board of the Club.
- 11.5 Voting by proxy is not permitted.

## **12. Fees, Levies and other Charges**

- 12.1 The entrance Fees and other fees, levies or charges payable by any class of Member, the times and manner of payment thereof and all other matters relating thereto not specifically provided for in this Constitution shall be such as shall from time to time be determined by the Board.
- 12.2 Fees, levies and other charges due for Members shall be payable annually in advance or otherwise as determined by the Board from time to time.
- 12.3 Fees, levies and other charges shall fall due on the first day of July of each year unless determined otherwise by majority decision of the Board.

12.4 The Board may at its discretion fix a charge for the use of property or services of the Club by its Members and may at any time amend or remove such charge or charges.

### **13. Offences**

13.1 It shall be an offence for a Member, his guest or a servant of the Club to:

- (i) be adversely under the influence of liquor or bring liquor on to the Club's premises without permission;
- (ii) use objectionable or obscene language;
- (iii) damage Club property;
- (iv) remove any item of Club property without the written approval of the Board;
- (v) enter or remain on the Club Premises at times not allowed by law or when the Club is otherwise closed;
- (vi) disregard any instructions or direction from a Member of the Board;
- (vii) infringe the By-Laws of the Club;
- (viii) disturb or cause offence to any Member or Members of the Club which is prejudicial to the good order of the Club or the comfort or welfare of any such Member or Members;
- (ix) participate in or organise any game of chance not permitted by law;
- (x) remove liquor from the Club Premises except when there is the sale of packaged liquor allowed by law;
- (xi) sell or supply liquor to any person under 18 years of age;
- (xii) act in a manner contrary to the Objects of the Club;
- (xiii) act in a manner that is likely to bring the actor or the Club or the game of Golf into disrepute.

### **14. Management**

14.1 The management of the Club and the custody and control of its funds and property shall be vested in the Board of the Club.

14.2 The Board shall consist of not less than four (4) nor more than (8) eight Ordinary Members who shall include the President, the Captain, the Secretary/Treasurer, the Lady President and such other Members who shall be duly appointed from time to time in accordance with this Constitution.

14.3 The members of the Board shall be elected by ballot of the Members who are entitled to vote in accordance with the provisions of this Constitution, in the following manner:

- (i) The Board shall be elected annually at the Annual General Meeting of the Club.
- (ii) Except as hereinafter provided, nominations for election to the Board shall be made in writing signed by two (2) Members of the Club who are entitled to nominate, in accordance with the provisions of this Constitution. The nomination shall be signed by the nominee and shall state the office or offices for which the nominee is nominated and be delivered to the Secretary at least fourteen (14) clear days before the date of the Annual General Meeting. The proposer, seconder and nominee shall be Financial Members of the Club at the time such nomination is signed. The Secretary shall forthwith post notification of such nominations on the Notice Board.
- (iii) Members eligible for election to the Board may be nominated for more than one office and in the event of the Member being elected to a more senior office than that Member shall be deemed to have been eliminated from candidature for election to the more junior office. For the purpose of this Constitution the order of seniority of Officers shall be; President, Captain, Secretary/Treasurer, Lady President, other Board members.
- (iv) If the number of candidates duly nominated for any office does not exceed the number required to be elected, the candidate or candidates nominated shall be declared elected at the Annual General Meeting.
- (v) If no or insufficient nominations be received for any offices the candidate or candidates, if any, nominated shall be declared elected at the Annual General Meeting and nominations may, with the consent of the nominee, be made orally at the Meeting for the vacancies then remaining. If more than the required number of candidates is nominated for such vacancies an election by ballot for such vacancies remaining shall be held in accordance with the provisions contained in this clause.
- (vi) If the number of candidates nominated shall exceed the number required to be elected, a ballot shall be taken as provided by the By-laws and until so provided, shall be determined by the Board provided that the ballot shall be counted by a Returning Officer and at least three (3) scrutineers appointed by the Board. A candidate for any position shall not be appointed a Returning Officer or as a scrutineer. In the event of equality of votes in favour of two or more candidates the Chairman of the Meeting shall draw lots between the candidates having an equality of votes so as to ensure the election of the necessary number to fill the vacancies.

