WAGGA WAGGA COUNTRY CLUB LIMITED
(ACN 001 045 156)
(the “Club”)

BY-LAWS

1. **THESE BY-LAWS** are made pursuant to paragraph 37 of the Constitution and shall come into effect and be binding on all members at the same time as the members in General Meeting pass a resolution which both repeals the Club’s Memorandum and Articles of Association and simultaneously adopts the provisions of the Club’s Constitution.

**INTERPRETATION**

2. Word and phrases in these By-laws shall have the same meaning as defined in the Constitution unless these By-laws by definition change the meaning of those words and phrases or add additional definitions.

**VARIATION OF BY-LAWS**

3. These By-laws can be repealed and replaced (in whole or in part) or varied at any time and from time to time by a resolution of the Management Committee pursuant to the powers contained in the Constitution. The resolution may be passed by simple majority of the Directors then present.

**RELATIONSHIP TO CONSTITUTION**

4. These By-laws are made pursuant to the provisions of the Constitution, however, they do not form part of the Constitution. The By-laws are binding on all members to the same extent as are the provisions of the Constitution binding on all members.

**INCONSISTENCIES**

5. Where the provisions of these By-laws are found to be inconsistent with the provisions of the Constitution or the provisions of the Act or the provisions of the RCA then, to the extent of the inconsistency only, the provisions of the Constitution, Act or RCA shall prevail.
6. Where any member is in breach of any of the provisions of these By-laws then, subject to a contrary decision by the Management Committee, the breach shall be dealt with in accordance with the disciplinary provisions appearing later in these By-laws.

7. Once the Management Committee passes a resolution by simple majority which either expands, repeals, makes new, amends or otherwise varies (“By-law Amendments”) all or any one or more of the By-laws then the By-law Amendments shall be binding on all members of the Club.

8. Each category of membership referred to in the Constitution shall be divided into the following classes:

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<thead>
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<th>Ordinary Members’ Classes</th>
<th>Special Members’ Classes</th>
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<td>Senior Member</td>
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<td>Country 50kms Member</td>
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<td>Full (18-29 years) Member</td>
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<td>Veteran Member</td>
<td>Junior Member</td>
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<tr>
<td>Life Member</td>
<td>Social Member</td>
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9. All members and prospective members (as referred to later in these By-laws) with respect to each class of Membership must have at the time of their admission to Membership of the Club and must, while they remain members, retain at all times the following criteria:

9.1 good character and repute with the community;
9.2 be likely to be compatible with other members;
9.3 except for Junior Members be 18 years of age or over;
9.4 not be liable to exclusion under paragraph 105 of these By-laws.

ADDITIONAL CRITERIA WITH RESPECT TO SOME CLASSES OF MEMBERSHIP

Life Membership
10. Life Membership can only be bestowed on a person who has in the opinion of the Management Committee rendered special services to the Club.

11. Recommendation for Life Membership must come from the Management Committee, but shall be voted on at a General Meeting of Ordinary Members.

12. Any member of the Club may nominate to the Management Committee, together with a written explanation in support of the nomination for Life Membership.

Country 250kms Members

13. Country 250kms Members must have their principal place of residence at least 250 kilometres from the Clubhouse determined by the shortest practicable road route.

Country 50kms Members

14. Country 50kms Members are those Members who have their principal place of residence at least 50 kilometres, but less than 250 kilometres from the Clubhouse determined by the shortest practicable road route.

Defence Members

15. Defence Members must at all times be current full-time Members of the Defence forces. Defence Reserves are not included in this class.

Full (18-29 Years) Members

16. Full (18-29 years) Members must be at least eighteen (18) years of age and not have attained their 30th birthday.

Senior Members

17. Senior Members must be at least 65 years of age. The sum of the Member’s age plus years of Membership must at least equal the number 90.

Veteran Members

18. Veteran Members must be over the age of 80 years of age.

Staff Members

19. Staff Members must be either in permanent full-time or part-time employment at the Club during their Membership of this class. Other provisions as to Staff Members are contained in paragraphs 21 and 33 of these By-laws.

Junior Members

20. Junior Members must be under the age of eighteen (18) years and not be liable to exclusion under paragraph 105. The Management Committee may at its sole
discretion determine the fee structure for Junior Members according to their age, schooling, position in tertiary education or whether they are fully or part-time employed.

**RIGHTS AND OBLIGATIONS ATTACHED TO CLASSES OF MEMBERSHIP**

21. The various classes of Membership have the rights and obligations set out below under their respective headings, but the rights shall apply only if they are Financial Members:

21.1 **Life Members**
- can vote at all Club meetings;
- are eligible to hold office;
- are entitled to free Membership of the Club;
- can enjoy such other privileges as are prescribed from time to time in these By-laws or by the Management Committee;
- may be exempt from payment of any fee which the Management Committee may decide;
- may use the Club’s facilities and play on the Club Course at all times when the Club is open except when specifically prohibited by the Management Committee or these By-laws;
- may play in Club competitions upon payment of competition green fees and in other Club events upon payment of the fee (if any) relating to that event;
- shall have reciprocal rights as arranged by the Club with other registered clubs.

21.2 **Full Members**
- can vote at all Club meetings;
- are eligible to hold office;
- may use the Club’s facilities and play on the Club Course at all times when the Club is open except when specifically prohibited by the Management Committee or these By-laws;
- may play in Club competitions upon payment of competition green fees and in other Club events upon payment of the fee (if any) relating to that event;
- shall have reciprocal rights as arranged by the Club with other registered clubs.

21.3 **Senior Members**
- can vote at all Club meetings;
- are eligible to hold office;
- may use the Club’s facilities and play on the Club Course at all times when the Club is open except when specifically prohibited by the Management Committee or these By-laws;
- may play in Club competitions upon payment of competition green fees and in other Club events upon payment of the fee (if any) relating to that event;
• shall have reciprocal rights as arranged by the Club with other registered clubs;
• shall be given the benefit of discounted fees.

21.4 Veteran Members
• can vote at all Club meetings;
• are eligible to hold office;
• may use the Club’s facilities and play on the Club Course at all times when the Club is open except when specifically prohibited by the Management Committee or these By-laws;
• may play in Club competitions upon payment of competition green fees and in other Club events upon payment of the fee (if any) relating to that event;
• shall have reciprocal rights as arranged by the Club with other registered clubs;
• shall be given the benefit of discounted fees.

21.5 Full (18-29 Years) Members
• can vote at all Club meetings;
• are eligible to hold office;
• may use the Club’s facilities and play on the Club Course at all times when the Club is open except when specifically prohibited by the Management Committee or these By-laws;
• may play in Club competitions upon payment of competition green fees and in other Club events upon payment of the fee (if any) relating to that event;
• shall have reciprocal rights as arranged by the Club with other registered clubs;
• shall be given the benefit of discounted fees.

21.6 Defence Members
• can vote at all Club meetings;
• are eligible to hold office;
• may use the Club’s facilities and play on the Club Course at all times when the Club is open except when specifically prohibited by the Management Committee or these By-laws;
• may play in Club competitions upon payment of competition green fees and in other Club events upon payment of the fee (if any) relating to that event;
• shall have reciprocal rights as arranged by the Club with other registered clubs;
• shall be given the benefit of discounted fees.

21.7 Country 50kms Members
• can vote at all Club meetings;
• are eligible to hold office;
• may use the Club’s facilities and play on the Club Course at all times when the Club is open except when specifically prohibited by the Management Committee or these By-laws;
• may play in Club competitions upon payment of competition green fees and in other Club events upon payment of the fee (if any) relating to that event;
• shall have reciprocal rights as arranged by the Club with other registered clubs;
• shall be given the benefit of discounted fees.

21.8 **Country 250kms Members**
• no voting rights;
• not eligible to hold office;
• no reciprocal rights;
• not eligible for Club championship;
• entitled to play six (6) rounds of competition each year by paying fifty percent (50%) of the green fees normally required for those competitions;
• shall be given the benefit of discounted fees.

