



**GOSFORD GOLF CLUB**  
MEMORANDUM OF ASSOCIATION  
AND  
ARTICLES OF ASSOCIATION  
AND  
BY-LAWS

**Amended: 03/10/2017**

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# MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION AND BY-LAWS

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**MEMORANDUM OF ASSOCIATION AND  
ARTICLES OF ASSOCIATION  
AND BY-LAWS**

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# THE CORPORATIONS ACT

A Company limited by Guarantee and not  
having a Share Capital.

## **MEMORANDUM OF ASSOCIATION OF GOSFORD GOLF CLUB LIMITED**

ACN 000 318 187  
ABN 29 000 318 187

1. The name of the Company is "**GOSFORD GOLF CLUB LIMITED**".
2. The Registered Office of the company will be situated at Gosford in the State of New South Wales or otherwise as from time to time may be determined by the Board.
3. The objects for which the Company is established are:-
  - (a) To carry on and conduct a Golf Club and play golf in accordance with the Rules of Golf adopted by the New South Wales Golf Association or any like Association and local rules made in conformity therewith.
  - (b) To provide, layout, establish and maintain golf links, lawn tennis courts, bowling greens, croquet lawns and such other grounds and facilities to be used for recreational purposes as may from time to time be determined by the Company at Gosford or elsewhere.
  - (c) To provide a Club House with or without accommodation for ladies and gentlemen with all such rooms, conveniences, appointments and out-buildings as may be considered appropriate or desirable for the purposes of the Company and to furnish and maintain such Club House.
  - (d) To promote the games of golf, tennis, bowls, croquet and other athletic sports, recreation or pastimes.
  - (e) To buy, make, supply, sell and deal in all kinds of golf clubs and balls and other apparatus or material used in connection with golf and any other athletic sports, recreation or pastimes and all kinds of provisions and refreshments both liquid and solid required or used by the members of the Company or other persons frequenting the Company's Club House, links and other grounds.
  - (f) To purchase, take on lease or in exchange or otherwise acquire any lands, buildings, easements or other property whatsoever whether real or personal which may be requisite for the purposes of or capable of being conveniently used in connection with any of the objects of the Company.
  - (g) To sell, dispose of, let, demise, mortgage or give in exchange any land or other property belonging to the Company whether real or personal for such consideration and upon such terms and conditions as the Company may think fit.
  - (h) To hire and employ secretaries, clerks, managers, servants and workmen and to pay to them and to other persons in return for services rendered to the Company salaries, wages, gratuities and pensions.
  - (i) To promote and hold either alone or jointly with any other association, club or persons, golf meetings, competitions and matches and any other sports or athletic meetings, competitions, matches or tournaments and to offer, give or contribute towards prizes, medals and distinctions.
  - (j) To establish, promote or assist in establishing or promoting and to subscribe to or become a member of any association or club whose objects are similar or in part similar to the objects of the Company or the establishment or promotion of which may be beneficial to the Company provided that no subscription be paid to any such other association or club out of the funds of this Company except bona fide in furtherance of the objects of this Company.
  - (k) To hold a Club Licence for the sale of spirituous and other liquors and carry on the business of restaurant keepers, wine and spirit merchants and licenced Victuallers and also of sellers of tobacco, cigars and cigarettes.
  - (l) To raise money by entrance fees, subscriptions, levies and donations and to grant any rights or privileges to subscribers and members.
  - (m) To borrow or raise or secure the payment of money in such manner as the Company shall think fit (whether alone or jointly with any other person or persons) and in particular by the issue of debentures or debenture stock perpetual or

otherwise and either charged upon all or any part of the Company's property or assets both present and future or not so charged or by mortgage upon or over all or any part of the Company's property both present and future and to purchase, redeem or pay off any such moneys or securities.

- (n) To make, draw, accept, endorse, discount and execute and to issue Promissory Notes, Bills of Exchange, Debentures or other transferable or negotiable instruments of any description.
  - (o) To insure against damage by fire, burglary or theft or otherwise any insurable property of the Company and to insure any officer or servant of the Company against risk, accident or fidelity in the course of their duties or employment by the Company and to effect insurances for the purposes of indemnifying the Company or any officer from any such risk, accident or infidelity.
  - (p) To establish and support or assist in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Club or the dependents or connections of any such person and to grant pensions and allowances and to pay premiums or other amounts on such insurances, funds, pensions or allowances.
  - (q) To construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
  - (r) To invest and deal with the moneys of the Company not immediately required in such manner as the Board may from time to time determine.
  - (s) To take purchase or otherwise acquire and hold shares in any other Company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
  - (t) To promote any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
  - (u) To amalgamate with any other company having objects altogether or in part similar to those of this Company.
  - (v) To sell, dispose of or give in exchange the undertaking of the Company or of any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
  - (w) To do all or any of the matters hereby authorised either alone or in conjunction with or as Trustee or as Agent for any other company, club, association or person or by or through any factors, trustees or agents.
  - (x) Generally to do all such things as may appear to be incidental or conducive to the attachment of the above objects or any of them.
4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to Members of the Company. Provided that nothing herein contained shall prevent the payment in good faith or interest to any such Member in respect of moneys advanced by him to the Company or otherwise owing by the Company to him or of remuneration to any officers or servants of the Company or to any member of the Company or other person in return for any services actually rendered to the Company. Provided further that no Member of the Board shall be appointed to any salaried office of the Company or any Office of the Company paid by fees and that no remuneration shall be given by Company to any Member of such Board provided that nothing herein contained shall be construed so as to prevent the allowance of an Honorarium to any such Member in respect of special honorary services rendered or the repayment of any such Member of out-of-pocket expenses and interest on money lent or of rent for premises demised to the Company.
5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute to the assets the Company in the event of the same being wound up during the time that he is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a Member and of the costs, charges and expenses of winding up the company and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding two dollars (\$2.00).
7. If upon the winding up or dissolution of the Company there remains after satisfaction of all debts and liabilities any property whatsoever the same shall be disposed of in such manner as shall be determined by a resolution passed by a majority of not less than three-fifths of the members of the Company entitled according to the Articles of the Company to vote who may be present in person as a General Meeting of Members of which notice specifying the intention to propose the resolution has been duly given.

WE the several persons whose names and addresses are subscribed hereby agree to the foregoing Memoranda of Association.

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Name, Addresses and Description of Subscribers

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L.A. Stephens, 4 Cooinda Crescent, NARARA, N.S.W.	(President) Export & Special Sales Manager
G. G. Grant, 43 Bayline Drive, POINT CLARE, N.S.W.	(Senior Vice-President) Bricklayer
A. Parsons, 29 Pacific Highway, KARIONG, N.S.W.	(Vice-President) Tyre Salesman
R. J. Morris, 3 Wistaria Street, WYOMING, N.S.W.	(Vice-President) Clerk
P. Davidson, 65 Etna Street, GOSFORD, N.S.W.	(Captain) Parks Supervisor
L. Beale, 171 Phegans Bay Road, PHEGANS BAY, N.S.W.	(Treasurer) Company Secretary
R. W. Brann, Lot 59, Crestwood Avenue, NIAGARA PARK, N.S.W.	(Committee) Radiator Specialist
R. L. Broderick, 42 Manns Road, NARARA, N.S.W.	(Committee) Painter
C. R. Cruickshanks, 66 Brady's Gully Road, WYOMING, N. S. W.	(Committee) Technical Instructor
I. A. Haviland, 28 Cary Street, SPRINGFIELD, N.S.W.	(Committee) Bus Driver
G. W. Kingsmill, 44 Elizabeth Street, WYOMING, N.S.W.	(Committee) Clerk
J. W. Strong 13 Weemala Crescent, TERRIGAL, N.S.W.	(Committee) Clerk (Accounts)
G. S. Wright, R.M.B. 5173, Wattle Tree Road, HOLGATE, N.S.W.	(Committee) Radiator Specialist

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DATED this Eighteenth day of August, 1987

**THE CORPORATIONS ACT**

A Company limited by Guarantee and not  
having a Share Capital.

**ARTICLES OF ASSOCIATION  
OF  
GOSFORD GOLF CLUB LIMITED**

ACN 000 318 187  
ABN 29 000 318 187

**DEFINITIONS**

1. In these Articles unless there be something in the subject or context inconsistent therewith:-

(a) "Articles" means these Articles of Association.

"The Act" means the Corporations Act. When any provision of the Act is referred to the reference is to that provision as modified by any law for the time being in force. Unless the contrary intention appears expressions defined in the Act or any modifications thereof made by any law in force at the date at which these Articles become binding on the Club shall have the meaning so defined.

"By-Laws" shall mean and include Rules.

"The Club" means Gosford Golf Club Limited.

"The Board" means the members for the time being of the Board of Directors of the Club constituted in accordance with these Articles..

"Notice Board" means the Board or Boards provided in the Club House on which notices for the information of members are posted.

"The Office" means the Registered Office for the time being of the Club.

"Officers" includes the President, Vice President, Captain, Vice Captain, Treasurer and Secretary and members of the Board but does not include the Auditor or Patron.

"Chief Executive Officer" includes Secretary, Secretary/Manager and Acting Secretary/Manager.

"Full Member" means a person who is an Ordinary member or Life member of the Club.

"Ordinary Member" means a member of the Club other than a Life, Honorary, or Temporary member of the Club.

"Playing Member" means any class of membership provided for in Article 12(b) which gives a member golf playing rights.

"President" includes acting President.

"Regulation" or "Rule" means any advice, direction or instruction not being a By-Law issued by the Board under the provisions of these Articles or of the By-Laws.

"The Register" means the Register of Members kept pursuant to the Act.

"Secretary" includes Secretary/Manager and Acting Secretary Manager.

"Special Resolution" has the meaning assigned thereto by the Act.

"Month" means calendar month.

(b) A member shall not be deemed to be a financial member at the date of a meeting at which only financial members may attend or vote:

- (i) If the member's subscription or any part thereof payable on the date due remains unpaid; or
- (ii) If any money (other than the subscription) owing by the member to the Club has remained unpaid from the due date of the service on the member of a notice from the Club requiring payment thereof and;

in either case the member shall be and remain un-financial until payment in full of the amount owing.

- 2. Words importing the singular number also include the plural and vice versa. Words importing the masculine gender include the feminine gender.

### **INTERPRETATION**

- 3. A decision of the Board on the construction or interpretation of the Memorandum of Association of the Club or these Articles, or on any By-Laws or Rules of the Club made pursuant to these Articles or on any matter arising therein, shall be conclusive and binding on all members of the Club, subject to such construction or interpretation being varied or revised by the Members of the Club in General Meeting or by the Supreme Court of New South Wales.

