



THE BRISBANE GOLF CLUB INC.

Constitution



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The Brisbane Golf Club was incorporated 9 March 1987.

The latest amendments were passed at the Annual General Meeting in 2024.

1. INTERPRETATION

1.1 In this Constitution:

- (a) **Act** means the Associations Incorporation Act 1981, Queensland.
- (b) **Board** means management committee, as defined in the Act.
- (c) **Casual vacancy** on the Board, means a vacancy that happens when a Director of the Board resigns, dies or otherwise stops holding office.
- (d) **Constitution** means these Rules.
- (e) **Club Notice Board** means the notice board situated outside the Club's Office reception, or such other place as is there indicated.
- (f) **Digital communication tools** means the Club's website, email communications, mobile application and social media.
- (g) **Directors** means all Office Bearers and General Directors of the Board.
- (h) **Guest and visitors** shall have the meaning assigned in Section 81 of the Liquor Act 1992.
- (i) **They, their, themselves and themselves** can include equivalent singular of each respective term (eg. "they" can mean "he" or "she" "he and /or she").

1.2 The Act

A word or expression that is not defined in this Constitution, but is defined in the Act has, if the context permits, the meaning given by the Act.

The Act prevails if the Constitution is inconsistent with the Act—see section 1D of the Act.

Subsection 47 (i) of the Act shall not apply

1.3 Name

The name of the incorporated association shall be The Brisbane Golf Club inc. (in this Constitution called "the Club").

2. OBJECTS

The objects for which the Club is established are to:

- 2.1 provide a golf course or golf courses and a Clubhouse or Clubhouses;
- 2.2 apply for, obtain and hold a Golf Club Licence or equivalent under the provisions of the Liquor Act of 1992 as amended;
- 2.3 supply meals and refreshments;
- 2.4 provide all such things incidental to the playing of golf as the Board shall consider desirable;
- 2.5 provide such other pastimes and social activities as the Board may consider appropriate or the Club Members in a general meeting may direct; and
- 2.6 do all such other acts or things as are conducive or incidental to the abovementioned objects.

3. POWERS

The powers of the Club are to:

- 3.1 subscribe to, become a member of, and co-operate with, any other association, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Club, provided that the Club shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club under or by virtue of clause 41;
- 3.2 buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, in furtherance of the objects of the Club, for the Club Members, guests and visitors to the Club;
- 3.3 purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Club; provided that in case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- 3.4 enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club; to obtain from any such Government or Authority any rights, privileges and concessions which the Club may consider it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- 3.5 appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Club;
- 3.6 remunerate any person or corporation for services rendered, or to be rendered, and or in or about the Club or for promotion of the Club or in the furtherance of its objects;
- 3.7 construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Club's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- 3.8 invest and deal with the money of the Club not immediately required in such manner as the Club may from time to time think fit;
- 3.9 take, or otherwise acquire, and hold shares, debentures or other securities of any corporation;
- 3.10 lend and advance money or give credit to any person or corporation; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or corporation in furtherance of the objects of the Club;
- 3.11 borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper, and whether upon fluctuating advance account or overdraft or otherwise, to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien over the Club's land and buildings or other security upon the whole or any part of the Club's property or assets present or future, and to purchase, redeem or pay-off any such securities, provided that no such

mortgages, charges and liens shall be given without the prior approval of a majority of three fourths of the Club Members, present and entitled to vote at an Extraordinary General Meeting of the Club specially called for the purpose of considering any such mortgage, charge or lien;

- 3.12 draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- 3.13 sell, transfer, exchange, lease or otherwise alienate any freehold or other property of the Club, provided that no such action shall be taken with respect to any freehold property without the prior sanction of a majority of three fourths of the Club Members present and entitled to vote at an Extraordinary General Meeting of the Club specially called for the purpose of considering such sale, transfer, exchange, lease or other alienation;
- 3.14 take or hold mortgages, liens or charges, to secure payment of the purchase prices, or any unpaid balance of the purchase price, of any part of the Club's property of whatsoever kind sold by the Club, or any money due to the Club from purchasers and others;
- 3.15 take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Club, but subject always to the proviso in clause 3.3;
- 3.16 take such steps, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club, in the form of donations, annual subscriptions or otherwise;
- 3.17 print and publish any newspapers, periodicals, books, leaflets or online presence the Club may think desirable for the promotion of its objects;
- 3.18 to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Club, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Club under or by virtue of clause 41, in furtherance of the objects of the Club;
- 3.19 purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Club is authorised to amalgamate, in furtherance of the objects of the Club;
- 3.20 transfer all or any part of the property, assets, liabilities and engagements of the Club to any one or more of the incorporated associations with which the Club is authorised to amalgamate, in furtherance of the objects of the Club;
- 3.21 make donations for patriotic, charitable or community purposes;
- 3.22 to do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club; and
- 3.23 to do all things permitted under the Club's Liquor Act licence.

4. MEMBERSHIP

Any person of good character and repute who, as a member, is likely to be compatible with existing Club Members shall be eligible for consideration as a member or Corporate nominee.

5. CATEGORIES OF MEMBERSHIP

- 5.1 There shall be the following categories of membership:
- (a) Life Membership;
 - (b) Full Membership;
 - (c) Senior Membership;
 - (d) Six Day Membership; and
 - (d) Restricted Membership.
- 5.2 Any Club Member who, at the date this Constitution comes into force, was a member in a category not listed above shall be classified by the Board to such category of membership as the Board shall determine.
- 5.3 Except as provided in clause 7.2 and 7.3, the number of members in each category of membership shall be unlimited provided that the Board shall have the power to limit from time to time the numbers in any categories of membership.

6. LIFE MEMBERSHIP

- 6.1 Life Membership may, on the recommendation of the Board be granted by resolution passed at a General Meeting to any Club Member not being in arrears with their subscription provided that special notice of intention to move such a resolution shall have been given with the notice of meeting.
- 6.2 A Life Member shall have all the privileges of a Full Member without paying the annual subscription or incurring any liability for levies or calls either on debentures or otherwise.

7. FULL MEMBERSHIP

- 7.1 Any person who is eligible for membership of the Club under this Constitution may be admitted in accordance with the provisions herein contained as a Full Member of the Club.
- 7.2 The number of Full Members and Senior Members shall not exceed 650 in total except as is necessary to comply with provisions of clause 11.

8. SENIOR MEMBERSHIP

- 8.1 A Senior Member shall be person who has:
- (a) attained the age of 65 years and has been a suitable candidate for a continuous period of not less than thirty years or a total period of not less than forty years and the Senior Member shall pay an annual subscription equal to three quarters of the appropriate scale; and/or
 - (b) attained the age of 75 years and who has been a suitable candidate for a total period of not less than forty years and the Senior Member shall pay an annual subscription equal to one half of the appropriate scale.
- 8.2 Any Club Member who was entitled to an annual subscription discount at the time this Constitution comes into force shall be entitled to retain such discount.