21.9 **Junior Members**
• cannot vote;
• are not eligible to hold office;
• can use the Club’s facilities subject to the special provisions of these By-laws relating to juniors and subject to the requirements of the RCA and may play on the Club Course at all times when the Club is open except when specifically prohibited by the Management Committee or these By-laws;
• may play in competitions upon paying a competition green fee as determined by the Management Committee;
• shall have reciprocal rights as applicable to other members;
• other provisions of these By-laws specifically relate to Junior Members;
• shall be given the benefit of discounted fees.

21.10 **Honorary Members and Patrons**
• cannot vote;
• not eligible to hold office
• can use the Club’s facilities in the Clubhouse at all times when the Club is open except when specifically prohibited by the Management Committee or these By-laws;
• may play social golf on the Course and join in Club competitions on such terms and conditions as the Management Committee may, from time to time, determine.

21.11 **Staff Members**
• cannot vote;
• cannot hold office;
• can play social golf on the Course subject to other such terms and conditions as the Management Committee may from time to time determine;
• may play in competitions subject to payment of competition green fees and any other conditions which the Management Committee may from time to time determine.

21.12 **Temporary Members**
• are dealt with in paragraph 32 of these By-laws.

21.13 **Social Members**
• are permitted to enter and use all the facilities in the Clubhouse;
• may play social golf upon paying the appropriate given fee.

21.14 For the purpose of the provisions of this paragraph 21, “discounted fees” means a concession determined by the Management Committee from time to time against all fees and levies imposed on Full Members by that Committee. Discounted fees applicable in one year may not necessarily remain the same for any following year.

**ADDRESS OF MEMBERS**

22. Members of all classes shall from time to time communicate their residential addresses or change of addresses to the Secretary and advise him or her as soon as practicable after any change of address occurs. In lieu of a residential address a member may provide a postal address. For the better administration of the Club and in the interests of each member, where a member has an e-mail address that address must also be furnished to the Secretary together with any changes in that address so soon as practicable after those changes occur.

**PROVISIONAL MEMBERS**

23. Provisional Members are persons who have been granted provisional membership pending a decision from the Management Committee on their Membership application after having paid the relevant entrance fee and any annual subscription and other fees and charges which the Management Committee may require to be paid at the time of an Application for Membership. Provisional Members shall have the same privileges as other members within the same class as applied for, excluding the right to vote, the right to hold office and the right to attend meetings. A person shall cease to be a Provisional Member immediately upon the decision of the Management Committee on the Application for Membership or where the Management Committee determines to terminate a Provisional Membership.

24. A person granted Provisional Membership must:-

24.1 act in accordance with the Constitution and these By-laws;
24.2 satisfy the criteria for Membership of this Club;
24.3 pay green fees and other fees or contributions for any Club competition or event in which the Provisional Member may be permitted to play or take part;

24.4 if a Provisional Member is not granted Membership then any payment made upon application will be refunded;

24.5 if a Provisional Member is granted Membership then any payment made upon Application for Membership will be deemed a part-payment for the full amount payable for that particular category or class of Membership. Upon granting a Membership then any part of the entrance fee, annual subscription or other fees payable by the Member for the balance of the year in which the Application for Membership was made shall be then paid to the Secretary;

24.6 if a final deliberation by the Board has not been made within twelve (12) months after the date an Application for Membership is lodged with the Club then that application shall be deemed to have lapsed and all monies paid to the Club at the time of application shall be refunded;

24.7 during the period of Provisional Membership the Provisional Member cannot vote, cannot hold office, but may use the Club’s facilities at times when the Club is open except when specifically prohibited by the Management Committee or the By-laws;

24.8 where a Provisional Member does not have a recognised handicap under the GolfLink system then the Provisional Member may not take part in Club competitions unless a temporary handicap has been assessed for the Provisional Member by an Ordinary Member nominated by the Management Committee for that purpose. This shall not occur until the Provisional Member has tendered to the Club three (3) consecutive score cards, each for a full round of eighteen (18) holes signed by the Provisional Member and countersigned by an Ordinary Member who accompanied the Provisional Member for the whole of those rounds.

**JUNIOR MEMBERSHIP**

25. The Club actively encourages junior members of the community to actively participate in the game of golf. To this end the Club encourages junior members of the community to join the Club to learn, play and indeed excel in the game of golf. Fee concessions are, therefore, available to Junior Members in order to encourage them to further participate in the sport. For the welfare of Junior Members there must, necessarily, be guidance with respect to them and harm minimisation procedures activated. This Club, therefore, fully acknowledges, supports and adheres to the provisions of the RCA dealing with Junior Members. To that end and cause, the following provisions apply to Junior Members:-
25.1 they may participate in competitions and activities especially designed by the Club for them;

25.2 concessional fees shall apply to their participation in competition, Club activities and their Membership; such concessions to be determined from time to time by the Management Committee;

25.3 all requirements of the RCA and the regulations made under it with respect to junior members of sporting clubs shall be followed;

25.4 no Junior Member shall enter any part of the Club premises which are licensed unless in the presence of a parent or guardian who is a member of the Club not being a Junior Member;

25.5 entry by a Junior Member into licensed areas of the Club premises shall only be for the purpose of receiving prizes, trophies, accolades or other awards as a result of either that Junior Member’s golfing results or other contributions which that member may have made to the Club;

25.6 the Junior Member may not remain in the Club’s licensed premises if the parent or guardian is not also in those premises and in visual contact with the Junior Member;

25.7 a Junior Member shall not be served alcohol;

25.8 at the time of their application and upon their admission as members, Junior Members must retain at all times the following criteria:–
  • good character and repute with the community;
  • be likely to be compatible with other Junior Members and also other members of the Club;
  • not be liable to exclusion from the Club under any provision of these By-laws.

The Management Committee may determine at its sole discretion whether a Junior Member adheres to the above criteria.

25.9 Junior Members shall not be entitled to introduce guests to the Club, nominate persons to Membership of the Club, attend any meetings of the Club, vote at any election, hold any position of office or nominate members for office of the Club;

25.10 a Junior Member, within two (2) months after attaining the age of eighteen (18) years, must make written application in accordance with the Club’s application form for Membership to the Club in the category and class required. There need be no proposer or seconder to that application, nor need the application be published on the Club’s noticeboard. The Management Committee will deal with the application so soon as is practicable and advise the Applicant of its decision.
Pending that decision the Applicant shall be a Provisional Member. No entrance fee or subscription need be paid by the Applicant pending determination of the application. If Membership is granted then within one (1) month thereafter all subscriptions and other fees then due and payable shall be made. A pro rata reduction in subscriptions shall apply where an Application for Membership is made part way through a Financial Year. In no circumstance shall a person who was a Junior Member be required to pay an entrance fee upon Application for Membership under these provisions;

25.11 for the purposes of these provisions regarding Junior Membership, a member who invites a Junior Member into restricted areas of the Club premises in accordance with the RCA and these By-laws shall be deemed to be the guardian of that Junior Member for the whole of the time that the Junior Member remains within the restricted area unless the member who invites the Junior Member into that area is the Junior Member's parent who must be an Ordinary Member.

25A.1 Any person, member or otherwise, who proposes to work with, coach, transport or act in any manner where that person will have authority or contact over or with junior members other than that person's own child shall notify the Secretary /Manager before undertaking those roles.

25A.2 That person must produce a working with children approval certificate in whatever form as is required by NSW legislation to the Secretary/Manager and the Club Professional. The Secretary/Manager will take a copy of that certificate and place it in a register that is established for that particular purpose.

25A.3 Any person who acts in contravention of this By-Law shall be liable to the sanctions provided for in these By-Laws for any breach.

**HONORARY MEMBERS**

26. Notwithstanding any other provisions in these By-laws as to classes of Special Members, the following provisions shall apply to those Special Members who are or become Honorary Members.

27. Such persons as determined by the Management Committee from time to time may be admitted as Honorary Members of the Club. Honorary Members shall be relieved of any obligation or liability with respect to the payment of any fee.

