

**WESTWARD HO GOLF CLUB INC.**

**CONSTITUTION**

**Reg No. A0002054P**

## INDEX

1. Name
2. Objects
3. Patron
4. Interpretation
5. Responsibilities of Management
6. Board of Management
7. Standing Committees
  - 7.1 House and Social Committee
  - 7.2 Match Committee
  - 7.3 Lady Members Committee
8. Playing Rules
9. Appointments/Elections
  - 9.1 Board of Management
  - 9.2 House and Social Committee
  - 9.3 Match Committee
  - 9.4 Lady Members Committee
10. Resignations: Board of Management Members
11. Auditors
12. Seal
13. Indemnity
14. Duties
  - 14.1 President
  - 14.2 Vice-President
  - 14.3 Captain
  - 14.4 Vice-Captain
  - 14.5 Lady Members' President
  - 14.6 General Manager
  - 14.7 Finance
15. Meetings
16. Casual Vacancies
17. Quorum
18. Casting Vote
19. Annual General Meeting
20. Special General Meeting
21. Membership
  - 21.1 Club Members
  - 21.2 Club Professional
  - 21.3 Honorary Life Members
  - 21.4 Social Members
  - 21.5 Junior Members
  - 21.6 Temporary Members
22. Election of Members
23. Entrance Fee, Subscriptions and Calls
24. Voting
25. Unfinancial Members
26. Resignations
27. Expulsion / Suspension
28. Amendments to Rules
29. Complaints
30. Rules Required Under the Licensing Act
31. Winding Up
32. Transitional Provisions

**1. NAME**

The Club shall be called the Westward Ho Golf Club Inc. hereinafter referred to as the 'Club'.

**2. OBJECTS**

The Club is formed for the purpose of promoting encouragement and participation in the game of golf and all things incidental thereto on the Patawalonga and Executive 60 Golf Courses and conduct regular competitions internally and with other golf clubs.

**3. PATRON**

A Patron shall be elected at each Annual General Meeting for a term of one year.

**4. INTERPRETATION**

The Board of Management shall be the sole authority for the implementation and interpretation of this Constitution and of any rules, regulations or by-laws made there under. The decision of the Board of Management upon any question of interpretation, or upon any matter affecting the Club and not provided for by the Constitution, rules, or by-laws made there under shall be final and binding upon the members.

Unless otherwise to the contrary, any reference to 'The Club' in the Constitution means the Westward Ho Golf Club Incorporated.

The 'Board of Management' means the Board of Management of the Club elected in accordance with the Constitution.

The 'Board' refers to the Board of Management of the Club.

The 'Committee' refers to the Standing Committees for 'Match', 'House & Social' and the 'Lady Members Committee' activities.

'Clubhouse' means the whole of the Building which houses the members' locker rooms, bars, lounge, foyers and office and other areas within the leasehold property and surrounds.

'Constitution' means the Constitution of the Westward Ho Golf Club Inc.

'Officer' refers to any of the President, Vice-President, Captain or Vice-Captain.

'Old Constitution' means the Constitution of the Westward Ho Golf Club Incorporated immediately preceding this Constitution.

'Entrance Fee' means the fee paid by way of admission to membership of the Club.

'Subscription' means the fee paid annually or part thereof, as the case may be, by a member of the Club.

'Masculine' every word of the masculine gender includes the feminine gender where the context permits.

'General meeting' refers to the Annual General Meeting or Special General Meeting.

Words imparting the singular include the plural and vice versa where the context permits.

In the event of any doubt or difficulty arising as to the interpretation of this Constitution the Board of Management shall have the power to pronounce and its decision shall be final.

'Lady Members' shall be ordinary members of the feminine gender.

'Ordinary Members' are all Club members other than Junior Members and Honorary Life Members.

