



# **Heidelberg Golf Club**

## **At Lower Plenty**

### **Constitution**

**Approved 30 October 2007**

## **Vision Statement**

To be a leading private club that is recognized for quality golf, entertainment and other activities for the benefit of its members, their families and guests. Culturally the club will be adaptive and enterprising to the needs of its members providing a friendly environment which will encourage active membership and family involvement.

# HEIDELBERG GOLF CLUB

ACN 004 250 435 - ABN 59 004 435  
(A Company Limited by Guarantee)

8 Main Road Lower Plenty Vic 3093

## CONSTITUTION

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# Part A – Introduction

## 1 General

- 1.1 This Constitution replaces the former Memorandum and Articles of Association of the Heidelberg Golf Club in order to accord with the changes to the *Corporations Law* that came into effect on 1 July 1998. It also incorporates a number of other changes.
- 1.2 The Club for the purpose of registration is declared to consist of up to 1800 members, except that the Club in General Meeting may if thought fit from time to time register an increase or decrease in the maximum number of members, subject to approval pursuant to the *Liquor Reform Act*.

## 2 Interpretation and Definitions

- 2.1 This *Constitution* shall be construed with reference to the provisions of the *Corporations Law* and the terms used in this *Constitution* shall be taken as having the same respective meanings as they have used in the *Corporations Law*.

- 2.2 In this *Constitution* the following definitions apply unless there be something in the subject or context inconsistent therewith:-

**“Annual Subscription”** means the annual subscription payable by a Member, as determined from time to time pursuant to Clause 33.

**“Board of Directors”** or **“Board”** means the persons referred to in Clause 43

**“By Laws”** means the *By Laws* referred to in Clause 54, which may be changed from time to time by the Board of Directors.

**“Club”** means the Heidelberg Golf Club ACN 004 250 435 which is a company Limited by Guarantee.

**“Corporations Law”** means the *Corporations Law* as amended from time to time.

**“Director”** means a person appointed as a director of the Club in accordance with this Constitution and any alternate directors appointed from time to time.

**“Entrance Fees”** mean the entrance fee payable by a Member, as determined from time to time pursuant to Clause 32.

**“Financial Members”** mean those Members who have paid the full amount of the Entrance Fee applicable to their category of membership, have paid their current Annual Subscriptions or relevant instalments thereof and are not overdue with any other payments due to the Club.

**“General Body of Members”** means persons elected or appointed to the categories of the membership of the Club referred to in Clause 6.1.

**“General Manager”** means the person titled **“General Manager”** or **“Secretary/Manager”** for the time being performing the duties as referred to in Clause 45. They may also occupy the position of Secretary, if so determined by the Board of Directors.

**“General Meeting”** means a general meeting of Members of the Club, as referred to in Clause 55.

**“GST”** means any tax, levy or impost generally imposed pursuant to A New Tax System (*Goods and Services Tax*) Act 1999 (or any other Bill or Act of the Commonwealth of Australia) in respect of goods or services provided by the Club to a Member.

**“Liquor Control Reform Act”** means the *Liquor Control Reform Act* 1998 as

amended from time to time.

“**Member**” means a person within a category of membership referred to in clause 6.1 or 6.2.

“**Month**” means calendar month.

“**Office Bearer**” or “**Officer**” means a Director who is the President, Vice President, Captain, Vice Captain or Treasurer

“**Other Director**” means a Director who is not an “Office Bearer”.

“**Secretary**” means the person for the time being performing the duties of the Secretary of the Club for the purposes of the *Corporations Law* and as referred to in Clause 45.2. They may also occupy the position of General Manager.

“**Special Resolution**” means a resolution passed by at least 75% of the votes cast (including proxies) by Members attending a General Meeting who are entitled to vote.

“**Sundry Charges**” means sundry charges payable by a Member, as set out in the *By Laws* from time to time.

“**Unsecured Notes**” means unsecured notes issued by the Club pursuant to an Unsecured Note Disclosure Statement dated 18 December 1996.

“Voting Members” means persons who belong to the General Body of Members and are also Financial Members. They are entitled to vote at General Meetings.

“**Weekdays**” means Monday to Friday (both inclusive).

“**Year**” or “**Financial Year**” means the Club's financial year, which is currently from 1 July to 30 June.

- 2.3 In this *Constitution* words importing the singular number include the plural number and vice versa. Words importing the masculine gender include the feminine gender and vice versa, unless the contrary intention appears.
- 2.4 In this *Constitution* the headings are for ease of reference only and shall not be taken as part thereof or in any manner affect the interpretation or construction of the same.
- 2.5 In this *Constitution* the Provisions and Regulations of the *Corporations Law* and of the *Liquor Control Reform Act* apply with overriding force and effect save and except as legally modified in this *Constitution*.
- 2.6 Any reference to a specific provision of the *Corporations Law* shall be deemed to be a reference to that section as amended from time to time and to any replacement provision(s).

### **3 Objects**

- 3.1 The purposes for which the Club is established are:
- (a) to promote the game of golf;
  - (b) to promote and encourage membership of the Club;
  - (c) to provide and maintain from the joint funds of the Club a suitable golf course, club house and other facilities for the Members and their guests;
  - (d) to encourage and support other individuals and organizations (including companies, trusts, charitable bodies and associations whether incorporated or unincorporated) with compatible objects; and
  - (e) to encourage contributions from individuals and organizations (including companies, trusts, charitable bodies and associations whether incorporated or unincorporated) with compatible objects.
- 3.2 The Club shall continue to hold and/or renew from time to time any necessary licenses, permits or other provisions for the sale and disposal of liquor within

the meaning of the *Liquor Control Reform Act* (as amended) or any Act passed in substitution therefore or amending the same.

- 3.3 The Club may do all such lawful things as are incidental or conducive to the attainment of Clause 3.1, or which may be calculated to advance directly or indirectly the interests of the Club.
- 3.4 The income, property and other assets of the Club however derived shall be applied solely towards the promotion of the Objects of the Club, as set forth in this *Constitution*. No part of the assets of the Club shall be paid transferred directly or indirectly by way of dividend, bonus, gratuity or otherwise by way of profit to any of the Members of the Club.
- 3.5 The Club is an Equal Opportunity Employer.

#### **4 Powers**

- 4.1 The Club shall have all of the powers of a natural person and the powers set out in section 124 of the *Corporations Law*.
- 4.2 Without limitation to the powers set out in clause 4.1, the Club shall have the power to:
- (a) issue debentures, unsecured notes, mortgages, charges or other obligations of the Club;
  - (b) carry on business conducive or incidental to one or more of the objects of the Club and to employ therein all or any of the funds of the Club and to withdraw such funds or any part there from as it may deem fit;
  - (c) extend the period of payment of any debenture, unsecured note, mortgage, charge or other obligation or any part thereof on such terms and conditions as the Club may from time to time determine;
  - (d) buy, sell and deal in all kinds of apparatus and all kinds of provisions, to Members, visitors and guests;
  - (e) purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the Objects of the Club;
  - (f) enter into any arrangements with any Government or authority, Federal, State, municipal, local or otherwise;
  - (g) appoint, employ, remove or suspend, in accordance with all applicable legislation, such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the Objects of the Club;
  - (h) establish and support or aid in the establishment and support of foundations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Club or the dependants or connections of any such persons and to grant pensions and allowances and to make payments towards insurance;
  - (i) construct, improve, maintain, develop, extend, rebuild, alter, manage or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Club's interests and to contribute to, subsidize or otherwise assist and take part in the construction, improvement, maintenance, development, extension, rebuilding, alteration. management or control thereof;
  - (j) invest and deal with the money of the Club not immediately required in

such manner as may be permitted by law for the investment of Club funds;

- (k) borrow or raise or secure the payment of money in such manner as the Club may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Club in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Club's property (both present and future), and to purchase, redeem or pay off any such securities;
- (l) make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (m) sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Club;
- (n) take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Club's property of whatsoever kind sold by the Club or any money due to the Club from purchasers and others;
- (o) take any gift of property whether subject to any special trust or not, for any one or more of the Objects of the Club provided that in case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- (p) take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of obtaining new Members or procuring contributions to the funds of the Club;
- (q) print and publish any newspapers, periodicals, books or leaflets for the promotion of its Objects;
- (r) institute, prosecute and compromise legal proceedings;
- (r) organize exhibitions, conferences, meetings and other events for social, educational, recreational, entertainment or informative purposes;
- (s) have a direct or indirect interest in, or to establish or participate in the formation of, any trust, association (whether incorporated or otherwise), company or joint venture (hereinafter called "organization") provided such organization does not have objects inconsistent with the aforesaid Objects; and
- (t) to do all such other things as are incidental or conducive to the attainment of any of the aforesaid Objects and/or the exercise of any of the powers of the Club.

4.3 Notwithstanding anything contained in Clause 4.2, the Board of Directors shall not, without the sanction of the Club in General Meeting demise, under-let, exchange, lease, sell or otherwise dispose of the whole or any part of the real property of the Club.

4.4 Notwithstanding anything contained in clause 4.2, no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Director of the Club except for:

- (a) the reimbursement of out of pocket expenses incurred by a Director in the performance of their duties where the amount payable does not exceed an amount previously approved by the Board of Directors; or in



accordance with the approved guidelines as set out in the *By Laws*;

- (b) the provision of a financial benefit (including without limitation and indemnity or payments of an insurance premium) to which section 212 of the *Corporations Law* refers, provided that any such amount does not exceed an amount previously approved by the Board of Directors; and
- (c) payment for any services rendered, or goods (other than liquor) supplied, by the Director in a capacity other than their capacity as Director, provided that any such amount does not exceed an amount previously approved by the Board of Directors and does not exceed an amount which would be commercially reasonable for such goods or services.