14.4. At each subsequent Annual General Meeting all members of the Board shall retire but shall be eligible for re-election. The election of the members of the Board each year shall take place in the manner provided for in this Constitution.

## **15. Powers and Duties of the Board**

15.1 The business and general affairs of the Club shall be under the management of the Board which shall have full control of the property and the administration of all the affairs and business of the Club except for any matter expressly provided for in this Constitution. In

particular but without derogating from the general power given to the Board it shall have power from time to time.

- (i) to appoint from among its Members or from any Members of the Club, subcommittees for any purpose whatsoever which from time to time it may think desirable and to delegate to any such subcommittee such powers as it may think fit;
- (ii) to make such By-Laws as in the opinion of the Board are necessary for the proper control administration and internal management of the Club's affairs interests effects and property and for the convenience comfort and well being of the Members of the Club and to amend or rescind from time to time any such By-Laws;
- (iii) to enforce the observance of all By-Laws by expulsion or suspension of Members from enjoyment of Club privileges;
- (iv) to appoint any delegate or delegates to represent the Club for any purpose with such powers as may be thought fit;
- (v) to engage control and dismiss the Club's servants employees or paid officials;
- (vi) to appoint discharge and arrange the duties of the Manager;
- (vii) to purchase or otherwise acquire for the Club any property rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as it shall think fit provided that the sanction of a General Meeting of the Club must be obtained if the purchase or acquiring contemplated is for an amount over \$20,000;
- (viii) to secure the fulfillment of any contracts or engagements entered into by the Club by mortgaging or charging all or any of the property of the Club as may be thought fit, provided that the sanction of a General Meeting of the Club must be obtained if securing the fulfillment of any contract or engagement contemplated would create a liability to the Club over \$20,000;
- (ix) to institute conduct defend compound or abandon any legal proceedings by or against the Club or its Officers or otherwise concerning the affairs of the Club and also to compound or allow time for payment and satisfaction of any debts due to and any claims or demands by or against the Club;
- (x) to determine who shall be entitled to sign or endorse on the Club's behalf contracts receipts acceptances cheques bills of exchange promissory notes and other documents or instruments;
- (xi) to invest and deal with any of the moneys of the Club;
- (xii) from time to time to borrow or secure the payment of any sum or sums of money for the purposes of the Club and to raise or secure the payment of such sum or sums of money for the purposes of the Club to raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as it shall think fit and in particular by the issue of debenture or debenture stock perpetual or otherwise and whether charged upon all or any of the Club's property both present and future or not so charged by any mortgage charge or other security upon or over

all or any part of the Club's property both present and future. Any debentures or other securities may be issued with any special rights and privileges which the Board may think proper to confer on the holders;

- (xiii) to sell exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels belonging to the Club and let the property of the Club and with the sanction of a General Meeting of the Club to lease demise exchange or sell all or any of the lands and buildings or other property or rights of the Club;
- (xiv) to fix the maximum number of each class of Member who may be admitted to the Club;
- (xv) to repay actual out-of-pocket expenses incurred by any Member of the Board which were first authorised by the Board before they were incurred by the Member of the Board;
- (xvi) to comply with any contractual obligations of the Club to a third party, including those that may relate to the running of the Club.

