



CONSTITUTION

Of

WAGGA WAGGA COUNTRY CLUB LIMITED **(ACN 001 045 156)**

PROCLAMATION

This Club emphatically endorses and upholds the concept of anti-discrimination with respect to gender, transgender, religion, race and colour and wherever possible shall apply this concept to all members and prospective members so that within the Club there shall be equality among all members except where restrictions apply as a result of the criteria applicable to classes and categories of membership.

TIME FROM WHICH THIS CONSTITUTION IS EFFECTIVE

1. This Constitution shall come into effect simultaneously with the passing of a special resolution of members of Wagga Wagga Country Club Limited (ACN 001 045 156) (which repeals the whole of the Memorandum and Articles of Association of the Company and any by-laws and rules made pursuant to them and simultaneously with that repeal adopts and puts into immediate effect this Constitution), whereupon the provisions of this Constitution shall totally and unequivocally replace all of the provisions of the repealed Memorandum and Articles of Association and By-laws, if any.

THE CLUB

2. Throughout the remainder of this Constitution, Wagga Wagga Country Club Limited (ACN 001 045 156) shall be referred to as the "Club".

APPLICABLE LAW

3. Both the Club and this Constitution are subject to the *Corporations Act 2001* (as Amended from time to time) and the *Registered Clubs Act 1976* (as amended from time to time) and also subject to the Commonwealth Law and the Law of New South Wales, generally. Where there is any inconsistency between a

Commonwealth law and a State law on matters which affect the Club then, to the extent of the inconsistency only, the laws of the Commonwealth shall prevail unless, by legal effect, the laws of the State are required to prevail. Any replaceable rule contained in the *Corporations Act 2001*, which may be adopted under this Constitution shall be specifically stated in this document.

DEFINITIONS AND INTERPRETATION

4. 4.1 In this Constitution, unless there be something in the subject or context which is plainly inconsistent with one or more of the following definitions:-

“**Act**” means any one or more of the *Corporations Act 2001* (Commonwealth) the *Gaming Machines Act 2001* NSW and the *Liquor Act NSW 2007* as the context admits and also Regulations made under those Acts;

“**Annual Subscription**” means the amount payable by members for a particular class of Membership as set by the Management Committee or by a committee established by either this Constitution or the Management Committee for purposes including that of determining the amounts of fees and subscriptions payable by members;

“**By-laws**” means the by-laws established from time to time by the Management Committee including rules and regulations;

“**Club**” means Wagga Wagga Country Club Limited (ACN 001 045 156);

“**Club Notice Board**” means a board or a number of boards designated as such within the Club’s premises;

“**Director**” means a director of the Club;

“**Entrance Fee**” means the fee payable by a prospective member upon application to become a member of the Club;

“**Financial Member**” means a member of any class of Membership who has paid an entrance fee, if applicable, for Membership of the Club and who is not in arrears with respect to any payment of the annual subscription. A Life Member who is exempted from paying an annual subscription shall also be a Financial Member as shall any designated Patron of the Club;

“**Financial Year**” means the year commencing on 1 October in any year and ending on 30 September in the immediately following year;

“**Golf Course**” or “**Course**” means that part of the Club’s land designated for the playing of golf including practice areas, but excluding those areas of land specifically set aside for the housing and maintenance of plant, machinery and golf carts. Paths and roadways adjacent to, or crossing fairways, are included in this definition;

“Management Committee” means the committee of persons elected by Ordinary Members under later provisions of this Constitution;

“Membership” means membership of the Club. Categories of membership are defined in this Constitution. Classes under each category are contained in the By-laws;

“Office” means the registered office of the Club;

“Officers” includes Directors, the Secretary, the Treasurer and other positions of responsibility as created or designated from time to time by the Management Committee in the By-laws;

“Ordinary Member” is a member having the right to vote at any General Meeting of members;

“RCA” means the *Registered Clubs Act, 1976* (NSW) and the Regulations made pursuant to it;

“Register” includes any register required to be kept and maintained under this Constitution, the By-laws or the RCA, or the *Act*;

“Registered Club” means a club situated in New South Wales and which is registered pursuant to the RCA;

“Secretary” means the secretary/manager being the person so appointed under the provisions of this Constitution and who is commonly known and referred to throughout the Club and its business as the “General Manager”;

“Special Resolution” has the meaning assigned to that expression by the *Act*;

“Special Members” means those members who are not entitled to vote at a General Meeting of members. Classes of special members are contained in the By-laws;

“Written” and **“in writing”** include printing, typing, lithography and other modes of representing or reproducing words in visible form including e-mails, text messages and other technological means of disseminating written expression.

4.2 When the context so admits, words importing the singular number also include the plural and vice versa. The masculine includes the feminine and vice versa. Words importing persons include corporations.

5. The headings contained in this Constitution have been inserted for convenience only and shall not define, limit, construe or describe the scope or intent of any paragraph in this Constitution, nor limit or govern the construction of those paragraphs or any part of them.