- 8.3 To qualify to be a Senior Member and for the reduced annual subscriptions set out herein a member shall make application to the Board and have the onus of satisfying the Board of that member's eligibility. The decision of the Board on the application submitted by the member shall be final.
- 8.4 A Senior Member shall retain all rights and privileges enjoyed by that member under this Constitution immediately prior to becoming a Senior Member, including any voting and playing rights.
- 8.5 For the purposes of clauses 8.1 & 8.2 above, "suitable candidate" shall mean a person who:
- (a) was an "Ordinary Member" prior to the 1 October 2012, and a Full Member thereafter; or
 - (b) was an "Associate Member" prior to the 1 October 2012 and who became a Full Member thereafter; or
 - (c) was an "Associate Member" prior to the 1 October 2012 and was transferred to Six Day Membership pursuant to the resolution of the Club adopted on the 3 December 2011.
- 8.6 For the purposes of clause 8.1 (a) and (b) above the "appropriate scale" shall refer to the scale relating to the applicable playing rights of the relevant member from time to time.
- 8.7 The discounts referred to in this rule shall not apply to any member joining the club on/or after 1 October 2012.

9. SIX DAY MEMBERSHIP

- 9.1 Any person who is eligible for membership of the Club under this Constitution may be admitted in accordance with the provisions herein contained as a Six Day Member.
- 9.2 Six Day Members have no playing rights on Saturdays except as determined from time to time by the Board, which may also impose a charge and conditions for such play at its discretion.

10. RESTRICTED MEMBERSHIP

- 10.1 Any person who is eligible for membership of the Club under this Constitution may be admitted in accordance with the provisions herein contained as a Restricted Member.
- 10.2 The Board may from time to time establish sub-categories of Restricted Membership and may impose such terms and conditions for each sub-category as the Board in its discretion may deem fit. Subcategories include but are not limited to Transition, Junior, Remote, Limited, Honorary, Temporary, Corporate, Professional, and Retired.
- 10.3 The sub-categories established under this provision are required to be published in the appropriate publications of the Club each year as follows:
- (a) Club digital communication tools – Sub-categories, subscription payable and playing rights, terms and conditions.
 - (b) Annual Report – Sub-categories with total membership numbers of each.
- 10.4 A Restricted Member shall be entitled to use the clubhouse facilities and shall be entitled to play golf on the Club course in accordance with the terms and conditions set down by the Board in respect of the relevant subcategory.

10.5 Any Club Member who wishes to withdraw from the member's present membership category may, instead of resigning, apply to the Board to be transferred to a Restricted Membership sub-category and the Board may so transfer in its discretion.

11. TRANSFERS

Except as may be provided herein a Club Member shall have no right of transfer from one category of membership to another, but the Board may permit any such transfer with such priority and adjustment of entrance fee and annual subscription as it may in its discretion determine.

12. ADMISSION TO MEMBERSHIP

12.1 Candidates shall be considered for membership of the Club by the Board once the candidate has:

- (a) been nominated by 2 Club Members over the age of 18 years and to whom the candidate is personally known; and
- (b) been interviewed by a member of the Board and/or the Chief Executive Officer.

12.2 Applicants shall be admitted to membership of the Club once:

- (a) the applicant's particulars have been posted and remained on the Club Notice Board and /or posted in the members section of the Club digital communication tools for not less than 14 days immediately before the Board considers approving the application for membership. During this time any member may make an objection/s to the proposal with the Chief Executive Officer. In the event of an objection being lodged the Board shall advise the objector/s in writing of its decision as to the admission or otherwise of the applicant and the reason therefor; and
- (b) the applicant has paid to the Chief Executive Officer the applicable entrance fee and annual subscription.

12.3 Should the applicant's nomination be withdrawn prior to admission or the applicant not be admitted in accordance with this Constitution, then applicant shall be entitled to a refund of such entrance fee and annual subscription, except any non-refundable fee paid by the applicant in consideration of being placed on a waiting list, subject to the following. The applicant shall be entitled to a refund of the non-refundable fee in circumstances where the application for membership is rejected by the Club.

12.4 Forthwith upon the receipt of an application for membership, particulars thereof shall be entered in order of time in which such application is received in a Wait Listed Members' Register to be kept by the Chief Executive Officer showing the full name and address of the person proposed and the time and date of the receipt by the Chief Executive Officer of the nomination. Every application for membership shall be dealt with and determined in the order of priority in which it is so recorded.

12.5 The Board shall approve or reject the application, for any reason it determines, at a date convenient to the Board.

- 12.6 Candidates not approved shall not be proposed again for membership within a period of twelve months from that date.
- 12.7 On the admission of a candidate to membership the Chief Executive Officer shall, as soon as practicable thereafter give the new member notice thereof.
- 12.8 Every member admitted to membership shall be deemed to have agreed to be bound by the Constitution of the Club.
- 12.9 A register of Club Members shall be maintained electronically in accordance with the Privacy Act 1988, by the Chief Executive Officer. Such register shall record the names in full, the occupations and addresses of all Club Members and the date of the latest payment by each member of their annual subscription.
- 12.10 Notwithstanding anything to the contrary herein contained, and subject to compliance with the Constitution relating to admission, spouses and children of members who have been Full Members of the Club for a period of 3 years or more shall be entitled to priority of admission.

13. RESIGNATION

Any Club Member may at any time, by giving notice in writing to the Chief Executive Officer, resign their membership of the Club, but shall continue to be liable for their annual subscription, unpaid entrance fee, including deferred fees under clause 40.3 and all other arrears and fees due and unpaid at the date of their resignation.

14. DISCIPLINARY PROCEEDINGS

- 14.1 The Board has the power to reprimand, caution, suspend from any or all privileges of membership for such period as it considers fit, expel or accept the resignation of any member if, in its opinion, the member:
- (a) has refused or neglected to comply with any provision of this Constitution or the Club's by-laws; or
 - (b) has committed any conduct which is prejudicial to the Club's interests; or
 - (c) has committed any conduct which is unbecoming of the member; or
 - (d) has committed any conduct which renders the member unfit for membership.
- 14.2 The Board must comply with the following procedure when exercising its power under this clause:
- (a) The Club must give written notice to the member of any allegation against the member alleging the relevant conduct under this Rule at least 14 clear days before the meeting of the Board at which the allegation is to be heard. The notice will set out the facts, matters and circumstance giving rise to the allegation and include details of the range of potential penalties if the member is found to have been in breach.
 - (b) The member is entitled to attend the meeting for the purpose of answering the allegation or may answer the allegation in writing.
 - (c) At the meeting, the member facing the allegation is entitled to call witnesses.
 - (d) If the member fails to attend the meeting, the Board may hear the allegation and, on the evidence before it, make a decision as to the member's breach and, if found to have

been in breach, the separate decision as to sanction. However, the Board must have regard to any written representations made to it by the member against whom the allegation is made.