## **16. Meetings of the Board**

- 16.1 The Board shall meet not less than six times in each financial year for the transaction of business. The names of the members of the Board present and voting and Minutes of all resolutions or proceedings of the Board shall be recorded by the Manager in an appropriate book kept for this purpose. The quorum for any meeting of the Board shall be four.
- 16.2 The President of the Club shall, if present, preside at and chair all meetings of the Board. In the President's absence, the Captain shall preside and chair and in the event of both President and Captain being absent the meeting shall elect a Member of the Board to chair the meeting. The Member chairing a meeting shall have a casting vote, if required.
- 16.3 The President or Captain must at any time upon the request of not less than two (2) members of the Board schedule a special meeting of the Board within 2 days of the request and convene the special meeting within 5 days of the request.
- 16.4 A resolution in Writing signed by all the members of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted.

## **17. Casual Vacancies**

- 17.1 Where any casual vacancy occurs on the Board, the Board shall have power, to fill such vacancy at a meeting of the Board and the person so appointed shall thereafter hold office.

## **18. Removal of Board members**

- 18.1 Subject to the provisions of this Constitution the Members in General Meeting may by ordinary resolution remove any Member or members of the Board or the whole of the Board before the expiration of his or their period of office and may by ordinary resolution appoint another person or persons in his or their stead. Any person so appointed shall

hold office during such time only as the person in whose place he is appointed would have held the same if he had not been so removed.

18.2 The office of President, Captain, Secretary/Treasurer or a Member of the Board shall ipso facto be vacated:

- (i) if he is convicted of an offence under the Act or is made bankrupt;
- (ii) if he be declared a mentally ill person or an incapable person within the meaning of the Mental Health Act 1990;
- (iii) if he is absent from meetings of the Board for a continuous period of three (3) calendar Months without leave of absence from the Board and the Board resolves that his office be vacated;
- (iv) if by notice in Writing to the Club he resigns his office;
- (v) if he becomes prohibited from being a Member of the Board by reason of any order made under the Act;
- (vi) if he ceases to be a Member of the Club;
- (vii) if in the opinion of two thirds of the Board, he brings the Club, himself or the game of Golf into disrepute

18.3 No Officer shall be disqualified by reason of his office from contracting with the Club either as vendor or purchaser or otherwise nor shall any such contract or contracts or arrangements entered into by or on behalf of the Club in which any Officer shall be in any way interested be avoided nor shall any Officer so contracted or being so interested be liable to account to the Club for any profit realised by any such contract or arrangement by reason only of such Officer holding that office or of the fiduciary relationship thereby established but in accordance with the provisions of the Act it shall be the duty of the Officer to declare the nature of his interest at a meeting of the Board of the Club and it shall be the duty of the Manager to record such declaration in the minutes of the meeting.

In the case of a proposed contract such declaration shall be made at a meeting of the Board at which the question of entering into the contract is first taken into consideration or if the Officer was not at the date of that meeting interested in the proposed contract at the next meeting of the Board held after he became so interested.

A general notice given to the Board by an Officer to that effect that he is a director or Member of a specified company or firm and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm shall be deemed to be a sufficient declaration of interest in relation to any contract so made.

An Officer so interested shall be counted in a quorum but shall not vote on any such contract or arrangements. An Officer shall not be deemed to be interested or to have been at any time interested in any contract or proposed contract relating to any loan to the Club merely by reason of the fact that he has guaranteed or joined in the Club merely by reason of the fact that he has guaranteed or joined in guaranteeing repayment of such loan or any part of such loan.

## **19. Officers' Entitlements**

19.1. Every Officer of the Club shall be entitled, subject to Board approval, to the following benefits:

- (i) a cash honorarium where such payment is approved by the Members in General Meeting;
- (ii) the provision of reasonable meals and drinks to members of the Board whilst on duty;
- (iii) the provision of blazers or suitable shirts (embroidered or printed with the Club logotype or other appropriate symbols) to members of the Board so that while on duty and on official occasions they can represent the corporate image of the Club;
- (iv) the reimbursement of the cost of members of the Board attending at Registered Clubs Association meetings, recognised golf association meetings and events, and educational industry meetings including the cost of meals, travel and accommodation;
- (v) the reimbursement of the cost of members of the Board attending formal functions to represent the Club including but not limited to functions and dinners conducted by the Registered Clubs Association in conjunction with its Annual General Meeting, recognised golf association meetings and events and the costs associated with the attendance of Board members' spouses where that attendance is expected or required;

The Members acknowledge that the benefits in the above are not available to Members generally but only for those who are Officers of the Club.