28. An Honorary Member shall be entitled only to the privileges of a social member of the Club and to play golf and such other games, recreations and past times as determined by or on the invitation of the Management Committee from time to time.
29. Honorary Membership may be granted by the Management Committee to any person over the age of eighteen (18) years provided that person is either a current patron of the Club, a prominent citizen or a dignitary visiting the Club for some special occasion.

30. The Secretary shall keep appropriate records of the names and addresses of all Honorary Members. Those records shall specify the date or occasion or period in respect of which Honorary Membership is granted.

31. The Management Committee shall have the power to cancel the Membership of any Honorary Member without notice and without assigning any reason for doing so.

**TEMPORARY MEMBERS**

32. A Temporary Member:-

32.1 may be a Guest attending the Club premises for the primary purpose of playing golf;

32.2 must have a GolfLink registration and handicap;

32.3 may play in Club competitions excluding championships;

32.4 may be a member of an affiliated golf club;

32.5 must be signed into the Clubhouse by an Ordinary Member by signing the Temporary Members Register each day he or she enters the Clubhouse;

32.6 shall have the rights and be subject to restrictions applicable to a member's guest. However, a Temporary Member who is a member of an affiliated club shall have all rights and be subject to restrictions as per the applicable affiliation protocol;

32.7 may be awarded competition prizes;

32.8 must pay competition green fees if playing in a Club competition;

32.9 must be at least eighteen (18) years of age unless attending the Club premises to play in junior competitions in which case the provisions of the Constitution, these By-laws and the RCA, as applicable to juniors, shall apply;

32.10 must have an ordinary place of residence in New South Wales which is outside of a 5 kilometre radius from the Club premises;

32.11 where not a member of an affiliated club, must be a member of another registered club with similar objects to those of this Club;

32.12 may be a person whose ordinary place of residence is interstate or overseas.
STAFF MEMBERS

33. Staff Members:-

33.1 are permanent full-time or part-time employees of the Club who are elected as Staff Members by the Management Committee or transferred by the Management Committee from any other class of Membership to staff Membership of the Club;

33.2 who cease to be employees of the Club shall forthwith cease to be Staff Members of the Club, but may, at the discretion of the Management Committee, be transferred to another class of Membership subject to their conforming with the criteria for that class of Membership;

33.3 subject to the terms and conditions of their employment, may play in competitions and tournaments and be eligible to win competition prizes;

33.4 may be deemed by resolution of the Management Committee to be a sub-class of any class in the category of Ordinary Membership.

OTHER PROVISIONS AS TO MEMBERSHIP

34. The Management Committee shall have an absolute and exclusive right at the request of a member to change or transfer that member from a category or class to another category or class. Where there is such a change or transfer then there shall be paid by or to the member transferring a balancing adjustment with respect to the fees, subscriptions and charges paid with respect to the original category or class and the fees, prescription or charges payable with respect to the category or class to which the member is transferred.

35. At any time and from time to time the Management Committee may change the criteria applicable to the categories or classes of Membership.

36. The Management Committee may determine, where it believes it to be in the interest of the Club or the members generally, to expand or reduce the categories or classes of Membership and to exclude or include any member either from or in either a category or class and in so doing need not provide an explanation for its actions. However, should a member who is affected by this determination be required to pay fees, subscriptions or charges in excess of those payable with respect to the category or class from which he or she is being transferred then such member may refuse the proposed exclusion or inclusion.

37. The Management Committee may limit the total number of members of the Club and alter that limit from time to time.

38. Where an Application for Membership has been made to the Management Committee it may postpone its deliberation on that application where:-
38.1 it requires further information about an applicant;

38.2 it considers that there is no vacancy in the category or class of member at the relevant time for which a person may have applied;

38.3 it considers that there are other reasonable grounds to postpone its deliberation;

and where 38.1 or 38.3 above applies, it may grant provisional Membership to an applicant pending the conclusion of its deliberations.

APPLICATION FOR MEMBERSHIP

These Applications for Membership Provisions are subject to paragraphs 10 to 14 inclusive of the Constitution

39. Application for Membership shall be made in writing to the Secretary on such form or forms as the Club at the relevant time may make available for the purpose.

40. All applications shall state the category and class of Membership to which the applicant aspires and shall provide the applicant’s full name, residential address (or postal address), home phone number, mobile phone number, e-mail address and occupation.

41. Each application will contain a statement that the applicant, if granted Membership, shall be bound by the provisions of the Club’s Constitution and By-laws and any lawful directions of the Management Committee in exercising its powers. The application shall be signed by the applicant and be countersigned by a proposer and seconder, who must be Ordinary Members. However, if the application is for Special Membership then it needs to be signed by the applicant and by a proposer and seconder who may be Special Members, not being Junior Members, Honorary Members, Patrons or Temporary Members. An application for Social Membership shall be signed by the applicant and by two (2) other members.

42. An Application for Membership (other than Social or Junior Membership) shall be accompanied by such entrance fee as set from time to time by the Management Committee. With respect to an application for Ordinary Membership, the Management Committee may also require that a part-payment of the annual subscription for the particular class of Membership be paid at the time the application is made. The part-payment of the annual subscription shall be calculated pro rata based upon the time of the Financial Year at which the Application for Membership is made.

ESTABLISHMENT OF ADMINISTRATIVE COMMITTEES

43. The Management Committee may at its discretion establish committees and sub-committees for the better administration of the Club and for the benefit of members generally. The committees may be standing or temporary. The standing Committees established under the provision of this By-law are:
43.1 the Finance Committee;
43.2 the House Committee;
43.3 the Greens Committee;
43.4 the Match Committee;
43.5 the Marketing Committee.

44. Temporary Committees may be established for specific purposes, for example:-

44.1 the conduct of tournaments;
44.2 corporate days;
44.3 charity days; and
44.4 other special events.

45. With regard to the Standing Committees the following shall apply:

**Finance Committee**

45.1 The Finance Committee shall consist of the Treasurer (who will act as Chairperson), the Secretary (who shall not have a vote) and up to three (3) other Directors appointed by the President or failing him or her then by the Management Committee and shall meet once a month prior to the regular monthly meeting of the Management Committee. The Management Committee can reduce the frequency of meetings of the Finance Committee.

45.2 The Finance Committee’s function shall include but shall not be limited to:-

45.2.1 to discuss, accept or otherwise all annual budgets presented to it by any other sub-committee, to prepare an annual budget for the Club, to prepare profit and loss statements, a balance sheet and other financial statements for scrutiny by the auditor and for ultimate presentation to the Annual General Meeting and to the Management Committee in the interim for its approval;

45.2.2 to determine the prices to be charged for all products and services provided by the Club;

45.2.3 to determine from time to time:-

45.2.3.1 entrance fees;
45.2.3.2 annual subscriptions for the various classes of Membership;
45.2.3.3 green fees; 
45.2.3.4 competition fees; 
45.2.3.5 locker fees; 
45.2.3.6 affiliation fees (in conjunction with determinations by the relevant ruling golfing bodies); 
45.2.3.7 buggy fees; 
45.2.3.8 golf cart fees; 
45.2.3.9 insurance fees; 
45.2.3.10 entrance fees; 
45.2.3.11 necessary levies on members; 
45.2.3.12 a capital works levy; 
45.2.3.13 cart shed fees; 
45.2.3.14 service fees for payments made by credit cards; 
45.2.3.15 fees for the hiring out of Club premises and facilities; 
45.2.3.16 all sub-committees’ expenditure recommendations.

45.3 The Secretary shall present to the Treasurer all data and other particulars to enable the Treasurer to accurately determine the profitability or otherwise of the Club. The Management Committee may require the Secretary to present to it the same data from time to time.

45.4 All members of the Finance Committee must be Ordinary Members.

House Committee

45.5 The House Committee shall consist of at least four (4) Directors or Ordinary Members and at least one of those members must be a Director all of whom shall be appointed by the President or failing him or her then by the Management Committee. A Staff Member may be invited to join this committee. The committee shall meet at least monthly unless the Management Committee reduces the frequency of these meetings.