- (e) The voting by Board members present at the meeting will be in such manner as is decided by the Board.
 - (f) After the Board has considered all the evidence put against the member, it must come to a decision in relation to whether the allegation has been substantiated. Once the allegation has been substantiated, the Board must, if the member has attended the meeting and the allegation has been substantiated, inform the member prior to considering any sanction.
 - (g) If the member has attended the meeting, he or she must be given a further opportunity to address the Board in relation to the sanction appropriate to the allegation that has been substantiated.
 - (h) Any decision of the Board at the meeting or any adjournment thereof is final and the Board is not required to give any reason for its decision.
- 14.3 In the event that a notice of allegation is issued to a member pursuant to this clause 14, the Board has power to suspend immediately that member from any or all privileges of membership until the allegation is heard and determined. Notice of an immediate suspension imposed by the Board on a member must be notified in writing.
- 14.4 Notwithstanding clause 30.3, the Board may only delegate its powers under this clause to a Disciplinary Committee pursuant to clause 15.

15. DISCIPLINARY COMMITTEE

- 15.1 The Board may by resolution delegate all of its powers and functions given to the Board by clause 14 to a Disciplinary Committee comprising not fewer than seven members of the Club selected by the Board.
- 15.2 The Disciplinary Committee shall conduct its activities in accordance with the procedures referred to in clause 14 except that:
- (a) The quorum for the Disciplinary Committee shall be 5 Club Members; and
 - (b) All references to the Board in clause 14.2 shall be read as being references to the Disciplinary Committee.
- 15.3 The Board shall have power to review a decision of the Disciplinary Committee or order a fresh hearing of any matter determined by the Disciplinary Committee and shall have the power to impose any sanction permitted by clause 14 on the member facing the allegation in substitution for that imposed by the Disciplinary Committee provided that;
- (a) The procedure set out in clause 14 is followed; and
 - (b) The member is notified that the Board is exercising the power under this clause 15.3 within 42 days of the date on which the Disciplinary Committee meeting was held.
- 15.4 The Board shall have power by resolution to revoke any delegation to the Disciplinary Committee pursuant to clause 15 and may hear and determine any allegation against a member which by reason of the nature of or the seriousness of the allegations, or the identity of or the position or office held by the member, the Board considers that it would not be appropriate for the allegation to be heard by the Disciplinary Committee.

16. SUSPENDED MEMBER

16.1 Any Club Member suspended pursuant to clauses 14 and 15 shall during the period of such suspension not be entitled to:

- (a) attend at the premises or use any of the facilities of the Club for any purpose without the permission of the Board; or
- (b) participate in any of the social or sporting activities of the Club without the permission of the Board; or
- (c) attend or vote at any meeting of the Club; or
- (d) nominate or be elected or appointed to the Board; or
- (e) vote in the election of the Board; or
- (f) propose, second or nominate any eligible member for any office of the Club or for any category of membership of the Club.

17. CLUB ETIQUETTE DISCIPLINARY MATTERS

17.1 The Chief Executive Officer shall have discretionary powers as set out below in all day-to-day member behaviour matters, being those matters which fall into the categories published in the Club digital communication tools, or in this Constitution.

17.2 The Chief Executive Officer shall be entitled to reprimand the offending member and/or direct the member to cease the offending behaviour and may refer the matter to the Board to consider further action.

17.3 The member, by written notice, may appeal the Chief Executive Officer's decision in relation to the relevant conduct to the Disciplinary Panel who shall conduct its activities in accordance with clauses 14 and 15.

18. GRIEVANCE PROCEDURE

18.1 Notwithstanding clauses 14-17, this clause sets out a grievance procedure for dealing with a dispute under the rules between parties as mentioned in section 47A(1) of the Act.

18.2 The grievance procedure cannot be used by a person whose membership has been terminated if the Constitution provide for an appeal process against termination.

18.3 A member (the aggrieved party) initiates the grievance procedure in relation to the dispute by giving a notice in writing of the dispute:

- (a) to the other party; and
- (b) if the other party is not the Board, to the Board.

18.4 If 2 or more members initiate a grievance procedure in relation to the same subject matter, the Board may deal with the disputes in a single process and the members must choose one of the members (also the aggrieved party) to represent the members in the grievance procedure.

18.5 Subject to clause 19, the parties to the dispute must, in good faith, attempt to resolve the dispute.

18.6 If the parties to the dispute cannot resolve the dispute within 14 days after the aggrieved party initiates the grievance procedure, the aggrieved party may, within a further 21 days, ask the Club Chief Executive Office to refer the dispute to mediation.

18.7 Subject to clause 19, if the aggrieved party asks the Club Chief Executive Office to refer the dispute to mediation under clause 18.6, the Board must refer the dispute within 14 days after the request.

19. GRIEVANCE PROCEDURE NOT CONTINUED IN PARTICULAR CIRCUMSTANCES

19.1 This rule applies if:

- (a) a member initiates a grievance procedure in relation to a dispute and the Board is the other party to the dispute; or
- (b) the aggrieved party asks the Club Chief Executive Officer to refer the dispute to mediation under clause 18.6.

19.2 The Board does not have to act under clause 18.5 or 18.7 if:

- (a) the aggrieved party has, within 21 days before initiating the grievance procedure, behaved in a way that would give the Board grounds for taking disciplinary action under the Constitution against the aggrieved party in relation to the matter the subject of the grievance procedure; or
- (b) before the grievance procedure was initiated, a process had started to take action under the Constitution against the aggrieved party or terminate the aggrieved party's membership, as provided for under the Constitution, and the dispute relates to that process or to a matter relevant to that process; or
- (c) the dispute relates to an obligation under the Liquor Act 1992 or any other State law to prevent the entry of the aggrieved party to, or to remove the aggrieved party from, premises used by the Club, or to refuse to serve liquor to the aggrieved party at the premises; or
- (d) the dispute could reasonably be considered frivolous, vexatious, misconceived, or lacking in substance or the dispute relates to a matter that has already been subject of the grievance procedure.