## **20 Annual General Meeting**

20.1 The Annual General Meeting of the Club shall be held no later than the last day of each October at such time as may be determined by the Board. At least twenty-eight (28) days' written notice of all meetings shall be given to each Member of the Club entitled to attend such meeting.

## **21. Extraordinary General Meeting**

21.1 All other meetings of the Club shall be called extraordinary General Meetings.

21.2 An extraordinary meeting may be called by the Board on giving not less than twenty-eight (28) days written notice to each Member of the Club then entitled to attend such meeting.

21.3 An extraordinary General Meeting shall be called by the Board on requisition of the lesser of 15% or 100 in number of Members entitled to vote in accordance with the provisions of this Constitution. On receipt of such a requisition the Board shall cause such meeting to be convened not less than thirty (30) days and not more than fifty-five (55) days of requisition. Not less than twenty-eight (28) days' written notice of such meeting shall be given to each Member of the Club entitled to attend such meeting.

## **22. Notice of General Meetings**

22.1 Every notice convening a meeting shall be in writing and shall specify the place the day and the hour of such meeting and such information concerning the business to be transacted as is required to be given by this Constitution and the Act.

22.2 The period of notice in respect of a meeting shall be as follows:

- (i) twenty-eight (28) days in respect of annual General Meetings.
- (ii) Twenty-eight (28) days in respect of extraordinary General Meetings convened for the purpose of passing a Special Resolution.

## **23. Quorum for Meetings**

23.1 At any meeting of the Club a quorum shall be not less than a total of twenty (20) Ordinary Members and Life Members. If a quorum be not present within fifteen (15) minutes of the time fixed for such meeting, it shall be adjourned to the same day in the next week at the same time and place provided however when such meeting has been convened on or by requisition of Members same shall be dissolved and not held on the adjourned date. If at the adjourned meeting a quorum is still not present within fifteen (15) minutes from the time fixed the Ordinary Members and Life Members present shall form a quorum.

## **24. Business Conducted at Annual General Meetings**

24.1. The business of the annual General Meeting shall be as follows:

- (i) to confirm the minutes of the previous annual General Meeting;
- (ii) to receive reports from the Board;
- (iii) to receive the financial statements of the Club for the previous financial year;
- (iv) to elect the members of the Board;
- (v) to appoint an auditor or auditors;
- (vi) to deal with any other business of which due notice has been given;
- (vii) all business and Notices of Motion which have been handed to the Manager not less than twenty-eight (28) days prior to the date of such meeting.

## **25. Procedure at the Club Meetings**

25.1 The President of the Club shall, if present, preside and chair at all Club meetings. In his absence the Captain shall preside and chair and in the event of the President and the Captain being absent, then the Board shall elect a Member of the Board to be Chairman of the meeting.

- 25.2 Every question or motion submitted to a meeting of the Club shall be decided firstly on a show of hands or if requested by fifteen (15) Ordinary Members or Life Members by a poll. In the case of equality of votes the Chairman shall have a casting vote.
- 25.3 At any Club meeting a declaration by the Chairman that a resolution has been carried or lost and an entry of that result in the Club Minute Book shall be conclusive evidence of the result.
- 25.4 The Chairman may with the consent of the Members present adjourn the meeting. However no business shall be transacted at any adjourned meeting other than the business left unfinished from the previous meeting. No notice has to be given for the adjourned meeting.
- 25.5 If a poll is demanded it shall be taken in the manner place and time as the Chairman of the meeting directs. The result of the poll may be declared at another time.
- 25.6 The demand of a poll shall not prevent the continuance of the meeting for the transaction of other business. No poll may be demanded on the election of the Chairman or the person to chair a meeting.