### **PRELIMINARY**

- 4. The regulations contained in Schedule One to the Act are excluded and shall not apply to the Club except insofar as they are repeated or contained in these Articles.
- 5. The Board shall pay out of the assets of the Club all costs, charges and expenses of and incidental to the preparation of the Memorandum and Articles of Association and the formation and registration of the Club.
- 6. The Club is established for the purposes set out in the Memorandum of Association.
- 7.
  - (a) The Club shall be a non-proprietary Club.
  - (b) Subject to the provisions of Section 10 (6) and 10 (6A) of the Registered Clubs Act, a member of the Club, whether or not the member is a member of the governing body, or of any committee, of the Club, shall not be entitled, under the rules of the Club or otherwise, to derive, directly or indirectly, any profit, benefit or advantage from the Club that is not offered equally to every full member of the Club.
  - (c) Subject to the provisions of Section 10 (7) of the Registered Clubs Act, a person, other than the Club or its members, shall not be entitled, under the rules of the Club or otherwise, to derive, directly or indirectly, 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 Part 11 of the Registered 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.
  - (d) The Chief Executive Officer or Manager, or any employee, or a member of the Board or of any committee, of the Club shall not be entitled, under the rules of the Club or otherwise, to receive, directly or indirectly, any payment calculated by reference to the quantity of liquor purchased, supplied, sold or disposed of by the Club or the receipts of the Club for any liquor supplied or disposed of by the Club.
- 8.
  - (a) An employee of the Club shall not 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.
  - (b) Any profits or other income of the Club shall be applied only to the promotion of the purposes of the Club and shall not be paid to or distributed among the members of the Club.
- 9.
  - (a) Liquor shall not be sold, supplied, or disposed of on the premises of the Club to any person, other than a member, except on the invitation and in the company of a member; provided that this paragraph does not apply if the Club is a holder of a certificate or registration under the Registered Clubs Act 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 (1) (b) of the Registered Clubs Act.
  - (b) Liquor shall not be sold, supplied or disposed of on the premises of the Club to any person under the age of 18 years.
  - (c) A person under the age of 18 years shall not use or operate poker machines on the premises of the Club.

**MEMBERSHIP**

10. (a) The number of Full members of the Club shall not exceed the maximum permissible under the Registered Clubs Act.
- (b) No person under the age of 18 years shall be admitted as a member of the Club except as a Junior Member or Cadet Member.
11. The persons who at the date of the resolution adopting these Articles are entered in the records of the Club as members and such other persons as the Board shall admit to membership in accordance with these Articles shall be members of the Club.
12. (a) A person shall not be admitted to membership of the Club except as an Ordinary member, Life member, Provisional member, Honorary member or Temporary member.
- (b) Unless and until otherwise determined by the Board, Ordinary membership of the Club shall consist of:
- (i) 7 Day Members
  - (ii) 6 Day Members
  - (iii) 5 Day Members
  - (iv) Senior 7 Day Members
  - (v) Senior 6 Day Members
  - (vi) Senior 5 Day Members
  - (vii) Life Subscription Members
  - (viii) Intermediate Members
  - (ix) Country Members
  - (x) Junior Members
  - (xi) Cadet Members
  - (xii) Members on Hold
  - (xiii) Social Members
- (c) A person who has lodged with the Secretary a nomination form duly completed in accordance with the Articles seeking membership of the Club and who pays to the Club the subscription appropriate to the class of membership referred to in the nomination form may be granted provisional membership of the Club while awaiting the decision of the Board in relation to that person's application for membership of the Club.
13. Persons who at the date of the resolution adopting these Articles are entered in the Register of members in the class appearing in the left hand column hereunder headed "Present Category" shall be transferred on and from the date of that resolution to the corresponding class of member appearing hereunder in the right hand column headed "New Category" provided that Full Playing members and Full Playing Associate members may transfer to any other class of playing membership of the Club without payment of any further entrance fee for a period of 28 days after the adoption of these Articles..
- |                                     |                           |
|-------------------------------------|---------------------------|
| Present Category                    | New Category              |
| Full Playing Members                | 7 Day Member              |
| Full Playing Associate Members      | 6 Day Members             |
| Mid Week "C" Class Members          | 5 Day Members             |
| Mid Week "C" Associate Members      | 5 Day Members             |
| Senior Members                      | Senior 7 Day Members      |
| Senior Associates                   | Senior 6 Day Members      |
| Life Members                        | Life Members              |
| Honorary Members                    | Honorary Members          |
| Life Subscription Members           | Life Subscription Members |
| Life Subscription Associate Members | Life Subscription Members |
| Country Members                     | Country Members           |
| Country Associate Members           | Country Members           |
| Intermediate Members                | Intermediate Members      |
| Intermediate Associate Members      | Intermediate Members      |
| Junior Members                      | Junior Members            |
| Junior Associate Members            | Junior Members            |
| Sub Junior Members                  | Sub Junior Members        |
| Sub Junior Associate Members        | Sub Junior Members        |
| Cadet Members                       | Sub Junior Members        |
| Cadet Associate Members             | Sub Junior Members        |
| Non Playing Members                 | Social Members            |
14. The members of the Club entitled to vote at the annual election of the Board of the Club shall at all times comprise a majority of the full members of the Club.

**RIGHTS OF MEMBERS AND ELIGIBILITY FOR  
VARIOUS CLASSES OF MEMBERSHIP**

15. Subject to Article 8 (a), Financial 7 Day members, 6 Day members, 5 Day members, Senior 7 Day members, Senior 6 Day members, Senior 5 Day members, Life members, Life Subscription members, Intermediate members and Country members, shall be the only members of the Club entitled to attend and to vote at Annual General Meetings or Meetings of members. Each such member shall have one vote.
16. Subject to these Articles the rights of members to use the golfing and other facilities of the Club shall be as the Board may determine from time to time by By-Law or otherwise.
17. The requirements for eligibility of persons for election to the following categories of membership shall be:
- (a) 7 Day Members
- Persons who have attained the age of eighteen (18) years and who are elected as 7 Day members of the Club or transferred by the Board from another category of Ordinary membership to 7 Day membership of the Club.
- (b) 6 Day Members
- Persons who have attained the age of eighteen (18) years and who are elected as 6 Day members of the Club or transferred by the Board from another category of Ordinary membership to 6 Day membership of the Club.
- (c) 5 Day Members
- Persons who have attained the age of eighteen (18) years and who are elected as 5 Day members of the Club or transferred by the Board from another category of Ordinary membership to 5 Day membership of the Club.
- (d) Senior 7 Day Playing Members
- Any person who has been a Full Playing member or Associate member of the Club for thirty (30) years and who has reached the age of sixty-five (65) years who is on application to the Board transferred to Senior 7 Day Membership of the Club.
- (e) Senior 6 Day Playing Members
- Any person who has been a Full Playing member or Associate member of the Club for thirty (30) years and who has reached the age of sixty-five (65) years who is on application to the Board transferred to Senior 6 Day Membership of the Club.
- (f) Senior 5 Day Playing Members
- Any person who has been a Full Playing member or Associate member of the Club for thirty (30) years and who has reached the age of sixty-five (65) years who is on application to the Board transferred to Senior 5 Day Membership of the Club.
- (g) Life Subscription Members
- Any member who was registered as a Life Subscription member at the date of adoption of these Articles. This class of membership is closed.
- (h) Intermediate Members
- Any member having attained the age of eighteen (18) years but who is under the age of thirty five (35) years and who is elected as an Intermediate Member of the Club or transferred by the Board from another category of Ordinary membership to Intermediate membership of the Club.
- (i) Country Members
- Country membership is available to persons who have attained the age of eighteen (18) years and who reside beyond a radius of 100km from the Gosford Golf Club for a period of not less than nine calendar months in each calendar year and who are elected or transferred to membership in this Class. From the date of adoption of these Articles Playing members may apply for Country membership. Any person elected as a Country member who subsequently resides within the 100km radius of Gosford Golf Club for more than three (3) consecutive months shall cease to be entitled to be a Country member.

(j) Junior Members

Persons under the age of eighteen (18) years and who are at the age of ten (10) who have a handicap approved by the Captain and who are elected by the Board to Junior membership of the Club.

Junior members shall pay green fees as determined by by-law and shall be entitled to those privileges as the Board may determine from time to time but shall not be eligible to hold office, vote at meetings of the Club, nominate persons for membership or for office or introduce guests to the Club nor shall they have any part in the management of the Club. Junior members are permitted to use only those licensed areas of the Club for which an authority under Section 22 of the Registered Clubs Act is in force and shall not be served with or consume alcohol or tobacco in the Club, nor play the poker machines in the Club.

(k) Cadet Members

Persons under the age of eighteen (18) years and who are at the age of ten (10) years and who are elected by the Board to Cadet membership of the Club.

Cadet members shall be entitled to those privileges as the Board may determine from time to time but shall not be eligible to hold office, vote at meetings of the Club, nominate persons for membership or for office or introduce guests to the Club nor shall they have any part in the management of the Club. Cadet members are permitted to use only those licensed areas of the Club for which an authority under Section 22 of the Registered Clubs Act is in force and shall not be served with or consume alcohol or tobacco in the Club, nor play the poker machines in the Club.

(l) Social Members

Persons who have attained the age of eighteen (18) years and who are elected as Social members of the Club or transferred by the Board from another category of Ordinary membership to Social membership of the Club. Social members shall be entitled to all the social privileges of the Club including the right to entertain guests in the Club, but excluding the right to use the course for play excepting under conditions which apply to visitors

(m) Members on Hold

Persons over the age of eighteen (18) who wish to suspend their playing membership for a period of time, and upon returning to playing status, pay a pro-rata subscription fee only, and not the full joining fee or full year's subscription fee. Members on Hold shall be entitled to all social privileges of the Club, including the right to entertain guests in the Club, but excluding the right to use the course for play excepting under conditions which apply to visitors.(i.e. Social Players)

### **LIFE MEMBERS**

18. A Life Member shall mean a member who has rendered outstanding service to the Club and has been elected to Life Membership in accordance with these Articles. A person elected as a Life member shall be relieved from payment of any subscription or levies and shall be entitled to all the rights, privileges and advantages which a Playing member has under these Articles.

A nomination for Life membership shall be made in writing by not less than two financial Ordinary members and submitted to the Board for investigation and recommendation not less than three (3) months prior to the Annual General Meeting. If the nomination is approved by a two-thirds majority of the Board members present and voting at a meeting of the Board then the nomination shall be referred to the next Annual General Meeting.

A Life member may be elected at an Annual General Meeting after notice of such motion has been given for that purpose. No person may be elected or rejected for Life membership other than by majority vote of an Annual General Meeting. Not more than two (2) members shall be made Life members in any one financial year and there shall be no more than six (6) Life members at any one time.

### **HONORARY MEMBERS**

19. The following persons may be made Honorary members of the Club in accordance with procedures established by the Board from time to time:

- (a) the patron or patrons for the time being of the Club;
- (b) any prominent citizen or local dignitary visiting the Club.

20. Honorary members shall be entitled only to the social facilities and amenities of the Club and shall not be entitled to attend or vote at any meeting of the Club, to nominate or be elected to the Board or any office in the Club or to participate in the management, business and affairs of the Club in any way.
21. (a) When Honorary membership is conferred on any person the following particulars shall be entered in the Club's Register of Honorary members:
- (i) the name in full of the Honorary member;
  - (ii) the residential address of the Honorary member;
  - (iii) the date on which Honorary membership is conferred;
- (b) the date on which Honorary membership is to cease.
- (c) Honorary members may be relieved of any obligation or liability with respect to the payment of entrance fees and/or subscriptions.
- (d) The Board shall have power to cancel the membership of any Honorary member without notice and without being required to give any reason.