## **5. RESPONSIBILITIES OF MANAGEMENT**

- 5.1 The absolute management of the Club shall be vested in the Board of Management who may make regulations for its management, which are consistent with these Constitution and rules of the Club.
- 5.2 In all contractual arrangements, except for the payment of fees for member's playing rights to the West Beach Trust, the Board of Management shall not incur a liability to the Club in excess of **SEVENTY FIVE THOUSAND DOLLARS** (\$75,000) for any one item in any one Club financial year. Any contractual arrangements pertaining to the constructions, improvements, additions, extensions, or the incurring of in excess of the sum of Seventy Five Thousand Dollars, whereby the Club is exposed to a liability in excess of that sum shall only be permitted with the approval of the members, such approval to be obtained at a Special General Meeting.
- 5.3 The property of the Club shall be vested in the Board of Management holding office.
- 5.4 All payments on account of the Club shall be made by order of the Board of Management and paid by cheque drawn or Electronic Transfer on the banking account of the Club and signed by two of four signatories who shall be President, Vice-President, Captain and General Manager or in such other manner as the Board of Management determines.
- 5.5 Notwithstanding anything in these rules, the Board of Management shall not have the power to pledge the credit of any member
- 5.6 The assets and income of the Club shall be applied solely in furtherance of its abovementioned objectives and no portion shall be distributed directly or indirectly to the members of the Club except as bona fide compensation for services rendered or expenses incurred on behalf of the organisation.

## **6. BOARD OF MANAGEMENT**

- 6.1 There shall be a President, Vice-President, Captain, Vice-Captain, Lady Members President and two (2) other members who shall be elected biannually. The President and Vice-Captain shall retire in one year and the Vice-President and Captain shall retire in the succeeding year.

Any member nominating for a position on the Board of Management shall have previously been a member of the Club for at least twelve months

- 6.2 The General Manager shall be appointed by the Board of Management or elect to appoint a person in an honorary capacity, or as a part time, or full time employee, on such terms and conditions otherwise as it thinks fit. The General Manager shall hold office until such time as a resignation is accepted by the Board of Management, or the appointment is terminated by the Board of Management, whichever is the earlier. The General Manager shall not have the right of vote at any meeting of the Club.
- 6.3 An Honorary Treasurer may be appointed from the Board of Management, in an honorary capacity, to oversight Club financial matters
- 6.4 No member shall be entitled to nominate for any vacancy on the Board of Management, or shall be eligible for election to the Board of Management, or any other committee, or remain a member of the Board of Management, or any other committee, whilst he/she is a member of a Committee of any other Golf Club or as an employee of the Westward Ho Golf Club.

## **7. STANDING COMMITTEES**

There shall be the following Standing Committees:-

### **7.1 A House Committee.**

The House Committee (seven members to be elected) shall be under the control of the Vice-President who shall be Chairperson of all House Committee Meetings, in whose absence such Meetings will be chaired by the President.

The House Committee shall be responsible for the control of the Clubhouse and is empowered to do all things which the Board, or Committee, may think necessary, or desirable, for promoting the recreation, accommodation, entertainment and comfort of members.

**7.2 A Match Committee**

The Match Committee (six members to be elected) shall be under the control of the Captain, assisted by the Vice-Captain. The Captain shall be the chairperson at all Match Committee Meetings, or in the absence of the Captain, the Vice-Captain will act as Captain. The Committee will also include the elected Ladies' Captain and Ladies' Vice-Captain.

The Match Committee shall be responsible for all matters associated with the conduct of golf competitions and may do all things which the Board, or Committee, may think necessary, or desirable, for the promotion of golf.

**7.3 Lady Members Committee**

The Lady Members (ten to be elected) shall be under the control of the Lady President, who shall be the chairperson of the Lady's Committee meetings, or in the absence of the Lady President, the Lady Vice-President shall act as chairperson. The Lady Members Committee shall have the power to arrange matches and competitions, and to deal with all such matters which the Board of Management of the Club may, by resolution, empower the Lady Members Committee to undertake.

In all matters not specifically provided for in this rule, the Rules of the Club shall apply to the Lady Members Committee.