LIMITATION AND LIABILITY

6. The liability of the members is limited.
7. Every member of the Club undertakes to contribute to the assets of the Club in the event of it being wound up while he or she is a member or within one (1) year after he or she ceased to be a member, for the payment of the debts and liabilities of the Club contracted before he or she ceased to be a member and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves. The amount of the contribution as may be required shall not exceed twenty dollars (\$20.00) per member.
8. If upon the winding-up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever then that property shall not be paid to or distributed among members of the Club, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club and which prohibit the distribution of its or their income and property among its or their members. The institution or institutions to which the property is to be transferred must be 'not for profit' organisations. Should the winding-up or dissolution of the Club be voluntary, then prior to any resolution for the winding-up or dissolution, the Directors may pass a resolution determining the institution or institutions to which the property of the Club shall be transferred. Subject to the exception contained in paragraph 80, no part of the property of the Club may be used, paid or transferred directly or indirectly, by way of dividend, bonus, commission or otherwise, to any member or persons claiming through them. However, nothing in this paragraph prevents the payment in good faith of remuneration to any Officers, employees of the Club or to any other person for expenses authorised and properly incurred on behalf of the Club or in return for any services actually sought by and rendered to the Club.

MEMBERSHIP

9. The Membership of the club shall be divided into the following categories:-
 - 9.1 Ordinary Members.
 - 9.2 Special Members.

Classes of Membership within each category are set out in the By-laws as are the privileges, obligations and criteria for Membership within each particular class.

Ordinary Members shall have a right to vote at General Meetings of members. Special Members have no right to vote at any General Meeting of members.

ELECTION OF MEMBERS

10. The election of members to each category of Membership shall be made by the Management Committee at a meeting duly convened and a record shall be kept by the

Secretary of the names of the members of the Management Committee present and voting at such meetings. The Management Committee shall have the power to add provisions to the By-laws regulating all matters in connection with the election of members not otherwise provided by this Constitution. In respect of every nomination for each Membership of the Club, there shall be completed a nomination form which shall include the full name, address and occupation of the applicant and a statement that the applicant, if admitted to Membership, agrees to be bound by this Constitution and the By-laws.

11. No election of an applicant for Membership of the Club (except for Special Membership) shall take place until an extract from the nomination form (containing only particulars sufficient to identify the applicant) has been exhibited on the Club Notice Board for a continuous period of not less than seven (7) days and an interval of at least fourteen (14) days has elapsed between the date on the nomination form and the decision of the Management Committee confirming the applicant's election.
12. The nomination form shall be lodged with the Secretary, together with an amount representing the Entrance Fee (if applicable) for the class of Membership. Lodgement may be in person, by post or by e-mail. Upon receipt of the application, the Secretary shall confirm to the applicant the receipt of the application form.
13. Payment of the Entrance Fee (and of any amount in excess of \$50.00 payable by a member) may be made by or through recognised card facilities, EFTPOS facilities issued or made available by banks, building societies and other nationally recognised financial institutions or by cash (but only if the Secretary or Treasurer agrees) or cheque. A purported payment by cheque shall not be deemed to have been made until the cheque has been cleared by the issuing bank or financial institution.
14. All other aspects of Membership and applications for Membership as well as the election of members are regulated by the By-laws.

RESIGNATION

15. A member of any class within a category may, by giving notice in writing to the Secretary, resign his or her Membership from the Club. Any member who does not give notice to the Secretary one (1) month prior to the day of which the next annual subscription falls due (or the next instalment with respect to any annual subscription falls due) of intention to resign from the Club, shall be considered as a continuing member and shall be liable with respect to such subscription accordingly.
16. Should any member of any class in either category, who has paid an entrance fee on joining the club resign and subsequently be nominated for Membership within a period of five (5) years from the date of his or her said resignation and be re-elected as a member of the Club, he or she may not, at the discretion of the Management Committee, be required to pay a further entrance fee unless at the time of his or her re-election the entrance fee then applicable shall be greater than the entrance fee paid by him or her on

previously becoming a member of the Club; in which case he or she shall be required to pay the difference between the entrance fee applicable at his or her re-election and the entrance fee payable at his or her last prior election to Membership.

CESSATION OF MEMBERSHIP

17. Every person who ceases to be a member of the Club shall immediately upon cessation of Membership forfeit all right to or claim upon the Club which he or she would otherwise have had by reason of Membership.

TRANSFER OF MEMBERSHIP

18. Membership is not transferrable.

MANAGEMENT COMMITTEE

19. Except as may otherwise be provided in this Constitution the business and general affairs of the Club shall be under the supervision and control of the Management Committee.
20. Subject to paragraph 24.4, in accordance with the Regulations made under the RCA, the maximum number of members of the Management Committee shall be nine (9).
21. All members of the Management Committee shall be directors. All directors of Wagga Wagga Country Club Limited (ACN 001 045 156) shall be members of the Management Committee. For the remainder of this Constitution, the members of the Management Committee shall be collectively referred to as the "Directors".
22. The Management Committee shall meet once in each calendar month (the "regular monthly meeting") for the transaction of business or more frequently when it deems it necessary. A record shall be taken of all Directors present at the meeting and of all resolutions and proceedings of the Management Committee. This record shall be entered into a Minute Book which may either be in a written form or formatted by electronic data recording in which case a back-up shall be made and preserved.
23. The President shall preside at every regular monthly meeting of the Management Committee or, if at any meeting the President is not present or is unwilling to act as Chairperson, a Vice President shall act as Chairperson of that meeting. If no Vice President is present or, being present, is unwilling to act as Chairperson then the Captain shall be Chairperson. However, if the Captain is not present or is unwilling to act as Chairperson then the Directors present may elect their own Chairperson. The Chairperson shall in any case where the voting is equal, have a casting vote as well as a deliberative vote. The quorum for meetings of the Management Committee shall be five (5) Directors personally present.
24. For the purposes of a meeting of Directors of the Management Committee:-