4.5 Subject to clause 4.4 and to the different rights and privileges attached to the different categories of Members, no Member shall receive a greater profit benefit or advantage from the Club other than that received by every Member of the Club (other than salary or wages paid to employees).

## Part B – Membership

### 5 Membership

- 5.1 The policy of the Club is one of equal opportunity and non discrimination.
- 5.2 All classes of membership of the Club are open to persons of either sex. This clause is not intended to prevent separate competitions for either sex. Nor is it intended to prevent the allocation of different playing days to men and women who are in the Introductory, Five Day and Six Day categories.
- 5.3 The Members of the Club shall be the following persons until their membership ceases;
- (a) every person who is a Member of the Club as at the date of the adoption of this *Constitution*; and
  - (b) every person who on or after the date of the adoption of this *Constitution* is elected as a Member of the Club.
- 5.4 Applications for membership shall be in accordance with the *By Laws* and on the prescribed Application Forms. The Board of Directors shall not be bound to accept the application for membership of any person or to give any reason for the non acceptance of any application.
- 5.5 Subject to the express provisions of this *Constitution*, and to any *By Law*, the Board of Directors shall have the power to define from time to time the playing rights, responsibilities and privileges of the existing and any new categories of membership of the Club, regarding their use of the golf course, other recreational facilities and the Club House.
- 5.6 Categories of membership may be approved by the Club in a General Meeting, with such rights and privileges as approved by the Board of Directors from time to time.
- 5.7 When an application for membership has been approved by the Board of Directors, the Chief Executive Officer or Secretary shall send a letter to the applicant advising them of the approval. The letter shall also contain a request/invoice for payment of any applicable Entrance Fee (or approved installment thereof), the Annual Subscription (or approved installment thereof), any applicable Building Levy and any applicable Sundry Charges.
- 5.8 Upon payment of such fees, subscriptions and charges, the applicant shall become a Member of the Club. If within one month of notification of approval by the Board the relevant fees, subscriptions and charges or installment are not paid, the election may be null and void and all prior payments (if any) made by the applicant to the Club may be retained by the Club.

### 6 Categories of Members

- 6.1 The General Body of Members of the Club shall comprise the following categories of Members:
- (a) Life Members of the Club;
  - (b) Seven Day Members;
  - (c) Senior Seven Day Members;
  - (d) Six Day Members;
  - (e) Senior Six Day Members;
  - (f) Five Day Members;
  - (g) Senior Five Day Members;
  - (h) Restricted Members;
  - (i) Senior Restricted Members;
  - (j) Mid Week Members;

**(k) Youth and Junior Members Seven Day;**

- (l) Five Day Youth and Junior Members;
- (m) Student Members;
- (n) Bowling Members; and
- (o) Senior Bowling Members.

**6.2 Other Categories of Membership of the Club comprise:**

- (a) Junior Seven Day Members under 18 years of age
- (b) Five Day Junior Members under 18 years of age
- (c) Limited Members
- (d) Country Members
- (e) Social Members
- (f) Honorary Members
- (g) Short Term Members
- (h) Introductory Members
- (i) Corporate Members
- (j) Approved Named Players of Corporate Members; and
- (k) Leave of Absence.

**6.3 All Members of the Club, excepting Members in any categories of membership who are under 18 years of age, shall have full rights and privileges to those parts of the Club premises licensed under the *Liquor Control Reform Act*.**

**6.4 Persons who belong to the General Body of Members and are Financial Members shall have the right to elect a Board of Directors (comprising five Officers and four other directors) to manage the business and affairs of the Club.**

**6.5 Persons under the age of 18 years may be elected to various categories of membership, including but without limitation as Youth and (2009) Junior Members and Five Day Youth and (2009) Junior Members as set out in the *Constitution*. However, such Members do not have the full rights and privileges of the General Body of Members until they reach the age of 18 years.**

**6.6 Honorary Members may be elected as provided in Clause 30. No person shall be allowed to become an Honorary Member of the Club or be relieved of the payment of the regular subscription except those possessing the qualifications defined in this *Constitution* and subject to the conditions and regulations prescribed in this *Constitution* and in the *By Laws*.**

**6.7 Short Term Members may be elected as set out in this *Constitution*, subject to the conditions and regulations prescribed in this *Constitution* and the *By Laws*.**

**6.8 The General Body of Members shall at all times constitute not less than 60% (or such other amount as is specified by Liquor Licensing Victoria from time to time) of the total membership of the Club, excluding guests and visitors who are considered to be Temporary Members.**

**7 Register of Members**

**7.1 A Register of Members of the Club shall be kept by the General Manager or the Secretary on the Club's premises. The Register shall set forth in full, the names, addresses, dates of birth and occupations of all Members of the Club and the date of the latest payment of each Member's subscription.**

**8 Life Members of the Club**

**8.1 Life Members of the Club shall comprise those members who are Life Members of the Club, Lady Life Members and Bowls Life Members at the date of adoption of this *Constitution*.**

- 8.2 On the recommendation of the Board of Directors, Ladies Committee or Bowls Committee any Member who has rendered distinguished and exceptional service to the Club and/or service in the interest of sport, may, at any General Meeting of the Club, be elected a Life Member of the Club without any special payment for such life membership. A 75% majority vote of those Members voting shall be necessary for such election.
- 8.3 The total number of Life Members of the Club shall not exceed 12 unless otherwise approved at a General Meeting of the Club.
- 8.4 The number, rights and privileges of Life Members of the Club shall be as determined from time to time by the Board of Directors. Generally, every Life Member of the Club shall be entitled to all the privileges and be subject to all the duties of a Seven Day Member during their life. Life Members do not have to pay Annual Subscriptions, but may be required to pay any Sundry Charges and levies, where applicable, in accordance with the *By Laws*.
- 8.5 The criteria for considering the awarding of Life Membership of the Club shall be determined by the Board of Directors from time to time and specified in the *By Laws* and shall include (but not confined to) the following:
- (a) Period of Club membership;
  - (b) Contribution to promotion of the Club's objectives;
  - (c) Service to sport as a representative of (and while a member of) the Club;
  - (d) Ready acknowledgement and acceptance within the Club and/or the wider community as a person of unimpeachable character whose contribution to the Club, or sport, is clearly exemplary.

## **9 Seven Day Members**

- 9.1 Seven Day Members shall be persons who, when elected to this category are entitled to all the privileges of membership on all seven days of the week. They are entitled to vote at General Meetings if they are Financial Members. The number of Seven Day Members shall not exceed 450.
- 9.2 The Entrance Fee for Seven Day Members shall be determined as specified in Clause 32 and the Annual Subscription for Seven Day Members shall be determined as specified in Clause 33. For Seven Day Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$187 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry Charges covering such matters as insurance and the use of lockers, and levies where applicable, are payable in accordance with the *By Laws*.

## **10 Senior Seven Day Members**

- 10.1 A Seven Day Member, who has been a Member of the Club for at least 25 years and who has attained the age of 65 years, upon application to the Board of Directors may be transferred to Senior Seven Day Membership, if a vacancy exists. Senior Seven Day Members shall have the same rights and privileges as Seven Day Members and are entitled to vote at General Meetings if they are Financial Members. The number of Senior Seven Day Members shall not exceed 50.
- 10.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription payable by a Senior Seven Day Member shall **from 1 July 2009 be at a discount of 40%, from 1 July 2010 at a discount of 32.5% and from 1 July 2011 at a discount of 25% of (2009)** ~~be at a 50% discount to the Annual Subscription payable by a Seven Day Member.~~ For Senior Seven Day Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$93 per year is payable until the earlier of 2017 and the date on which the Unsecured

Notes are repaid in full. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

## **11 Six Day Members**

11.2 Six Day Members shall be entitled to use the golf course playing facilities on Weekdays and on Sundays. They are entitled to vote at General Meetings if they are Financial Members. No person shall be elected as a Six Day Member unless there is a waiting list for Seven Day Members. The number of Six Day Members shall not exceed 200.

11.3 Unless otherwise determined by the Members at a General Meeting, the Entrance Fee for an Six Day Member shall be the same as for a Seven Day Member and the Annual Subscription for an Intermediate Member shall be 85.72% of the Annual Subscription for a Seven Day Member, rounded up to the nearest dollar. For Six Day Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$160 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

## **12 Senior Six Day Members**

12.1 A Six Day Member who has been a Member of the Club for at least 25 years and who has attained the age of 65 years may upon application to the Board of Directors be transferred to Senior Six Day Membership, if a vacancy exists. Senior Six Day Members shall have the same rights and privileges as Six Day Members and are entitled to vote at General Meetings if they are Financial Members. The number of Senior Six Day Members shall not exceed 20.

12.2 Unless otherwise determined by embers at a General Meeting, the Annual Subscription payable by a Senior Six Day Member shall ~~from 1 July 2009 be at a discount of 40%, from 1 July 2010 at a discount of 32.5% and from 1 July 2011 at a discount of 25% of be at a 50% discount to~~ (2009) the Annual Subscription payable by a Six Day Member. For Senior Six Day Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$80 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

## **13 Five Day Members**

13.1 Five Day Members shall be entitled to use the golf course playing facilities on five days per week as specified in the *By Laws*. They are entitled to vote at a General Meeting if they are Financial Members. The number of Five Day Members shall not exceed 400 minus the number of Restricted and Mid Week Members.