**7.4 All members of the Standing Committee shall be elected at the Annual General Meeting of the Club annually for a period of one year beginning and ending such year on the first Tuesday after the Lady members Presentation day.**

In each Year :

- Three Members of the Match Committee;
  - Four Members in one year and three Members the following year of the House & Social Committee;
  - All Members of the Lady Members Committee;
- shall retire and be eligible for re- election.

**8. PLAYING RULES**

**8.1 The rules of the game of golf as adopted from time to time by the Royal and Ancient Golf Club of St Andrews, Scotland and the United States Golf Association, except in so far as they are modified by the local rules of the Club, shall be the golf rules of this Club. The local rules shall be those printed from time to time on the score cards of the Club together with such modifications, additions or deletions as may be posted by the Match Committee from time to time.**

**9. APPOINTMENTS/ELECTIONS**

**9.1 Board of Management.**

The election of the Board of Management shall take place in the following manner:

Each candidate for election shall be nominated in writing on a form approved by the Board of Management, signed by a proposer and a seconder who shall be financial members of the Club, and endorsed by the candidate with consent to act if elected.

The nomination shall be received by the General Manager at least seven days before the Annual General Meeting. A list of nominations received by the General Manager shall be posted on the Notice Board of the Clubhouse upon receipt. If more nominations are received than vacancies, the election shall be decided by secret ballot of financial ordinary members present at the Annual General Meeting.

9.2 **House Committee.**

The election (seven to be elected) of the House Committee shall take place in the following manner:

Members will be elected for two years four members will be elected in one year, with three to be elected in the following year.

Each candidate for election shall be nominated in writing on a form approved by the Board of management, signed by a proposer and seconder who shall be financial members of the Club, and endorsed by the candidate with consent to act if elected.

The nomination shall be received by the General Manager at least seven days before the Annual General meeting. A list of nominations received by the General Manager shall be posted on the Notice Board of the Clubhouse upon receipt. If more nominations are received than vacancies, the election shall be decided by secret ballot of financial members present at the Annual General Meeting.

9.3 **Match Committee**

The election (six to be elected) of the Match Committee shall take place in the following manner:

Members will be elected for two years four members will be elected in one year and three members to be elected in the following year.

Each candidate for election shall be nominated in writing on a form approved by the Board of Management, signed by a proposer and seconder who shall be financial members of the Club, and endorsed by the candidate with consent to act if elected.

The nomination shall be received by the General Manager at least seven days before the Annual General meeting. A list of nominations received by the General Manager shall be posted on the Notice Board of the Club House upon receipt. If more nominations are received than vacancies, the election shall be decided by secret ballot of financial members present at the Annual General Meeting.

9.4 **Lady Members Committee**

The election (ten to be elected) of the Lady Members Committee shall take place in the following manner:

All members to be elected annually for a period of one year beginning and ending such year on the first Tuesday after the Lady Members Presentation day.

Each candidate for election shall be nominated in writing on a form approved by the Board of Management, signed by a proposer and a seconder who shall be financial members of the Club, and be endorsed by the candidate with consent to act if elected.

The nomination shall be received by the General Manager at least 7 days before the Annual General Meeting. A list of nominations received by the General Manager shall be posted on the Notice Board in the Clubhouse upon receipt. If more nominations are received than vacancies, the election shall be decided by secret ballot of financial members present at the Annual General Meeting of the Club.

9.5 If there are insufficient nominations received for the positions, either on the Board of Management or Standing Committees, the Chairperson at the Annual General Meeting shall declare those nominated to be elected and accept verbal nominations for other vacancies from the floor, and a separate duly signed nomination form is required for each position a candidate wishes to contest.

9.6 All persons elected to the Board of Management, or to the House Committee, must be able to satisfy the Commissioner of Licensed premises, that they are a fit and proper person to occupy a position of authority within the Club, so as to satisfy the requirements of the Liquor Licensing Act 1985 and the Gaming Machines Act 1992.