#### **TEMPORARY MEMBERS**

22. The following persons in accordance with procedures established by the Board may be made Temporary Members of the Club:
- (a) A person whose permanent place of residence in New South Wales is not less than a distance of 5 kilometres from the Club or such greater distance as may be determined from time to time by the Board by By-Law pursuant to these Articles.
  - (b) Full members (as defined in the Registered Clubs Act) of other clubs which are registered under the Registered Clubs Act and which have objects similar to those of the Club;
  - (c) Full members (as defined in the Registered Clubs Act) of any registered club who, at the invitation of the Board of the Club or a Full member of the Club, attends on any day at the premises of the Club for the purpose of participating in an organised sport or competition to be conducted by the Club on that day from the time on that day when the member so attends the premises of the Club until the end of the day.
  - (d) Any interstate or overseas visitor.
23. (a) Temporary members shall not be required to pay an entrance fee or annual subscription;
- (b) Temporary members shall not be entitled to attend or vote at any meeting of the Club, nominate for or be elected to the Board or any office in the Club or participate in the management, business and affairs of the Club in any way;
- (c) Temporary members shall not be permitted to introduce guests into the Club;
- (d) A Director or the Chief Executive Officer of the Club may terminate the membership of any Temporary member at any time without notice and without having to provide any reason therefore;
- (e) No person under the age of 18 years may be admitted as a temporary member of the Club other than pursuant to Article 22(c).
- (f) When a Temporary member (other than a Temporary member admitted pursuant to paragraph (c) of Article 22) first enters the Club premises on any day the following particulars shall be entered in the Club's Register of Temporary members:
- (i) the name in full of the Temporary member;
  - (ii) the residential address of the Temporary member;
  - (iii) the date on which Temporary membership is granted.
- (g) The signature of the Temporary member.

## **TRANSFER OF MEMBERSHIP**

24. The Board, at its discretion, may on the written application of a member transfer that member from any category of Ordinary membership to another category of Ordinary membership. Any member so transferred may at the discretion of the Board receive a refund or reduction of any entrance fee or subscription paid by or payable by him for the then financial year and may be required to pay the difference between the entrance fee and/or annual subscription applicable for his/her present membership and the entrance fee and/or annual subscription applicable to the category of membership to which the member desires to be transferred.

## **ELECTION OF MEMBERS**

25. A person shall not be admitted as a member of the Club, other than as an Honorary member or Temporary member unless that person is elected to membership at a meeting of the Board of the Club, or a duly appointed election committee of the Club, the names of whose members present and voting at that meeting are recorded by the Chief Executive Officer of the Club. The Board may reject any application for membership without assigning any reason for such rejection.
26. (a) Every candidate for any category of Playing membership of the Club shall be proposed by one and seconded by another Playing member (both of whom shall have been members of the Club for a minimum period of twelve (12) months) or a Life member.
- (b) Candidates for any category of membership of the Club other than a category of Playing membership shall be proposed by one and seconded by another Ordinary or Life member of the Club of at least twelve (12) months standing at the time of nomination.
27. (a) In respect of every nomination for membership made pursuant to Article 26 there shall be completed a nomination form which shall be in a form and containing such particulars as are from time to time prescribed by the Board, including the full name, address and occupation of the candidate and a statement that the candidate, if admitted, will be bound by the Memorandum and Articles of Association of the Club.
- (b) The nomination form shall be signed by the proposer and seconder and the candidate.
- (c) The nomination form shall be lodged with the Chief Executive Officer of the Club who shall cause the name, address and occupation of the candidate and the name of the candidate's proposer and seconder to be exhibited on the Club Notice Board or in some other conspicuous place in the Clubhouse for a continuous period of not less than fourteen (14) days before the election of the candidate as a member of the Club and an interval of at least fourteen (14) days shall elapse between the proposal of a person for election and the candidates election.
28. A copy of the Memorandum and Articles of Association of the Club shall be supplied to a member on request being made to the Chief Executive Officer of the Club and if demanded by the Chief Executive Officer on payment of any fee that may be prescribed by the Act.

## **ENTRANCE FEES AND ANNUAL SUBSCRIPTIONS AND LEVIES**

29. Members' subscriptions shall be paid annually and in advance or for more than one year in advance. The time and manner of payment thereof and all other matters pertaining thereto not especially provided for by these Articles shall be as prescribed by the Board from time to time.
30. The entrance fees and subscriptions or payments payable by members of the Club shall be such as the Board may from time to time prescribe provided that the annual subscription payable by Ordinary members shall be not less than Two Dollars or such other minimum subscription provided from time to time by the Registered Clubs Act.
31. Any candidate elected during the financial year to any category of membership shall in respect of that financial year pay a pro rata amount of annual subscription as determined by the Board.
32. If the entrance fee or subscription or any part thereof of any member shall not be paid by the date upon which it shall fall due for payment the member's playing rights shall be suspended and the member shall not be entitled to use the golf course. If the amount payable shall not have been paid within twenty eight (28) days the defaulting member shall from that date be debarred from all privileges of membership.
33. The Board shall have power to make charges and levies on Ordinary members for general or special purposes.

## **PATRONS**

34. The members in General Meeting may appoint a Patron or Patrons from time to time upon the recommendation of the Board and such Patron or Patrons if not already members of the Club shall be deemed to be Honorary Members of the Club and subject to these Articles shall remain Honorary Members while they remain a Patron.

## **ADDRESSES OF MEMBERS**

35. Members shall advise the Chief Executive Officer of the Club of any change in their address.

## **REGISTER OF MEMBERS AND GUESTS**

37. The Club shall keep the following registers:

- (a) A register of persons who are Full members of the Club. This register shall set out the name in full, the occupation and address of each Full member and, if the person is an Ordinary member the date on which the member last paid the annual fee for membership of the Club.
- (b) A register of persons who are Honorary members. This register shall set out the name in full or the surname and initials and the address of such Honorary member.
- (c) A register of persons who are Temporary members other than Temporary members referred to in Article 22(c). This register shall set out the name in full and the address of each such Temporary member and where a Temporary member has been admitted to membership for a limited period, the dates on which the period commences and ends.
- (d) A register of persons of or over the age of eighteen (18) years who enter the premises of the Club as guests of members. Such register shall have entered therein on each occasion on any day on which a person of or above the age of eighteen (18) years enters the premises of the Club as the guest of a member the name in full or the surname and initials of the given names, and the address, of that guest, the date and the signature of that member provided always if any entry in this register is made on any day in respect of the guest of a member, it is not necessary for an entry to be made in that register in respect of that guest if the guest subsequently enters the premises of the Club on that day as the guest of that member.

## **DISCIPLINARY PROCEEDINGS**

37. If any member shall refuse or neglect to comply with any of the provisions of the Memorandum of Association or of these Articles of the Club or the By-Laws thereof or be in the opinion of the Board, guilty of any conduct prejudicial to the interests of the Club or be guilty of conduct which in the opinion of the Board is unbecoming of a member or which shall render the member unfit for membership, the Board shall have power to reprimand, suspend for such period as it considers fit, expel or accept the resignation of such member and to erase the member's name from the register of members provided that:
- (a) Such member shall be notified of any charge against the member pursuant to this Article by notice in writing by a prepaid letter posted to the member's last known address at least fourteen (14) clear days before the meeting of the Board at which such charge is to be heard.
  - (b) The member charged shall be entitled to attend the hearing for the purpose of answering the charge or may answer the charge in writing.
  - (c) The voting by the members of the Board present at such meeting shall be by secret ballot and no motion by the Board to reprimand, suspend or expel a member shall be deemed to be passed unless at least two-thirds of the members of the Board present vote in favour of such motion.
  - (d) If the member fails to attend such meeting the charge or complaint may be heard and dealt with and the Board may decide on the evidence before it, the member's absence notwithstanding, having regard to any representations made to it in writing by the member charged.
  - (e) Any decision of the Board of such hearing or by adjournment thereof shall be final and the Board shall not be required to assign any reason for its decision.
  - (f) In the event that a notice of charge is issued to a member pursuant to paragraph (a) of this Article the Board shall have power to suspend that member from all privileges of the Club until the charge is heard and determined.

38. (a) The Chief Executive Officer of the Club or in the Chief Executive Officer's absence the senior employee of the Club then on duty ("the senior employee") shall have the power forthwith to remove and/or suspend any member from the premises of the Club:
- (i) who in the opinion of the Chief Executive Officer or the senior employee is then intoxicated, violent, quarrelsome or indecent;
  - (ii) whose presence on the premises of the Club in the opinion of the Chief Executive Officer or the senior employee may render the Club or the Chief Executive Officer of the Club liable to a penalty under the Registered Clubs Act;
  - (iii) the Chief Executive Officer or the senior employee of the Club who has exercised the power referred to in paragraph (a) of this Article 38 shall make a written report to the Board within seven (7) days of the date of the removal. The report will set out the facts, matters and circumstances giving rise to the removal.
- (b) Any suspension pursuant to paragraph (a) of this Article shall be for a maximum period of seven (7) days.
- (c) The Rules of natural justice shall not apply in relation to the exercise of the power referred to in paragraph (a) of this Article.

#### **RESIGNATION AND CESSATION OF MEMBERSHIP**

39. (a) A member may at any time by giving notice in writing to the Chief Executive Officer resign from membership of the Club and such resignation shall take effect from the date on which it is received by the Chief Executive Officer.
- (b) Every person ceasing to be a member of the Club (whether by resignation, expulsion being removed from the Register of members, neglecting to pay the entrance or subscription fee or otherwise) shall upon and by reason of such cessation of membership forfeit all rights as a member of the Club provided that such person shall remain liable for any annual subscription and all arrears thereof due and unpaid at the date of cessation of that person's membership of the Club and any other moneys due by that person at the date of cessation of that person's membership of the Club or for which that person is or may become liable under the Memorandum of Association.

#### **GUESTS**

40. (a) All members other than Temporary members and members under eighteen (18) years of age shall have the privilege of introducing guests to the Club. On each day a member first brings a guest into the Club that member shall enter into the Register of Guests the name and address of the guest and shall countersign that entry.
- (b) No member shall introduce guests more frequently or in greater number than may for the time being be provided by By-Law nor shall a member introduce any person as a guest who has been expelled from the Club for misconduct or non payment of subscription or fees or who has been suspended by the Board of the Club.
- (c) Members shall be responsible for the conduct of any guests they may introduce to the Club.
- (d) The Board shall have power to make By-Laws from time to time not inconsistent with these Articles or the Registered Clubs Act regulating the terms and conditions on which guests may be admitted to the Club.
- (e) No guest shall be supplied with liquor on the premises of the Club except on the invitation of and in the company of a member.
- (f) A guest shall at all times remain in the reasonable company of the member who countersigned the entry in the Register of Guests in respect of that guest.
- (g) A guest shall not remain on the premises of the Club any longer than the member who countersigned the entry in the Register of Guests in respect of that guest.