13.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription payable by a Five Day Member shall be the same as for a Seven Day Member and the Annual Subscription shall be 71.4% of the Annual Subscription for Seven Day Members, rounded up to the nearest dollar. For Five Day Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$133 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

## **14 Senior Five Day Members**

Senior Five Day Members: (This category is retained as a legacy category for those who are presently Senior Five Day Members. No further admissions will be made to this category.) This category will be abolished on 1 July 2010. Senior Five Day Members will become ordinary Five Day Members on 1 July 2010. (2009).

- 14.1 **A Restricted Member or a Five Day Member who has been a Member of the Club for at least 25 years and** who has attained the age of 65 years may upon application to the Board of Directors be transferred to Senior Five Day Membership, if a vacancy exists. Senior Five Day Members shall have the same rights and privileges as Five Day Members and are entitled to vote at General Meetings if they are Financial Members. The number of Senior Five Day Members shall not exceed 20.
- 14.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription payable by a Senior Five Day Member shall be at a 50% discount to the Annual Subscription payable by a Five Day Member. For Senior Five Day Members who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$67 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.
- 15 Restricted Members: This category is retained as a legacy category for those who are presently Restricted Members but do not wish to become Five Day or Six day members. No further admissions will be made to this category.)**
- 15.1 Restricted Members shall comprise those Members who belong to the Category at the date of adoption of this Constitution. Restricted Members shall be entitled to use the golf course playing facilities on five days per week as specified in the *By Laws*. They are entitled to vote at General Meetings if they are Financial Members.
- 15.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription for a Restricted Member shall be 71.33% of the Annual Subscription for Seven Day Members, rounded up to the nearest dollar. For Restricted Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$133 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.
- 16 Senior Restricted Members: This category is retained as a legacy category for those who are presently Restricted Members but do not wish to become Five Day or Six day members. No further admissions will be made to this category.)**
- 16.1 Senior Restricted Members shall comprise those Members who belong to the Category at the date of adoption of this Constitution.
- 16.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription payable by a Senior Restricted Member shall be at a 50% discount to the Annual Subscription payable by a Restricted Member. For Senior Restricted Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$67 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry charges and levies, where applicable, are payable in accordance with the *By Laws*.

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This category was abolished on 1 July 2010. Mid Week Members on 1 July 2010 shall be transferred to Five Day Membership and subject to all Five Day membership fees and charges. (2009)

**Mid Week Members: This category is retained as a legacy category for those who are presently Mid Week Members but do not wish to become Five Day members. No further admissions will be made to this category.)**

~~17.1 Mid Week Members shall comprise those Members who belong to the Category at the date of adoption of this Constitution. Mid Week Members shall be entitled to use the golf course playing facilities on four days per week as specified in the *By Laws*. They are entitled to vote at General Meetings if they are Financial Members.~~

~~17.2 Unless otherwise determined by the Members at a General Meeting, Annual Subscription for a Mid Week Member shall be 57.17% of the Annual Subscription for Seven Day Members, rounded up to the nearest dollar. For Mid Week Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$106 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry charges and levies, where applicable, are payable in accordance with the *By Laws*. (2009)~~

## **18 Corporate Members**

18.1 Corporate Member's nominated players are entitled to a range of rights and privileges depending on the arrangements agreed between Board of Directors and the Corporation and as specified in the *By Laws*. A Corporate Member is not entitled to vote at General Meetings.

18.2 A Corporate Member is entitled to nominate **any number of up to three (2009)** players whose names must be put forward to the Membership Committee for examination and approval by the Board in the normal manner. The total annual fee payable is set out in the *By Laws* and depends on the number of players nominated by the Corporate Member, the number of days per week that they are permitted to play golf and the number of guest passes included in the annual package. The total annual fee incorporates a component for the Entrance Fee and a component for the Annual Subscription, Sundry Charges and levies

18.3 The aggregate number of nominated players across Corporate Memberships **may will (2009)** be varied from time to time by the Board. ~~of Directors but in general will not exceed 21. (2009)~~

18.4 The nominated players of Corporate Memberships shall have the same playing rights and obligations of Seven Day, Six Day or Five Day Members respectively, depending on the specific arrangements agreed between the Club and the specific Corporate Member.

18.5 Corporate Members and their nominated players will have the opportunity to invite a number of guests per year as specified in the *By Laws*.

18.6 Special arrangements for Corporate Days **may (2009)** ~~can~~ be made by consultation with the General Manager.

### **18A Group Members**

**Members of any specific group with a common interest, common employer or common domicile may be offered membership at such fees and on such terms and conditions as agreed between the Board and such specific group. Fees, terms and conditions may be varied at the discretion of the Board as and when the Board sees fit. (2009)**

### **18B Development Group Members (2009)**

**18B.1 The Board may appoint a person to Development Group Membership where such appointment will encourage and assist the development of a talented individual, assist in the retention to the Club of a gifted player, or generally promote and assist the interests of sports in general or the interests of Heidelberg Golf Club in particular.**

**18B.2 The number of Development Group members shall not exceed 10. (2009)**

**19 Youth and Junior (under 21 years of age) Members**

19.1 Only persons who are under 25 years of age may be a Youth and Junior Member. Members shall have such rights and privileges as the Board of Directors prescribes from time to time and as specified in the *By Laws*. The number of Youth and Junior Members shall not exceed 85.

19.2 Unless otherwise determined by the Members at a General Meeting, Youth and Junior Members are required to pay a one off Entrance Fee that is relative to a Seven Day Membership Entrance Fee, rounded up to the dollar at the date of their admission as a Youth and Junior Member, in accordance with the following schedule:

<b>Age on Admission</b>	12/13/14/15	16/17/18	19/20	21	22	23	24
<b>Entrance Fee (%)</b>	16.5	20	35	50	65	75	85

19.3 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription for a Youth and Junior Member shall be in accordance with the following schedule as a percentage of a Seven Day member. The age of the Youth and Junior Member is the age at the commencement of the financial year of the Club and the Annual Subscription shall be rounded up to the nearest dollar. Youth and Junior Members are exempted from the payment of the Building Levy. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

<b>Age On Admission</b>	12/13	4/15	16/17/18	19/20	21	22	23	24
<b>% per annum</b>	12.5	15	20	35	50	65	75	85

19.4 Youth and Junior Members under 18 years of age are restricted in their use of the Club premises in accordance with the *Liquor Control Reform Act* and as specified in the *By Laws* and are not included in the General Body of Members. Youth and Junior Members aged 18 years and over are included in the General Body of Members and enjoy full rights and privileges of the Club, including entitlement to vote at General Meetings, if they are Financial Members.

19.5 On attaining the age of 25 years, a Youth and Junior Member may, upon application to the Board of Directors, be transferred to Seven Day Member category (or to a lesser category of membership should they so desire) at the next regular payment of Annual Subscriptions, and subject to vacancies being available. Notwithstanding clause 19.1, a Youth and Junior Member is entitled to remain a Youth and Junior Member between the date of his or her 25<sup>th</sup> birthday and the date of the next regular payment of Annual Subscriptions.

**20 Student Members**

20.1 Youth and Junior Members who are full time students, on attaining the age of 21 years, may be transferred to Student Membership with the same yearly subscription as a 20 year old Youth and Junior Member until the sooner of;

- (a) the age of 24 years is reached; or
- (b) the Member ceases to be a full time student.

Each Student Member must satisfy the Board of Directors on an annual basis of bona fides of his/her studentship. Student Members are entitled to vote at General Meetings, if they are Financial Members. The number of Student Members shall not exceed 15.



20.2 A Junior Member cannot transfer to Student Membership unless and until they have paid the Entrance Fee payable under Clause 19.2. The Annual Subscription for a Student Member is the same as for a Junior Member. Student Members are exempted from payment of the Building Levy. Sundry charges and levies, where applicable, are payable in accordance with the *By Laws*.

## **19 Five Day Youth and Junior (under 21 years of age) Members**

21.1 Five Day Youth and Junior Members must be under 25 years of age and shall be entitled to use the golf course playing facilities on Weekdays only. They shall have such rights and privileges as the Board of Directors prescribes from time to time and as specified in the *By Laws*. The number of Five Day Youth and Junior Members shall not exceed 50.

21.2 Unless otherwise determined by the Members at a General Meeting, Five Day Youth and Junior Members are required to pay the same Entrance Fee as Youth and Junior Members and as set out in clause 19.2 above. The Annual Subscription for a Five Day Youth and Junior Member shall be 75% of the Annual Subscription for a Youth and Junior Member in the same age bracket, rounded up to the nearest dollar. They are exempt from payment of the Building Levy but must pay Sundry charges and levies, where applicable, in accordance with the *By Laws*.

21.3 Five Day Youth and Junior Members under 18 years of age are restricted in their use of the Club premises, in accordance with the *Liquor Control Reform Act*, and as specified in the *By Laws* and are not included in the General Body of Members. Five Day Youth and Junior Members aged 18 years and over are included in the General Body of Members and enjoy full right and privileges of the Club, including entitlement to vote at General Meetings, if they are Financial Members.

21.4 Five Day Youth and Junior Members will be transferred to Youth and Junior Membership as vacancies arise. No person shall be elected as a Five Day Youth and Junior Members unless there is a waiting list for Youth and Junior Members.