45.6 The duties of the House Committee are:-

45.6.1 to develop and maintain all services to members within the Clubhouse;
45.6.2 take responsibility for the maintenance and development of the Clubhouse and its décor;

45.6.3 oversee functions to be held within the Clubhouse, whether the functions are for members or otherwise;

45.6.4 organise the landscaping and maintenance of gardens surrounding the Clubhouse;

45.6.5 liaise with other committees when Club events are held, such as “9 & Dine” evenings, club championships, corporate days, Pro-Am events; oversee and be responsible for the functioning of the bar and the Club’s restaurant;

45.6.6 to see to the provision of cold drinks and snacks in the Pro-Shop;

45.6.7 to organise catering services from time to time, as needed;

45.6.8 to make an appraisal of the Secretary’s performance from time to time and to deliver those appraisals in writing to, and if requested by, the Management Committee.

45.6.9 to deal with matters considered to be within the ambit of the functions of the House Committee.

**Greens Committee**

45.7 The Greens Committee shall consist of at least four (4) Directors or Ordinary Members appointed by the President or failing him or her then by the Management Committee. The Course Superintendent or Head Greenkeeper or other person having overall responsibility for the management of the Course and its surrounds shall be an additional party to this Committee.

45.8 The function of the Greens Committee shall be but not limited to:-

45.8.1 direct and control the management and upkeep of the Course;

45.8.2 determine the times and dates on which the Course shall be available;

45.8.3 advise the Match Committee of the existence of such playing or other conditions on the Course as, in the opinion of the Greens Committee, requires protection by way of a local rule, postponement of play or of a competition, disallowing the use of carts or otherwise;

45.8.4 advise the Management Committee of any course improvement requirements and recommended asset purchases and sales.

45.8.5 to deal with matters considered to be within the ambit of the functions of the Greens Committee.
Match Committee

45.9 The Match Committee shall consist of the Club Captain and at least three (3) Directors or Ordinary Members appointed by the President or failing him or her then by the Management Committee. Additional Ordinary Members may be invited to join this committee including a representative of the Ladies’ Committee, a representative of the Veterans’ Committee and, if the Club has a person responsible for promotion of juniors then that person as well. If the Club has a Club Professional, that professional also may be invited to join this committee.

45.10 The Match Committee shall be responsible to the Management Committee for the administration of all aspects of the playing of golf at the Club.

45.11 Specific functions include but not limited to:-

45.11.1 meet at least once a month;

45.11.2 determine the conditions of play and results of golfing events;

45.11.3 manage all matters affecting competitions, matches, tournaments and general play on the Course;

45.11.4 preparation of the annual golfing programme of events and Club championships;

45.11.5 adjudicate on the Rules of Golf;

45.11.6 determine local rules in accordance with the Rules of Golf and from advice which may be given by the Greens Committee;

45.11.7 be responsible for the selection of the players for all matches requiring such selection;

45.11.8 supervise junior golfing events;

45.11.9 provide the Course Superintendent or head of the greens staff with instructions relating to course designation, placement of tees and pins and similar instructions in conjunction with advice from the Greens Committee;

45.11.10 any protests in connection with a competition, match, tournament or championship shall be delivered in writing to the Secretary or Captain, or if they are unavailable to another member of this committee. The communication must be made immediately upon completion of such match, competition, tournament or championship in accordance with the Rules of Golf;
45.11.11 protests shall be dealt with by the Match Committee as early as possible and the decision of that committee shall be final;

45.11.12 assisting nominated committees to run special golfing events, charity days, corporate days and similar.

45.11.13 consider any advice from the Greens Committee pursuant to paragraph 45.8.3.

Marketing Committee

45.12 The Marketing Committee shall consist of at least two (2) Directors and two Ordinary Members who may also be Directors appointed by the President or failing him or her then by the Management Committee. Other Ordinary members may be invited to the committee.

45.13 The functions of the Marketing Committee include but not limited to:-

45.13.1 promotion of the Club;

45.13.2 expansion of membership;

45.13.3 responsibility for the Club’s website and its content;

45.13.4 engender affiliations and reciprocities with other Clubs and organisations;

45.13.5 seek corporate and other sponsorship;

45.13.6 conduct promotional activities as it may determine;

45.13.7 where the Pro-Shop is not leased, to oversee management of stock, purchases, marketing, sales and general operations.

GENERAL PROVISIONS RELATING TO STANDING COMMITTEES

46. The Finance Committee, House Committee, Greens Committee, Match Committee and the Marketing Committee are Standing Committees. The following provisions shall provide generally to those Standing Committees:

46.1 the Standing Committees shall have continuous function until they are disbanded by the Management Committee;

46.2 the President shall be an ex-officio member of all Standing Committees, but need not attend their meetings. The Secretary shall attend meetings of each Standing Committee where possible. Neither the President nor the Secretary shall attend meetings of the Ladies Committee or the Veterans Committee unless he or she is
a member of those committees or invited by a member of those committees to
attend;

46.3 minutes of the Standing Committee shall be taken and recorded in like manner
to the minutes of the Management Committee and shall be delivered to the
Management Committee as soon as is practicable;

46.4 the duties and functions and the number of members of each Standing Committee
may be altered from time to time as the President or failing him or her then the
Management Committee deems fit;

46.5 where the functions of one or more of the Standing Committees intertwine with
the functions of another committee then those committees must hold a joint
meeting to achieve an intended result;

46.6 the President or failing him or her the Standing Committees shall elect either a
permanent Chairperson or may elect a temporary Chairperson at the
commencement of each committee meeting;

46.7 the business at all meetings of a Standing Committee shall be confidential and
shall not be the subject of disclosure except to the Management Committee or
any of its Directors;

46.8 a Standing Committee may appoint a sub-committee drawn from Ordinary
Members of the Club to assist the Standing Committee in the performance of its
functions. Any sub-committee so appointed shall remain in existence until it is
disbanded by the Standing Committee. The business of any sub-committee is
confidential to the same extent as is the business of the Standing Committee.

SPECIAL PURPOSE COMMITTEES

47. The Management Committee may appoint from Club members persons to sit on
sub-committees for any purpose which the Management Committee deems is in the best
interests of the Club and to assist in its management. Such special committees shall
carry out tasks as the Management Committee shall declare. Members of special
committees need not all be members of the Club and may be requested to sit on a special
committee in an advisory capacity. The business of any special purpose committee is
confidential to the same extent as is the business of the Management Committee and
Standing Committees.

GENERAL PROVISIONS PERTAINING TO ALL COMMITTEES

48. The following provisions shall apply to all committees, except the Management
Committee, the Ladies Committee and the Veterans Committee unless elsewhere
stipulated to the contrary:
all committees must be dissolved on or before the Annual General Meeting of the Club, but may be re-appointed by the new President or failing him or her then by the new Management Committee either in their original or amended form and at any time after the Annual General Meeting;

all the committees must report to the Management Committee at the times and in the manner as may be stipulated by the Management Committee;

should a vacancy arise on a committee, then the vacancy may either be allowed to stand or be filled by another Ordinary Member as nominated by that committee, however any person may be appointed to fill a vacancy on a special purpose committee;

the President or failing him or her then the Management Committee may increase or reduce the number of members on a committee;

the quorum for a meeting of a committee shall be two (2) members. Proxies will not be allowed at a meeting of committees;

a committee may only exercise the powers and functions allotted to it;

the Board’s power of veto also applies to special purpose committees.

GENERAL PROVISIONS PERTAINING TO THE MANAGEMENT COMMITTEE

The Management Committee shall have full autonomy in the conduct of its business and its meetings.

Unless otherwise specified in either these By-laws or the Constitution any resolution of the Management Committee shall be passed by a simple majority of votes.

Unless otherwise agreed by the Management Committee no Director shall be permitted to be technologically present (within the meaning of the Constitution) for more than two meetings in any Financial Year.

All Directors must approve of the technological presence either at the beginning of or prior to a meeting.

Technological presence will only be accepted for good and sufficient reasons such as work commitments, illness, vacation, serious family needs and other reasons which the Management Committee may allow from time to time.