## THE BOARD OF DIRECTORS

41. The Board shall consist of a President, a Vice-President, a Captain, a Treasurer and three (3) other Board members.

### ELECTION UNDER TRIENNIAL RULE

42. (a) The Board shall be elected at an election held in accordance with these Articles and the triennial rule set out in these Articles.
- (b) The members elected to the governing body at the first general meeting at which the triennial rule applies shall be divided into three (3) groups.
- (c) The groups -
- (i) shall be determined by drawing lots; and
  - (ii) shall be as nearly as practicable equal in number; and
  - (iii) shall be designated as group 1, group 2, and group 3.
- (d) Unless otherwise disqualified, the members of the Board -
- (i) in group 1 shall hold office for one (1) year; and
  - (ii) in group 2 shall hold office for two (2) years; and
  - (iii) in group 3 shall hold office for three (3) years.

### Subsequent General Meetings

- (e) At each general meeting held while the triennial rule is in force (other than the first such meeting) the number of members required to fill vacancies (other than casual vacancies) on the Board shall be elected and shall, unless otherwise disqualified hold office for three (3) years.
  - (f) A person who fills a casual vacancy in the office of a member of the Board elected in accordance with this Article shall, unless otherwise disqualified, hold office until the next succeeding Annual General Meeting.
  - (g) The vacancy caused at an Annual General Meeting by a person ceasing to hold office under sub-clause (f) shall be filled by election at that Annual General Meeting and the person elected shall, unless otherwise disqualified, hold office for the residue of the term of office of the person who caused the initial casual vacancy filled by the person who ceased to hold office at the Annual General Meeting.
43. A person whose term of office as a member of the Board expires is not for that reason ineligible for election for a further term.
44. No person shall be eligible to become or to continue to be a Director unless the person is a Life Member, Life Subscription Member, financial 7 Day, 6 Day or 5 Day member, Senior 7 Day, Senior 6 Day, Senior 5 Day or Intermediate Member of the Club.
45. No employee of the Club shall be eligible to be a Director of the Board or to vote at meetings of members.
46. No member currently un-financial or under suspension shall be elected to office or perform duties as holder of an office or member of any committee while the member remains un-financial or during the period of such suspension.
47. (a) Except as hereinafter provided nominations for election to the Board shall be made in writing signed by two (2) Life Members, Life Subscription Members, financial 7 Day, 6 Day or 5 Day members, Senior 7 Day, Senior 6 Day Senior 5 Day or Intermediate Members of the Club entitled to attend and vote at General Meetings and by the nominee who shall state the office or offices for which the nominee is nominated.
- (b) Nominations shall be lodged with the Chief Executive Officer at the office of the Club at least twenty-one (21) days prior to the date of the Annual General Meeting at which the election is to take place. The Chief Executive Officer shall forthwith post notification of such nominations on the Club notice board.
- (c) Members eligible for election to the Board may be nominated for more than one office and in the event of their being elected to the Senior Office as hereinafter provided shall be deemed to have been eliminated from candidature for election to the Junior office. For the purpose of these Articles the order of seniority of offices shall be:-

Firstly:	President
Secondly:	Vice President
Thirdly:	Captain
Fourthly:	Treasurer
Fifthly:	Ordinary Board member

- (d) (i) 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.
- (ii) If 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 one candidate is nominated for such vacancies an election by ballot for such vacancies shall be held at the meeting.
- (iii) If the number of candidates nominated shall exceed the number required to be elected, a ballot shall be taken prior to the Annual General Meeting as provided by By-Law provided that the ballot shall be counted by a Returning Officer and two or more scrutineers appointed by the Board. A candidate for any position shall not be appointed as Returning Officer or as a scrutineer. In the event of an 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.
- (iv) The voting paper or papers shall contain in alphabetical order the names of all duly nominated candidates for the respective positions and shall be distributed at the meeting to those members attending and entitled to vote thereat one paper to each such member.
- (v) The voter shall mark his/her voting paper by making a cross opposite the name of each candidate for whom he/she votes.
- (vi) At the closing of the poll the Returning Officer or other authorised person shall proceed with the examination of the voting papers and shall report the result to the Chairman who shall then declare such candidate or candidates who received the greatest number of votes to be duly elected.
- (vii) Any voting paper upon which the votes are not recorded for the exact number of candidates to be elected shall be rejected as informal.
- (viii) In any case of doubt as to the formality of the voting paper the matter shall be referred to the Returning Officer whose decision shall be final.

#### **POWERS AND DUTIES OF THE BOARD**

48. The Board shall be responsible for the management of the business and affairs of the Club.
49. The Board may exercise its powers and do all such acts and things as the Club is by its Memorandum of Association or otherwise authorised to exercise and do and which are not hereby or by Statute directed or required to be exercised or done by the Club in General Meeting but subject nevertheless to the provisions of the Act and the Registered Clubs Act and of these Articles and to any regulations not being inconsistent with these Articles from time to time made by the Club in General Meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. In particular, but without detracting from the general powers hereinbefore conferred, the Board shall have power from time to time:
- a) To delegate any of its powers to committees consisting of such member or members of its body and/or such Full members of the Club as it may from time to time think fit and may from time to time revoke such delegation. Any committee so formed shall in the exercise of the powers so delegated conform to any regulation or restriction that may from time to time be imposed upon it by the Board. The President shall have the right to be a member of all such committees. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in the case of an equality of votes the chairman shall have a second and casting vote. the meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not superseded by this clause or by any regulation made by the Board pursuant to this clause.
- b) To make such By-Laws consistent with the Memorandum and Articles of Association of the Club as in the opinion of the Board are necessary or desirable for the proper control administration and management of the Club's finances 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 and such By-Laws and without limiting the generality thereof particularly for:

- (i) Such matters as the Board is specifically by these Articles empowered to regulate by By-Law.
  - (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 on the course.
  - (v) The upkeep and control of the course.
  - (vi) The control and management of all competitions.
  - (vii) The conduct of members.
  - (viii) The privileges to be enjoyed by each category of members.
  - (ix) The relationship between member and club employees.
  - (x) And generally all such matters as are commonly the subject matter of the Club Rules or By-Laws or which by the Memorandum and Articles of Association are not reserved either under these Articles or By-Law for decision by the Club in General Meeting.
- (c) To enforce the observance of all By-Laws, by suspension from enjoyment of the Club privileges or any of them or otherwise as the Board thinks fit.
  - (d) 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.
  - (e) To secure the fulfillment of any contract or engagement entered into by the Club by mortgaging or charging all or any of the property of the Club as may be thought fit.
  - (f) 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 or resulting from any claims or demands by or against the Club and to refer any claims or demands by or against the Club to arbitration and to observe and perform the award.
  - (g) 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.
  - (h) To invest and deal with any of the moneys of the Club not immediately required for the purposes of the Club upon such securities and in such manner as the Board may think fit and from time to time to vary or realise such investments.
  - (i) From time to time at its discretion to borrow or secure the payment of any sum or sums of money for the purposes of the Club and 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 debentures or debenture stock perpetual or otherwise and either charged upon all or any of the Club's property both present and future or not so charged or 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.
  - (j) To sell, exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels but not including land or buildings belonging to the Club and to lease any property of the Club and with the sanction of a General Meeting of the Club to exchange or sell all or any of the lands or buildings or other real property or rights to which the Club may be entitled from time to time PROVIDED that the power to lease shall not be exercised with respect to any part of the Club's premises which may be registered under the provisions of the Registered Clubs Act without the consent of the Licensing Court being obtained.
  - (k)
    - (i) To appoint, discharge and arrange the duties and powers of the Chief Executive Officer and to determine the remuneration and terms of employment of such Chief Executive Officer and to specify and define the duties of the Chief Executive Officer.
    - (ii) To engage appoint control remove discharge suspend and dismiss managers officers representatives agents and servants or other employees in respect to permanent temporary or special services as it may

from time to time think fit and to determine the duties pay salary emoluments or other remuneration, and to determine with or without compensation any contract for service or otherwise.

- (l) To fix the maximum number of persons who may be admitted to each class of membership of the Club in accordance with these Articles by By-Law.
- (m)
  - (i) To create sections and committees for the conduct, management and control of all or any game or sporting activity in which the Club from time to time is engaged or interested and to define and limit the persons (being members of the Club) eligible for membership of all or any such sections and to fix or approve any supplemental subscription or any charge (whether annual or special) for membership of such sections or any of them and from time to time to prepare or approve and amend rules and By-Laws for the control and regulation of such sections or committees and the conduct and activities thereof and also to terminate and dissolve any such section or committee or to reconstitute the same on a similar or different basis.
  - (ii) For the purpose of this clause to permit any such section to adopt a name distinctive of such section (provided it be described as a section of the Club) and to become affiliated with the body controlling the game or activity in the State of New South Wales on such terms and conditions (not inconsistent with these Articles or the Registered Clubs Act) as such controlling body may from time to time require and to pay on behalf of the Club capitation or other fees to any such controlling body or as required by such body.
  - (iii) The Board may empower each such section to open and operate a bank account in the name of the section in such bank or banks as the Board may from time to time approve provided that the persons eligible to operate upon any such account shall be approved by the Board which from time to time may remove and replace such persons or any of them.
  - (iv) Subject to the general control and supervision of the Board each such section shall manage its own affairs but shall make regular reports to the Board (or otherwise as may be required from time to time by the Board). The Minutes and records of the section shall also be produced regularly and promptly for inspection by or on behalf of the Board.
  - (v) Subject as hereinafter provided the constitutions and rules or By-Laws of each such section may be amended from time to time by a majority of the members for the time being of such section at a General Meeting of such members either annually or at a meeting convened specifically for such purpose: provided that no amendment proposed to and approved by the meeting of members of the section shall have effect unless and until it shall have been approved by resolution of the Board.
  - (vii) Any disciplinary action by the section in respect of any member of such section shall at once be reported to the Board together with the reasons and with a recommendation as to further action (if any) to be taken by the Board.
- (n) The Board may at its discretion appoint a maximum of two directors within the cap of seven directors per board to address skill gaps and shortages on the board. An appointed board director shall be for a maximum term of three years. Appointed board members must join the club as an ordinary member prior to their appointment and remain a member for the lifetime of their directorship

50 Any By-Laws made under these Articles shall come into force and have the full authority of By-Law of the Club on being posted upon the Club notice boards.

#### **PROCEEDINGS OF THE BOARD**

- 51. The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit provided that the Board shall meet whenever it deems it necessary but at least once in each calendar month for the transaction of business and a record of all members of the Board present and of all resolutions and proceedings of the Board shall be entered in a Minute Book provided for that purpose. The President shall preside at every meeting of the Board or if at any meeting the President is not present or is unwilling or unable to act then the Vice President shall act as Chairman. If the Vice President is not present or is unwilling or unable to act then the Board members present may elect their own Chairman. The quorum for meetings of the Board shall be five (5) members personally present.
- 52. The President may at any time and the Chief Executive Officer upon the request of not less than three members of the Board shall convene a meeting of the Board.