- 24.1 “Personally present” includes linkage to the meeting by telephonic, televisionary, internet and other technological means (“technological presence”) whereby each Director physically present at the meeting can either clearly hear or see the Director or Directors who are not physically present and each Director not physically present can either clearly hear or see each Director who is physically present. Any restriction as to technological presence shall be governed by the By-laws.
- 24.2 A Director who is technologically present shall ensure the confidentiality of the meeting of the Management Committee and to this end and at the least:-
- 24.2.1 Shall ensure that throughout the meeting he or she is not in the presence of any person other than a Director of the Management Committee.
- 24.2.2 That no person other than a Director of the Management Committee can hear or see the activities conducted at the meeting.
- 24.3 Should there be a system failure in the technological presence so that the Director not physically present is unable to clearly hear the deliberations and discussions carried on at the meeting or, similarly, if Directors physically present cannot hear the Director or Directors not physically present then, for the period of the failure, the Director not physically present shall be deemed absent from the meeting for the period of the failure with the consent of all other Directors;
- 24.4 If the number of Directors is ten (10) at the time this Constitution becomes effective then that number of Directors may remain on the Management Committee until either the next Annual General Meeting or 1st January 2017, whichever is the earlier. Should there be ten (10) Directors on the Management Committee as at 10 January 2017 then the Directors shall elect by simple majority one of their number who must then immediately retire as a Director so as to conform with the Registered Clubs Amendment (Limitation of Number of Members) Regulation 2014.
- 24.5 The President may at any time or shall, upon the request of not less than three (3) Directors, convene a special meeting of the Management Committee.
- 24.6 Subject to any contrary provisions contained in this Constitution, the Ordinary Members of the Club at an Extraordinary General Meeting convened for the purpose may, by ordinary resolution of which special notice has been given, remove any one or more of the Directors on the Management Committee or all of the Directors on that committee before the expiration of the Director’s period of office. At that Extraordinary General Meeting the Ordinary Members may by ordinary resolution appoint another person in place of any Director so removed. Any person so appointed shall hold office during such time only as the person whose place to which he or she is appointed would have held the same if he or she had not been so removed.

- 24.7 Only Ordinary Members of the Club shall be eligible for election to the Management Committee.
- 24.8 the office of President, Vice President, Treasurer, Captain or the position of any Director on the Management Committee shall be vacated immediately:-
- 24.8.1 If the Director becomes bankrupt or suspends payment to or compounds with his or her creditors or is convicted of a felony, misdemeanour or indictment. However, a driving offence shall not preclude a person from remaining a Director.
- 24.8.2 If the Director is suffering from a mental illness or mental disorder within the meaning of the *Mental Health Act 2007* (NSW). However, should a director be suffering from a mental illness or mental disorder within the meaning of the *Mental Health Act 2007* (NSW) and that Director is taking medication which, in the sole opinion of the Directors, is effective in controlling that mental illness or disorder to the point where the Directors believe that the person suffering from the mental illness or disorder is capable of managing and holding office as a Director then, upon a unanimous resolution of all other Directors, the Director suffering from the mental illness or mental disorder need not vacate his or her office.
- 24.8.3 If the Director consumes illicit drugs which alone, or together with other substances, causes the Director to be irrational from time to time.
- 24.8.4 If the Director is either absent from three (3) consecutive meetings of the Management Committee or fails to attend five (5) meetings during that Director's year of office without leave of absence from the Management Committee and that committee resolves that his or her office be vacated.
- 24.8.5 If the Director becomes prohibited from remaining on the Management Committee by reason of any legal Order or under any provision of the *Act* or the *RCA*.
- 24.8.6 If by notice in writing given to the Secretary, the Director resigns his or her office or upon the Board accepting his or her oral resignation.
- 24.8.7 If the Director ceases to be an Ordinary Member of the Club.
- 24.8.8 If the Director transfers to a category of Membership that would disqualify that Director from being eligible for appointment to the Management Committee under the provisions of this Constitution.
- 24.8.9 If the Director becomes an employee of the Club.

24.9 No Director shall be disqualified by reason of his office from contracting with the Club either as vendor, purchaser or providing services or otherwise, nor shall any such contract or any arrangement entered into by or on behalf of the Club in which any Director shall be in any way interested be voided. No Director so contracting or making any arrangement shall be liable to account to the Club for any profit realised by any such contract or arrangement by reason only of that Director holding office or having a fiduciary duty. It shall be the duty of the Director to declare the nature of the Director's interest at a meeting of the Management Committee and it shall be the duty of the Secretary to record such declaration in the Minutes of the meeting. Full details of any contract or arrangement must be transparent and made fully available to the Management Committee. In the case of a proposed contract such declaration shall be made at the meeting of the Management Committee at which the question of entering into the contract is first taken into consideration. Alternatively, if the Director was not at the date of that meeting interested in the proposed contract then the declaration shall be made at the next meeting of the Management Committee held after the Director becomes so interested. A general notice given to the Management Committee by a Director to the effect that he or she is a Director or member of a specified company or firm or is otherwise to be regarded as interested in any contract which may after the date of notice be made with that company or firm or which gives rise to that interest shall be deemed to be a sufficient declaration of interest in relation to any contract so made. A Director so interested shall be counted in a quorum, but shall not vote on any such contract or arrangement. Such Director shall leave the room whilst discussions and decisions are being made on the contract or arrangement. A Director shall not be deemed to be interested in any contract, proposed contract or arrangement relating to any loan to the Club merely by reason of the fact that the Director has guaranteed or joined in guaranteeing repayment of such loan or any part of such loan or is employed by the lender. Should any provisions of this paragraph be inconsistent with either the *Act* or the *RCA* then, to the extent of the inconsistency, the provisions of this paragraph shall be paramount unless the provisions of the *Act* or *RCA* are mandatory.