21.5 On attaining the age of 25 years, a Five Day Member may, upon application to the Board of Directors, be transferred to Seven Day Member or Six Day Membership. When determining such an application, the Board of Directors shall consider the length of time that the applicant has been a Member of the Club, compared with those Members (if any) on the waiting list for elevation to Seven Day Membership. Alternatively, the Five Day Youth and Junior members may transfer to a lesser category of membership should they so desire. Such transfer shall take effect from the next regular payment of Annual Subscriptions and is subject to vacancies being available. Notwithstanding clause 21.1, a Five Day Youth and Junior Member is entitled to remain a Five Day Youth and Junior Member between the date of his or her 25th birthday and the date of the next regular payment of Annual Subscriptions.

## **20 Limited Members**

22.1 Limited Members are persons who have transferred from a playing category of membership to the Limited Membership. When elected by the Board of Directors, Limited Members shall enjoy all the rights and privileges of the Club except for the golf course and bowling green. They are not entitled to vote at General Meetings. The number of Limited Members shall not exceed 200.

22.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription for a Limited Member shall be 7.70% of the Annual Subscription for Seven Day Members, rounded up to the nearest dollar. For Limited Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$37 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry charges and levies, where applicable, will be payable in

accordance with the *By Laws*.

- 22.3 Limited Members may apply to the Board of Directors for approval to transfer back to a playing category. Any such transfer shall be on the terms and conditions, including payment of any outstanding or additional Entrance Fee, as determined by the Board of Directors from time to time and as specified in the *By Laws*.

## **21 Country Members**

- 23.1 Country Members are persons whose ordinary place of residence is outside the defined radius of the Club, as specified in the *By Laws*. They are not entitled to vote at General Meetings. The number of Country Members shall not exceed 20.
- 23.2 Unless otherwise determined by the Members at a General Meeting, the Entrance Fee for a Country Member shall be the same as for an Seven Day Member and the Annual Subscription for a Country Member shall be 29.09% of the Annual Subscription for a Seven Day Member, rounded up to the nearest dollar. For Country Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$52 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

## **22 Introductory Members**

- 24.1 Introductory Members shall be entitled to use the golf course playing facilities on two days per week and shall have such rights and privileges as the Board of Directors prescribes from time to time and as specified in the *By Laws*. They are not entitled to vote at General Meetings. The number of Introductory Members shall not exceed 50.
- 24.2 Unless otherwise determined by Members at a General Meeting, there will be no Entrance Fee for Introductory Membership. However, subject to Clause 24.4, if an Introductory Member transfers to another category of membership in accordance with Clause 24.3, he or she must pay the Entrance Fee for that category of membership. Unless otherwise determined by Members at a General Meeting, the Annual Subscription for an Introductory Member shall be 28.81% of the Annual Subscription for an Seven Day Member, rounded up to the nearest dollar. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.
- 24.3 Introductory Members will be offered the opportunity of transferring to another category of Membership at the expiration of a one year introductory period. The category of Membership offered by the Board of Directors will be determined by the number of other Members (if any) on the waiting list for elevation to a Seven Day Membership, Six Day Membership or a Five Day Membership respectively. Alternatively, the Introductory Member may transfer to a Social Membership or Leave of Absence (if appropriate) should they so desire. If the Introductory Member fails to accept the transfer they will cease to be a Member of the Club at the end of the one year introductory period.
- 24.4 If an Introductory Member applies to transfer to another category at, or prior to, the completion of the one year introductory period, the Board of Directors
- 24.5 may at its absolute discretion, reduce the Entrance Fee applicable, by up to the amount paid in Annual Subscriptions during the introductory period. The proportional reduction shall be as specified from time to time in the *By Laws*. The spouse of a member shall pay 50% of the relevant Entrance Fee for transfer to a Category in the General Body of Membership or such other amount as may be determined by the Board.

## **23 Bowling Members**

- 23.1 Any person may be elected as a Bowling Member of the Club. Bowling Members shall be elected in the manner prescribed for the election of Seven Day Members. A Bowling

Member shall have the rights and privileges as set out from time to time in the *By Laws*. Bowling Members who are over the age of 18 years are entitled to vote at General Meetings, if they are Financial Members of the Club. The maximum number of Bowling Members shall not exceed 143.

- 23.2 Unless otherwise determined by the Members at a General Meeting, the Entrance Fee for a Bowling Member shall be 2.15% of the Entrance Fee for a Seven Day Member and the Annual Subscription for a Bowling Member shall be 9.47% of the Annual Subscription for Seven Day Members, rounded up to the nearest dollar. For Bowling Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$42 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry charges and levies, where applicable, are payable in accordance with the *By Laws*.
- 23.3 A Bowling Member may not use the golf course, without the expressed approval of the General Manager or Secretary and in accordance with the *By Laws*, including payment of the applicable green fee.
- 23.4 If a Bowling Member is under the age of 18 years, his or her use of the Club premises is restricted in accordance with the *Liquor Control Reform Act* and as specified in the *By Laws*. If they are under 18 years of age, they are not included in the General Body of Members and are not entitled to vote at General Meetings.

## 24 Senior Bowling Members

- 24.1 A Bowling Member who has been a member of the Club for at least 25 years and who has attained the age of 65 years, may upon application to the Board of Directors, be transferred to Senior Bowling Membership, if a vacancy exists. Senior Bowling Members shall have the same rights and privileges as Bowling Members and are entitled to vote at General Meetings, if they are Financial Members. The number of Senior Bowling Members shall not exceed 5.
- 24.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription payable by a Senior Bowling Member shall be ~~at a discount of from 1 July 2009 be at a discount of 40%, from 1 July 2010 at a discount of 32.5% and from 1 July 2011 at a discount of 25% of 50%~~ ~~to~~ (2009) the Annual Subscription payable by a Bowling Member. For Senior Bowling Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$21 per year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

## 25 Social Members

- 25.1 Any person may apply to become a Social Member of the Club. Social Members shall enjoy all the rights and privileges of the Club except for golf course playing facilities and bowling green playing facilities. They are not entitled to vote at General Meetings. ~~The total number of Social Members shall not exceed 30.~~ (2009)
- ~~25.2 A person who has been a Member of the Club for at least 15 years and because of infirmity or illness can no longer play golf or bowls, may on application in writing to the Board of Directors be transferred to the category of Social Member.~~
- ~~25.3 Unless otherwise determined by the Members at a General Meeting, the Entrance Fee for a Social Member shall be 2.15% of the Entrance Fee for an Seven Day Member, rounded up to the nearest dollar.~~
- ~~25.4 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription for a Social Member shall be 3.79% of the Annual Subscription for Seven Day Members, rounded up to the nearest dollar. For Social Members, who did not become holders of Unsecured Notes by 2 February 1997, a Building Levy of \$37 per~~

~~year is payable until the earlier of 2017 and the date on which the Unsecured Notes are repaid in full. Sundry charges and levies, where applicable, are payable in accordance with the *By Laws*. (2009)~~

## **26 Short Term Members**

- 26.1 A person who is visiting or is temporarily domiciled in Victoria may be granted Short Term Membership for an initial period not exceeding three months. The number of Temporary Members must not exceed 20.
- 26.2 The Entrance Fee for Short Term Members is partly incorporated in their Annual Subscriptions. If a Short Term Member transfers to another category of membership, they will be liable to pay the balance of the relevant Entrance Fee. The Annual Subscription for a Short Term member shall be 106.64% of the Annual Subscription for Seven Day Members, rounded up to the nearest dollar and is payable on a pro-rata basis quarterly or monthly in advance. A Building Levy at an annual rate of \$160 must also be paid quarterly or monthly in advance. Sundry Charges and levies, where applicable, are payable in accordance with the *By Law*.
- 26.3 The rights and privileges of Short Term Members shall be as determined from time to time by the Board of Directors and specified in the *By Laws*. In general they will be the same as Six Day Members. However, Short Term Members are not entitled to vote at General Meetings.
- 26.4 The Board of Directors shall have the power to revoke the membership of any Short Term Member without notice and without giving reasons.

## **29 Honorary Members**

- 29.1 The Board of Directors may grant Honorary Membership, with rights and privileges as specified in the *By Laws*, to distinguished members of the community **and or selected senior members of staff (2009)**. This category of membership is intended to recognize the achievements of the holders of public office and distinguished ~~sportsmen, etc.~~ **sportspersons and citizens and to assist the Club to recruit, retain and reward senior staff. (2009)**
- 29.2 The initial number of Honorary Members shall not exceed five. However, the number may be varied from time to time by the Board of Directors and specified in the *By Laws*.
- 29.3 Honorary Members pay no Entrance Fee, no Annual Subscriptions and no Sundry Charges or levies. They are not entitled to vote at General Meetings.
- 29.4 The Board shall have the power to revoke the membership of any Honorary Member without cause, without notice and without giving reasons. (2009)**

## **30 Leave of Absence**

- 31.1 Members wishing to take leave of absence from the Club may be granted such leave by the Board of Directors on application and subject to the *By Laws*.
- 31.2 Unless otherwise determined by the Board of Directors, the Annual Subscription payable by a Member while on Leave of Absence shall be 12.56% of the Annual Subscription for Seven Day Members, rounded up to the nearest dollar. While a Member is on Leave of Absence, any Building Levy is suspended. When the Leave of Absence ceases, the Member's Annual Subscription and the balance (if any) of the current year's Annual Subscription, on a pro-rata basis, shall then be immediately payable.
- 31.3 Generally, no Sundry Charges are applicable while a Member is on Leave of Absence. However, if the Board of Directors determines that any Sundry Charges or levies are applicable, they are payable in accordance with the *By Laws*.