53. Subject to these Articles questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the members of the Board shall for all purposes be deemed a determination of the Board. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
54. The continuing members of the Board may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below the number fixed by or pursuant to these regulations as the necessary quorum of the Board, the continuing member or members may act for the purpose of increasing the number of members of the Board to that number for the purpose of summoning a General Meeting of the Club, but for no other purpose.
55. All acts done by any meeting of the Board or of a committee or by any person acting as a member of the Board shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Board or person acting as aforesaid, or that the members of the Board or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board.
56. A resolution in writing signed by all the members of the Board for the time being entitled to receive notice of a meeting of the Board, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more members of the Board.
57. (a) No Director shall be disqualified by reason of his/her 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 Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account the Club for any profit realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relationship thereby established but in accordance with the provisions of Section 191 of the Act it shall be the duty of the Director to declare the nature of his interest at a meeting of the Board of the Club and it shall be the duty of the Chief Executive Officer to record such declaration in the Minutes of the Meeting.
- (b) The provisions of Section 39 of the Registered Clubs Act shall be implemented where a Director of the Club makes a declaration of interest pursuant to Section 191 of the Act.

#### **VACANCIES ON THE BOARD**

58. Subject to the provisions of these Articles the members in General Meeting may by ordinary resolution of which special notice has been given remove any member or members of the Board whomsoever 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 their stead. Any person so appointed shall hold office during such time only as the person in whose place the member is appointed would have held the same if that member had not been so removed.
59. The office of President, Vice President, Captain, Vice Captain, Treasurer and Ordinary Board member shall forthwith be vacated -
- (a) If that person becomes insolvent under administration or is convicted of an offence on indictment.
- (b) If that person becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.
- (c) If that person is absent from meetings of the Board for a continuous period of three calendar months without leave of absence from the Board.
- (d) If by notice in writing given to the Chief Executive Officer that person resigns from office.
- (e) If that person becomes prohibited from being a member of the Board by reason of any order made under the Act.
- (f) If that person ceases to be a member of the Club.
- (g) If that person fails to declare the nature of any material personal interest in a matter referred to in Section 191 of the Act.
60. The Board shall have power at any time and from time to time, to appoint any eligible person to the Board to fill a casual vacancy. The person so appointed shall hold office only until the conclusion of the following Annual General Meeting.

#### **GENERAL MEETINGS**

61. A General Meeting called the Annual General Meeting shall be held once at least in every calendar year at such time and place as may be determined by the Board but within four (4) months of the close of the Club's financial year. All meetings other than Annual General Meetings shall be called General Meetings.

62. The Board may whenever it thinks fit convene a General Meeting and it shall on the requisition of not less than ten (10) per centum of the members of the Club having at the date of the deposit of the requisition at the registered office of the Club a right to vote at General Meetings of the Club forthwith proceed to convene a General Meeting of the Club to be held as soon as practicable, but in any case not later than two (2) months after the receipt by the Club of the requisition and in the case of such requisition the following provisions shall have effect:
- (a) The requisition shall state the objects of the meeting and must be signed by the requisitionists and deposited at the registered office of the Club and may consist of several documents in like form each signed by one or more requisitionists. If the Board does not within twenty-one days from the date of the requisition being so deposited duly proceed to convene the meeting to be held the requisitionists or any of them representing more than fifty per cent may themselves convene the meeting but any meeting so convened shall be held within three months from the date of such deposit.
  - (b) In the case of a meeting at which a resolution is to be proposed as a special resolution the Board shall be deemed not to have duly convened the meeting if it does not give such notice of such resolution as is required by the Act.
  - (c) Any meeting convened under this Article by the requisitionists shall be convened in the same manner or as nearly as possible as that in which meetings are convened by the Board.
  - (d) Any reasonable expenses incurred by the requisitionists in convening any such meeting shall be repaid to the requisitionists by the Club.
63. Subject to the provisions of the Act relating to special resolutions fourteen days notice specifying the place day and hour of the meeting and in the case of special business the general nature of that business shall be given in the manner hereinafter provided to all members entitled to attend and vote at General Meetings of the Club but the meeting shall not be invalidated by reason only of the accidental omission to give notice of the meeting or the non-receipt of the notice of the meeting by any member unless the Court on application of the member concerned or any other member entitled to attend the meeting declares the meeting invalid.

#### **PROCEEDINGS AT GENERAL MEETINGS**

64. The business of any Annual General Meeting shall be to receive and consider the Accounts, Statements and Reports prescribed by Section 317 of the Act and to elect in the manner hereinbefore provided the members of the Board and subject to the Act to appoint an Auditor or Auditors.
65. No business shall be transacted at any General Meeting of members unless a quorum of members is present at the time when the meeting proceeds to business. A quorum if convened on the requisition of members shall not be less than fifty (50) members present and entitled to vote and at all General Meetings and at all Annual General Meetings shall not be less than twenty (20) members present and entitled to vote.
66. If within fifteen (15) minutes from the time appointed for the meeting a quorum is not present the Meeting if convened upon the requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day time and place as the Board may determine but such period shall not exceed seven (7) days. If at such adjourned meeting a quorum is not present the members who are present and entitled to vote shall be a quorum and may transact the business for which the meeting was called.
67. The President shall be entitled to take the Chair at every General Meeting. If the President is not present within fifteen minutes after the time appointed for holding such meeting or is unwilling or unable to act then the Vice President shall act as Chairman. If the Vice President is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling or unable to act the Captain shall be Chairman but if the Captain is not present or is unwilling to act then the members of the Club present shall elect a member of the Board or one of their number to be Chairman of the meeting.
68. (a) Every question submitted to a meeting shall be decided by a show of hands (unless a poll is demanded by five (5) members) and in the case of an equality of votes whether on a show of hands or on a poll the Chairman of the Meeting shall have a second or casting vote.
- (b) A person shall not:
- (i) Attend or vote at any meeting of the Club or of the Board or of any committee thereof; or
  - (ii) Vote at any election of, or of a member of, the Board as the proxy of another person.
69. At any General Meeting (unless a poll is demanded) a declaration by the Chairman 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 in the book

containing the minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

70. (a) If a poll is demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of the Chairman or on a question of adjournment shall be taken forthwith.
- (b) A demand for a poll may be withdrawn.
71. The Chairman of a Meeting may with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting 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 at the meeting from which the adjournment took place. A resolution passed at any adjourned meeting shall for all purposes be treated as having been passed on the date when it was in fact passed and shall not be deemed to have been passed on any earlier date. It shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting save when a meeting is adjourned for thirty (30) days or more, when notice of the adjourned meeting shall be given as in the case of an original meeting.
72. Minutes of all resolutions and proceedings at General Meetings shall be entered within one (1) month of the meeting in a book provided for that purpose and any such minute shall be signed by the Chairman of the meeting to which it relates or by the Chairman of the next succeeding meeting and if purporting to be so signed shall be prima facie evidence of the proceedings to which it relates.

### **ACCOUNTS AND AUDIT**

73. The Board shall cause proper accounts and records to be kept with respect to the financial affairs of the Club in accordance with the Act and the Registered Clubs Act.
74. The books of account shall be kept at the Registered Office of the Club or at such other place as the Board thinks fit. The Club shall at all reasonable times make its accounting records available in writing for the inspection of members of the Board and any other persons authorised or permitted by or under the Act to inspect such records.
75. (a) The Board shall, not less than 14 days before each Annual General Meeting, send a copy of all accounts that are to be laid before the Club at the meeting, accompanied by a copy of the Financial Reports, Directors Reports and Auditor's Report required under Section 317 of the Act, to all members of the Club entitled to attend and vote at the Annual General Meeting.
- (b) The Directors' Report referred to in (a) shall include particulars of the number of members registered in the Register of Members at the end of the financial year to which the report relates.
76. The financial year of the Club shall commence on the first day of July and end on the last day of June in each year or such other period as having regard to the Act, the Board may determine.
77. Auditors shall be appointed and their duties regulated in accordance with the Act and their remuneration shall be fixed by the Board.

### **CHIEF EXECUTIVE OFFICER**

78. At any time there shall only be one Secretary of the Club who shall be appointed by the Board and who shall be the Chief Executive Officer of the Club for the purposes of the Registered Clubs Act.

### **SEAL**

79. The Board shall provide for the safe custody of the Seal of the Club and the Seal shall not be affixed to any deed or instrument except by the authority of a resolution passed at a meeting of the Board of the Club previously given and in the presence of at least two (2) Directors or a Director and the Chief Executive Officer both of whom shall sign every instrument to which the Seal is affixed.

### **NOTICES**

80. A notice may be given by the Club to any member either personally or by sending it by post to the address recorded for that member in the Register of members kept pursuant to these Articles.
81. Where a notice is sent by post service of the notice shall be deemed to be effected by properly addressing prepaying and posting the notice and shall be deemed to have been effected in the case of a notice convening a meeting on the day

following that on which the same shall have been posted and in any other case at the time at which the notice would have been delivered in the ordinary course of post.

### **INDEMNITY TO OFFICERS**

82. (a) Every person who is or has been an officer (as defined in Section 9 of the Act) or Auditor of the Club may if the directors so determine be indemnified, to the maximum extent permitted by law, out of the property of the Club against any liabilities for costs and expenses incurred by that person:
- (i) in defending any proceedings whether civil or criminal, in which judgment is given in that person's favour or in which that person is acquitted;
  - (ii) in connection with any application in relation to such proceedings in which relief is granted to that person under the Act by the Court.
- (b) Every person who is an officer (as defined in Section 9 of the Act) or an Auditor of the Club may if the Directors so determine be indemnified, to the maximum extent permitted by law, out of the property of the Club against any liability to another person (other than the company or a related body corporate) as such officer or Auditor unless the liability arises out of conduct involving a lack of good faith. This indemnity does not apply to a liability incurred before 15 April 1994.
- (c) The Club may pay a premium for a contract insuring a person who is or has been an officer or Auditor of the Club against a liability:
- (i) incurred by that person as such an officer which does not arise out of conduct involving a willful breach of duty in relation to the Club or a contravention of Section 184 (1),(2),(3) of the Act; and
  - (ii) for costs and expenses incurred by that person in defending proceedings whether civil or criminal and whatever their outcome.

### **GENERAL**

83. The Articles of Association shall be read and construed subject to the provisions of the Registered Clubs Act and to the extent that any of the provisions in the Articles are inconsistent therewith and might prevent the Club being registered under the provisions of the said Act they shall be inoperative and have no effect.

**BY-LAWS OF THE**  
**GOSFORD GOLF CLUB LIMITED**

1. (a) These By-Laws are subject to revision and alteration at the discretion of the Board. They are governed by and shall be read in conjunction with the Club's Memorandum and Articles of Association.
- b) The Annual Program shall be read in conjunction with the By-Laws of "Gosford Golf Club Limited" and is subject to revision and alteration at the discretion of the Board.
2. Any By-Law made under these Articles or any alterations to or repeal of any such By-Law shall come into force and have full effect and authority and be binding upon members of the Club on being posted on the Club Notice Board.