25. In accordance with Governance requirements, Director's responsibilities and obligations, all business matters raised, discussions and information obtained at all meetings of the Management Committee shall be confidential and shall not be discussed or disclosed without the approval of the President and/or the Management Committee.

ELECTION OF MANAGEMENT COMMITTEE

26. Except as may elsewhere be provided in this Constitution, nominations for election to the Management Committee shall be made in writing signed by two (2) Financial Members who are Ordinary Members and also signed by the nominee. The form of nomination shall state the office or position for which the nominee is nominated and shall be delivered to the Secretary no later than 6:00pm on the day immediately preceding the seventh day prior to (but not including) the day fixed for the holding of

the Annual General Meeting. As soon as practicable thereafter the Secretary shall cause the form of nomination to be posted on the Club Notice Board.

27. The Management Committee shall consist of a President, two (2) Vice Presidents, a Captain, a Treasurer, and four (4) other Ordinary Members.
28. The Management Committee shall be elected annually and retiring Directors of that committee shall be eligible for re-election, but must be nominated as provided in this Constitution for each position for which re-election is sought. However, the Management Committee may cause a notice of change to this paragraph to be included in a notice of Extraordinary General Meeting whereby Members may elect to have biennial elections of the whole Management Committee or triennial elections where one third of the Committee is elected each year. In such event, all provisions of this Constitution dealing with an one-year term for Directors will be read down accordingly.
29.
 - 29.1 Subject to the exception in the following paragraph, a Management Committee shall be elected by the Ordinary Members at the Annual General Meeting.
 - 29.2 If all the persons who have accepted a nomination for the Management Committee are less than ten (10) in number, then those persons accepting such nominations shall be declared to be Directors on the Management Committee for the then ensuing year. However, prior to the time the Notice of Annual General Meeting is sent to members, the then directors may declare that there will be no more than two (2) positions on the Management Committee which shall not be filled pursuant to voting by Ordinary Members. These reserved positions may be filled by the newly elected Directors either at the Annual General Meeting or at any time prior to the next following Annual General Meeting.
 - 29.3 The term of appointment to those reserved positions is for no more than (1) year and shall expire immediately before the next Annual General Meeting.
 - 29.4 The person appointed must be an Ordinary Member of the Club; and
 - 29.5 Within twenty-one (21) days of being appointed, the Directors must notify all members of the Club by placing a notice on its Notice Board and website (if any) of the reasons for the appointment, including the person's relevant skills and qualifications and any proposed honorarium.

So as to accord with the provisions of the Registered Clubs Amendment (Governing Body) Regulation 2013.

- 29.6 Should there be then any vacancies remaining to be filled on the Management Committee (with the exception of reserved vacancies, if any), nominations may, with the consent of the nominee, be made orally at the Annual General Meeting for the vacancies then available. If more than the required number of nominees are nominated for such vacancies an election by ballot for such vacancies shall be held in accordance with the following sub-paragraph.

- 29.7 An election by ballot for the positions on the Management Committee shall be conducted by way of secret ballot with each Ordinary Member voting for one nominee only with the nominee receiving the largest number of votes being declared elected. The Secretary shall be the scrutineer for the purpose of this secret ballot or, failing that person, then the President (or if not elected, the outgoing President) shall nominate an Ordinary Member to be the scrutineer. The ballot shall be on the date of the Annual General Meeting.
- 29.8 Procedures relating to the conduct of elections of the Management Committee not specifically provided by this Constitution shall be as determined by the Management Committee from time to time or as defined in the By-laws.

VACANCIES ON THE MANAGEMENT COMMITTEE

30. If the position of a Director on the Management Committee becomes vacant then either:-
- 30.1 The directors may elect that the vacated office remain vacant until the next Annual General Meeting.
- 30.2 The Directors may nominate an Ordinary Member to fill the vacancy until the next Annual General Meeting.

POWERS OF THE MANAGEMENT COMMITTEE

31. The Management of the Club in all its activities shall be vested in the Management Committee and that Committee may exercise all such powers and do all such acts and things which are not specifically precluded by statute or required to be exercised and done by the Club in a General Meeting, but subject, nevertheless, to the provisions of the Act and the RCA and other provisions of this Constitution. This provision and this Constitution, as a whole, cannot invalidate anything done by previous committees which were valid pursuant to the provisions of the repealed Memorandum and Articles of Association of this Club.
32. The President and each Officer of the Club (that is, Vice Presidents, Captain and Treasurer, but not the Secretary) may nominate sub-committees to assist them in their office and duties. The sub-committees may be made up by any members of the Club as the relevant officer, from time to time thinks fit. The Management Committee, as a whole, may nominate sub-committees for the better administration of the Club and its activities. Provisions relating to the nomination and governance of those sub-committees are contained in the By-laws. The President shall be, *ex officio*, a member of all such sub-committees.
33. The Management Committee shall have a power of veto over any decision of any other committee including committees arising under the By-laws.
34. The Management Committee may from time to time at its sole discretion cause the Club to borrow or secure the payment of any sum or sums of money for the purposes of the

Club in such manner and subject to such terms and conditions as the Management Committee deems fit.