If a Director seeks consent to a technological presence at a forthcoming meeting, that Director should seek that consent at the last prior meeting. Where necessity dictates a shorter notice then a Director should seek consent, if possible, by giving at least fifteen (15) days notice to the Secretary.
LADY GOLFERS

50 All Ordinary Members of the Club who are female and eighteen (18) years of age or more may form an association which shall be a club within this Club. It shall exist expressly for the purpose of conducting golfing tournaments, competitions and special days for Ordinary Members of the Club who are female and their lady visitors. For the purpose of these provisions dealing with the activities of lady golfers, the members are referred to as “Lady Members”.

51 Lady members shall, at their Annual General Meeting, form a “Ladies’ Committee” which shall consist of a president, vice president, captain, secretary, treasurer and a committee of four (4) other Lady Members. Any five (5) of them shall form a quorum at any meetings of the Ladies’ Committee. The Ladies’ Committee shall be responsible to the Management Committee of the Club.

52 Once in each year, prior to the Club’s Annual General Meeting the Lady Members shall convene an Annual General Meeting of themselves.

53 Twenty-one (21) clear days notice of any Annual General Meeting shall be given and such notice shall set the general nature of business and detail any special business to be conducted at that meeting.

54 For all general meetings of Lady Members, five percent (5%) of registered Lady Members shall constitute a quorum.

55 Members of the Ladies’ Committee shall hold office, unless they resign or be removed earlier, until and including the next Annual General Meeting of the Lady Members when those members shall vote in a new Ladies’ Committee.

56 Nominations for Membership of the Ladies’ Committee shall be accepted for the positions of president, vice president, captain, secretary and treasurer and any other position as deemed necessary by the Lady Members.

57 No Lady Member shall be eligible for election unless she is present at the meeting or has signified in writing to the secretary of the Ladies’ Committee her willingness to hold office. Only Lady Members who are also Financial Members at the time may nominate a Lady Member for any position. Such nomination must be in writing and signed by two (2) Lady Members, both of whom must be Financial Members at the time.

58 The office of president and captain of the Ladies’ Committee may be extended to a two (2) year period if the Lady Members at a General Meeting so resolve.

59 If there are insufficient written nominations for positions on the Ladies’ Committee then nominations for those positions can be taken from the floor at the Annual General Meeting.
If a member of the Ladies’ Committee is also a member of the Management Committee then that Lady Member may not divulge any business of the Management Committee unless authorised to do so by the Management Committee. A membership of both committees shall not be deemed a conflict of interest.

If only one nomination for any position on the Ladies’ Committee is received, then that nominee shall be declared ‘elected unopposed’. If any position has not been nominated then nominations shall be called from the floor at the meeting. If nominations are received equal to the required number of positions then available on the Ladies’ Committee, then the nominees are taken to be elected to the relevant positions on that committee. In the event of more than the required number nominating for the position, election by secret ballot must then take place. A scrutineer or scrutineers shall be nominated by the newly elected president or should that not have occurred, then by the outgoing president. If the number of nominations is still less than the required number, the Ladies’ Committee may subsequently appoint a Lady Member who is also a Financial Member to fill that vacant position until the next Annual General Meeting of Lady Members.

**Ladies’ Extraordinary General Meetings**

An Extraordinary General Meeting of Lady Members may be called at any time by the president of the Ladies’ Committee or by three (3) members of that committee who shall make a written request to the president for that purpose who shall then cause the Extraordinary General Meeting to be called. Any written request for an Extraordinary General Meeting shall specify the subject or subjects to be discussed and if necessary put to the vote at that meeting.

Fourteen (14) clear days notice of such meeting and the business to be brought before it (to which the discussion shall be strictly confined) shall be given to all Lady Members by either post or e-mail.

**Duties of the Ladies’ Committee**

The Ladies’ Committee shall:

64.1 meet at least once each month in the Clubhouse at such times and on such days as may be fixed by the Ladies’ Committee at its first meeting after election. The meeting shall not be held on a day on which the Management Committee meets. The Ladies’ Committee shall report monthly in writing to the Management Committee;

64.2 elect a Match Committee. The Match Committee shall consist of such number of members as determined by the Ladies’ Committee. The Match Committee shall be elected at the first meeting of the Ladies’ Committee after their election and shall have similar duties and powers with regard to the conduct of tournaments,
competitions and special days for Lady Members and their visitors as the Match Committee elected or nominated by the Management Committee;

64.3 control, subject to any Management Committee directives or Constitution and By-laws of the Club, all play by ladies on the Course;

64.4 deal with any disputes arising from play by ladies on the Course and shall be responsible for the observance by the ladies of any rules laid down by the Ladies' Match Committee or by the Management Committee;

64.5 report to the Management Committee at the end of each Financial Year by lodging a written report of the activities of the Ladies' Committee during the year and a copy of the financial statements of the Ladies' Committee duly signed by the ladies' president as confirmation of its accuracy;

65 The Ladies' Committee may at any time:

65.1 submit to the Management Committee for consideration any complaint, report or suggestion signed by the lady president and the lady secretary;

65.2 at its discretion appoint an entertainment committee of such numbers as its thinks fit.

66 The secretary of the Ladies' Committee shall keep full and correct minutes of any meetings of the Ladies' Committee and deal with any correspondence arising from those minutes. A copy of the signed minutes shall be forwarded to the Management Committee as soon as practicable.

67 Without the express consent of the Management Committee the Ladies' Committee shall not incur any debt or obligation of a financial nature where the debt or obligation would be a financial obligation on the Club. However, the Ladies' Committee may call upon Lady Members to contribute to a separate fund to cover any debt or obligation which the Ladies' Committee sees forthcoming.

68 All fees and charges imposed by the Ladies' Committee on Lady Members and any funds or moneys raised by the Ladies' Committee from Lady Members shall be the property of the Club, but may be expended by the Ladies' Committee (up to a maximum of $1,500.00) without obtaining approval from the Management Committee for the purpose of conducting golfing tournaments, competitions and special days and entertainment in the Club premises for Lady Members and lady visitors. Any surplus remaining at the end of the Financial Year of the Club shall be dealt with in accordance with the directions of the Club Treasurer.

69 “Lady Members” falls within the category of Ordinary Membership.
The "Wagga Wagga Country Club Veteran Golfers" constitutes a club within the Club expressly for the purpose of conducting golfing tournaments, competitions and special days for Veteran Golfers and their veteran visitors. Veteran Golfers and veteran visitors playing in competitions run by Veteran Golfers must be above the age of 55 years. The Veteran Golfers is an affiliate member of the NSW Veteran Golfers Association.

"Veteran Golfers" is not to be confused with "Veteran Members" who are members of the Club and entitled to some concessions and who are above the age of eighty (80) years. Veteran Members, of course, may become members of the Wagga Wagga Country Club Veteran Golfers Club (from now on referred to in these provisions simply as "the Veteran Golfers").

Veteran Golfers shall, at their first meeting called amongst themselves, elect a president, vice president, captain, secretary and treasurer and a committee of five (5); any five (5) of whom shall form a quorum at any meetings of that committee. The committee shall be known as the "Veterans’ Committee".

The Veterans’ Committee shall have the autonomy for managing its own affairs, but recognises the obligation of being ultimately responsible to the Club and the Management Committee in all matters dealing with the welfare of the Club.

Without the express consent of the Management Committee the Veterans’ Committee shall not incur any debt or obligation of a financial nature where the debt or obligation would be a financial obligation of the Club. However, the Veterans’ Committee may call upon Veteran Golfers to contribute to a separate fund to cover any debt or obligation which the Veterans’ Committee sees forthcoming.

All fees and charges imposed by the Veterans’ Committee on Veteran Golfers in any funds or money raised by the Veterans’ Committee from Veteran Golfers shall be the property of the Club but may be expended by the Veteran’s Committee (up to a maximum of $1,500.00) without obtaining approval from the Management Committee for the purpose of conducting golfing tournaments, competitions and special days and entertainment in the Club premises for Veteran golfers and Veteran visitors. Any surplus remaining at the end of the Financial Year of the Club shall be dealt with in accordance with the directions of the Club Treasurer.