## Part C – Fees and Charges

### 32 Entrance Fees

- 32.1 Unless otherwise determined by the Members at a General Meeting, the Entrance Fee for a Seven Day Member shall be 150% of the Annual Subscription of a Seven Day Member or such lesser sum as may be determined by the Board from time to time plus any applicable taxes including without limitation any GST.
- 32.2 Unless otherwise determined by the Members at a General Meeting, the Entrance Fees (including any applicable taxes) for other categories of membership shall be as specified in Clauses 11 to 30 of the *Constitution*. However, the Entrance Fee for the spouse of a Seven Day, Six Day, Five Day, Restricted or Mid Week Member shall be 50% of the Entrance Fee that is applicable to the proposed category of in the General Body of Membership.
- 32.3 A Member elected to another category of membership for which a greater Entrance Fee is applicable shall be required to pay the difference between their new category and their previous category.
- 32.4 Junior Members and Mid Week Junior Members are permitted to pay their Entrance Fee as set out in Clause 19 above.

### 33 Annual Subscriptions

- 33.1 The Annual Subscription for the various categories of membership shall be such as determined from time to time by the Board of Directors in accordance with this *Constitution* and specified in the *By Laws*. Payment of the total Annual Subscription, or approved installment thereof, as invoiced, plus any applicable taxes, including without limitation any GST, entitles the Member to be listed in the Register of Members.
- 33.2 The Annual Subscriptions for Seven Day Members shall be determined once per year by the Board of Directors. The increase to the Annual Subscription for Seven Day Members shall not be greater than the higher of 5% or the percentage increase in the Melbourne Capital City Consumer Price Index ("CPI") for All Groups (or equivalent index), over the immediately preceding twelve months ended 30 September, unless approved by the Club in General Meeting.
- 33.3 The Annual Subscriptions payable by Members other than Seven Day Members shall be calculated as a percentage of the Seven Day Member Annual Subscription as specified in this *Constitution* and as set out in the *By Laws*.
- 33.4 The Board of Directors has the power to offer and grant discounts to the Annual Subscriptions applicable to specific categories of membership, should they determine that such action is in the best interest of the Club. They may also offer and grant discounts for the early payment of invoices, provided that such discounts are offered to all Members in the specific categories equally and they determine that such action is in the best interest of the Club.
- 33.5 In accordance with clause 9.6 of the "Unsecured Note Disclosure Statement" dated 18 December 1996, prepared by Coltmans Price Brent, the Annual Subscription payable by the relevant Members who are holders of Unsecured Notes in the Club is reduced by \$88. These Members applied for the \$2,200 Unsecured Notes by 2 February 1997 and paid the last installment by 30 November 1997. This reduction is applicable from and including the financial year commencing two financial years after the full payment of the \$2,200 until the Unsecured Notes are redeemed, which is scheduled to be 20 years after they were paid in full.

## **34 Payment of Fees and Charges**

- 34.1 All Annual Subscriptions, together with the Building Levy (where applicable), any Sundry Charges and any applicable taxes, including without limitation any GST, shall (unless the Board of Directors otherwise decide in a particular case) become due and payable in full and in advance on the first day of every Financial Year. The Board of Directors for any Financial Year may authorize the Annual Subscription to be paid in installments. Details of the installments shall be provided on the Member's invoice and shall be specified in the *By Laws*.
- 34.2 The Board of Directors may fix an administration charge, not to exceed 10% of a Seven Day Member's Annual Subscription at that time, to be payable by those Members who choose to pay by installments. Such administration charge shall be additional to the Annual Subscription for that Member, and shall be payable at the same time. Any applicable taxes, including without limitation any GST, will be added to the amount due and payable.
- 34.3 The Entrance Fee, if determined by the Board of Directors, from time to time may be paid in installments. Details of the installments shall be provided on the Member's invoice and shall be specified in the *By Laws*.
- 34.4 In the case of severe hardship with respect to any individual Member, the Board of Directors may waive, reduce or delay the payment of the whole or part of any Annual Subscription, Entrance Fee, Building Levy or Sundry Charges due to the Club by that Member.

## **35 Failure to Make Payment on Time**

- 35.1 If a Member of any category fails to pay any money (including without limitation: any Annual Subscription or installment thereof, any Entrance Fee or installment thereof, any Building Levy, any administration fee and/or any Sundry Charges) which they owe to the Club within one month after it is due, the Board of Directors may impose a fine, not exceeding 10% of the amount owing, upon that Member.
- 35.2 The Board of Directors shall be entitled to issue a Notice to be sent to that Member, in accordance with clause 40, setting out the amount owing to the Club (including the fine).
- 35.3 Any Notice sent in accordance with Clause 40 shall specify that if any of the amount set out in the Notice remains unpaid for a period of 14 days after such Notice was sent, the name of the Member may be removed from the Register of Members by the Board of Directors. Such Member shall thereupon cease to exercise any of the privileges of membership. However, the Member's name may be restored to the Register (and the privileges restored accordingly) upon the payment by the defaulting member of all monies owing to the Club, if so approved by the Board of Directors.

# **Part D – Administration and Procedures**

## **36 Rights and Liabilities of Members**

- 36.1 Subject to the express provisions of this *Constitution* and to any *By Laws*, (for example, those regarding Entrance Fees, Annual Subscriptions, voting rights and playing rights) all Members of the Club shall be entitled to be treated equally with other Members. In particular, all Members shall be supplied, at such charges as the Board of Directors shall from time to time determine, with meals, refreshments and any other things as are provided by the Club for the use of its Members.
- 36.2 Members and their guests or visitors using the Club's facilities do so always at their own risk. The Club will not be liable for any loss or injury caused to any person or property, including without limitation motor vehicles, golf carts, golf

buggies or golf equipment. However, the Club will take out relevant insurance cover where this is available and where the Board considers this action is desirable and appropriate.

### **37 Eligibility for Election as a Director or Office Bearer**

37.1 Subject to the later provisions of this Clause 37, any Financial Member of the Club who has attained the age of 18 years, and is one of the General Body of Members, is eligible to be nominated and elected as a Director of the Club

37.2 Where the total number of Life Members, financial Seven Day Members, financial Senior Seven Day Members and financial Six Day Members equals at least 40% of the total membership of the Club, at least 75% of the Board of Directors shall be Life Members, financial Seven Day Members, financial Senior Seven Day Members or financial Six Day Members.

37.3 Where the total number of Life Members, financial Seven Day Members, financial Senior Seven Day Members and financial Six Day Members does not total at least 40% of the total membership of the Club or where insufficient nominations are received from Life Members, Seven Day Members, Senior Seven Day Members and Six Day Members, Clause 37.2 shall not apply.

37.4 No Member shall be eligible to be elected as an Office Bearer, with the exception of the Treasurer who has not had at least twelve months experience as a Director of the Club.

### **38 Guests and Visitors (Temporary Members)**

38.1 All Financial Members and the General Manager may introduce guests and visitors to the Club. Such guests and visitors (Temporary Members) shall have the rights and privileges as specified in the *By Laws*. They must comply with the relevant requirements of the *By Laws*, including dress code. They are not entitled to vote at General Meetings.

38.2 Only Members with rights to use the golf course and the General Manager can introduce visitors to use the golfing facilities. Use of the golfing facilities is only permitted on payment of such green fees and upon such conditions as may be determined from time to time by the Board of Directors and specified by the *By Laws*

38.3 The Board of Directors shall have the power to revoke the rights and privileges of any guests and visitors without notice and without giving reasons. The Board of Directors may delegate these powers to any individual Directors, to the General Manager or to the Director of Golf.

38.4 Players, their guests and officials participating in pennant competitions, the Heidelberg Open and the Ladies Heidelberg Bowl will be granted Temporary Membership of the Club for the day of the competition. Unless otherwise determined by the Board of Directors, and approved by the Club in General Meeting, the number of guests and visitors shall not exceed 130 on any day.

### **39 Resignation of Membership**

39.1 Any Member may resign his/her membership of the Club by giving notice in writing addressed to the General Manager and posted to or deposited at the registered office of the Club. If such resignation is not received before 31 January in any year, the Member resigning shall be liable to pay all monies due and payable to the Club, including the Annual Subscription for the next ensuing financial year, unless otherwise determined by the Board of Directors.

39.2 A Member who has resigned and subsequently applied for re-admittance to membership of the Club may at the discretion of the Board of Directors be re-admitted. They may be required to pay an Entrance Fee, as determined by the Board of Directors, based on the difference between the existing Entrance Fee and the Entrance Fee applicable when that Member resigned.

#### **40 Expulsion for Non Payment of Fees and Charges**

40.1 If any monies due and payable to the Club remain unpaid for a period of 14 days after the imposition of a fine under Clause 35, a Notice of Default shall be sent to the Member by the General Manager.

40.2 If the monies due and payable remain unpaid for a further period of 14 days from the date of sending such Notice of Default, the defaulting Member shall thereupon be suspended or expelled from the Club, at the discretion of the Board of Directors. If the Member is expelled, their name will be removed from the Register of Members. However, if the Board of Directors so decides, the Member may be reinstated on the Register of Members upon their payment of all outstanding monies due and payable, including without limitation any fines and administration fees.

40.3 Any person struck off the Register of Members shall continue to be liable for all monies owing to the Club at the time that they was struck off, until the Club receives such amount from the former Member.