35.

35.1 The Management Committee may cause the Club to raise or secure the payment or repayment of such monies in any manner and upon such terms and conditions in all respects as it may think fit and in particular by the issue or sale of bonds, perpetual or redeemable debentures, debenture stock or other obligations of the Club, whether the perpetual or otherwise and either without security or secured by deposit or pledge of the securities or properties of the Club or by mortgage, bills of exchange, promissory notes and other instruments or in any other manner. If considered advisable for any such purposes, the Management Committee may charge, assign and convey, but only by way of security, all or any of the Club's property and assets both present and future

35.2 At any time and from time to time as the Management Committee may determine the Club may issue Member Debenture Bonds for the purpose of raising capital for the betterment of the Club on such terms and conditions as the Management Committee deems fit at the time of issue. In the event that those terms and conditions differ from the terms and conditions of Member Debenture Bonds issued prior to the date upon which this Constitution becomes effective, the prior terms and conditions of the Member Debenture Bonds shall be deemed to have been issued pursuant to this Constitution with the terms and conditions attaching to them upon their issue remaining unaltered.

35.3 Subject to the conditions of issue on bonds already in place or with respect to bonds yet to be issued then with respect to all such bonds a savings account shall be established. Sufficient funds shall be transferred to that account from the Club's general trading account on the fifteenth day of each month and these payments shall be backdated to the 15 July 2015. The purpose of the fund transfer is to cover interest payments on the bonds and repayment of the bonds upon their maturity. The monthly transfer amount shall be adjusted in accordance with the face value of Member Debenture Bonds issued.

Funds transferred to and held in the savings account shall not be used for any purpose other than Member Debenture Bond six-monthly interest payments (March and September) and for the repayment of the bonds upon their maturity. This provision shall remain until such time as all Members Debenture Bonds have been satisfied in full. So far as the law may allow, these Member Debenture Bond provisions shall bind all future directors.

36. The Management Committee shall appoint the Secretary. The terms of appointment, discharge and arrangement of the duties and powers of the Secretary shall be determined by the Management Committee alone which shall also determine the

Secretary's remuneration and other terms and conditions of employment. Other provisions regarding the Secretary may be governed under the By-laws.

37. The Management Committee may from time to time make, alter and repeal By-laws as it may deem necessary or expedient for the proper conduct and management of the Club and all its activities including the regulation of members and the provision of services to them. In particular, but not exclusively, the By-laws may regulate:-
- 37.1 Such matters as specifically referred to in this Constitution.
 - 37.2 The general management, control and trading activities of the Club.
 - 37.3 The control and management of the Club premises.
 - 37.4 The control and management of the Golf Course.
 - 37.5 The control and management of the Club's land, generally.
 - 37.6 The control and management of play and dress regulations for the Golf Course and in the clubhouse.
 - 37.7 The upkeep and control of the Golf Course and other areas.
 - 37.8 The control and management of all competitions.
 - 37.9 The conduct of members.
 - 37.10 The privileges to be enjoyed by members generally.
 - 37.11 The establishment of sub-committees for any purpose.
 - 37.12 Applications for Membership.
 - 37.13 Amendment of By-laws.
 - 37.14 Classes of Membership in each category.
 - 37.15 Criteria, privileges and obligations attached to a class of Membership.
 - 37.16 Fees and subscriptions and calls upon members.
 - 37.17 Lady Golfers.
 - 37.18 Veteran Golfers.
 - 37.19 Complaints.
 - 37.20 Display of Club notices.
 - 37.21 Club property.

- 37.22 Reservation of parking spaces.
- 37.23 Lockers.
- 37.24 Cart storage, damage and insurance and criteria for the use of carts, the limitation of the number of carts and the declaration of any days upon which carts may not be used.
- 37.25 Member Debenture Bonds.
38. By-laws made under this Constitution shall bind all members to the same extent as does this Constitution and shall come into force and have the full authority of a By-law of the Club on being posted on the Club Notice Board.
39. The first By-laws made pursuant to this Constitution shall come into effect simultaneously with this Constitution's coming into effect.

INDEMNITY OF DIRECTORS, OTHER OFFICE BEARERS AND EMPLOYEES

40. Every Director, Officer and employee of the Club shall be indemnified by the Club against all costs and expenses which any such Director, Officer or employee may incur or for which he or she may be liable by reason of any contract entered into or act or deed done by him or her as such Director, Officer or employee or in any way in discharge of his or her duties. The amount for which such indemnity is provided shall immediately attach as a lien on the property of the Club and have priority over any competing claims or rights of members. All of the assets and funds of the Club shall be available to satisfy this indemnity. This indemnity does not extend to cover any act of gross negligence on the part of any Director, Officer or employee.
41. None of the Directors or the Secretary shall be liable for the accounts, receipts, neglects or defaults of any other Director or Officer or for joining in any receipt or other act of conformity or for any loss or expense happening to the Club through the insufficiency or deficiency of any securities in or upon which any of the monies of the Club shall be invested or for any loss or damage arising from bankruptcy, insolvency or tortious acts of any person with whom any monies, securities or effects shall be deposited or for any loss, damage or misfortune, whatever, which shall happen in the execution of the duties of office or in relation thereto unless the same happens through that Director's or Officer's gross negligence, gross default, gross breach of duty or intentional or reckless breach of duty. Nothing in this paragraph shall abrogate the joint and individual responsibilities of Directors for the financial well-being of the Club.