20. APPOINTMENT OF MEDIATOR

20.1 If a dispute under clause 18 is referred to mediation:

- (a) the parties to the dispute must choose a mediator to conduct the mediation; or
- (b) if the parties are unable to agree on the appointment of a mediator within 14 days after the dispute is referred to mediation, the mediator must be
 - (i) for a dispute between a member and another member-a person appointed by the Board; or

- (ii) for a dispute between a member and the Board or the association-an accredited mediator or a mediator appointed by the director of the dispute resolution centre.
- 20.2 An accredited mediator may refuse to be the mediator, or the director of a dispute resolution centre may refuse to appoint a mediator, to mediate the dispute.
- 20.3 If clause 20.2 applies, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

21. CONDUCT OF MEDIATION

- 21.1 If a mediator is appointed under clause 18, the mediator must start the mediation as soon as possible after the appointment and try to finish the mediation within 28 days after the appointment.
- 21.2 Clause 21.1 does not apply if the mediator is the director of a dispute resolution centre.
- 21.3 The mediator:
 - (a) must give each party to the dispute an opportunity to be heard on the matter the subject of the dispute; and
 - (b) must comply with natural justice; and
 - (c) must not act as an adjudicator or arbitrator; and
 - (d) during the mediation, may see the parties, with or without their representatives, together or separately.
- 21.4 The parties to the dispute must act reasonably and genuinely in the mediation and help the mediator to start and finish the mediation within the time required under clause 21.1.
- 21.5 The costs of the mediation, if any, are to be shared equally between the parties unless otherwise agreed.
- 21.6 If the mediator cannot resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

22. REPRESENTATION FOR GRIEVANCE PROCEDURE

- 22.1 A party to a dispute may appoint any person to act on behalf of the party in the grievance procedure.
- 22.2 If a party appoints a person under clause 22.1 to be the party's representative, the party must give written notice of the appointment to each of the following entities:
 - (a) the other party to the dispute;
 - (b) the Board; and
 - (c) if a mediator has been appointed before the party appoints the representative—the mediator.
- 22.3 A representative who acts for a party at a mediation must:
 - (a) have sufficient knowledge of the matter the subject of the dispute to be able to represent the party effectively; and
 - (b) be authorised to negotiate an agreement for the party.

23. ELECTRONIC COMMUNICATION FOR GRIEVANCE PROCEDURE

Any meeting or mediation session required under the grievance procedure may be conducted by electronic means if the parties to the dispute and, for a mediation, the mediator agrees.

24. CESSATION OF MEMBERSHIP

- 24.1 Any person ceasing to be a Club Member, whether by resignation, expulsion, death, failure to pay the annual subscription, unpaid moneys due or otherwise, shall forfeit, ipso facto, their right to or claim upon the Club and its property by reason of their membership.
- 24.2 Upon cessation of membership, the Club shall refund all house accounts and refund pre-paid memberships such as motorised cart sheds or motorised cart memberships but may offset any amounts owing to the Club by that member as at the date of cessation.

25. RE-ENTRY

Any person who has previously resigned or otherwise forfeited their membership of the Club may, at the discretion of the Board, but subject to the provisions herein contained relating to membership and admission, be submitted for membership of the Club, and if re-admitted shall pay the current entrance fee for the category of members to which they desire re-admission to in full.

26. OFFICE BEARERS

- 26.1 The following Office Bearers of the Club shall be elected from time to time by those categories of Club Members entitled to vote on the day of the Annual General Meeting and shall hold office until the cessation of business at the following Annual General Meeting except as otherwise provided in this Constitution:
- (a) President
 - (b) Vice President
 - (c) Men's Captain
 - (d) Women's Captain
 - (e) Treasurer.
- 26.2 All nominees for the Office Bearers except for the Men's Captain or the Women's Captain shall be either Life Members, Full Members or Senior Members of 2 or more years' continuous Life and/or Full and/or Senior Membership in the Club as at the date of nomination for election and entitled to vote.
- 26.3 No member who has held the office of President, Vice President, Men's Captain, Women's Captain or Treasurer for 3 consecutive years shall be eligible for re-election to that office until they have ceased to hold such office for a period of at least one year.
- 26.4 Nothing herein contained shall restrict the eligibility of a member who has held any of the above offices for a period of three consecutive years or less for election to any other office or as a General Director.
- 26.5 The nominee for Men's Captain or Women's Captain, as the case may be, shall be either:

- (a) a Life Member, Full Member or Senior Member of two or more years' continuous Life and/or Full and/or Senior Membership in the Club as at the date of nomination for election and entitled to vote; and/or
 - (b) a Full Member who for at least 5 years prior to the date of nomination was previously a Full Member and/or a Six Day Member and/or a Transition Member and has upgraded their membership to be a Full Member in the twelve months prior to the date of nomination.
- 26.6 A nominee for Men's Captain shall only be any person who would be required to pay a capitation fee as a male to Golf Australia.
- 26.7 A nominee for Women's Captain shall only be any person who would be required to pay a capitation fee as a female to Golf Australia.
- 26.8 The President, Vice President, Men's Captain, Women's Captain and Treasurer shall be ex-officio members of all Committees and Sub-committees of the Club.

27. THE BOARD

- 27.1 There shall be a Board which shall consist of 9 Directors and shall comprise:
- (a) The Office Bearers; and
 - (b) Four General Directors being Life Members, Full Members or Senior Members except Senior Members described in clause 8.5(c), of 2 or more years' continuous Life and/or Senior and/or Full Membership in the Club as at the date of nomination for election and entitled to vote. General Directors are elected on the day of the Annual General Meeting and shall hold office until the day of the Annual General Meeting next but one after the date of their election.
- 27.2 If on the day of any Annual General Meeting there shall be more than two General Directors whose term of office will not for any reason come to an end on that day, as many of such members as is necessary to reduce their number to 2 shall be chosen by lot to retire and shall retire on the date of such Annual General Meeting.
- 27.3 All Directors retire on the cessation of the business of the meeting at which their successors are elected.

28. ELECTION OF DIRECTORS

- 28.1 At least 6 weeks before the date of the Annual General Meeting the Chief Executive Officer shall post a notice on the notice board at the clubhouse that nominations may be made of candidates as Office Bearers and General Directors for the ensuing period of office as prescribed by this Constitution.
- 28.2 Nominations must be made in writing (which includes electronic means), signed by two members, being either Life Members, Full Members or Senior Members of two or more years' standing in the Club entitled to vote (with the nominee's written consent thereon or attached thereto) and delivered to the Chief Executive Officer at least 21 clear days prior to the date of the Annual General Meeting and the Chief Executive Officer, upon closing of nominations shall post the names on the notice board and / or in Club digital communication tools together with the names of their respective proposers and seconders.