#### **41 Disciplinary Action**

41.1 The Board of Directors or their delegated representatives shall have absolute power to take disciplinary action against any Member who has acted detrimentally against the interests of the Club or is in breach of any of the provisions of this *Constitution* or any *By Laws*. In such circumstances, the Board of Directors or delegates may exercise any disciplinary powers and administer the powers to fine, expel or suspend **or refuse to renew the Membership of (ASIC 2009)** (either generally or as to particular rights and/or privileges) any Member. They also have the power to require the Member to pay restitution to the Club for the total cost involved in repairing any damage caused by them. The Members' Responsibility Code approved by the Board from time to time shall be used as a guide by the Board or its delegated representative.

41.2 The Board of Directors or its delegates shall make reasonable inquiries **and ensure due process in accordance with the rules of natural justice (ASIC 2009)** before exercising such powers. In particular, they must present the Member in question with the evidence against them (including without limitation the findings of any disciplinary sub-committee set up under the *By Laws* and must provide to the Member the right to be heard and the opportunity to make a written submission. The Member in question must be given Notice in writing of the alleged misconduct to which the Member shall respond within fourteen days. Should the Member fail to respond the Board or its delegate may act in accordance with their powers as if the Member had agreed the allegations contained in the Notice forwarded under this Clause.

41.3 The Board of Directors or its delegates must take into account the findings of any disciplinary sub-committee set up under the *By Laws*, when exercising powers under this clause.

41.4 The Board of Directors or its delegates must not exercise any of the powers set out in Clause 41.1 unless they have first resolved by majority, other than in the presence of the Member, that the Member has failed without reasonable and/or acceptable excuse to comply with the provisions of this *Constitution* or the *By*



*Laws*, or to have conducted themselves in a manner unworthy of a Member of the Club (as the case may be).

- 41.5 The President, or in his absence the Director assuming and performing the President's responsibilities in accordance with this Constitution, may obtain the opinion of two other Directors and the General Manager at any time in order to deal expeditiously with any disciplinary matter, other than suspension or expulsion of a Member **or refusal to accept a renewal of membership (ASIC 2009)**, in the interest of maintaining good conduct and harmony within the Club.
- 41.6 When disciplinary action is taken or proposed under Clause 41 by a delegate of the Board or under Clause 41.5, all Directors shall be notified of the proposed action or actual action as soon as practicable. Any actual or proposed disciplinary action shall be considered by the Board at its next meeting and the Board may ratify, confirm or otherwise amend the proposed action. The confirmation or other direction of the Board shall be recorded in the Minutes and notified to the member in writing.
- 41.7 If the Member wishes to appeal against a decision under this Clause, which involves exclusion or suspension for a period in excess of three months **or refusal to accept a renewal of membership (ASIC 2009)**, he/she must advise the Club in writing within seven days of the Member being notified of the decision. Included with the appeal, the Member must lodge a refundable bond of \$250, unless otherwise determined by the Board of Directors and specified in the *By Laws*. The Board of Directors must then call a General Meeting to hear the Member's case and vote whether to overrule the decision of the Board of Directors. In the event that the General Meeting overrules the decision of the Board of Directors, the bond will be refunded to the Member.
- 41.8 The decision of the General Meeting shall be final and binding. If no appeal is lodged within the time permitted, the decision of the Board of Directors shall be final and binding.
- 41.9 Nothing in this Clause is intended to prevent the various Committees listed in Clause 54.3 from sending letters, relating to their areas of accountability, to Members seeking explanations of any matter or incident.

## **42 Appointment of Proxies**

- 42.1 Every Financial Member of the Club, who is entitled at any meeting of the Club to attend and vote at such meeting, may appoint another Member of the Club as their proxy to attend and vote instead of him/her at such meeting. The proxy shall have all the rights of the Financial Member appointing such proxy.
- 42.2 Every notice convening a meeting of the Club shall state that a Member entitled to vote is entitled to appoint a proxy to attend and vote instead of such Member subject to Clause 42.1.
- 42.3 The form of proxy to be used at any meeting shall be as determined by the Board of Directors and specified in the *By Laws*. Such forms shall be available for collection from the Club at least seven days prior to the date upon which the meeting is to be held. Proxy forms may also be posted to Members at the discretion of the Board of Directors, with the notice of the meeting.
- 42.4 The instrument appointing a proxy shall not be treated as valid unless the instrument is deposited at the registered office of the Club not less than 24 hours before the meeting or adjourned meeting at which the Member named on the instrument proposes to vote.

## **43 Board of Directors**

- 43.1 The Club shall have a Board of Directors with the responsibilities set out in the *By Laws* and subject to this *Constitution*.
- 43.2 Subject to the *Corporations Law* and the provisions of this *Constitution*, the Board of Directors shall be the five Officers (President, Vice President, Captain, Vice Captain and Treasurer) and four Other Directors elected as set out in this *Constitution*.
- 43.3 All five Officers must stand for election each year. The Other Directors are appointed for a for a term that expires at the conclusion of the second Annual General Meeting following their appointment (subject to this *Constitution* and *Corporations Law*) and half their number, rounded up to the nearest whole number when necessary, being the longest serving Directors since they were last elected, must stand for election each year.

#### **44 Office Bearers**

- 44.1 The Club shall have Office Bearers with the individual and collective responsibilities set out in the *By Laws* and subject to this *Constitution*.
- 44.2 Subject to the provisions of Clause 37, the Office Bearers shall be the President, Vice-President, Captain, Vice-Captain and Treasurer, who are also Directors.

#### **45 General Manager and Secretary**

- 45.1 There shall be a General Manager of the Club, appointed by the Board of Directors. They may have the title of Secretary Manager. The terms and conditions of their appointment shall be detailed in a contract executed by him/her and the Club. They shall have the responsibilities and perform the duties as specified from time to time by the Board. They shall be paid such remuneration for their services as the Board may from time to time determine. They shall not be a member of the Board of Directors and it shall not be necessary that they should be a member of the Club.
- 45.2 Where the General Manager has been appointed, they shall act as the Secretary of the Club, if a separate Secretary has not been appointed by the Board of Directors. The Secretary shall perform all such duties in relation to the Club as the *Corporations Law*, this *Constitution* and the *By Laws* requires to be performed by the Secretary.

#### **46 Election of Office Bearers and Other Directors**

- 46.1 The election of the Office Bearers and Other Directors (collectively the Board of Directors) shall take place in accordance with this clause and the *By Laws*.
- 46.2 Any two Financial Members of the General Body of Members of the Club shall be at liberty to nominate a Member eligible under Clause 37 to serve as an Office Bearer or as an Other Director of the Club.
- 46.3 Prior to 1 September (or such later date as the Board determines) each year, the name of each Member so nominated together with the names of the proposer and seconder shall be sent in writing to the General Manager, or Secretary. Each nomination must be accompanied by a Consent Form signed by the candidate confirming that they will serve if elected.
- 46.4 A list of candidates for election as the Office Bearers and of the candidates for election as Other Directors (such last named candidates to be listed in alphabetical order) with the respective proposers and seconders shall be posted in a conspicuous place in the Club House. The list shall remain posted for at least 21 days immediately proceeding the scheduled election date and shall remain posted until the completion of the election.

- 46.5 A person standing for election as an Officer Bearer must only stand for one position. For the avoidance of any doubt, if an Other Director wants to stand for election to a position as an Office Bearer, they must resign their position as an Other Director, at least 21 days prior to the scheduled date of the Annual General meeting, with such resignation to take effect from the conclusion of the upcoming Annual General Meeting. Similarly, a person must not stand for election as an Other Director at an election if they are standing for election for a position as an Office Bearer on the same occasion.
- 46.6 If the number of candidates exceeds the number of vacancies for any of the Office Bearer positions and/or Other Directors, the Secretary shall cause ballot lists to be printed. The ballot papers shall contain in alphabetical order the names of such candidates for the various positions for which they are proposed, showing by an asterisk the name or names of such retiring candidate or candidates.
- 46.7 Every Financial Member of the General Body of Members shall be entitled to receive a ballot paper with the Annual Report and Notice of Annual General Meeting for completion. The Members voting shall strike out the name or names of the candidates for whom they do not desire to vote.
- 46.8 Members must place their duly completed ballot paper in a sealed confidential envelope placed inside a second sealed envelope, with their name and signature on the back for audit purposes. They must then post it to the Registered Office of the Club or deliver it to any ballot box designated by the Secretary. Votes will only be accepted if they are received at the Registered Office up to one hour before the scheduled commencement of the Annual General Meeting.
- 46.9 The Secretary shall appoint at or before the said Annual General Meeting three Members not being candidates to act as scrutineers. On the day fixed for the Annual General Meeting, the Secretary shall hand unopened all ballot papers received from Members to the scrutineers in accordance with the *By Laws*. The scrutineers shall count the effective votes and hand their report to the Chairman at the beginning of or during the Annual General Meeting. The report of the scrutineers as to the number of votes polled for the candidates for their respective positions shall be final and conclusive unless Clause 46.11 applies.
- 46.10 The Chairman shall read the report of the scrutineers at the Annual General Meeting. If there are no objections, the Chairman shall declare elected the candidates, who have received most votes for the respective positions. In the case of two or more candidates receiving an equal number of votes, the Chairman shall select by lot from such candidates, the candidate or candidates who is or are to be elected.
- 46.11 If required by a majority of Members present at a meeting at which an election of the Office Bearers and Other Directors is to be declared, the Chairman must appoint three Members not being candidates as new scrutineers to recount the votes. These new scrutineers shall examine and report upon any aspect of election procedure indicated by a majority of Members present.
- 46.12 At the conclusion of the election, the Chairman shall call for a motion that the report of the scrutineers be received, the results of the elections be accepted, the successful candidates be declared elected and the ballot papers be destroyed. The results of the motion shall be final and conclusive.