GENERAL MEETINGS

42. A General Meeting shall be held at least once in every calendar year at such time and place as may be determined by the Management Committee, but within five (5) months after the close of the Financial Year. Such meeting shall be called the Annual General Meeting. All other General Meetings shall be called Extraordinary General Meetings.

43. Only Ordinary Members who are also at the time Financial Members shall be entitled to vote at any General Meeting.
44. Each Ordinary Member shall be served with a Notice of Annual General Meeting or a Notice of Extraordinary General Meeting. Service of that notice shall be effected by either posting it to the last known registered address of the Member, by publishing it in the Club's newsletter and forwarding that newsletter to that Member, by publishing the notice on the Club's website or by forwarding the notice by e-mail to the last known e-mail address of that Member registered with the Club. Service of the notice must be effected at least twenty-one (21) clear days before the date fixed for the Annual General Meeting or before the date of an Extraordinary General Meeting at which a special resolution (within the meaning of the *Act*) is to be put to members for consideration. Every notice of meeting shall set forth the date, time and place of the meeting and special business to be brought forward at that meeting. This provision does not preclude members from raising items for discussion in general business at an Extraordinary General Meeting.
45. This paragraph has been intentionally omitted.
46. The following further provisions shall apply:-
 - 46.1 This subparagraph has been intentionally omitted.
 - 46.2 This subparagraph has been intentionally omitted.
 - 46.3 This subparagraph has been intentionally omitted.
 - 46.4 This subparagraph has been intentionally omitted.
 - 46.5 This subparagraph has been intentionally omitted.
 - 46.6 This subparagraph has been intentionally omitted.
 - 46.7 This subparagraph has been intentionally omitted.
 - 46.8 This subparagraph has been intentionally omitted.
 - 46.9 In addition to any other provision of this Constitution allowing for the convening of General Meetings, the Management Committee may whenever it thinks fit convene an Extraordinary General Meeting. On the requisitions of not less than five percent (5%) of Ordinary Members who are Financial Members at the date of the deposit of the requisitions at the registered office of the Club, the Management Committee shall forthwith proceed to convene an Extraordinary General Meeting of the Club as soon as is practicable after the deposit of the requisitions. In the case of such requisitions, the following provisions shall have effect:-

- 46.9.1 The requisition must state the objects of the meeting and must be signed by the requisitioners' and deposited at the registered office of the Club. A requisition may be signed by more than one Ordinary Member or it may consist of several documents in like form each signed by one or more of the requisitioners'.
 - 46.9.2 If the Management Committee does not within twenty-eight (28) days from the date of the last of the requisitions being so deposited duly proceed to convene the meeting to be held, the requisitioners' or any of them may convene the meeting, but any meeting so convened shall not be held after the expiration of three (3) months from the date of such deposit.
 - 46.9.3 In the case of a meeting at which a resolution is to be proposed as a special resolution (within the meaning of the *Act*) the Management Committee (or the requisitioners', as the case may be) shall be deemed not to have duly convened the meeting if it does not give such notice as is required by the *Act*.
 - 46.9.4 Any meeting convened by the requisitioners' pursuant to these provisions shall be convened in the same manner or as near as possible as that in which General Meetings are convened by the Management Committee. For that purpose, the requisitioners' shall have access to the Register of Members.
 - 46.9.5 Any reasonable expense incurred by the requisitioners' in convening any such meeting shall be repaid to the requisitioners' by the Club.
 - 46.9.6 A meeting shall not be called or convened if the business to be transacted at the meeting is concerned with a power or a duty of the Management Committee as provided by this Constitution or the By-laws or if the requisitioners' are not entitled to vote on the objects as stated in the requisition.
47. At least twenty-one (21) clear days' notice specifying the place, day, hour and business of a General Meeting shall be given in the manner hereafter provided to all Ordinary Members, 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 a Court, on application of the Member concerned (who must be an Ordinary Member) or the Australian Securities & Investments Commission declares after due and proper process that proceedings at the meeting were invalid.
48. With the exception of matters required under the *Act* to be the subject of a special resolution, any matter which may be determined by ordinary resolution may be dealt with by the Management Committee causing the proposal for determination by resolution to be forwarded to the contact address of each Ordinary Member as last

registered with the Secretary. A period of at least twenty-eight (28) days shall be allowed for forms of the proposal to be returned to the Secretary. Each form must be signed and must show whether the Ordinary Member is either “for” or “against” the proposal.

49. Forms which are not returned to the Secretary within the time limited shall be deemed to constitute a vote “against” the proposal.
50. In addition to the Notice of Annual General Meeting, the Management Committee may cause a Notice of Extraordinary General Meeting (to be held immediately after the Annual General Meeting) to be forwarded to Ordinary Members in company with the Notice of Annual General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