**BOARD OF DIRECTORS**

3. The regular meetings of the Board shall, unless otherwise arranged, be held on the "last Thursday" of each month. The President, at any time, or the Secretary, on the requisition of three members of the Board, may summon a meeting of the Board by giving 48 hours notice or at shorter notice if agreed by majority of Board Members. The Secretary shall record in the Minutes the names of all Board Members present.
4. The Board shall be responsible for enforcing the Articles of Association and the By-Laws of the Club regarding the conduct of any member or any other person on the course, and in conjunction with the Secretary Manager, in the Clubhouse.
5. All decisions of any Committee shall be subject to ratification, alteration or revocation by the Board. When the Board adopts a rule, policy or procedure, a Committee in following that rule, policy or procedure shall subsequently report its actions to the Board for approval. A Committee shall not take any action which is at variance with a Board rule, policy or procedure without Board approval.
6. There shall be seven standing committees, namely:  
Finance  
Match  
Greens  
Election and Membership  
House  
Planning  
Human Resources  
And any such other Sub-Committee as the Board shall from time to time appoint. The Board shall have power to co-opt any member or members of the Club to any such Sub-Committee whether a member of the Board or not. The President may combine two or more Committees.
7. All expenditure from the Club funds shall be subject to approval of the Board.
8. The President shall be an ex-officio member of all Committees.
9. Names of members of the Board and Committees shall be kept posted in the Clubhouse.

**BALLOT VOTING**

10. In the event that the number of candidates nominated for any position on the Board exceeds the number required to be elected, a ballot shall be held prior to the Annual General Meeting as provided for. Ballot papers shall be emailed or posted to members eligible to vote for the election of the Board of Directors, for completion and return either by mail or delivered to the office of the Club during office hours prior to closing date.

## **SUB-COMMITTEES**

### **EXECUTIVE SUB-COMMITTEE**

11. The Executive Sub-Committee shall consist of the President, Vice President, Captain and Treasurer. The President will be Chairman of the Executive Sub-Committee. The Executive Committee shall be responsible for:
- (a) The election of Sub-Committee Chairmen and composition of their Committees
  - (b) Receiving and handling of all matters relating to Corporate, Federal and State Laws and any issue relative to legal or financial implications.
  - (c) Embracing future planning issues of direction as proposed by Sub- Committees.

### **FINANCE COMMITTEE**

12. The Treasurer of the Club shall be Chairman of the Finance Committee. The Finance Committee shall watch generally over collection and expenditure of the Club's monies and shall specifically:
- (a) Keep the Board fully informed of the progressive monthly income and expenditure of the Club in relation to the Annual estimates;
  - (b) Prepare and submit to the Board a draft Balance Sheet and Statement of Income and Expenditure for submission to the Annual General Meeting;
  - (c) Assess and report financial performance and projections via minuted meetings for acceptance by the General Committee.

### **MATCH COMMITTEE**

13. The Match Committee shall be responsible for and shall be the Club Captain as chair, Director of Golf, and Ladies Captain
- (a) Arrange the program of all matches and competitions to be played on the course;
  - (b) Managing and controlling all matters affecting the conduct of all matches, competitions and play on the course;
  - (c) Making and varying such local rules as may from time to time be deemed necessary;
  - (d) Dealing with and adjudicating on all disputes arising from the conduct of all matches and competitions;
  - (e) Selecting players for all matches and competitions requiring such selection and recommending for Board ratification a team Captain and Manager as and when required.
  - (f) The Match Committee is responsible that all members' information is accurately maintained on the Golfink website. It is the member's responsibility to check their own handicaps.

### **GREENS COMMITTEE**

14. The Greens Committee shall be responsible for:
- (a) The upkeep, maintenance and improvement of the course;
  - (b) Drawing up and arranging from time to time schedules of proposed work on the course;
  - (c) Assisting the Course Superintendent in all matters relating to the course;
  - (d) Recommending, subject to the approval of the Board, the purchase of any plant, tools, equipment and materials required for maintaining or improving the course and grounds;
  - (e) Advising the Match and Handicap Committee of the existence of such playing or other conditions on the course as, in the opinion of the Greens Committee, require protection by local rule or otherwise.
  - (f) No structural changes to the course that affect its playability are to be made without the approval of the Board.

- (g) Development of a Forward Plan for the course and surrounds and development of the course in an orderly and cost-effective manner, matching overall priorities with the best available options.
- (h) Co-ordinating resources in the most productive and efficient way to ensure the Club's continuing appeal to existing and potential members.

#### **ELECTION AND MEMBERSHIP COMMITTEE**

15. The Election and Membership Committee shall be responsible for:

- (a) Investigating all persons who have made application for Membership in accordance with the Rules of the Club and recommending to the Board the acceptance or rejection of any applicant. The Committee shall have power to call for such confidential reports from any member of the Club, and particularly from the applicant's nominator and seconder, and to make such other enquiries relative to the applicant as it shall deem necessary. When an applicant for Membership does not know any Members, the applicant must supply two written references from members of other Golf Clubs or from people of standing in the community who are prepared to propose and second the applicant.
- (b) Making such representations to the Board relating to membership as they think proper, including the appropriate classes, numbers and privileges of the various classes of Members, subject to Section 10 of the Registered Clubs Act.
- (c) New members are to be provided with a copy of Rules of Etiquette, Rules of Golf and Articles of Association and By-Laws of the Club.

#### **HOUSE COMMITTEE**

16. The House shall be responsible for:

- (a) The upkeep, maintenance and improvement of that part of the Golf Club consisting of the Clubhouse and the adjacent areas including the parking area.
- (b) Co-ordinating resources in the most productive and efficient way to ensure the Club's continuing appeal to existing and potential members.

#### **PLANNING COMMITTEE**

17. The Planning Committee shall be responsible for:

- (a) Development of a Master Plan for the Clubhouse and surrounds to develop the Club in an orderly and cost-effective manner, matching overall priorities with the best available options. Co-ordinating resources in the most productive and efficient way to ensure the Club's continuing appeal to existing and potential members.
- (b) Subject to approval of the Board, recommending the purchase, sale or lease of such plant and equipment within the Clubhouse as is considered necessary for the well being and provision of improved amenity to Club Members as determined in (a) above.

#### **HUMAN RESOURCES COMMITTEE**

18. The Human Resources Committee shall be responsible for:

- (a) Management of all staff contracts
- (b) Overview of the **Key Performance Indicators**
- (c) Recommendations on staffing

## **LADIES COMMITTEE**

19. (a) The Ladies Committee shall be responsible for Management of the business and affairs of the Lady Members
- (b) The Ladies Committee shall be elected at the Lady Members Annual General Meeting. The Ladies committee shall consist of nine (9) members including a President, Vice President, Captain, Vice-Captain, Honorary Secretary, Honorary Treasurer (hereinafter called the Officers of the Committee) and three (3) other members. The Secretary of the Ladies' Committee shall report the result of the Ladies Committee election to the CEO of the Club.
- (c) Each member of the Committee shall hold Office for twelve (12) months the day following the Annual General Meeting at which they were elected or at which their appointments were ratified and subject to conditions provided shall be eligible for re-election each year. The outgoing Committee shall have the right to conduct the Annual Christmas Presentation Day.
- (d) The Lady Members Annual General Meeting shall be held not later than the last Tuesday in October of each year. Fifteen (15) members present shall form a quorum at such Annual General Meeting.
- (e) The Ladies Committee shall meet at least once in every calendar month. Five (5) members of the Committee present in person shall constitute a quorum. The President shall preside if present at all meetings of the Committee and in case of her absence the Vice-President. If no Vice-President is present the Meeting shall elect its own Chairman. The Chairman shall have an original as well as the casting vote.
- (f) Should any member absent herself from three (3) consecutive meetings of the Committee without leave her seat may be declared vacant.
- (g) In the case of vacancy the Committee may at its discretion appoint a successor to hold office until the next Lady Members Annual General Meeting.
- (h) In the event of the Ladies' Committee resigning in a body a special meeting of Lady Members shall be called at which a new Ladies' Committee shall be elected who shall hold office until the next Lady Members Annual General Meeting.
20. The election of the Members of the Ladies Committee shall take place in the following manner:-
- (a) Any two (2) Financial Lady Members shall be at liberty to nominate a Lady Member to serve on the Committee. Such nomination shall be in writing and shall be delivered to the Honorary Secretary fourteen (14) days at least before the Annual General Meeting accompanied by a written consent from the candidate to accept office if elected.
- (b) A list of the names of the candidates for the position of Officers and for the Committee each in alphabetical order shall be affixed to the notice board of the Club seven (7) days at least before the Annual General Meeting. Balloting lists shall be prepared in alphabetical order containing the names of the candidates only and each member eligible to be present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
- (c) In the case where there shall be more than the required number nominated for election voting will take place on the day of the Annual General Meeting in the Club House.
- (d) In the case where there shall be an insufficient number of candidates nominated for election the additional number required may be proposed and seconded at the Ladies Members Annual General Meeting and those nominated previous to such meeting shall be declared elected and an election by ballot for those nominated at such meeting shall then take place and those candidates so elected shall fill up the remaining vacancies. If two (2) or more candidates obtain an equal number of votes the Chairman of the Meeting shall select such candidates who are to be Members of the Committee.
- (e) The Officers and Members of the Committee shall retire every year at the Annual General Meeting and shall if not disqualified by the Articles of Association be eligible for re-election. (Maximum of three (3) years set for President, Captain and Honorary Secretary).

21. The Honorary Secretary shall:-  
Conduct the correspondence of the ladies and shall have the custody of all documents and records belonging to the Lady Members and shall keep full and correct minutes of all Committee Meetings and other General Meetings and shall forward a copy of all Minutes to the Board.
22. The Honorary Treasurer shall:  
Be responsible for the all money collected from Lady Members and shall keep accurate records of all transactions. All money should be banked as deemed necessary. The bank account should be separate from the club. Provide a financial report at all Lady Committee Meetings and Annual General Meeting as well as a copy to the Clubs' Financial Controller.
23. The Committee may call an Extraordinary General Meeting when any question of urgent importance shall arise and shall be bound to do so without undue delay on receiving a requisition signed by ten (10) Members or when and so often as required by the Board. At least fourteen (14) days notice of any such Extraordinary General Meeting specifying the business to be transacted and the day, place and hour of the Meeting shall be sent to every Lady Member by letter or email. A quorum shall be fifteen (15) members.
24. The duties of the Ladies Match Committee shall be:-
- (a) To manage and control the play of all Ladies competitions and Matches with the approval of the Board of the Club.
  - (b) To control and supervise all matters which pertain to play.
  - (c) To settle disputes in connection with play.
25. Authority:  
The Ladies Committee acts in an advisory capacity to the Board of the Club on behalf of those members affiliated with Women's Golf Australia, as provided for in Article 49 of Memorandum of Association and at all times be bound by, and comply with, other Articles contained therein. The Committee shall conform to any By Laws, regulation or restriction that may from time to time be imposed upon it by the Board
26. Duties:
- (a) To prepare for approval of the General Committee the annual Ladies fixture program and to arrange and control those competitions throughout the year in compliance with agreements the Club holds with statutory bodies.
  - (b) To communicate and uphold the rules of golf.
  - (c) To assist and advise the Membership Sub-Committee on all matters concerning those classes of membership of the Club which require affiliation with Women's Golf Australia.