## **47 Casual Vacancies**

- 47.1 In the event of the resignation of the President, the Vice President will become the President, if they consent. In the event of the resignation of the Captain, the vice Captain will become the Captain, if they consent.
- 47.2 Except as provided in Clause 47.1, all casual vacancies arising among the Office

Bearers, or the Other Directors, may be filled by the Board of Directors.

- 47.3 A Director chosen to fill a casual vacancy shall retain their office until the next Annual General Meeting.
- 47.4 In the event that no nomination is received for a position as an Office Bearer by the closing date and time for nomination, the Board of Directors may fill the position as if it were a casual vacancy in accordance with clause 47.2.

#### **48 Retirement of Office Bearers and Other Directors**

- 48.1 Subject as hereinafter provided, each Office Bearer and half of the Other Directors, rounded up to the nearest whole number when necessary, being those who have been the longest in office since their last election, shall retire at each Annual General Meeting. The retirements will take effect from the conclusion of the relevant Annual General Meeting, simultaneous with the appointment of the new Directors.
- 48.2 As between persons who become Other Directors of the Board on the same day, those to retire shall (unless otherwise agreed amongst themselves) be determined by lot. Subject to otherwise being eligible, all retiring Office Bearers and Other Directors of the Board shall be eligible for re-election.
- 48.3 If for any reason, the number of Directors (Office Bearers and Other Directors) shall be reduced to less than five, the remaining Directors, or if there be none, the Secretary shall call a General Meeting of the Members for the purpose of filling the vacancies. In such an event, the remaining Directors may do all acts and cause to be issued all notices, which may be necessary for the said purpose.
- 48.4 In the case of Directors appointed pursuant to clauses 47 or 48, they shall retire at the conclusion of the first Annual General Meeting following their appointment, simultaneous with the appointment of the new Directors. Such Members shall be eligible for re-election.
- 48.5 Directors shall not be entitled to remuneration for their services, save as provided in Clause 4.4.

#### **49 Accounting Records**

- 49.1 The Board of Directors shall cause correct accounts and books to be kept showing the financial affairs of the Club and particulars usually shown in books of accounts of a like nature and in particular:
- (a) Of the sums of money received and expended by the Club and the matters in respect of which such receipts and expenditure take place; and
  - (b) Of the assets and liabilities of the Club.
- 49.2 The books of account shall be kept at the Registered Office of the Club or at such other place or places as the Board of Directors thinks fit and shall always be open to the inspection by any Director of the Club.
- 49.3 The Board of Directors shall from time to time determine the extent to which the accounts and/or the books of the Club shall be available for inspection by Members (not being Directors of the Club). In particular, the Board of Directors shall determine how and when the examination will occur. No Member (excluding a Director of the Club) shall have any right of inspecting any account or books or document of the Club, except as conferred by statute or authorized by the Board of Directors or by the Club in General Meeting.
- 49.4 The Board of Directors shall lay before the Club at each Annual General Meeting an Account of Income and Expenditure for the previous financial year, which has been examined by one or more properly qualified Auditors. A Balance Sheet and any other financial records, directors' reports and auditors' reports required by the

*Corporations Law* shall also be made out for each Financial Year and laid before the Club at the Annual General Meeting. A copy of all such information to be laid before the Annual General Meeting shall, not less than 21 days prior to the Annual General Meeting, be sent to the Members who are entitled to receive the documents.

## **50 Power and Proceedings of the Board of Directors**

- 50.1 Subject to the *Corporations Law* and the *Constitution*, the business and affairs of the Club shall be under the control and management of the Board of Directors who may exercise all powers of the Club as are not, by the *Corporations Law* or by this *Constitution*, required to be exercised by the Club in General Meeting. They shall hold periodical meetings and minutes of all proceedings of the Board of Directors at such meetings shall be made and retained. The Board of Directors may conduct their meetings with such frequency, in such manner, and using any technology, that they decide from time to time.
- 50.2 The President for the time being shall be the Chairman of the Board of Directors and shall, when present, preside at all meetings of the Board. If the President is not in attendance, the Vice President shall preside. In the absence of the President and the Vice President, the Captain shall preside. In the absence of the President, the Vice President and the Captain, the Board of Directors shall elect a Chairman from one of their number who is present.
- 50.3 Save as herein otherwise provided, questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.
- 50.4 A Director may request the General Manager or Secretary in writing to call a Special Meeting of the Directors at any time for the purpose stated in the request. The General Manager or Secretary shall summon the Directors to meet within seven days of the written request being received and shall advise Directors of the purpose of the meeting in the notice of the meeting.
- 50.5 The Directors shall exercise all such powers and do all such things as may be exercised or done by the Club under this *Constitution* or by any applicable statute. They must also do all such things as determined by the Club in General Meetings.
- 50.6 Subject to clause 48.3, the quorum necessary for the transaction of business of the Board of Directors shall be five unless otherwise determined by the Board of Directors.
- 50.7 The Board of Directors may from time to time make a levy on all Members for such amount or amounts and payable at such time or times as shall be determined by the Board of Directors, provided the Club in General Meeting approve such a levy.
- 50.8 On 18 December 1996, the Club lodged with the Australian Securities and Investment Commission an "Unsecured Note Disclosure Statement". Clause 5.5 of that document provides that Members who did not subscribe for the \$2,200 Unsecured Notes in 1997, would have to pay an annual Building Levy for the next 20 years, provided that he/she remained a Member. The levy that applies to the various categories of membership shall be as specified in Clauses 11 to 30 of this *Constitution*.

## **51 Delegation by Board of Directors**

- 51.1 Save where powers have been expressly vested in the Board of Directors by this *Constitution* or by the *Corporation Law*, the Board of Directors may from time to time delegate any of its powers to such committees or sub committees consisting of one or more Directors as they shall think fit to appoint.

- 51.2 The President shall appoint one of the Directors of each committee/sub-committee as the Convenor of that committee/sub-committee, except in the case of the Ladies Committee and the Bowls Committee. These two Committees shall appoint their own Convenors and may appoint their own sub committees.
- 51.3 The Board of Directors may recall or revoke any such delegation or appointment of a committee or sub-committee. However, in the case of the Ladies Committee and the Bowls Committee, the Board may only recall or revoke such delegation or appointment in exceptional circumstances.
- 51.4 Any such committee and sub committee shall in the exercise of the powers so delegated conform to any *By Laws* that may be prescribed by the Board of Directors. Provided always that the Board of Directors shall have no power to delegate their control of the supply of liquor to the Club.
- 51.5 Each such committee and sub-committee shall provide regular reports to the Board of Directors on its activities, including the use of its delegated powers, since it previous report to the Board of Directors.
- 51.6 The Ladies Committee and Bowls Committee must provide to the Board of Directors any reports requested by the Board of Directors by the dates specified by the Board of Directors. The minutes of their meetings and their financial statements must be tabled at Board Meetings.

## **52 Secondment of Members to Committees and Sub-committees**

- 52.1 Any Member of the Club may be seconded to a committee or sub committee by resolution of the Board of Directors provided:
- (a) The secondment is recommended by the Chairman of the committee or sub committee. Should a new Chairman be appointed the secondment would lapse;
- (b) Except for the Ladies Committee and the Bowls Committee, on any committee or sub committee, the number of seconded members must be less than the number of Directors. Until removed by resolution of the Board of Directors, a seconded member shall hold office until the date of the next Annual General Meeting, when they shall retire and be eligible for re-secondment by resolution of the Board of Directors.
- 52.2 Whilst holding such office a seconded member will be a full member of the committee or sub committee with the right to vote on any resolution of the committee or sub committee.
- 52.3 The membership and management of the Ladies Committee shall be determined in accordance with the "*Ladies Committee By Laws and Rules*" as approved from time to time by the Board of Directors. In the event of any inconsistency, the *By Laws* of the Club shall apply to the extent of the inconsistency.
- 52.4 The membership and management of the Bowls Committee shall be determined in accordance with the "*Bowls Committee By Laws and Rules*" as approved from time to time by the Board of Directors. In the event of any inconsistency, the *By Laws* of the Club shall apply to the extent of the inconsistency.

## **53 Defective Appointment**

- 53.1 All acts done by any meeting of the Board of Directors or a committee or sub committee of the Board of Directors or by any person acting as a member of the Board of Directors shall be binding. If it is afterwards discovered that there was some defect in the appointment of any such person or persons acting as aforesaid, or that they or any of them were disqualified, such acts will be as valid as if any such person had been duly appointed and was qualified to be a member of the Board of Directors or committee or sub committee.

## **54 Power to Make By Laws**

- 54.1 The Board of Directors shall have the power to make, alter and repeal all such *By Laws* as they deem necessary or expedient or convenient for the proper conduct and management of the Club. All *By Laws* shall be binding on all Members of the Club. No *By Law* shall be inconsistent with or affect or repeal anything contained in this *Constitution*, but to the extent that any inconsistency exists, the terms of this *Constitution* shall apply with overriding force and effect.
- 54.2 Any *By Law* may be set aside by a Special Resolution of a General Meeting of the Club.
- 54.3 The *By Laws* may regulate, but are not limited to the following:
- (a) General Meetings of the Club
  - (b) Meetings of the Board of Directors
  - (c) Finance Committee
  - (d) Membership Committee
  - (e) Constitution Committee
  - (f) Match Committee
  - (g) Course Committee
  - (h) House and Social Committee
  - (i) Ladies Committee; and
  - (j) Bowls Committee.