51. The business and only business of any Annual General Meeting shall be to receive and consider the financial statements including balance sheet, profit and loss statements and trading accounts, the Annual Report and the reports of the office bearers on the Management Committee as well as the report of the auditors. The Directors shall then open the meeting to the floor for the purpose of answering any members’ queries in connection with the financial statements, balance sheet, trading accounts and the reports. The members shall then elect in the manner provided by this Constitution, the President, the Vice Presidents, Captain, Treasurer and other Directors who shall sit on the Management Committee. Leave of the President shall be sought with respect to any other business matters which Ordinary Members may wish to raise, however, no matter which would require a special resolution to be passed to give it effect shall be raised unless that matter has been inserted in the notice convening the Annual General Meeting. All business transacted at an Extraordinary General Meeting shall be deemed special and notice of that business shall be inserted in the notice convening the meeting.
52. No business shall be transacted at any General Meeting of Ordinary Members unless a quorum of members is present at the time when the meeting proceeds to business. A quorum at all Annual General Meetings and all Extraordinary General Meetings shall not be less than twenty (20) Ordinary Members present in person. If, within 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 the meeting shall stand adjourned to the same day during the next week at the same time and place or to such other day, time and place as the Management Committee may by notice to members appoint, however, the adjourned meeting must be held within the period of twenty-one (21) clear days from the date of the meeting from which it was adjourned. If, at such adjourned meeting a quorum is not present, members who are present shall, if more than ten (10) in number, be a quorum and may transact the business for which the meeting was called.
53. The President shall be entitled to take the Chair at every General Meeting. In the President’s absence or refusal to act or, if at any meeting the President is not present

within 15 minutes after the time appointed for holding the meeting, the Vice President or failing him the Captain or failing him the Treasurer or failing him any one of the remaining Directors shall, at the decision of the remaining Directors, take the Chair. In the absence or refusal to act of all Directors, the members present shall elect one of their number to Chair the meeting.

54. At any General Meeting, a resolution put to the vote at the meeting shall be decided on a show of hands unless a ballot is (before or on the declaration of the result of the show of hands) demanded by at least five (5) members present and entitled to vote. Unless a ballot is so demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the Minute Book of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. Where there is an equality of votes the Chairperson shall have a casting vote in addition to the Chairperson's deliberative vote.
55. The Chairperson of a General Meeting may with the consent of the meeting adjourn it 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.
56. Minutes of all resolutions and procedures of General Meetings shall be made in the Minute Book and any minutes shall be signed by the Chairperson of the meeting to which it relates or by the Chairperson of the next succeeding meeting. Any minute so signed shall be receivable as evidence of the facts therein stated without further proof. The electronic signature of the Chairperson shall satisfy this requirement.
57. If the Club's auditor or authorised representative is in attendance at the Annual General Meeting, the Chairperson of the meeting shall allow reasonable opportunity for the members at that meeting to ask the auditor or the authorised representative questions relevant to the conduct of the audit and the preparation and content of the Auditor's Report.

GUESTS

58. All members (excluding Temporary Members and Junior Members as referred to in the By-laws) shall have the privilege of introducing guests to the Club who are over the age of eighteen (18) years provided that such guests are not excluded under the RCA, this Constitution or the By-laws. The member shall enter the names and full residential addresses of the guest or guests together with the member's own name in the guest register and otherwise comply with the provisions of the RCA relating to guests or visitors to the Club.

59. No guest shall be supplied with liquor in the Club house or otherwise on the Club's premises except on the invitation of and in the company of a member, not being a Temporary Member or a Junior Member.
60. Guests shall be required to remain in the reasonable company of the introducing member and shall not remain on the Club premises any longer than that member.
61. Members shall be responsible for the conduct of any guests which members may introduce to the Club.
62. No member shall introduce any guest more frequently or in greater numbers than may for the time being be provided in the By-laws or as regulated under the RCA, nor shall the member introduce any person as a guest whose name has been removed from the Register of members for misconduct or as a result of other disciplinary action by the Club including suspension by the Management Committee.
63. Further provision relating to terms and conditions upon which guests may be admitted to and remain in the Club premises shall be governed by the By-laws.
64. The Secretary shall keep a guest register of persons who shall be over the age of eighteen (18) years and who enter the premises of the Club as guests of members. Such register shall have entered therein on each day the guest who enters the premises of the Club, the name and address of the guest, the date of that day and the signature of the member and the guest. A guest entering the Club premises more than once on the same day with the same member need only enter his or her name in the register once.
65. A guest under the age of eighteen (18) years shall not be invited by a member except under the special provisions relating to Junior Members as contained in the By-laws.

FINANCIAL ACCOUNTING AND AUDIT

66. Accurate accounts shall be kept at all times:-
 - 66.1 Of the sums of money received and expended by or on behalf of the Club.
 - 66.2 Of the manner in respect of which such receipts and expenditure takes place.
 - 66.3 The property, credits and liabilities of the Club.

Subject to any reasonable restrictions as to time and manner of inspecting these accounts that may be imposed in accordance with any regulations of the Club for the time being in force, the accounts shall be open to the inspection of members upon giving one (1) month's written notice to the Secretary.

At least once in every financial year the financial accounts of the Club shall be examined and the correctness of profit and loss statements and the balance sheet shall be ascertained by a properly qualified auditor appointed by the Management Committee. Accordingly, every person or committee receiving or expending monies or assets on

behalf of the Club must keep a written record of receipts and expenditure and provide it to the Management Committee or at its direction to the auditor upon request.