- 9.7 Should an elected person at any time be unable to satisfy the Liquor Licensing Commissioner that they are a fit and proper person to occupy such a position, then their position shall be deemed to be forfeited immediately and a casual vacancy shall be posted to fill a vacant position.
- 9.8 Should a person who is unable to satisfy the Liquor Licensing Commissioner that they are a fit and proper person appeal against that decision, then that person shall stand down until the appeal has been finally determined.
- 9.9 The Board of Management and Committees, with Board approval, shall at all times have the right to co-opt members of the Club to sub-committees to assist in the operating of the Club. Any such members will not have voting powers on the Board of Management or Standing Committees.

## **10. RESIGNATION BEFORE EXPIRATION OF TERM**

- 10.1 Members serving on the Board of Management and/or Standing Committee whose term has not expired at the time of an Annual General Meeting, may contest another position as a Board Member or Standing Committee Member. Acceptance of the nomination form will be an automatic resignation off the Board of Management, and/or Standing Committee, as at the Annual General Meeting and that Board of Management and/or Standing Committee position will be declared vacant for election at the Annual General Meeting.

At the time of lodgement of a nomination for a Standing Committee, the nominee will have the option of tendering his/her resignation from his/her current position, or remaining in that position and accepting a position on a Standing Committee, therefore serving on both Standing Committees for the term elected. No Member will be allowed to serve on the Board of Management and a Standing Committee simultaneously.

### **Termination of Board of Management and/or Standing Committee membership: -**

- 10.2 A member shall cease to be a member of the Board of Management and/or Standing Committee:
- if a member ceases to be a financial member of the Club;
  - if the member submits a written Notice of Resignation and such Notice is accepted by the Board of Management;
  - if the position held is declared vacant by resolution of a Special General Meeting;
  - if the member is absent from two consecutive meetings of the Board of Management and/or Standing Committee, without leave of absence being granted by the respective Board of Management and/or Standing Committee, or fails to give notice of inability to attend such meeting, The Board shall direct that a notice be sent to the member that given failure to attend the next meeting (giving the place and time), that person shall cease to be a member of the Board of management and/or Standing Committee.

## **11. AUDITORS**

- 11.1 There shall be an auditor.  
The auditor shall, if required by law, be a registered company auditor at the time of his nomination and appointment. The auditor shall not be a member of the Board of Management or Standing Committees but may be a member of the Club.

The auditor shall audit the accounts of the Club and shall have full access to all of the books, papers, accounts and documents relating to the affairs of the Club for the purpose of the conduct of the audit. The auditor shall report to the Annual General Meeting on the accounts of the Club submitted to that meeting.

The remuneration, of the auditor, shall be determined by the Board of Management.

The Board of Management shall have the power to fill any vacancy in the position of auditor resulting from the death, resignation, or loss of qualification of the Auditor.

## **12. SEAL**

- 12.1 The seal of the Club shall be under the control of the Board of Management, and shall not be affixed to any document except by resolution of the Club or the Board of Management.
- 12.2 The seal of the Club shall not be affixed to any document, except in the presence of one Seal holder and the General Manager, who shall both countersign any such document to which the Seal may be affixed.
- 12.3 There shall be three Seal holders appointed by the Board of Management as often as necessary.

## **13. INDEMNITY**

- 13.1 Each member of the Board shall be personally liable only for such moneys and securities as they shall actually receive, notwithstanding the signing of any receipt for sake of conformity and shall be answerable only for their own acts, receipts, neglects or defaults and not for those of the Club, or of any other member of the Club, or members of the Board, nor for those of any banks, broker or other person with whom any moneys, or securities, or other assets of the Club may be deposited or placed for safe custody not for the efficiency or deficiency of the said moneys, securities or other assets, nor for any other loss, except the same shall happen through their own wilful default, nor for any debt, or other obligation whatsoever incurred by them, or the Board, or on behalf, or in the name of the Club. In pursuance of the powers and objects set out in these Rules, a member shall not by reason of membership, be under any financial liability except for the payment of the annual subscription and other charges due as a member of the Club.

All acts of the Board, or any member thereof, or of any officer of the Club, shall be deemed to be valid, notwithstanding that it may afterwards be discovered that some defect existed in the appointment of the Committee, or of any member thereof, or of the Officer in question.