The Veterans’ Committee shall also be responsible to the Management Committee of the Club for such matters as the Management Committee may designate from time to time or as otherwise contained in these By-laws.

Once in each year there shall be convened an Annual General Meeting of Veteran Golfers to be held at the Club premises. The Annual General Meeting shall not be held on a day where the Management Committee holds a meeting or the Ladies' Committee holds a
meeting. The Annual General Meeting shall be held prior to the Club's Annual General Meeting in each year.

At every Annual General Meeting Veteran Golfers shall elect the Veterans' Committee.

Twenty-one (21) clear days notice of any Annual General Meeting shall be given and such notice shall set the general nature of business, if any, other than the election of the Veterans' Committee. Standard business for the Annual General Meeting of Veteran Golfers will be to receive and consider the president's report, captain's report and to also receive and consider financial statements, balance sheets and accounts which need not be audited, but confirmed by the treasurer. Members of the Veterans' Committee shall hold office until the next Annual General Meeting of Veteran Golfers.

An Extraordinary General Meeting at any time may be convened by the Veterans' Committee to discuss urgent business which may arise from time to time. A meeting may only be authorised by the president or three (3) other members of the Veterans' Committee, who shall requisition the president to call that meeting. The requisition must be in writing and state the purpose or purposes for which the meeting is called. No other business shall be discussed at that meeting.

The Veterans' Committee may at any time submit to the Management Committee of the Club for consideration any complaint, report or suggestion signed by the president and secretary of the Veterans' Committee.

The Veterans' captain will arrange a programme of competitions and events to be played by Veteran Golfers during the year, such programme to be submitted to the Management Committee or a delegate of the Management Committee for approval.

Subject to the rules of the Club, the Veterans' captain shall control all play by Veteran Golfers on the Course and shall be responsible for observance by Veteran Golfers of any rules laid down by the Management Committee.

The secretary of the Veterans' Committee shall keep in custody all records, books and other documents relating to Veteran Golfers.

Full and correct minutes of any meetings of the Veterans' Committee and also of the Annual General Meeting and any Extraordinary General Meeting and copies of them, certified as correct by an office bearer on the Veterans' Committee shall be presented as soon as practicable to the Secretary of the Club.

Office bearers of the Veterans' Committee shall hold office, unless they resign or be removed, until and including the next Annual General Meeting of Veteran Golfers where a new committee shall be elected.

Nominations for the Veterans' Committee shall be accepted for the position of president, vice president, captain, secretary and treasurer (and any other position as deemed necessary by the outgoing committee). No Veteran Golfer shall be eligible for election
unless present at the meeting or has signified in writing a willingness to hold office. Only Financial Members may nominate a person for any position. Such nomination must be in writing and signed by two financial Veteran Golfers.

If only one nomination for any position is received, then that nominee shall be declared “elected unopposed”. If any position has not been nominated, then nominations shall be called from the floor at the meeting. If nominations are received equal to the required number of positions, then the nominees are taken to be elected to the relevant positions on the Veterans’ Committee. In the event of more than the required number nominating for the position, election by secret ballot must take place. A scrutineer or scrutineers shall be nominated by the outgoing President. If the number of nominations is still less than the required number, then the Veterans’ Committee may subsequently appoint a financial Veteran Golfer to fill that vacant position until the next Annual General Meeting of Veteran Golfers.

With the exception of the Annual General Meeting for which twenty-one (21) clear days notice must be given, fourteen (14) clear days notice must be given with respect to the calling of any Extraordinary General Meeting. Such notice must contain a statement of the business to be brought before it (to which the discussion shall be strictly confined). That notice may be sent by post to individual members of Veteran Golfers or by posting it on the Club Notice Board or in such other manner as the Veterans’ Committee may from time to time determine.

**Duties of the Veterans’ Committee**

The Veterans’ Committee shall:

88.1 meet at least once each month in the Clubhouse at such times and on such days as may be fixed by that committee at its first meeting after election, but not on days where there is to be held a meeting of the Management Committee or the Ladies’ Committee;

88.2 in conjunction with the Veterans’ captain, elect a Match Committee if deemed appropriate (the “Veterans’ Match Committee”). The purpose of this Match Committee shall be to assist the Veterans’ captain in carrying out his or her functions as indicated above;

88.3 either the captain or the Veterans’ Match Committee, as the case may be, shall deal with any disputes arising from play by Veteran Golfers on the Course;

88.4 the Veterans’ Committee may at any time submit to the Management Committee of the Club for consideration any complaint, report or suggestion signed by the president and captain of the Veterans’ Committee.
The Club may employ a teaching professional golfer as the Club Professional to operate the Pro-Shop. Alternatively, the Club may enter into a contract with a teaching professional golfer to lease the Pro-Shop and to run the Club Professional's business on terms and conditions pre-determined by negotiations between the Club and that professional. The professional need not necessarily be certified by the Australian Golf Teachers Federation.

Where no Professional is employed or contracted then it shall be the responsibility of the Management Committee to see to the running of the Pro-Shop. This may be effected by way of delegation to a committee or a member (who may be employed for the purpose) or by employing a third person or by seeking the assistance of volunteers from the Club's members. The person running the Pro-Shop shall also be the “Starter” that is the person who calls players to the tees in advance of their appointed time to commence play. Any person having responsibility for the Pro-Shop shall also have responsibility with respect to the receipt of moneys, bookings of starting times, enforcement of dress regulations, golf cart hire and the supervision of the use of carts as well as the behaviour of persons on Course.
THE SECRETARY

91. The Secretary (who shall also hold within the Club the office of General Manager):-

91.1 shall be appointed by the Management Committee for such term and at such remuneration and upon such conditions as that committee thinks fit. The Secretary may also be removed by that committee;

91.2 shall carry out all duties and instructions which the President or the Management Committee shall reasonably direct;

91.3 shall ensure that the Club complies with all the provisions of both the Act and the RCA (and regulations made under it) so far as they may be applicable to the Club;

91.4 shall take all reasonable steps and procedures to ensure that the Club security and systems comply with the RCA and regulations, publications made by the Office of Liquor Gaming & Racing, especially with regard to juniors and their protection and Junior Membership of sporting clubs;

91.5 shall convene and, if requested, attend meetings of the Management Committee and of other standing committees, taking minutes of the business transacted thereat and shall enter them into the Minute Book (which may be done electronically);

91.6 shall conduct keep and produce the correspondence in connection with the Club;

91.7 shall keep at the Club premises all registers required to be kept by law as well as a register containing the names and addresses and occupations of all members, the category and class of Membership to which each member belongs and a record showing the dates of payment by them of subscriptions, entrance fees and all monies due by them;

91.8 shall post on the Club Notice Board all notices required to be so posted either by these By-laws of the Constitution or as directed by the President or the Management Committee;

91.9 shall prepare and submit to the Management Committee for approval the annual report of the Club’s affairs for presentation as the Annual Report to the Annual General Meeting;

91.10 shall apply within the times prescribed for such registration and renewals required by statute or regulations as are necessary for the business and continuing operation of the Club and he or she shall also comply with rules and requirements of the NSW Golf Association which may be applicable to this Club;

91.11 shall generally perform and carry out all the duties pertaining to the office of both Secretary and Manager although the Management Committee may appoint or
employ other persons to manage certain areas of the Club and aspects of Club business;

91.12 shall have no voting rights but otherwise shall have the rights of a Full Member.

91.13 shall not be a member of the Management Committee, but when in attendance at committee meetings, may take active part in its deliberations and give advice as necessary.

91.14 shall keep all matters raised and information obtained at meetings strictly confidential which shall not be disclosed without the approval of the President and/or Management Committee.

92 Should the secretary be absent due to ill health, being on leave or for other necessary reasons then, so far as the law will allow, the Management Committee shall appoint an office manager to carry out the duties of the Secretary during that period of absence.