## **26. Minutes of Meetings**

- 26.1 The Manager shall keep proper Board minutes of:
- (i) appointment of Board members;
  - (ii) of all resolutions and proceedings at meetings of the Club;
  - (iii) of all resolutions and proceedings at meetings of the Board.

## **27. Financial Year**

- 27.1. The financial year of the Club shall be as determined by the Board.

## **28. Manager**

- 28.1. A Manager may be appointed by the Board at the discretion of the Board and on terms to be decided by the Board. The Manager shall:-
- (i) carry out all duties and instructions which the Board directs.
  - (ii) convene and if requested attend meetings of the Board and sub committees taking minutes of the business transacted and enter them in the minute book.
  - (iii) conduct, keep and produce the correspondence in connection with the Club.
  - (iv) keep on the Club Premises a Register of Members setting forth the names in full and addresses of all Members of the Club and the date of the latest payment by each Member of his subscription.

- (v) post on the Club Notice Board all notices required to be so posted either by this Constitution or as directed by the President or the Board.
- (vi) prepare and submit to the Board for approval the annual report of the Club's affairs for presentation to the Annual General Meeting.
- (vii) apply within the times prescribed for such registration and renewals required by statute or regulations made there under as are necessary for the business and carrying on of the Club and he shall comply with such rules and requirements of the New South Wales Golf Association as affect the Club.
- (viii) generally perform and carry out all the duties pertaining to the office of Manager for the benefit of the Club and its Members.

## **29. By-Laws**

29.1. The Board may from time to time make, alter and repeal all such By-Laws as it may deem necessary or expedient for the proper conduct and management of the Club or in any way in relation thereto and in particular, but not exclusively it may make By-Laws to regulate:

- (i) such matters as it is specifically empowered to do by this Constitution;
- (ii) the general management, control and trading activities of the Club;
- (iii) the control and management of the Club premises;
- (iv) the management and control of play and dress of Members on the Golf Course;
- (v) the control and management of all competitions;
- (vi) the conduct of Members;
- (vii) the privileges to be enjoyed by Members;
- (viii) the conduct between the Members and Club staff and the owners of the Golf Course and the owner's staff;
- (ix) unless otherwise prescribed by this Constitution the Fees, levies or charges payable by Members and their guests for use of the Club's facilities;
- (x) generally all such matters as are commonly the subject matter of Club rules or By-Laws or which by this Constitution are not reserved for decision by the Club in General Meetings.

29.2 Any By-Laws made under this Constitution shall come into force and have the full authority of a By-Law of the Club on being posted upon the Club Notice Board.

## **30. Accounts and Audit**

30.1 The Board shall cause proper accounts and books to be kept with respect to:

- (i) all sums of money received and expended by the Club and the matters in respect of which the receipt and expenditure takes place;
  - (ii) all sales and purchases of goods by the Club;
  - (iii) all assets credits and liabilities of the Club;
  - (iv) all such other matters in respect of which the Board considers it proper to keep records.
- 30.2 The accounts shall be kept at the Registered Office of the Club or at such other place as the Board thinks fit and shall always be open to the inspection of members of the Board.
- 30.3 The Board shall comply with the provisions of the Act for annual returns and once in every year cause to be prepared a balance sheet as at the end of the Club's financial year and an income and expenditure account made up to the end of the financial year which balance sheet and income and expenditure account shall together with the report of the Board and the auditor's report be prepared before the Annual General Meeting of the Club as provided in this Constitution.
- 30.4 The report of the Board shall include statements showing:
- (i) the amount (if any) written off for depreciation:
  - (ii) the amount (if any) which the Board proposes to transfer to the reserve fund of the club;
  - (iii) the number of Members of the Club at the date of the preparation of the report;
  - (iv) the names of the Directors
- 30.5 A copy of the balance sheet auditor's report and income and expenditure accounts accompanied by a copy of the report of the Board shall be posted to every ordinary Member at least twenty-eight (28) days before the date of the annual General Meeting at which the said accounts and reports are to be presented.