## **14. DUTIES**

- 14.1 **PRESIDENT:** The President shall be Chairperson of the Annual General Meeting, Special General Meetings and all meetings of the Board of Management and any other meetings convened and any other matters appertaining to the management of the Club. The President is an ex-officio member of Standing Committees. In the absence of the president, the Vice-President will act as President.
- 14.2 **VICE-PRESIDENT:** The Vice-President shall be Chairperson of the House and Social Committee and be responsible for all House and Social matters. In the absence of the Vice-President, the President will perform the duties of Vice-President.
- 14.3 **CAPTAIN:** The Captain shall be Chairperson of all Match Committee Meetings and all matters pertaining to the Playing of Golf.
- 14.4 **THE VICE-CAPTAIN:** The Vice-Captain shall assist the Captain in the supervision of the Match Committee and all matters pertaining to the game of golf, and in the absence of the Captain shall be Chairperson of the Match Committee.
- 14.5 **LADY MEMBERS' PRESIDENT:** The Lady Members' President shall be the Chairperson of the Lady Members' Committee, which is responsible for all matters relating to the Lady Members. In the absence of the Lady Members' President, the Lady Members' Vice- President will perform the duties of the Lady Members' President.
- 14.6 **GENERAL MANAGER (General Manager):** The General Manager (General Manager) shall:
- be the Public Officer of the Club;
  - be responsible for the observance of Statutory requirements, Regulations and Laws associated with the management of the Club concerning Incorporation of the Club, Liquor and Gaming laws, Occupational Health and Safety, Industrial Relations in regard to Award conditions for employees of the Club and in general to ensure the legitimate operation of the Club;



- keep a Register of the names and addresses of members of the Club;
- prepare an Agenda in advance for distribution to Board Members giving notice to Board Members of impending meetings, and shall keep Minutes of all the proceedings at Annual General, Special General and Board of Management Meetings, and shall produce such minutes to the President or a delegated member of the Board of Management within seven working days of such meetings;
- give at least 14 days' notice in writing to all financial members of the time, place and agenda of the Annual General Meetings and all Special General Meetings;
- keep accurate accounting and financial records to provide up to date financial reports for use by the Board of management, implement controls to ensure that complete and accurate records are kept and to institute procedures to protect and maintain the cash, stock and assets of the Club;
- perform duties in accordance with Board of Management 'Standing instructions' or other duties as may be required.

## **FINANCE**

14.7 The General Manager shall:

- Pay all accounts by cheque drawn on a banking account of the Club, or in such other manner as the Board of Management shall from time to time direct. All disbursements made by cheque are to be signed by any two of four signatories, being the President, Vice-President, Captain and General Manager;
- Pay all moneys received into the banking account of the Club at least daily or at such frequency as the Board of Management directs;
- Oversee the Board of Management and Committee budgets and provide financial reports and table Financial Trading Reports to the Board of Management at monthly Board meetings;
- Provide a copy of the Financial Statement, Profit and Loss Account and Balance Sheet as at the 30<sup>th</sup> June, or other year end date, duly audited, to the Board of Management within two months thereof. A copy of the Financial Statement and Balance Sheet shall be circulated to all members with notice of the Annual General Meetings;
- Perform other duties in accordance with Board of Management 'Standing Instructions' or other duties as may be required.

## **15. MEETINGS**

15.1 Meetings of the Board of Management shall be held as often as necessary, but at least monthly.

15.2 A true record of minutes shall be taken by the General Manager and shall become a permanent record of the Club.

15.3 Quarterly financial statements presented to the Board of Management, shall be posted on the Clubhouse Notice Board for perusal by members.

15.4 The President shall sign the minutes at the next meeting of the Board as a true record of proceedings at the meeting and copies of the Minutes will be displayed on the Clubhouse Notice Board.

15.5 House, Match and Lady Members Committees will meet at least monthly and at all such meetings a true record of minutes shall be taken and a copy submitted to the Board of Management within seven (7) working days for consideration, and if thought fit, approval and adoption. A copy of these minutes shall be posted on the Clubhouse Notice Board for the information of members.