## **Part E – Meetings and Formalities**

### **55 General Meetings**

- 55.1 A General Meeting of Members (the “Annual General Meeting”) shall be held once in every calendar year and within five months of the expiration of the Financial Year of the Club. It shall be held at such time and place as may be prescribed by the Board of Directors and specified in the *By Laws*.
- 55.2 In accordance with the *Corporations Law*, the Board of Directors may whenever it thinks fit, and shall upon a requisition made in writing by 5% or more of the Members of the General Body of Members, convene a General Meeting.
- 55.3 Subject to Clause 42, the only persons entitled to vote at General Meetings shall be the General Body of Members who are also Financial Members. Provided however, that the Board of Directors may invite a person or persons to attend but not vote, at any such meeting or meetings.
- 55.4 Notices shall be prepared and sent to the General Body of Members in

accordance with the *Corporations Law*, which specifies that 21 days notice must be provided.

55.5 The General Meeting shall be held as soon as practicable but not later than two months after receipt by the Club of a duly completed requisition.

55.6 Every Member of the General Body of Members who is a Financial Member is entitled to vote at General Meetings of the Club and subject to clause 58.2 shall have one vote and no more. Members of the General Body of Members who are not Financial Members and Members who are not within the General Body of Members are not entitled to vote.

## **56 Special Business**

56.1 All business that is transacted at a General Meeting, other than the Annual General Meeting, shall be deemed Special Business. All business that is transacted at the Annual General Meeting, other than presentation of the Accounts, Balance Sheet, Directors reports, Auditors Report and Auditors remuneration, election of members of the Management Committee and the election of Other Directors is deemed Special Business.

## **57 Quorum**

57.1 No business except to adjourn the meeting shall be transacted at any General Meeting unless a quorum of Members entitled to vote is present at the time when the meeting proceeds to business. Twenty of the General Body of Members who are also Financial Members present personally shall be a quorum.

57.2 If within half an hour from the time appointed for the meeting, a quorum of the General Body of Members is not present, the meeting if convened on the requisition of the General Body of Members shall be adjourned to such day, time and place as the Board of Directors may decide within the period ten days next following. If at such adjourned meeting, a quorum is not present within half-an-hour from the time appointed for the meeting, those eligible Members of the General Body of Members personally present if more than one shall be a quorum.

## **58 Chairman of General Meetings**

58.1 The President for the time being shall, when present, preside at all General Meetings of the Club. If the President is not in attendance, the Vice President shall preside. In the absence of the President and the Vice President, the Captain shall preside. In the absence of the President, the Vice President and the Captain the Members shall elect a Chairman from one of their number who is present.

58.2 In case of an equality of votes, the Chairman shall be entitled to a second or casting vote at General Meetings of the Club, except for the election of Directors and the Office Bearers where Clause 46.10 applies.

## **59. Voting**

59.1 Votes must be cast by show of hands unless a poll is demanded in accordance with the provisions of the *Corporations Law*.

59.2 If a poll is demanded in the manner aforesaid, the same shall be taken in such manner as the Chairman directs.

## **60. Adjournment of Meeting**

60.1 The Chairman may with the consent of the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any



adjourned meeting other than the business left unfinished at the meeting from which adjournment took place.

## **61. Declaration of Chairman Conclusive**

61.1 At every General Meeting, a declaration by the Chairman that a resolution has or has not been carried and an entry to that effect in the Minute Book of the Club shall be conclusive evidence of the fact. Proof of the number or proportion of the votes recorded in favour or against the resolution is not required.

## **62. Notices**

62.1 Any Notice required by law or by this *Constitution* to be given to any Member shall be given by sending it by post to him or her at his/her registered address or to the address, if any, supplied by them to the Club for giving of Notices to him/her.

62.2 Where a Notice is sent by post, service of the Notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the Notice. In the case of a Notice of a meeting that was posted, it shall be deemed to have been effected on the day after the date of its posting. In any other case, the Notice will be deemed to be effected on the day on which the letter would be delivered in the ordinary course of the post.

62.3 Notice of every meeting shall be given in any manner herein before authorized to:-

- (a) every Member of the General Body of Members of the Club and
- (b) the Auditor for the time being of the Club.

## **63. Audit**

63.1 Once at least in every year, the accounts of the Club shall be examined and the correctness of the accounts and balance sheet ascertained by one or more Auditors who shall be registered company auditors. The Auditor or Auditors shall continue as such until replaced in General Meeting.

## **64. Seal**

64.1 The Seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors. It may only be affixed in the presence of at least three persons two of whom are Directors and the third of whom is the General Manager or Secretary or such other person as the Board of Directors may appoint for the purpose. Those three or more persons shall sign every instrument to which the Seal of the Club is so affixed in their presence.

## **65. Supply of Liquor**

65.1 No liquor shall be sold or supplied to any person except on the days during the hours and in the manner prescribed or permitted by the provisions of the *Liquor Control Reform Act*.

65.2 No liquor shall be sold or supplied to any person under 18 years of age except where such person is accompanied by a spouse or parent or guardian and the liquor sold is supplied for consumption as part of a meal supplied on the Club premises.

65.3 No liquor shall be sold or supplied for consumption elsewhere than on the Club premises, unless the Member purchasing same removes such liquor from the premises of the Club. A visitor shall not be supplied with liquor in the Club premises unless in the company of a Member, providing that a visitor may be supplied with liquor on the Club premises when not in the company of a Member

at a particular function or a particular occasion in respect of which a permit has been granted from Liquor Licensing Victoria

- 65.4 No payment or part payment to any Director or employee of the Club shall be made by way of commission or allowance from or upon the receipts of the Club for liquor supplied.
- 65.5 For the purposes of this Clause, the word "Liquor" where appearing shall be deemed liquor within the meaning of the *Liquor Control Reform Act*. The words "Club premises" where appearing shall be deemed to mean such portion of the Club's premises as is for the time being "licensed premises" within the meaning of the *Liquor Control Reform Act*.
- 65.6 No persons under 18 years of age, except persons who are being trained as waiters and are not allowed to serve behind the bar, shall be employed by the Club.
- 65.7 No more than 310 persons will be permitted on the licensed premises at any one time unless Liquor Licensing Victoria has approved variation of this number.

## **66. Indemnity**

- 66.1.1 66.1 Every current or former auditor and "officer" (as defined in section 9 of the *Corporations Law* and includes Directors, Secretaries etc) and Members of the Ladies Committee and members of the Bowls Committee shall be indemnified out of the assets of the Club against:
- (a) all liability to another person (other than the Club or a related body corporate of the Club) unless the liability arises out of conduct involving a lack of good faith, or the liability is for a pecuniary penalty; or compensation order imposed under the *Corporations Law*; and;
  - (b) all legal costs incurred in defending an action for liability (including for all reasonable costs and expenses) incurred by the auditor or officer other than costs incurred:
    - (i) in defending or resisting criminal proceedings, in which the person is found guilty; or
    - (ii) in connection with an application in relation to such proceedings in which the court denies relief to the person under the *Corporations Law*; or
    - (iii) in defending or resisting proceeding in which the person is found to have a liability for which they could not be indemnified under clause 66.1(a); or
    - (iv) in defending or resisting proceedings brought by the ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established.
- 66.2 The Club may pay any premium in respect of a contract insuring any person who is or has been an officer of the Club (including Members of the Ladies Committee and Members of the Bowls Committee) against any liability incurred by the person as an officer provided that the liability does not arise out of conduct involving:
- (a) a willful breach of duty in relation to the Club; or
  - (b) a contravention of Section 182 or Section 183 of the *Corporations Law*.
- 66.3 Notwithstanding Clause 66.2, the Club may pay any premium in respect of a contract insuring any person who is or has been an officer of the Club against liability for costs and expenses incurred by that person in defending any proceedings, whether civil or criminal and whatever the outcome.
- 66.4 This clause 66 shall only operate to indemnify an officer of the Club (including members of the Ladies Committee and Members of the Bowls Committee) to the extent that the liability of the officer is incurred by reason of any contract entered

into or any act or deed by him as such officer in discharge of his duties.

## **67. Variation to Constitution**

- 67.1 No addition, alteration or amendment shall be made to this *Constitution* unless the same shall have been made in accordance with the relevant provisions of the *Corporations Law*.

## **68 Winding Up of the Club**

- 68.1 In the event that the Club is wound up, the liability of Members is limited to any outstanding proportion of the Entrance Fee and/or Annual Subscription plus any other monies due and payable to the Club plus an amount not exceeding \$40.00. This liability is applicable to each current Member of the Club at the time of the winding up and to each person who was a former Member of the Club in the preceding 12 months.
- 68.2 If upon the winding up or dissolution of the Club (other than for the purpose of reconstruction or amalgamation) there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed among the Members of the Club. Subject to this Clause 68, such surplus shall be given or transferred to some other club, association, company, institution or institutions having objectives similar or in part similar to the objectives of the Club.
- 68.3 The beneficiary of the Club's surplus property must be a club, association, company, institution or institutions which prohibits the distribution of its or their income and property amongst its or their members to an extent at least as great as those imposed on the Club under or by virtue of this *Constitution*.
- 68.4 The beneficiary club, association, company or institution shall be determined by the Members of the Club at or before the time of dissolution. In default thereof, the beneficiary shall be determined by the Supreme Court of Victoria or a Judge thereof and if and so far as effect cannot be given to the aforesaid provision then to some charitable institution to be determined as aforesaid.