#### **REPORTS OF SUB-COMMITTEES**

27. All reports submitted to the Board from any Sub-Committees shall be written or typed and circulated among members of the Board prior to the meetings of the Board at which they are to be considered.
28. Expenditure of the Club's funds on items other than goods for resale by the Club or on normal maintenance of the Course or property shall not be incurred without prior reference to the Finance Sub-Committee which Sub-Committee shall in respect of such reference promptly submit a report to the Board as to ways and means.
29. Expenditure involving the outlay on any item or items of a sum in excess of that provided in the adopted estimates covering such item or items shall not be incurred without a resolution of the Board.
30. Subject to By-Law 32, all cheques, promissory notes, bills of exchange, debentures or other negotiable instruments drawn by the Club shall be signed by any member of the Finance Sub-Committee and countersigned by the Secretary Manager and the relevant accounts or claims shall subsequently be approved by resolution of a meeting of the Board.
31. The Board may at any time vary the arrangements covering the signature of cheques, promissory notes, bills of exchange, debentures or other negotiable instruments.

## PRINCIPAL OFFICERS OF THE CLUB

32. The Principal Officers of the Club shall be:

(a) **The President:**

The President shall be the Chairman of meetings of the Board. In the absence of the President the Vice President shall perform the duties of the President.

The President has the prime responsibility for the Club overall and for ensuring that Board decisions are implemented.

Apart from the Chairman's responsibility of presiding at meetings he or she may be called upon to achieve a decision by way of an additional or casting vote where voting of Directors reaches a non result or equal division.

In carrying out his or her duties, the President's input must be considered as that of a responsible Director.

He/She should be consulted in advance on any possibly contentious matter relating to the Club, course or administration. This action is not to be considered a courtesy but an obligation of Directors, Administrators or Members of the Club.

The President should exercise careful supervision over the work of the Secretary Manager and other members of the Board and ensure that decisions are promptly carried out.

The President will keep all Board decisions and discussions private where appropriate and insist on Board Members observing the same rule.

The President (following election) will choose and appoint Directors to serve on various Committees apart from the Executive positions voted in by the Members at the Annual General Meeting.

The President shall sign the recorded Minutes of the Board of Directors meetings, as confirmed by the Board.

The President will not receive any remuneration apart from the Directors total expenses as approved at the Annual General Meeting. He/She will have a special parking position near the Clubhouse and a reserved time space on competition sheets.

(b) **The Captain:**

The Captain shall have a sound knowledge of the Rules of Golf and will ensure that all competitions are played in accordance with those Rules. In the absence of the Captain the Vice-Captain shall perform the duties of the Captain.

The Captain may recommend to the Board any disciplinary action to be taken against a Member.

The Captain will not receive any remuneration apart from the Directors total expenses as approved at the Annual General Meeting. He/She will have a special parking position near the Clubhouse and a reserved time space on competition sheets.

(c) **The Treasurer:**

The Treasurer shall supervise the financial affairs of the Club and shall advise the Board on all matters relating to the financial aspects of the Club's operations.

(d) **The Secretary/Manager:**

The Secretary/Manager shall be the Chief Executive Officer of the Club, in accordance with the Registered Clubs Act.

He/She shall keep upon the Club premises a Register of Members and a Register of Guests as required by the Articles of Association of the Club and the Registered Clubs Act and he/she shall also keep full and correct Minutes of all resolutions and proceedings at meetings of the Club and the Board, and shall produce them at all meetings of the Club and Board, and shall keep such books and records as are required by the Club's Articles of Association, the Corporations Law and the Registered Clubs Act and shall attend to the filing of such returns and documents as are required to be filed with any regulatory body.

The Chief Executive Officer shall receive and shall pay into such bank as the Board may from time to time direct, such monies as come into his/her hands on behalf of the Club and shall record the entries in respect thereof in the books of the Club.

In the day to day running of the routine affairs of the Club the Secretary Manager shall report directly to the President and in his/her absence to the Vice-President and may accept and act upon any decision or instruction of the President (or in his

absence the Vice-President) as a decision or instruction of the Board. The Secretary Manager should be responsible to ensure that details of meetings internal and external are recorded and filed appropriately.

The Chief Executive Officer shall as often as is practicable be present at Executive Sub Committee and Finance Committee meetings and such other meetings of the Board as is deemed necessary.

### MANAGEMENT OF THE CLUB

33. Any complaint by members concerning club employees or contractors or matters relating to club operations shall be made in writing to the Secretary Manager who shall take any immediate action which is necessary and where appropriate submit it to the relative committee. No member of the Club shall directly reprimand an employee or contractor of the Club.
- 34 (a). All instructions to employees, contractors and suppliers to the Club, where practicable, are to be transmitted through or given by the Secretary Manager, and important discussions/decisions are to be confirmed in writing.
- 34 (b) All Board Members, Committee Members and employees of the Club shall read and accept the Gosford Golf Club Ltd Confidentiality Agreement at the commencement of their tenure or employment

### RIGHTS OF VARIOUS CLASSES OF ORDINARY MEMBERS.

35

<b>Life Members</b>	Shall be entitled to use of the golf course and Clubhouse facilities identical with (7) Day Members
<b>(7) Day Members</b>	Shall be entitled to use of the Golf course and Clubhouse facilities within the permitted times on any day of the week.
<b>(6) Day Members</b>	Shall be entitled to play Golf within the permitted playing times and to use the practice facilities on days other than Saturdays, except in circumstances especially authorised by the Board. The use of the Clubhouse facilities is identical to that of (7) Day Members.
<b>(5) Day Members</b>	Shall be entitled to play golf within the permitted playing times on the course and to use of the practice facilities on days other than weekends and gazetted Public Holidays except in circumstances especially authorised by the Board. The use of the Clubhouse facilities is identical to that of (7) Day Members.
<b>Senior (7) Day Members</b>	Shall be entitled to use of the golf course and Clubhouse facilities identical with (7) Day Members.
<b>Senior (6) Day Members</b>	Shall be entitled to use of the golf course and Clubhouse facilities identical with (6) Day Members.
<b>Senior (5) Day Members</b>	Shall be entitled to use of the golf course and Clubhouse facilities identical with (5) Day Members.
<b>Life Subscription Members</b>	Shall be entitled to use of the golf course and Clubhouse facilities identical with (7) Day Members
<b>Country Members</b>	Shall be entitled to a maximum of twenty five (25) games, of which eight (8) may be competition, at any time during the Club's financial year, and to use the Clubhouse facilities, but are not eligible to play in the Club Championships.
<b>Intermediate Members</b>	Shall be entitled to use of the golf course and Clubhouse facilities identical with (7) Day Members.
<b>Junior Members</b>	Shall be entitled to use of the Golf course and Clubhouse facilities within the permitted times as may be determined by the Board. Juniors must be approved by the Captain as meeting the handicap and subscription criteria to be eligible to play in (5) Day, (6) Day and (7) Day Member's competitions.
<b>Cadet Members</b>	Shall be entitled to use of the Golf course and Clubhouse facilities within the permitted times as may be determined by the Board. Cadet's will be ineligible to play in (5) Day, (6) Day and (7) Day Member's competitions.

**Members on Hold**

Shall be entitled to all privileges of the Club including the right to entertain guests in the club house. Golf playing rights restricted to Social Golf at the appropriate fees.

**GUESTS**

36. Any member shall be entitled at any time to entertain non-playing guests at the Club.

The following conditions shall apply to the introduction of playing guests:-

- (a) Unless otherwise arranged with the President, Captain or Secretary Manager a member shall not introduce more than three (3) playing guests on any one occasion and the member extending the invitation must unless otherwise arranged with the President, Captain or Secretary Manager play in the same match as his or her guest or guests.
- (b) Playing guests shall not without the sanction of the President, Captain or Secretary Manager be introduced on days as determined by the Board from time to time (except for Programmed Invitation Days) or on Public Holidays.
- (c) No person shall be introduced as a guest for more than two (2) consecutive days or for more than six (6) days in any one year except by permission of the President, Captain or Secretary Manager.

37. A member shall not knowingly introduce as a guest any person whose name has been removed from the register of members of the Club or who has been refused admission to membership of the Club or to membership of any other Golf Club or who has been expelled from membership of the Club or any other Golf Club.

38. It shall be the duty of any member introducing a visitor or visitors to make an appropriate entry in the Visitors' Book immediately upon arrival at the Club House.

**GOLFING VISITORS**

39. A Visiting Members from other Golf Clubs (other than Reciprocal Clubs) are only permitted to play in Club Competitions a maximum of six (6) games per annum. The enforcement of this rule is at the discretion of the board.

**VISITING PROFESSIONALS**

39. B Visiting Members of the Professional Golfers Association (PGA) are permitted to play in Club Competitions providing that prior notice is given to Gosford Golf Club's resident Professional. Members and that the Club's regulations regarding Golfing Visitors are adhered to in accordance with By Law 40 A. Visiting Members of the Professional Golfers Association (PGA) may play in Club Competitions but will not be eligible to accept prizes.

**USE OF THE COURSE AND CLUB HOUSE**

40. The Board may at its discretion impose restrictions on the use of the Course or the Club House by any members or class of members for any period and may suspend or remove such restrictions for any period. Until otherwise determined and subject to any revision which may be necessary to conform to the program of matches, events or any variation thereof the following shall apply:-

41. Members and their guests shall not bring food or drink into the Clubhouse or its surroundings.

42. If a group of members should establish a club or organisation, using the Clubhouse as its home, for the purpose of organised activity other than golf, and if such a group should have an elected committee or governing body, all members of such a committee must hold or have held a playing membership of the Club.

**COMPETITIONS**

43. A minimum of seven (7) members is required to constitute a competition.

**TIMESHEETS**

43 A. Competition booking sheets for all competitions (including Public Holidays) will be available at least one week prior to the event, wherever possible.

No member or staff member may remove or move another member or visitor's name from a competition booking sheet, without the prior consent of such member or visitor to act on their behalf.

The Starter or Captain may move players on the competition booking sheet only where absolutely necessary in order to ensure the smooth flow of the game or to accommodate a player who would otherwise be deprived of a game, on condition that the player may not be moved to an earlier timeslot without their prior consent.

### **PARTICIPATION IN COMPETITIONS**

- 43 B. On any day that a men's or women's competition is being played (except where it is a day when it is exclusively a men's or women's day) unless the number of players of the opposite sex to the single sex competition being played is sufficient to constitute a playing group of four (4) players), those members of the opposite sex may be allocated to play at the end of the competition field.

In order to ensure the implementation of this By Law, a player's name may be moved from his/her position on the time sheet in accordance with By Law 45A.

### **MEMBER HANDICAPS**

- 44 C. The Board of Directors may from time to time approve the alteration of a Member's handicap if in its absolute discretion, and having regard to all of the circumstances including the Member's results in any form of competition, it considers that the change is warranted under the handicap system which the Club follows. The Member shall have no right to make any representation to the Handicapper or to the Board of Directors in relation to any proposed alteration of the Member's handicap.