## **16. CASUAL VACANCIES**

16.1 Where a vacancy shall occur in any elective office between two Annual General Meetings, the Board of Management shall have the power to appoint a financial member to fill such vacancy until the next Annual General Meeting.

## **17. QUORUM**

- 17.1 At any Annual General Meeting or Special General Meeting, 30 members shall form a quorum, and at any Board of Management Meeting and Standing Committee Meeting, a majority of members shall form a quorum.
- 17.2 If a quorum is not attained at an Annual General Meeting, the meeting will be held at the same time and in the same location without change to the business in seven days hence, where the members then present, regardless of the number, shall form a quorum.

## **18. CASTING VOTE**

- 18.1 The Chairperson at all Board of Management, Annual General, Special General or Standing Committee meetings shall have a casting as well as a deliberate vote.

## **19. ANNUAL GENERAL MEETING**

- 19.1 The financial year shall begin on the first day of July and the Annual General Meeting held no later than the end of September following year end, at such time and place as the Board of Management determines, for the purpose of receiving the Annual Report, Balance Sheet and Statement of Accounts for the year end; election of members of the Board of Management and Standing Committees; and transacting any other business that may be brought forward in accordance with these Constitution and Rules, where notice has been given in writing at least 14 days prior to the Annual General Meeting.

## **20. SPECIAL GENERAL MEETING**

- 20.1 The Board of Management may call a Special General Meeting at any time.
- 20.2 The Board of Management shall call a Special General Meeting on receipt of a petition signed by no less than 60 financial ordinary members, who shall specify the subjects to be discussed at such meeting. No subject shall be discussed at a Special General Meeting other than that specifically set out in the notice calling such meeting. The meeting shall be held within 28 days of the receipt of the petition.

## **21. MEMBERSHIP**

### **21.1 CLUB MEMBERS**

The number of members of the Club shall consist of such numbers as determined by the Licensing Court, including Honorary Life Members, Ordinary Members, Social Members and Junior Members.

### **21.2 CLUB PROFESSIONAL**

The Club Professional is deemed to be a member of the Club without voting rights and without eligibility to hold office.

### **21.3 HONORARY LIFE MEMBERS**

Any member who has rendered valuable service to the Club may at any General Meeting of the Club be elected an Honorary Life Member of the Club by a two-thirds majority of those present at a General Meeting, provided that no member shall be elected an Honorary Life Member except on the recommendation of the Board of Management. An Honorary Life Member shall be entitled to all the privileges of membership without paying any annual subscription. The number of Honorary Life members at any one time shall be not more than eight.

### **21.4 SOCIAL MEMBERS**

Any person who has previously been a member of the Club and no longer wishes to play Golf may apply to the Board of Management for Social Membership. Each Social Member shall pay by the 1<sup>st</sup> day of April in each year an Annual Subscription of an amount to be fixed by the Board of Management.

## **21.5 JUNIOR MEMBERS**

Any person over the age of 12 years and under the age of 19 years may be admitted as a Junior Member upon the payment of an entrance fee. Each Junior Member shall pay by the 1st day of April in each year an Annual Subscription Fee of an amount to be fixed by the Board of Management.

Upon a Junior Member attaining the age of 19 years that person shall cease to be a Junior Member of the Club, but may go up for election as a Member, or Lady Member, or at the discretion of the Board of Management.

21.5.1 Students under the age of 12 years may make application to the Board of Management for approval to be admitted to the Club as a Junior Member providing:

- a) they have been recommended in writing by a Professional Golf Coach as being sufficiently skilled to obtain a handicap;
- b) his/her parents or guardians accept full responsibility for membership fees, safety and well being;
- c) the person in question demonstrates a keenness and aptitude for the game of golf.