- 28.3 If more than the required number are nominated for election an election by ballot shall take place, closing at 5.30 p.m. on the day preceding the Annual General Meeting, but if there be only the requisite number, the chairperson of the Annual General Meeting shall declare those submitted duly elected. The holding of a ballot for Office Bearers and/or other Board members as herein provided shall be deemed to be a meeting of members eligible to vote.
- 28.4 The Board may determine the method of voting, including by way of technology, provided that the method reasonably allows the members to participate in the vote. Members eligible to vote shall submit their votes by the method determined by the Board.
- 28.5 The Board shall appoint a Life Member, Full Member or Senior Member entitled to vote to be the Returning Officer for the purposes of overseeing the election.
- 28.6 The ballot notice shall contain only the names of the candidates for the respective positions in alphabetical order and an indication as to which members who are due to retire from the Board.
- 28.7 The Chief Executive Officer shall send Members by electronic means a notice giving the names of the respective proposers and seconders of the candidates. The ballot shall open to members entitled to vote at least 14 days before the date of the Annual General Meeting.
- 28.8 The ballot shall immediately after the time declared for the closing of the ballot be opened by the Returning Officer in the presence of two scrutineers appointed by the President or Vice President.
- 28.9 The Returning Officer shall report in writing the result of the ballot to the chairperson of the Annual General Meeting for announcement of the results.
- 28.10 Upon declaration of the result at the Annual General Meeting, the Returning Officer shall destroy any ballot papers and delete any electronic record of the votes counted.
- 28.11 If two or more candidates obtain an equal number of votes, the chairperson of the Meeting shall have sufficient casting votes to enable him to decide the issue.
- 28.12 In the event of there not being sufficient candidates nominated, the Board shall be at liberty to fill the remaining vacancies as if they were casual vacancies.

29. BOARD VACANCIES

- 29.1 If at any time the majority of the Directors shall signify in writing their desire to retire simultaneously from office an Extraordinary General Meeting of members shall be called to fill the places of the Directors and the provisions of this Constitution relating to elections shall mutatis mutandis apply to such meeting and the proceedings thereat. The retiring Directors shall (if willing) be eligible for re-election.
- 29.2 Directors may retire from office upon giving one week's notice in writing to the Chief Executive Officer of their intention to do so and such resignation shall take effect upon the expiration of such notice or its earlier acceptance by the Board.
- 29.3 Directors shall forthwith be removed from office, without the right of appeal, if they:
- (a) are convicted of a felony or misdemeanour or be on indictment; or;
 - (b) become of unsound mind; or
 - (c) become bankrupt or are involved in proceedings with their creditors or liquidate their affairs by arrangement with creditors; or

- (d) absent themselves from the meetings of the relevant Board for three consecutive meetings without special leave of absence from the Board and the Board resolves that their office be vacated; or
- (e) shall cease to be a Member of the Club for any reason; or
- (f) die; or
- (g) are the subject of a vote of no confidence resolved by the Board in the affirmative.

29.4 Subject to clause 29.1:

- (a) any casual vacancy arising in the position of Director may be filled by a decision of the Board and such person shall hold office only until the Annual General Meeting when the tenure of the Director being replaced would have otherwise expired; and
- (b) the continuing Directors of the Board may act notwithstanding any vacancy in their body, but so that if the number falls below a quorum as herein provided the Board shall not act except for the purpose of filling vacancies.

30. POWERS OF BOARD

30.1 Subject to the provisos contained herein, the business and general affairs of the Club shall be controlled by the Board, who shall have full control of the income and property of the Club and absolute authority regarding its disposition and in the conduct of all affairs of the Club, except insofar as is expressly provided in this Constitution. In particular, but without derogating from the general powers hereinbefore conferred, the Board shall exercise the powers of the Club defined in clause 3 and also shall have power to:

- (a) appoint from among their number or other members of the Club, Committees and sub-committees to act for the purposes which from time to time the Board may think desirable and to delegate to any such Committees and Sub-Committee such powers as the Board thinks fit and to revoke or alter any such appointments or delegations from time to time;
- (b) appoint any delegate or delegates to represent the Club for any purpose with such power as may be thought fit;
- (c) engage, control and dismiss the Club's employees and paid officials;
- (d) limit from time to time the number of members, or the number of any of the categories of members, and to open or close the list of members or any of the categories of membership at any time, subject to the provisions of clause 7;
- (e) appoint any member eligible for election to the Board to fill a casual vacancy in the offices of Patron, President, Vice President, Men's Captain, Women's Captain, and Treasurer or as a General Director, at any time and from time to time, but any member so appointed shall hold office only until the Annual General Meeting when the tenure of the Director being replaced would have otherwise expired;
- (f) cause to be opened banking accounts in the name of the Club into which all moneys received shall be paid as soon as possible after receipt;
- (g) make and from time to time, rescind and alter any by-laws about the internal management of the Club in relation to the;

- (i) arrangements, control of play, competitions and matches including competition and guest fees;
- (ii) determination of the playing rights of the various categories of members;
- (iii) determination of the privileges which the various categories of members shall have over the Club's facilities;
- (iv) management and control of caddies;
- (v) upkeep, control and management of the course generally;
- (vi) conduct and management of the Clubhouse;
- (vii) use of the Course and Clubhouse by members and guests;
- (viii) enforcing of by-laws by suspension from the enjoyment of all or any of the privileges of membership;
- (ix) conduct and attire of members both on the Course and in the Clubhouse; and
- (x) management, control and wellbeing of the Club and its members.

30.2 Any by-law defined in clause 30.1 (g) may be rescinded or altered by a resolution of a General Meeting of members, subject to the conditions hereinafter made applicable to the rescission or alteration of the Constitution of the Club.

30.3 Any by-laws made under this sub-clause shall come into force and have the full authority of a rule of the Club on being published on the Club digital communication tools, and/or on the Club Notice Board.

31. BOARD MEETINGS

31.1 The Board shall meet not less than 10 occasions per year and in addition as required upon notice in writing from any of the President, Vice President, Men's Captain, Women's Captain, Treasurer or Chief Executive Officer.

31.2 The Chief Executive Officer shall upon the request of (such request to be sent electronically detailing the matter to be raised at such a Meeting) two members of the Board convene a Meeting of the Board.

31.3 Subject to clauses above, either Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings or proceedings as it thinks fit.

31.4 At any Board Meeting 5 members shall form a quorum.

31.5 Questions arising at any Board meeting shall be decided by a majority of votes and in the case of an equality of votes the chairperson shall have a primary and a casting vote. The provisions of clause 32 relating to the appointment of the chairperson of a meeting shall mutatis mutandis apply to Board meetings.

31.6 All acts done by any member of the Board, Committees or Sub-Committees or delegate or by any person acting as a member of the relevant shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such committee, or delegate or person acting as aforesaid, or that they or any of them be disqualified, be as valid if every such person had been duly appointed and was qualified to be a member of the Board, Sub-Committee or delegate or to act as a member of the relevant committee.