### **CLUB CHAMPIONSHIPS**

- 43 D. Members must have played, and returned score cards for handicapping in at least six (6) competition rounds of golf in the twelve (12) month period prior to the first round of the club championships to be eligible to play in the club championships.

### **REPRESENTATIVE EVENTS**

- 43 E. Members wishing to nominate as a member of a team to represent Gosford Golf Club must belong to a category of membership which gives the member eligibility to play on the day or days on which the event is held.

### **ETIQUETTE AND CONDUCT OF PLAYS**

44. The player on the lowest handicap in any match shall act as Captain of the Match for the purpose of ensuring that the etiquette of Golf is observed by all members of the Match particularly in regard to the "call through" rules. Should two (2) or more players be equally handicapped they should decide among themselves who shall act as Match Captain.
45. Any member who has occasion to complain of the conduct of another member or any player must lodge his or her complaint with the Secretary Manager.
46. No member shall remove from the Clubhouse or grounds, or damage, the property of the Club. Any member damaging or removing any property of the Club shall, in addition to such penalty as may be imposed upon him by the Board make good any property removed and any such damage or pay for same to the satisfaction of the Board.
47. Any player who in the opinion of any member of the Board, the Secretary Manager or the starter is affected by alcohol shall not be permitted to play or continue play on the course while so affected. Any member of the Club who is affected by alcohol during play shall be guilty of a breach of this By-Law and may be dealt with pursuant to the Articles.
48. Members must abide by all directions shown on notices and signs regarding routes to be followed on the golf course.
49. A member may enter names on one line only of a competition starting sheet on a first come first served basis. The right of the Captain to allocate special times is preserved.
50. Members must report to the starter before playing on the course for social or practice purposes. In a practice round, a member shall have no more than two golf balls in play at any time. No part of the course may be used for anything other than as part of a round of golf, ie. there must be no practice from bunkers or to greens except as above. Exception Prior to match play according to the Rules of Golf.

## **PROTESTS**

51. Any protests in connection with a competition or match shall be delivered in writing to the Secretary Manager or a Director immediately after completion of the competition or match. Such protests shall be dealt with by the Match Committee as soon as practicable.

## **LODGEMENT OF CARDS**

52. Members shall regularly lodge their score cards with the Secretary Manager or Handicapper so that they may be examined for handicapping purposes and any member who fails to do so may have his handicap reduced at the discretion of the Match Committee. Competition Cards must be lodged with the Secretary Manager or Handicapper or placed in the box provided for lodgement strictly in accordance with the Rules of Golf.

## **INTERPRETATION OF RULES**

53. Should a player or marker be in doubt concerning the application of a Rule of Golf to a particular incident in the course of play he must immediately on returning to the Club House report the facts to the Secretary Manager or Captain so that a ruling may be given by the Match Committee.

## **PURCHASE OF GOLF BALLS ON COURSE**

54. No member shall purchase golf balls on or in the precincts of the Club's property from any person other than the Club's Professional.

## **COMPLAINTS BY MEMBERS**

55. Complaints on any matters connected with the management or service of the Club or the conduct of any employee of the Club must be made to the Secretary Manager and all such complaints shall be referred by the Secretary Manager to the President or the Chairman of the Sub-Committee concerned according to the circumstances.

## **COLLECTIONS FOR CHARITIES, ETC.**

56. Collections for charitable or other purposes shall not be made on the Club's property without the sanction of the Board nor shall the sale of tickets in lotteries or raffles or for any function be made on the Club's property without such sanction.
57. Soliciting and/or collection of monies for any purpose on Club premises must have prior written authority from the Board.

## **TROPHIES**

58. Trophies for competition in any Club event shall be provided by the Club out of Competition Fees. The Club may accept trophies from members sponsoring special events providing that same are approved by the Board and the necessary resolution is recorded in the Minute Book.

## **ADVERTISEMENTS**

59. Advertisements or advertising matter of any kind shall not be displayed or exhibited in the Club's property except with the permission of the Board.

## **CARE OF PROPERTY**

60. (a) Members shall not practice on any tee other than the practice tees or on any fairway other than the practice fairway or practice approach shots or putts to or on any green other than the practice greens or practice putting greens.
- (b) Members shall not make trial or practice swings in such a manner as may result in damage to the turf.

### **SERVICE OF ALCOHOLIC LIQUOR**

61. (a) The Board or the Secretary Manager in the absence of any such Director may at its or his/her discretion instruct the Club's Stewards not to serve liquor to any member who in its or his/her opinion should not be served with liquor.
- (b) Bar Trading hours shall be as determined by the Board from time to time. Bar trading hours may be extended at the Secretary Manager's discretion.
- (c) Liquor shall not be sold, supplied or disposed of on the premises of the Club to any person under the age of eighteen (18) years.

### **GAMING MACHINES**

62. The following rules and requirements are to be observed by players using Gaming Machines.
- (i) Persons playing gaming machines must be 18 years of age or older.
- (ii) Players must use only Australian coins of the denomination appropriate to the machine.
- (iii) Players must not rock, tilt or damage the machines or furniture in any way.
- (iv) If a machine overpays or pays on a non-winning combination players:
- (a) Must report the malfunction to the Club staff
- (b) Are not entitled to the pay out so made by the machine and shall refund the pay out to the Club.
- (v) Players must report any malfunction of a machine immediately it comes to their attention and must cease using the machine immediately.
- (vi) No jackpots or winning combinations will be paid to a player after closing time has been announced.
- (vii) Any payment of \$2,000 or more may be paid to the player by cheque. The cheque will be available within 24 hours. Alternatively, the cheque may be mailed by the Club no later than the next day on which banks are open for normal business. The cheque may be posted to the players address shown in the Register of Guests if a guest or the address shown in the Register of Members is a Club Member.
- (viii) Payments will not be made to any non-member who has not first been entered into the Register of Guests.
- (ix) Any guest playing a gaming machine must provide evidence of their identity if requested by a member of the Club staff.
- (x) It shall be the responsibility of a Club member who introduces a Guest to ensure that their Guests abide by these rules.
- (xi) Any guest violating these rules may be asked to leave the Club immediately by a member of the Club staff.
- (xii) It shall be an offence in respect of which disciplinary action may be taken under the Articles for Club members to:
- (a) Introduce a Guest to the Club who breaches these gaming rules.
- (b) Use any foreign object on, in or near any machine.
- (c) Cause a machine to malfunction in any way.
- (xiii) The Club reserves the right to:
- (a) Have its staff pull-off every jackpot, short pay or machine refill.
- (b) Refuse payment of any winning combination to any person who has not abided by these rules.
- (b) Refuse any person the right to play gaming machines in the Club.

- (xiv) A breach of these rules constitutes an offence in respect of which disciplinary action may be taken under the Articles.

### **ENTRANCE FEES AND SUBSCRIPTIONS**

63. Subscriptions payable by Ordinary members for membership of the Club shall be payable annually. Subscriptions shall become due on 30th June and payable on or before the 30th June in each year. The Board may approve of some other method of payment in response to an application for variation where circumstances so warrant.
64. Any Ordinary member of the Club who fails to pay his or her subscription before the first day of July in each year shall be unfinancial and thereby ineligible to use the Club's facilities or to participate in Club competitions until the full year subscription has been paid.
65. The non-receipt of any notice by a member that any subscription is falling due or has become payable shall not be deemed a sufficient reason for the non-payment thereof.
66. No refund or remission of any entrance fee, annual subscription or levy which shall have become due and payable shall be made except in the following circumstances:
- (a) Resignation related to leaving the area - due to work commitments beyond the member's control documented with evidence (i.e. job transfer)  
Concession: Pro rata refund of combined Subscription and Green Fees
  - (c) Resignation for any reason prior to the commencement of the financial year for which fees have been pre paid.  
Concession: Refund of the pre-paid financial year fees:

### **DRESS RULES**

67. A suitable standard of dress must be observed at all times on the course and in the clubhouse and its surroundings. The Secretary Manager or his/her delegate, the starter or any member of the Board may object to any particular dress. The Secretary Manager, Starter or their nominees shall have the authority to refuse admittance to any person failing to observe such rules as set by the Board from time to time and as displayed in the Clubhouse and Professionals Shop: All members of the club are expected to ensure that their guests are aware of the dress requirements. Members of Social clubs and public green fee players are subject to the same dress rules as members of Gosford Golf Club.
68. Members or visitors who frequently disobey dress rules will be given a written warning from the Secretary Manager.

### **MOTORISED GOLF CARTS AND MOTOR BIKES**

69. (a) Motorised golf carts should be supplied only by the Gosford Golf Club. Members wishing to use their own motorised golf cart or motor bike on the Course must apply in writing to the Board.
- (b) Motorised golf carts and motor bikes:
- (i) Must not be driven on to tees or greens or between bunkers and greens.
  - (ii) Must not be driven or be left within six metres of greens.
  - (iii) Must be parked at the side of greens whilst putting and not be left unattended in front of any green.
  - (iv) Must not be used on the course except whilst playing a round of golf or in carrying out club duties.
  - (v) Must not be used when the course is suffering severe wet weather conditions, at the direction of the Captain, the Course Superintendent or the Secretary Manager or their nominees.
- (c) Players using motorised golf carts and motor bikes must maintain their normal place in the field and will have no special priority.
- (d) The Board may limit the competitions in which motorised golf carts and motor bikes may be used.

### **CORPORATE NOMINEE PLAYING MEMBERS**

- 70.
- (i) The Board may from time to time offer corporations the right to nominate a person as a Corporate Nominee Playing Member of the Club.
  - (ii) Upon acceptance of the offer of Corporate Nominee Playing membership, the corporation shall advise the Club of the name of the person to be considered for election as a Corporate Nominee Playing Member of the Club.
  - (iii) The Corporation shall have the right to nominate persons for Corporate Nominee Playing membership to the Club for a period not exceeding three (3) years. Upon expiry of the said period the Corporation may re-apply for the right to continue the Corporate Nominee Playing Membership and if granted shall pay such annual subscription fees as determined by the Board.
  - (iv) The name of the person advised by the Corporation shall be nominated for election to the Club and election to membership shall be in accordance with Articles 25 to 28 inclusive.
  - (v) The Corporation shall have the right to nominate a replacement for the person who is elected as a Corporate Nominee Playing Member, if that person should cease to be the person nominated by the Corporation for any reason provided that the requirements of Articles 25 to 28 inclusive herein shall apply with regard to the election of the replacement member.
  - (vi) Corporate Nominee Playing Members shall be entitled to all the social privileges of the Club and to such playing privileges as apply to 7 Day Members from time to time.
  - (vii) Any Corporate Nominee Playing Member of the Club shall not be entitled to transfer to another class of ordinary membership.
  - (viii) A Corporate Nominee Playing Member shall be entitled to the playing privileges and advantages for which the Club is established, but shall have no voting rights nor the right to be nominated or to nominate other persons to the Board nor the right to nominate any person for any other class of membership.