**COMPLAINTS**

93 All complaints on any matter connected with the management or services provided by the Club, conduct of other members, matters dealing with the golf course and its operation and matters dealing with the Clubhouse and surrounding areas must be made in writing to the Secretary.

93A ALL COMPLAINTS REGARDING THE CONDUCT OF ANY MEMBER OR VISITOR IN THE CLUB HOUSE IS TO BE MADE, IN THE FIRST INSTANCE, TO THE GENERAL MANAGER OR IN HIS OR HER ABSENCE TO THE DUTY MANAGER (HEREAFTER IN THIS CLAUSE CALLED THE MANAGER).

THE MANAGER UPON RECEIVING SUCH A COMPLAINT MAY CONDUCT AN IMMEDIATE INVESTIGATION OF THE COMPLAINT.

IF THE MANAGER HAS WITNESSED THE BEHAVIOUR COMPLAINED OF, OR AFTER AN IMMEDIATE INVESTIGATION HAS DEEMED A PRIMA FACIE CASE HAS BEEN ESTABLISHED, THEN THE MANAGER MAY SUSPEND A MEMBER FROM ALL PRIVILEGES OF MEMBERSHIP UNTIL THE MEETING OF THE DISCIPLINARY COMMITTEE AND ITS DETERMINATION IN RELATION TO THE ALLEGATIONS.

THE MANAGER MAY, IF THE COMPLAINT RELATES TO A VISITOR TO THE CLUB, REQUEST THE VISITOR TO LEAVE THE CLUB IMMEDIATELY.

93B THE MANAGER SHALL SUSPEND A MEMBER FROM ALL PRIVILEGES OF MEMBERSHIP OR REQUEST A VISITOR TO LEAVE THE CLUB HOUSE IF THE MEMBER OR VISITOR IS:
DRUNK
VIOLENT
ARGUMENTATIVE
DISORDERLY
SMOKING IN A NON-SMOKING AREA
SUSPECTED OF POSSESSING DRUGS

THE PERIOD OF SUCH SUSPENSION OF PRIVILEGES OF MEMBERSHIP
SHALL BE AT THE DISCRETION OF THE MANAGER. A VISITOR WHO HAS BEEN REQUESTED TO LEAVE THE CLUB SHALL BE BARRED FROM THE CLUB FOR SUCH PERIOD AS THE MANAGER MAY DETERMINE BUT SHALL NOT BE LESS THAN 24 HOURS.

93C A MEMBER SHALL NOT SAY, PUBLISH OR WRITE OR CAUSE TO BE SAID PUBLISHED OR WRITTEN BY THE USE OF ELECTRONIC MEDIA OR OTHERWISE ANYTHING MALICIOUS, INTIMIDATORY OR OTHERWISE IMPROPER ABOUT THE CLUB, THE MANAGEMENT COMMITTEE, ITS MEMBERS, ITS EMPLOYEES OR SPONSORS OR ANY PERSON OR BODY WHO HAS AN ASSOCIATION WITH THE CLUB.

94 The Secretary shall see that any complaints are referred to the Management Committee which may, in turn, forward those complaints to a Standing Committee if applicable, or may deal with the complaints itself or may establish an appeal or judiciary committee of not more than four (4) members to specifically deal with those or any other complaints. Refer to Member and Visitor Code of Conduct and Disciplinary Policy which shall be deemed part of these By-Laws.

95 A complaint concerning an employee must not be made by a member to that employee, but must be dealt with in the procedure previously indicated. No member shall directly reprimand an individual employee who must be treated courteously at all times.

NOTICES

96 A notice to a person by the Club, the Management Committee or any other committee is regarded as given and received:-

96.1 if it is delivered personally or sent by fax or electronic message:-

96.1.1 by 5:00pm (local time in the place of receipt) on a business day – on that day;

96.1.2 after 5:00pm (local time in the place of receipt) on a business day or on a day that is not a business day – on the next business day; and

96.2 if it is sent by mail:-
96.2.1 within Australia – on the second (2nd) business day after posting; or
96.2.2 to a place outside Australia on the seventh (7th) business day after posting;

97 A certificate in writing signed by a member of the Management Committee or the Secretary stating that a notice was sent is conclusive evidence of service of the notice.

98 If the Secretary is aware that the registered address of a member in the Club’s records is not the current address of a member and the Secretary knows no other address then a notice to a member shall be deemed to have been served if placed in a sealed envelope and posted on the Club’s Notice Board for a period of seven (7) days.

99 Any notice or document sent by post whether by posting it at a post office or in some postal receptacle or left at the registered address of any member in pursuance of these provisions, shall notwithstanding such member be then deceased and whether or not the Club has notice of his or her death, be deemed to have been duly served and such service shall, for all purposes of these provisions, be deemed a sufficient service of notice or document on his or her heirs, executors or administrators.

100 The signature to any notice to be given by the Club or a committee may be written or printed.

101 Where a given number of day’s notice or notice extending over any period is required to be given, the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

COMPETITIONS

102 The Match Committee shall arrange and control all competitions and matches and its decision on all points connected therewith shall be final. The Rules of the game of Golf as adopted from time to time by the Royal and Ancient Golf Club of St Andrews, excepting so far as they are or may be modified by the body controlling for the time being the game of golf in New South Wales and by the By-laws and local rules of this Club shall be the golf rules of this Club.

103 No member of any class shall compete for any prize unless he or she is a Financial Member. The penalty for any breach of this provision shall be disqualification. The acceptance of any entrance fee, green fee or competition fee for any competition by any Director, employee, the Pro-Shop or by the Club shall not exonerate any member from this penalty.

DISCIPLINE, SUSPENSION AND EXCLUSION

104 If any member of any category or class of Membership:-
104.1 refuses or neglects to comply with the Constitution, these By-laws or the lawful and reasonable direction of the Management Committee; or

104.2 engages in conduct or behaves in a manner which in the opinion of the Management Committee is detrimental to or likely to be detrimental to the Club or its good standing within the community generally, or the golfing community in particular; or

104.3 is guilty of conduct which in the exclusive opinion of the Management Committee shall render him or her unfit for Membership; or

104.4 acts in a manner which may jeopardise any liquor, gaming or other licence issued to the Club; or

104.5 behaves in an unruly, noisy or indiscrete manner,

then that member breaches these By-laws.

105 The Management Committee shall have the power to reprimand, suspend for such period as it considers fit, accept the resignation of or exclude a member who breaches these By-laws and erase his or her name from the register of members.

106 No member shall be reprimanded, suspended or excluded unless such member shall, by notice in writing served in any manner as indicated under the provisions of these By-laws relating to Notices, be notified of the charge against him or her at least fourteen (14) clear days before the meeting of the Management Committee at which such charge is to be heard. The member charged shall be entitled to attend that part of the meeting of the Management Committee when it deals with the charge. The member shall be offered every opportunity to answer to the charge and put forward any extenuating circumstances.

107 Voting with respect to the charge shall be conducted by secret ballot of the Directors on the Management Committee and no motion by that committee to reprimand, suspend or exclude a member shall be deemed to have been passed unless at least two-thirds of the Directors on that committee, then present, vote in favour of such motion. For the purpose of this vote, the Chairperson of that meeting shall be the scrutineer.

108 If a member fails to attend at the time and place for the hearing of the charge without reasonable excuse the charge or complaint shall be heard and dealt with and the Management Committee will decide on the evidence before it, his or her absence notwithstanding. Any decision of the Management Committee at such hearing or any adjournment of such hearing shall be final and appealable. The Management Committee shall not be required to assign a reason for its decision. The Management Committee may, at its discretion, order the refund of any subscription or any part of it to any member during the current financial year in which he or she shall be suspended or excluded.
CLUB PROPERTY

109 No member shall remove from the Club premises any article of property belonging to the Club.

110 A member damaging any property of the Club otherwise than accidentally shall, in addition to any fine or other penalty which may be imposed on that member by the Management Committee, pay the cost of repairing or placing the property.

DRESS REGULATIONS

111 The dress regulations for the Club shall be determined by the Management Committee and may be reviewed by it from time to time.