- 31.7 A resolution in writing, agreed unanimously in writing by all members of the Board shall be as valid and effectual as if it had been passed at a Board meeting duly called and constituted.
- 31.8 Those present at a Board meeting shall sign a record document, which may be electronic, to be kept for that purpose by the Chief Executive Officer.
- 31.9 The Chief Executive Officer shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Board meeting to be stored electronically and available for inspection at all reasonable times by any financial Member who applies to the Chief Executive Officer for that inspection. For the purposes of ensuring the accuracy of the writing of such minutes, the minutes of every Board Meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding meeting verifying their accuracy.

32. GENERAL MEETINGS

- 32.1 The quorum for a General Meeting shall be 45 members entitled to vote.
- 32.2 No business shall be transacted at any General Meeting unless the requisite quorum shall be present at the commencement of the business.
- 32.3 If, within 15 minutes from the time appointed for the meeting, a quorum is not present, the Meeting, if it be an Extraordinary General Meeting, shall be dissolved, but if it be an Annual General Meeting, it shall stand adjourned to the same day in the next week at the same time and place, or to such other day, time and place as the Board may by notice to the members appoint. If at such adjourned Meeting a quorum is not present, the Meeting may, in the discretion of the Board, be adjourned to a date and place to be fixed by the Board or may be dissolved.
- 32.4 The President of the Club shall be entitled to take the chair at every General Meeting. In the absence of the President, the Vice President shall take the chair at all meetings, and in the absence of both the President and the Vice President, either the Men's Captain or the Women's Captain (as they may decide or by lot) shall take the chair. If there be otherwise no chairperson, or if at any Meeting none of the abovementioned entitled to take the chair shall be present within 15 minutes after the time appointed for holding such meeting or if any person eligible to act as chairperson shall be unwilling to act, the members present shall choose one of their number to be chairperson.
- 32.5 At any General Meeting, a declaration by the chairperson that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority and an entry to that effect made in the minute book of proceedings, shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 32.6 The chairperson of a General Meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished from the meeting from which the adjournment took place. A resolution passed at any adjourned meeting shall for purposes be treated as having been passed on the date when it was in fact passed and shall not be deemed to be passed on any earlier date.
- 32.7 The Chief Executive Officer shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every General Meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the Chief Executive Officer for that inspection. The minutes of every General Meeting shall be

signed by the chairperson of that meeting or the chairperson of the next succeeding General Meeting or the chairperson of the next Board meeting verifying their accuracy.

32.8 The Board may, in its discretion, permit members who are entitled to vote to take part in meetings by using any technology that reasonably allows members to hear and take part in discussions as they happen. Any member who is entitled to vote and participates in a meeting in accordance with this sub-clause is taken to be present at the meeting.”

33. ANNUAL GENERAL MEETINGS

33.1 The Annual General Meeting of the Club shall be held at least once in every period of 12 months and within 5 months after the close of the financial year at such time and place as the Board may determine.

33.2 The business of the meeting shall be:

- (a) the consideration and adoption of the Annual Report;
- (b) the consideration and adoption of the Audited Balance Sheet and Statement of Accounts;
- (c) the election of Directors;
- (d) the election of an Auditor or Auditors;
- (e) the consideration of any proposed resolutions; and
- (f) such other business as shall have been specified in the notice convening the meeting or as may be properly brought before the meeting – for any business to be “properly brought” before the meeting in accordance with this sub-clause, written notice thereof must be given to the Chief Executive Officer at least 48 hours prior to the date of the meeting but such business may only be discussed and not voted upon.

33.3 Any member who proposes that a resolution be put at an Annual General Meeting must submit the proposed resolution in writing to the Chief Executive Officer at least 21 days prior to the date of the Annual General Meeting, and such resolution must be signed by the proposer and a seconder.

33.4 At least 7 days’ notice of such meeting shall be posted on the Club Notice Board and in the Members area of the Club digital communication tools and sent by the Chief Executive Officer to all members entitled to vote in accordance with clause 52 provided that no proposed alteration of this Constitution shall be dealt with except in accordance with clause 48.

33.5 A copy of the audited financial statement with a report upon the affairs of the Club, and, if a ballot for election has not been necessary, a list of the candidates for election shall be sent to all members at least 7 days before the Annual General Meeting.

33.6 The minutes book for Annual General Meetings, and any other records, may be kept electronically.

34. EXTRAORDINARY GENERAL MEETINGS

34.1 An Extraordinary General Meeting may be called by direction of the Board at any time. In addition an Extraordinary General Meeting shall be called by the Chief Executive Officer within 14 days after the receipt of a requisition to that effect signed by not less than 45 members entitled to vote specifying the subject to be discussed at such meeting.

- 34.2 Notice of any such Meeting specifying the matter to be discussed shall be posted on the notice board in the Clubhouse, posted on the Club digital communication tools and sent to all Members entitled to vote in accordance with clause 52 by the Chief Executive Officer at least 7 clear days prior to the date fixed for the holding thereof.
- 34.3 No business shall be transacted at an Extraordinary General Meeting except that of which notice shall have been given as aforesaid.
- 34.4 The minutes book for Extraordinary General Meetings, and any other records, may be kept electronically.

35. VOTING AT MEETINGS

- 35.1 At any General Meeting every question shall be decided by members present and entitled to vote, and no vote by proxy shall be permitted. Members who are taken to be present at the meeting pursuant to Clause 32.8 may be permitted to submit their votes by electronic means in a manner reasonably determined by the Board
- 35.2 Every Life Member, Full Member, or Senior Member, except any Senior Members described in clause 8.5 (c), shall have one vote. No other category of member shall be entitled to vote.
- 35.3 At any General Meeting the chairperson shall have both a primary and a casting vote.
- 35.4 No member whose subscription, or part thereof, is more than one month in arrears at the time of the meeting shall be entitled to attend or vote at any General Meeting of the Club provided that, any member who has elected to pay, and has paid their subscription in two half yearly instalments in accordance with the provisions of clause 39.1 will not be considered to be in arrears.

36. ATTENDANCE RECORD

Those present at a General Meeting, Annual General Meeting or Extraordinary General Meeting shall sign, digitally or by hand, an attendance record to be kept for that purpose by the Chief Executive Officer.