### **31. Auditors**

- 31.1 Auditors shall be appointed and their duties regulated in accordance with the Act.

### **32. Execution of Documents**

- 32.1 Documents shall be executed in accordance with the provisions of Section 127 of the Corporations Act 2001.

### **33. Notices**

- 33.1 A notice may be given by the Club to any Member either personally or by sending it by post to him to his Registered Address or by email or facsimile if the email or facsimile address is recorded on the membership register.
- 33.2 Where a notice is sent by post, service of the notice shall be effected by properly addressing, pre-paying and posting a letter containing the notice and such notice shall be deemed to have been received at the expiration of forty-eight (48) hours (weekends and public holidays excluded) after the letter containing same is posted or in any other case at the time at which the letter would have been delivered in the ordinary course of post.

### **34. Indemnity**

- 34.1 Every person who is or was an Officer of the Club may, if the Board so determines, be indemnified to the maximum extent permitted by law out of the property of the Club against any liability (other than a liability for legal costs) to another person incurred as such an Officer, except in relation to:-
- (i) A liability owed to the Club or a related body corporate; or
  - (ii) A liability for a pecuniary penalty under Section 1317G of the Act or a compensation order under Section 1317H of the Act, as such Sections exist or are varied from time to time; or
  - (iii) A liability that is owed to someone other than the Club or a related body corporate and did not arise out of conduct in good faith.
- 34.2 Every person who is or was an Officer of the Club may, if the Board so determines, be indemnified to the maximum extent permitted by law out of the property of the Club against any legal costs incurred as such an Officer except:-
- (i) in defending or resisting proceedings in which the person was found to have a liability for which the person could not be indemnified under Section 199A(2) of the Act; or
  - (ii) in defending or resisting criminal proceedings in which the person was found guilty; or
  - (iii) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a Liquidator for a Court order if the grounds for making the order are found by the Court to have been established; or
  - (iv) in connection with proceedings for relief to the person under the Act in which the Court denies the relief.
- 34.3 The Club shall pay a premium for a policy of insurance, insuring a person who is or was an Officer of the Club against a liability arising out of that person's conduct as such an Officer except in relation to:-
- (i) conduct involving a willful act of duty in relation to the Club; or
  - (ii) a contravention of Section 182 or 183 of the Act.

## **35. Winding Up**

- 35.1 The liability of the Members of the Club is limited.
- 35.2 Each Member of the Club undertakes to contribute to the assets of the Club in the event of the Club being wound up during the time that he or she is a Member, or within one year thereafter for payment of the debts and liabilities of the Club contracted before the time at which he or she ceases to be a Member and of the costs, charges and expenses of winding up the Club, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding ten (\$10.00) dollars.
- 35.3 If upon the winding up or deregistration of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the property must not be paid to or distributed among the Members of the Club but must be given up or transferred to some other institution or institutions that is or are carried on predominantly for the encouragement of a game or sport and which has or have objects similar to the objects of the Club and which prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Club under or by virtue of this Constitution. The institution or institutions will be determined by the Members of the Club at or before the time of registration or in default thereof by such Judge of the Supreme Court of New South Wales as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision, then that property will be given to some charitable object.

## **36. General**

- 36.1 This Constitution may only be amended by a resolution which is proposed as a Special Resolution and passed by three quarters majority of those Members entitled to vote at a General Meeting.
- 36.2 The Club shall provide a copy of the Constitution to any Financial Member, within 21 days of a Written request to the Club to provide the Member with a copy of the Constitution, provided the Member, if required by the Club, pays a fee for the copy of the Constitution. Any fee to be paid shall not exceed any fee prescribed by the Act for the supply of the document.