## **21.6 TEMPORARY MEMBERS**

Subject to Board of Management approval, the following persons shall be granted temporary membership of the club for the day:

- a) A person being a financial member of a golf club and holding an official handicap, who is participating in a golf competition which is being conducted by the club under the supervision of the Match Committee.
- b) A member of an association, organisation or body which has been given permission to use the links of the Club by the Official Starter.
- c) A member of a Golf Club with which the Club has entered an agreement in respect of reciprocal playing rights.

Unless the Board of Management by Resolution determines otherwise, or the terms of a reciprocal agreement provide otherwise, the period of such temporary membership shall not extend beyond the day of the permit or the competition as the case may be. Notwithstanding anything in this Rule contained, the Board or duly appointed representative, shall have the right at any time and from time to time, to refuse temporary membership to any persons, or to cancel any temporary membership and shall not be bound to give any reason for doing so.

A person who is an employee of the Club may be granted temporary membership for entry into the Clubhouse when not in attendance for duty.

## **22. ELECTION OF MEMBERS**

22.1 Applications for membership, including occupation (optional), shall be made in writing in a form approved by the Board, signed by the candidate, the proposer and seconder to whom the candidate is known, and addressed to the General Manager of the club. The name of such candidate shall be placed on a waiting list order of application and will be submitted to the Board of Management for approval after having been posted on the Notice Board of the Clubhouse at least 14 days prior to election. The election of candidate shall be decided by a majority vote of the Board of Management. The Board shall have the power to refuse any application for membership in their absolute discretion without giving reason.

Upon acceptance of membership the Entrance Fee and Annual Subscription shall be due and payable within 14 days of payment being requested.

22.2 The initial allocation of Playing Rights to financial members shall be left to the discretion of the Board of Management with priority given to those who participate in Club Competitions and Club activities.

## **23. ENTRANCE FEE, SUBSCRIPTIONS AND CALLS**

- 22.1 The entrance fee and annual subscription for members shall be determined by the Board from time to time. The annual subscription shall be due and payable on the 1<sup>st</sup> day of April each year.
- 22.2 The Board of Management may in addition to any subscription from time to time, make calls upon any, or all classes of members, as it shall think fit. If any member shall fail to pay such Call within three months of having been given notice by the General Manager, the same provision shall apply as in the rule provided for the non-payment of subscriptions.

## **24. VOTING**

- 24.1 Members who are Financial and Honorary Life Members shall be entitled to a vote at Annual General Meetings and Special General Meetings.
- 24.2 A Returning Officer, to be appointed by the Board of Management and whose name will be posted on the Notice Board in the Clubhouse seven days prior to the Annual General Meeting or of any Special Meeting where required, shall conduct and supervise all ballots for the election of any positions, or any other matters of Call of day.
- 24.3 No proxy votes will be accepted at any Annual General Meetings or Special General meeting.
- 24.4 Junior members are not eligible to take part in the management of the Club or to cast a vote at the Annual General Meeting or Special General meetings of the Club or to sign petitions calling Special General Meetings.

## **25. UNFINANCIAL MEMBERS**

- 25.1 A member is deemed to be unfinancial whose subscription is not paid by the 1<sup>st</sup> day of April in the current year.
- 25.2 Unfinancial members shall not be eligible to nominate and/or compete for any prize or trophy. The penalty for any breach of this rule shall be disqualification. The acceptance of a competition fee shall not exonerate any member from this penalty.
- 25.3 No unfinancial member shall occupy any position of management of the Club.
- 25.4 If a member fails to pay the annual subscription by the 1st day of April the member shall be deemed to have forfeited membership of the Club, and shall forthwith cease to enjoy any privileges of membership, but notwithstanding such forfeiture, any moneys due by such a member to the Club shall remain recoverable, if necessary by legal proceedings.

## **26. RESIGNATIONS**

- 26.1 A member wishing to resign membership of the Club must give notice in writing to the General Manager, but shall still remain liable to the Club for any subscriptions or other moneys due and unpaid at date of resignation.