37. FEES AND SUBSCRIPTIONS

- 37.1 Subject to the provisions of clause 37.4 below, the entrance fees, annual subscriptions, green fees, levies and other dues for the categories of membership of; Full Member, Senior Member, and Six Day Member shall be determined by the members of the Club in a General Meeting.
- 37.2 The Board shall have the power to set the entrance fees, annual subscriptions, green fees, levies and other dues for the other categories and sub-categories of membership.
- 37.3 A list of such entrance fees, annual subscriptions, green fees, levies and other dues for each category and sub-category of membership shall be set out on the Club web site.
- 37.4 Notwithstanding anything contained in this Constitution to the contrary, the Board shall have the power if it sees fit so to do from time to time (but not more than once in each of the Club's financial years) and without the necessity of calling a General Meeting, to increase or reduce the annual subscription of any or all of the several categories of membership by an amount of up to 5% and further provided however the Board shall have the power to set entrance fees for

all categories of membership from zero up to a maximum of four times the then current annual subscription of the particular category as required to respond to the current market conditions.

- 37.5 Any goods and services tax (GST) or other similar tax payable by the Club pursuant to the payment of annual subscriptions by the several categories of membership or the payment of any other amount determined in accordance with clause 37.1, shall be payable by members upon the Club's written request from time to time. It is the intent of the provisions of clause 37.2 that the members shall bear the cost of GST without any detrimental reduction in monies received by the club.
- 37.6 Members receive a 5% discount off their respective annual subscription fee should payment for the following year be received by the Club on or before 1 October of the preceding year.

38. ENTRANCE FEES

- 38.1 Members shall pay entrance fees in accordance with the entrance fee for the category of Membership then prevailing.
- 38.2 Entrance fees shall be payable in full on joining the Club, except that by negotiation with the Club, payments may be made over a period upon terms to be decided in the absolute discretion of the Board, such period not to exceed 3 years.
- 38.3 Failure to pay any instalments will invoke the provisions of clause 39.7.
- 38.4 The Club may charge an administration fee, in an amount reasonably determined by the Board, which will be payable by a member if a payment is deferred.
- 38.5 Cessation of membership under clause 24 shall not release the obligation to pay any amounts owing that have been deferred by virtue of clause 38.2.

39. ANNUAL SUBSCRIPTIONS

- 39.1 All membership subscriptions shall be at an annual rate and shall be due in advance by 1 October in each year. A member elected to membership after 1 October in any year shall pay an amount equal to one-twelfth of the annual subscription for every full month thereof which may intervene between the date of their election and 1 October then ensuing.
- 39.2 The annual subscription payable from time to time for Transition members and Junior members, may be determined at different rates according to the age of those members.
- 39.3 Except as provided in clause 12.7, no member shall be entitled to any refund of an annual subscription but on transfer to a category of membership with a lesser annual subscription shall be entitled to a credit at the lesser rate from the next full month.
- 39.4 At least 14 days before 1 October in each year the Chief Executive Officer shall notify all members of the amount of the annual subscription, locker fees and other charges due for the ensuing year, and no further notice shall be necessary.
- 39.5 If any member shall fail to pay their annual subscription or any instalment of their annual subscription or any levy duly made or outstanding entrance fee then due in accordance with this Constitution within 14 days of the date upon which such subscription, instalment or levy or outstanding entrance fee becomes due, then from the date of expiration of the said 14 days they:

- (a) shall, at the discretion of the Board, be liable to pay a fine amounting to 10% per annum of the sum due and unpaid at the end of each calendar month thereafter; and
 - (b) shall lose all playing rights associated with their membership; and
 - (c) shall not be eligible to participate in any Club competition.
- 39.6 Any member who has not paid their annual subscription, instalment, levy, fine or outstanding entrance fee then due on or prior to the last day of the first calendar month following the date upon which such annual subscription, instalment, levy, fine or outstanding entrance fee becomes due shall thereafter be suspended from membership of the Club until such annual subscription, instalment, levy, fine or outstanding entrance fee is paid and he or she shall during such suspension cease to exercise any of the privileges of membership; provided that the Board shall have power to lift any such suspension on such terms and conditions as to payment of arrears as they in their absolute discretion think fit to impose.
- 39.7 Notwithstanding any provision herein contained, any member who has not paid their annual subscription, instalment, levy, fine or outstanding entrance fee then due on or prior to the last day of the second calendar month following the date upon which such annual subscription, instalment, levy, fine or outstanding entrance fee becomes due shall thereafter ipso facto cease to be a member of the Club as the case may be and he or she shall be notified by the Chief Executive Officer to that effect, and their name shall be removed from the Register of Members of the Club.
- 39.8 The Board shall have power to make special arrangements with regard to the method of payment of moneys to the Club with any member such as on extended terms.

40. LEVIES

- 40.1 The Board with the sanction of a General Meeting of the Club may make a levy upon all or any of the categories of membership except Life Membership and shall have power, with the like sanction, to differentiate as to the amount of such levy payable by the various categories of membership.
- 40.2 A levy once made shall be, and be deemed to be, included in and form part of, the annual subscription of any and every category of membership.

41. PROPERTY AND INCOME

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

41.2 No member shall take away from the Club any article the property of the Club, and any member destroying, breaking or otherwise damaging the property of the Club may be called upon by the Board to make good such damage.

42. TRANSFER OF FUNDS

The Chief Executive Officer may transfer Club funds up to a limit set from time to time by the Board. Transfer of funds above the limit require co-authorisation by either the President, Treasurer or other person appointed by the Board for that purpose.

43. TREASURER

The Treasurer shall cause to be kept correct accounts and books usually showing the financial affairs of the Club, and the particulars shown in books of that nature and shall pay into such bank as the Board may from time to time direct to the credit of the Club, all moneys that may be received and shall submit a statement of the financial affairs of the Club to the Annual General Meeting, such statement having been previously examined and reported upon by the Auditor.

44. AUDITOR

44.1 There shall be one or more Auditors (not being member/s of the Board) who shall be elected annually at the Annual General Meeting.

44.2 Such Auditor or Auditors shall audit the accounts and all other financial records of the Club annually, and the audited statement of income and expenditure, assets and liabilities, mortgages, charges and securities affecting the property of the Club for each financial year shall be laid before the members in General Meeting.

44.3 The Auditor shall have power to call for the production of all books, papers, accounts and documents relating to the affairs of the Club.

44.4 The Board shall have the power to fill any temporary vacancy in the office of Auditor.

45. FINANCIAL YEAR

The financial year of the Club shall close on 30 September each year.

46. CHIEF EXECUTIVE OFFICER

46.1 The Board shall appoint a Chief Executive Officer who shall hold office for such term and upon such conditions and be paid such salary as the Board may from time to time determine.

46.2 The Chief Executive Officer shall have the custody of the books, documents, instruments of title and securities of the Club and shall be responsible for the keeping of correct accounts and files showing the financial affairs of the Club and the particulars usually shown in files of a like nature.

46.3 The Chief Executive Officer shall also perform the duties of Secretary of the Club and such other duties as the Board may prescribe, or in accordance with the requirements of the Act or any amendment thereof.