67. The Management Committee shall be responsible for the overseeing of all accounts and records to be kept under either this Constitution or the By-laws. To this end the Management Committee may make rules from time to time as to the manner in which any and all transactions are to be recorded.
68. The books of account may be kept in written or electronic form. If kept in electronic form they must be kept so that a hard copy can be produced at any time. The books of account shall be kept at the registered office of the Club or at such other place as the Management Committee thinks fit and shall at any time be available for inspection by Directors.
69. The Annual Report, in addition to other provisions required by law or by this Constitution to be included in that report, shall include the following:-
 - 69.1 The number of members in each category of Membership.
 - 69.2 The number of members in each class of each category registered in the Register of members at the date of preparation of the report.
 - 69.3 The names of the current Directors sitting on the Management Committee.
70. Subject to the next following paragraph, every member entitled to vote at General Meetings shall be served personally or posted a copy of the balance sheet, profit and loss account and auditor's report accompanied by a copy of the report of the Management Committee. In lieu of serving personally or by post the reports may be forwarded to members by e-mail or shall be deemed to have been forwarded by their inclusion in the Club's newsletter or on its website. A copy of the balance sheets, accounts and reports shall be delivered to members no later than four (4) months after the end of the Club's Financial Year provided that such date shall be at least twenty-one (21) clear days before the date of the next Annual General Meeting at which the balance sheets, accounts and reports are to be presented.
71. Any member may indicate in writing his or her intention not to receive the annual accounts and reports as defined in the immediately preceding paragraph. Such written notification may be delivered personally, by post or by e-mail to the Secretary. It may be revoked at any time. Such notice shall not relieve the Club of the obligation to give notice of General Meetings to the member. Auditors shall be appointed and their duties regulated in accordance with the *Act* and the RCA.
72. The remuneration of the auditor shall be determined by agreement between the auditor and the Management Committee. That committee may resolve to remove the auditor by giving to the auditor two (2) month's prior written notice. Unless otherwise required by the *Act* or the RCA, the Management Committee shall not be obligated to notify members of the removal of an auditor. Immediately upon such removal the

Management Committee shall cause the Secretary to notify the Australian Securities and Investments Commission that the auditor has been removed. Election of any replacement auditor shall be made in accordance with either the *Act* or the RCA.

TREASURER

73. The Treasurer shall be elected by Ordinary Members at the Annual General Meeting. The Treasurer shall cause to be kept true and fair accounts and books showing the financial affairs of the Club and the particulars usually shown in books of account of a like nature. The keeping of these records may be made in written form or electronically. If made electronically then back-up proceedings must be put into effect. The Treasurer shall cause to be paid into such bank or banks as the Management Committee may from time to time direct to the credit of the Club all monies received. The Treasurer shall present an audited statement of the financial affairs of the Club to the Annual General Meeting in each year.

SECRETARY

74. The Secretary:-

74.1 Shall be appointed by the Management Committee.

74.2 Shall be the sole Secretary of the Club.

All other matters relating to the Secretary are governed by the By-laws.

COMPANY SEAL

75. The Management Committee shall provide for the safe custody of the company Seal and the Seal shall never be used except by authority of the Management Committee previously given and in the presence of at least two (2) Directors who shall sign every instrument to which such seal is affixed. Every instrument to which the Seal is affixed shall be countersigned by the Secretary or some other person appointed by the Management Committee in lieu of the Secretary. Alternatively, with respect to any documents or papers to be signed by or on behalf of the Club, the use of the Seal may be dispensed with and the Directors may adopt the provisions of Section 127 of the *Act* for the execution of documents and papers. There shall be no difference in the legal effect of any document executed under Seal or pursuant to Section 127 of the *Act*.

NOTICES

76. Notices required to be produced, delivered or served under this Constitution shall be in any format and governed by the provisions of the By-laws.

COMPETITIONS

77. The Management Committee shall cause the arrangement and control of all competitions and matches through provisions and sub-committees referred to in the

By-laws and its decision on all points connected therewith shall be final and unappealable.

GENERAL PROVISIONS

78. No payment or part-payment of the remuneration of the Secretary or other employee of the Club shall be made by way of commission or by way of allowance from or upon the receipts of the Club for liquor supplied.
79. Subject to any overriding and mandatory provisions of the *Act*, this Constitution shall be read and construed subject to the provisions of the RCA and any Acts amending it. To the extent that any of the provisions of this Constitution are inconsistent with the provisions of the RCA and regulations made under it which might prevent this Club being registered or continuing to be registered under the provisions of the RCA then those inconsistent provisions of this Constitution shall be inoperative and have no effect.
80. The Club is a public company as defined under the *Act* holding 'not for profit' status. The profits and other income of the Club shall be applied to the promotion of the purposes for which the members of the Club are associated together and no payment of any dividends or distribution of profits or income or assets to or amongst the members of the Club shall be made. However, nothing herein contained shall prevent the payment by way of honorarium to any Officer of the Club for exceptional services actually rendered to the Club provided such payment is approved by the members at the Annual General Meeting.
81. No employee of the Club shall be a member of the Management Committee or be eligible to be elected as a member of that Committee or be entitled to vote at any meeting of the Club. However, an employee may be a member of the Club without the aforesaid rights.
82. The Club shall not sell and also shall not lease any land for a period in excess of ten (10) years unless such sale or lease is approved by members voting at a General Meeting of the Club at which the special resolution to sell or lease is passed. A lease of Club premises may be effected by the Management Committee if the lease is for a period less than ten (10) years.

BINDING CONTRACT

83. Upon a person becoming a member, a binding contract shall exist between that member and the Club to the effect that in consideration of the Club granting membership the member shall be bound by the provisions of this Constitution, the By-laws and all lawful directions of the Management Committee in exercising its powers.

ALTERATION OF THIS CONSTITUTION

84. This Constitution may be altered in accordance with those provisions of the *Act* which permit the alteration of the Constitution of a company limited by guarantee.