## **27. EXPULSION/SUSPENSION**

- 27.1 Every member of any Class (including a member of any Class against whom a complaint is made) shall upon given notice to attend before the Board of Management, as and when directed by the Board, shall attend and shall answer all questions put by, or on behalf of the Board, with respect to such complaint, inquiry, or in relation to any other matter into which the Board is duly inquiring, that member may elect to be represented. If that member is a Junior then he/she must be represented by a senior person.
- 27.2 No membership shall be terminated by the Board unless the member has been given 10 days' prior notice in writing, of such intention by the Board, and an opportunity to explain to the Board either in person, or in writing, the conduct considered by the Board to warrant termination of membership.

27.3 The Board of Management shall have the power to remove from the list of members the name of any member whose presence in the Club they consider detrimental to the Club's interests and such member shall forthwith cease to be a member of the Club. Provided that any member removed by the Board shall have the right to appeal to a Special General Meeting of the Club, whose decision shall be final, and shall not be challenged in any manner whatsoever.

27.4 The Board has the power to temporarily suspend a member from the Clubhouse or golf competitions for any breach of the Club Constitution, rules, by-laws or directions given by the Board or for behaviour detrimental to the interests of the Club.

27.5 Where the Board exercises any power of adjudication in relation to a dispute the rules of natural justice shall at all times be observed.

## **28. AMENDMENTS TO RULES**

28.1 These rules may be added to, repealed, or amended by resolution at either the Annual General Meeting or Special General Meeting called for such purpose in accordance with this Constitution, provided that no such resolution shall be deemed to have been passed unless it be carried by a majority of at least two-thirds of the members voting thereon. Provided further that full particulars of the proposed alterations, or additions to the rules, be set forth in the notice convening the meeting, and that such notice be posted on the Notice Board of the Clubhouse 14 days before the date of the meeting.

## **29. COMPLAINTS**

29.1 All complaints shall be made in writing to the General Manager of the Club who shall submit them to the Board of Management.

## **30. RULES REQUIRED UNDER THE LICENSING ACT**

The following rules shall apply to the Club:

30.1 A Licensee may not sell, supply liquor to a person under the age of 18 years or allow consumption of liquor by a person under the age of 18 years on licensed premises. If liquor is supplied to a minor on licensed premises, the licensee, the manager and the person by whom the liquor is sold or supplied (i.e. barperson) are guilty of an offence.

30.2 No liquor must be sold or supplied on licensed premises to a person who is intoxicated, the licensee, the manager of the licensed premises and the person by whom it is supplied (i.e. barperson) are guilty of an offence.

30.3 Visitors are permitted in the Clubhouse and may be sold or supplied liquor when accompanied by a member.

30.4 Visitors are permitted in the Sprig Bar and may be sold or supplied liquor without being accompanied by a member.

30.5 Visitors attending an organised function may be sold or supplied liquor without being accompanied by a member.

30.6 No person under the age of 18 years may be employed to sell, supply or serve liquor on licensed premises.

30.7 Trading hours will comply with our current licence certificate.

## **31. WINDING UP**

31.1 The Club shall only be wound up by a resolution of a Special General Meeting convened solely for that purpose.

31.2 If wound up, no money, or property shall be paid, given, or shared amongst members and any such assets shall be given for the promotion and advancement of golf, providing such organisation is a non-profit organisation to be determined by the Board of Management in office at the time to be decided at a Special General Meeting at which winding up of the Club is approved.

### **32. TRANSITIONAL PROVISIONS**

32.1 Upon the adoption of this Constitution, the Committee in Office, under the old Constitution of the Club, shall continue in office until the next Annual General Meeting, and until that time will continue to act in accordance with the old Constitution.

32.2 Inaugural elections under this Constitution will be for the President and Vice-Captain to be elected to serve two (2) years, with the Vice-President and Captain to be elected for one (1) year.

32.3 Inaugural elections for the remaining positions on the Board of Management shall be for two (2) positions for two (2) years, and one position for one (1) year. The two candidates receiving the most votes to be elected for two years.

32.4 All members of the Club prior to the adoption of this Constitution shall continue in the same Class of membership as under the old Constitution.

32.5 Membership waiting lists under the old Constitution shall be unchanged by the adoption of the Constitution.