46.4 The Chief Executive Officer shall be responsible to the Board for the overall management of the Club and for all paid employees of the Club.

47. COMMON SEAL

The Club shall not have a Common Seal.

48. ALTERATION OF THE CONSTITUTION

48.1 Subject to the provisions of the Act, this Constitution may be amended, rescinded or added to from time to time by a special resolution carried at any General Meeting provided that:

- (a) at least 45 members entitled to vote are present; and
- (b) at least three-quarters of the votes cast are in favour of the motion, provided that the number of votes cast in favour of the motion shall be not less than 34; and
- (c) notice of such special resolution shall have been posted on the Club Notice Board and or in Club digital communication tools on the two Saturdays previous to the meeting and at least 7 days' notice given by the Chief Executive Officer to all members entitled to vote in accordance with clause 52.

49. GUESTS

49.1 Members may invite guests to play golf at the Club guests.

49.2 Member's guests are limited to up to 7 days in any one financial year and no more than on 3 days between the months of March and November inclusive.

49.3 Guests shall have such privileges as the Board may from time to time determine.

49.4 No guest shall be supplied with liquor unless accompanied by a member.

49.5 The member introducing a guest shall be responsible for the conduct of such guest in the Club and the payment of their green fees.

49.6 The Board may on special occasions (to be determined in the discretion of the Board) vary the operation of the Rules in this Chapter, provided that nothing shall be done to offend the provision of the Liquor Act.

50. LIQUOR LICENCE

50.1 The Club being the holder of a Golf Club Licence under the provisions of the Liquor Act of 1992 as amended, the Constitution of the Club shall be deemed to include all such clauses as may be required by the said Acts or any amendment thereof for the purpose of holding the said licence and in the event of any conflict between this Constitution and the rules required by the said Act, the rules required by the said Act shall prevail.

50.2 Without binding the generality of the foregoing:

- (a) no payment or part payment to any Chief Executive Officer or other officer or employee of the Club shall be made by way of commission or allowance from or upon the receipts of the Club for any liquor sold or supplied, or from any other source whatsoever;
- (b) no liquor shall be sold or supplied to persons prohibited under the said Act;
- (c) no liquor shall be sold or supplied for consumption elsewhere than on the premises of the Club, nor shall liquor be permitted or suffered to be carried away from such premises unless permitted by the said Act;
- (d) no liquor shall be sold or supplied or consumed on the premises of the Club on any days or during such hours or sold or supplied or permitted to be consumed by any persons, who are prohibited by Act of Parliament or lawful Proclamation;
- (e) no liquor shall be sold or supplied to a person save a Club member, a guest of a Club member or a member of another golf club.
- (f) no person shall be allowed to become an Honorary or Temporary member (as defined by the Act) of the Club or to be relieved of the regular subscription, except those possessing the qualification for such membership as defined in this Constitution and subject to the conditions and provisions prescribed in respect thereof.

51. COMPLAINTS

All complaints about the services or operations of the Club shall be made in writing to the Chief Executive Officer of the Club who, if he shall be unable to deal with them, shall submit them to the Board whose decision shall be final. In no instance shall an employee of the Club be reprimanded directly by a member.

52. NOTICES

52.1 Any notice required to be served on a Member shall be in writing and may be served:

- (a) personally; or
- (b) by posting in a pre-paid envelope or wrapper addressed to the member at their address as shown in the Register of members of the Club; or
- (c) by electronic mail at the address advised by the member to the Club.

52.2 It shall be the responsibility of the member to notify the Chief Executive Officer, electronically, of any change of address (residential, mailing, electronic or otherwise).

52.3 Any notice sent by post or electronic mail shall be deemed to have been duly served at the time when the envelope or wrapper or electronic mail containing such notice would in the ordinary course be delivered; and in proving such service it shall be sufficient to prove that the envelope/wrapper/electronic mail was properly addressed and sent in the appropriate manner. A certificate in writing signed by the Chief Executive Officer or other officer of the Club that such was done shall be prima facie evidence thereof.

53. COMMUNICATION TOOLS

53.1 The Chief Executive Officer will maintain Club communication tools such as notice boards and a web site.

53.2 All content shall be approved by the Chief Executive Officer, subject to oversight by the Board.

54. SPONSORED CLUBS

54.1 The Club may sponsor any associated or affiliated Club.

54.2 Members of associated or affiliated Clubs:

- (a) shall be permitted to play on the Course at such time and on such conditions as may from time to time be prescribed by the Board;
- (b) shall be permitted to enjoy the Club's facilities at such times and upon such conditions as may from time to time be prescribed by the Board;
- (c) shall be subject to such restrictions and the payment of such fees as may from time to time be determined by the Board; and
- (d) if under the age of eighteen years shall not be permitted in the bar nor be allowed to purchase or consume alcoholic liquors on the Club premises.

55. WINDING UP

55.1 The Club shall be wound up or dissolved in the event of the Life, Full and Senior Membership being less than 45 persons in total.

55.2 The Club may be wound up upon the vote of three-fourths majority of those members present and entitled to vote at a General Meeting convened to inter alia consider the question.

55.3 If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club but shall be given or transferred to such other institution or institutions having objects similar to the objects of the Club, and which shall prohibit the distribution of its or their dividends, profits, income or property amongst its or their members to an extent at least as great as is imposed on the Club under or by virtue of this Constitution, or to such charitable object or objects as the members of the Club may at or prior to the time of dissolution determine, and in default of any such determination as a Judge of the Supreme Court of Queensland may decide.

56. INDEMNITY

56.1 Every member of the Board, Committees and Sub-Committees, the Chief Executive Officer and every other officer, employee or volunteer of the club shall be indemnified by the Club, and it shall be the duty of the Board, out of the funds of the Club, to pay all costs, losses and expenses which any such officer or servant, acting with the authority of the Board, may incur or be liable to by reason of any contract entered into or act or deed done by him or her in the discharge of their duties; and the amount for which such indemnity is given shall immediately attach as a lien on the property of the Club, and have priority as between members over all other claims.

56.2 No member of the Board, Committees, Sub-Committees or other officer of the Club shall be liable for:

- (a) the acts, receipts, neglects or defaults of any other member of the Board or officer; or
- (b) the joining in any receipt or other act for conformity; or
- (c) any loss or expenses happening to the Club through the insufficiency or deficiency of the title to any property acquired by order of the Board for or on account of the Club; or
- (d) the insufficiency or deficiency of any securities in or upon which any of the moneys of the Club shall be invested; or
- (e) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any money, securities or effects shall be deposited; or
- (f) any other loss, damage or misfortune whatever that shall happen in the execution of the deeds of their office or in relation thereto unless the same shall happen through their own wilful act, neglect or default.

END