112 Dress regulations are to be displayed on the Club Notice Board as well as on a notice board on the external fascia of the Pro-Shop.

113 A member or a member’s guest who does not comply with the dress regulations may be refused entry to the Clubhouse or to the golf course or, if already in the Clubhouse or on the golf course may be requested to leave by a Director, one of the staff personnel having the Director’s authority or the Club’s Golf Professional.

114 Any refusal to comply with a legitimate request concerning a breach of the dress regulations may result in a member being cited to appear before the Management Committee.

GAMING MACHINES

115 The Club shall set aside a restricted area for the placement and use of gaming machines and comply with the provisions of the Gaming Machines Act (NSW).

116 Members and their guests must use the Club’s gaming facilities in accordance with the Club’s Responsible Service of Gambling Policy as adopted and amended by the Management Committee and otherwise in accordance with the requirements of the RCA and regulations made under it.

117 The Club reserves the right to refuse any person the right to play gaming machines or to participate in any of the gambling activities within the Club.

118 The Management Committee has the power to exclude any member or other person from the Club’s premises in accordance with the Club’s Responsible Service of Gambling Policy.

119 Juniors shall not be permitted entry to the gaming machine area.

120 The Club shall comply with and where necessary enforce the mandatory provisions of the Gaming Machines Act (NSW), the Liquor Act 2007 (NSW) and the regulations made
under it, and the RCA and the regulations made under them with respect to gaming machines and also the service of alcohol.

RESERVED PARKING SPACES

121 Any member who parks in a reserved parking space shall be in breach of these By-laws. Parking spaces shall be reserved for:

121.1 the President of the Club (exclusively);
121.2 the Captain of the Club and the Ladies’ Captain (shared);
121.3 a Vice President and the President of the Ladies’ Committee (shared);
121.4 the General Manager (exclusively);
121.5 any permanent member of staff for which the Management Committee may set aside a parking space.
121.6 Club Professional (exclusively);

Persons having exclusive parking spaces may nominate a person to park their vehicle in that space.

PARKING AREA

122 The parking area is unprotected and unsecured. All persons parking vehicles in the parking area do so at their own and exclusive risk. The Club shall not be liable in any manner whatsoever, nor from any cause whatsoever for damage sustained by any person or vehicle within the parking area. Deference must be given to golf carts within the parking area. Golf carts have right of way. Golf carts may not be parked in spaces reserved for other vehicles. Damage caused by golfers to vehicles in the Parking Area or elsewhere on the Course shall be the sole responsibility of that golfer to the exclusion of responsibility of the Club.

LOCKERS

123 Lockers are made available for reservation and use by members. An annual fee for lockers is payable in advance. That fee may be varied from time to time by the Finance Committee. Only Full Members, Full 18-29 years Members and Life Members as well as Junior Members (as permitted by the Management Committee) who may not be charged a fee, are entitled to a locker. If a member in these class changes to any other class of Membership of Ordinary Member or to a class of Special Member, then the locker must be surrendered and the keys returned to the Club Secretary.
MEMBERSHIP CARDS

124 Members must produce their current membership card when making a purchase to obtain a member discount.

125 In the event of a member losing, misplacing or having his or her membership card stolen, the member shall report such loss or theft to the Club as soon as possible.

126 To comply with the RCA, the member is required to replace the card as soon as possible. Such replacement may incur a minimal cost which may be varied from time to time by the Management Committee.

127 In the event of a member being suspended or excluded from the Club, the Management Committee has the power to demand the return of the member's membership card. The member shall return the card as soon as practicable and in any case within seven (7) days of that demand. The demand must be in some written form whether typed, printed or made electronically.

USE OF CARTS AND PROVISION FOR THEIR STORAGE

128 The Club provides designated and enclosed areas for the storage of golf carts. It may expand the areas for storage from time to time as it sees fit.

129 An annual fee, payable in advance, for the storage of carts shall be determined from time to time by the Management Committee.

130 Each cart is stored at the owner’s sole risk. Owners are advised to properly insure their carts.

131 The Club shall in no manner be liable for damage to a cart no matter what event may have caused the damage. Each cart owner fully indemnifies the Club against any claim against it made by or on behalf of the owner of that cart or by any person making a claim against the owner of that cart. The Club shall not be regarded as a bailee for reward or a bailee at will with respect to any cart, notwithstanding the payment to the Club of an annual cart storage fee. The driver of a cart must be at least sixteen (16) years of age. Any person who may have been so authorised by the management committee and also the Club Professional may prevent any person from hiring or using a cart on or about the Golf Course if that person or the Club Professional forms the reasonable review that it is in the interest of the safety of persons or the safety of the driver that permission to hire or use the cart be withheld.

132 When a cart is used on the golf course it must be used at all times in such manner as directed by the Match Committee from time to time and as directed by notices placed on the Course. Pathways for carts must be used whenever possible.

133 An owner is responsible for any person using the owner’s cart.
The Match Committee may determine a day or days when carts cannot be used.

The Management Committee may limit the total number of carts which may be stored at the Club premises at any time.

**GENERAL PROVISIONS**

Immediately following a meeting where a secret ballot has been taken, the ballot papers shall be destroyed unless the Chairperson of that meeting otherwise directs.

The Management Committee may cause the establishment of a business plan for the Club from time to time to enhance the Club in all its aspects. That plan is not binding on the Management Committee which may vary it or repeal it in whole or in part or replace it at any time. No part of the business plan is binding on members. It shall not be regarded by any person as an inducement to join or re-join the Club. It constitutes a current expression of intention – nothing more.

The Management Committee may establish policies for disciplinary procedures and also establish codes of conduct applicable to Club members, visitors, the Management Committee itself and Senior Management.

139.1 For the purpose of playing golf a player’s gender shall be the birth gender as appearing on the first birth certificate issued for that person.

139.2 For all other purposes determination of gender and treatment of persons shall be governed by the Anti-discrimination laws of New South Wales unless a Commonwealth Law is paramount.

139.3 Notwithstanding the provisions of paragraph 139.1 above, the Match Committee, at its sole and unfettered discretion, may permit a transgender person to play golf according to that person’s transgender if that person is a “recognised transgender” person according to New South Wales law.

139.4 A certificate signed by a registered medical practitioner or a registered psychologist in or to the effect of Annexure “A” to the “Australian Government Guidelines on the Recognition of Sex & Gender” shall be deemed, for all intents and purposes, conclusive proof of gender except for the purpose of paragraph 139.1.

The Constitution and these By-laws are available for inspection at the registered office of the Club by any member who must make an appointment with the Secretary for that inspection. A copy of the Constitution and By-laws shall be given to a member upon application and also the payment of an administration fee of Ten Dollars ($10.00).

All members are responsible for their own actions and those of their guests. Accordingly any damage to any person or property, no matter how it may have been caused and whether inside or outside the boundaries of the Club’s land shall be the full and exclusive
responsibility of the member who caused that damage (or whose guest caused that damage) to the full and absolute exclusion of the Club. Each member, so far as the law will allow, fully indemnifies the Club with respect to any claims or actions made or taken against the Club with respect to such damage. This indemnity applies whether the act or omission causing such damage is intentional or unintentional, foreseen or unforeseen. Where damage is caused inside or outside the boundaries of the Club’s land it shall be no defence to any enforcement action by the Club that protective barriers were not strategically installed. The responsibility and indemnity under this paragraph extends to parents and guardians of Junior Members.

142 All activities of any person (other than by employees in the course of their employment) inside the boundaries of the Club’s land and inside the Club House are recreational activities as defined in the Civil Liability Act 2002 (NSW). This sub-paragraph constitutes a risk warning within the terms of Section 5M of that Act and is given to all members and their guests. Being in and about a golf course and the use of a Club’s facilities may result in harm being sustained by a person and damage to the body generally, eyes or limbs. Each person, whether playing golf or not, is required to take care not to cause injury to any other person. All members shall be deemed to have brought to the attention of their guests the provisions of this paragraph 142.