



**HEIDELBERG**

**GOLF CLUB**

**BY LAWS**

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## **1. Introduction**

- 1.1 The supreme decision making body for the Club is the membership, meeting as a General Meeting of Members (see Clause 55 of the Constitution). To provide ongoing governance, the membership appoints a Board of Directors, according to the provisions of the Constitution (see Clauses 46 of the Constitution). Further reference to the Board of Directors in these By Laws is to the 'Board', to ensure the distinction between it and any committee appointed by it.
- 1.2 The By Laws of the Club represent Rules and/or Procedures that are made from time to time by the Board under Clause 54 of the Club's Constitution for the general benefit of Heidelberg Golf Club members, their guests and visitors, and employees of the Club.
- 1.3 The By Laws cover matters that are not specified in the Club's Constitution or the Rules of Golf in operation in Australia, including any local rules specified for any competition on the course, or any applicable Conditions of Competition. Where there may be any perceived variance of intention, the Club's Constitution and the Rules of Golf, including any local rules, take precedence.
- 1.4 Copies of By Laws must be maintained by the General Manager. They shall be available for perusal in club's office, and shall be available for all members in electronic format on the Club's website, [www.heidelberggc.com.au](http://www.heidelberggc.com.au).

## **2. Governance**

### **2.1 Committees of the Board of Directors**

- 2.1.1 The Board shall appoint the following committees which shall report to the Board at the next General Committee meeting following their meetings.
- 2.1.1.1 *Finance Committee. The Finance Committee shall be chaired by the Treasurer or, in his absence, the President.*
- The Finance Committee shall comprise the Officers of the Club, namely, the President, the Vice President, the Captain and the Treasurer, and such other members as the General Committee may appoint.*
- The Finance Committee has responsibility for overseeing the financial operations of the Club.*
- 2.1.1.2 *Match Committee. The Match Committee shall be chaired by the Vice-Captain or, in his absence, an appropriate member of the Board.*
- The Match Committee shall comprise the Vice Captain, and such other members as the Board may appoint, but should include the Director of Golf and the Ladies Golf Vice-Captain.*
- The Match Committee has responsibility for overseeing the playing of and practising for the game of golf at the Club.*
- 2.1.1.3 *Course & Facilities (C&F) Committee. The C&F Committee shall be chaired by the Captain or in his absence, an appropriate member of the Board.*

*The C&F Committee shall comprise the Vice President, the Captain, and such other members as the General Committee may appoint, but should include the Club Course Superintendent and a nominee of the Ladies Golf Subcommittee.*

*The C&F Committee has responsibility for overseeing the maintenance, improvement and upkeep of the golf course and practice facilities at the Club.*

*The C&F Committee also has responsibility for overseeing the maintenance, improvement and upkeep of the clubhouse and its surrounds, including the car parks, at the Club.*

- 2.1.1.4 *Marketing & Membership Committee. The M&M Committee shall be chaired by an appointee of the General Committee. Otherwise, the M&M Committee shall elect a chair for a particular meeting.*

*The M&M Committee shall comprise appointees of the General Committee, but should include a nominee of the Ladies Golf and Bowls Subcommittees.*

*The M&M Committee has responsibility for marketing the club for new members and club facilities. The M&M Committee shall be responsible for the induction of new members and ongoing membership issues.*

- 2.1.1.5 *Social Committee. The Social Committee shall be chaired by an appointee of the General Committee. Otherwise, the Social Committee shall elect a chair for a particular meeting.*

*The Social Committee shall comprise appointees of the General Committee, but should include a nominee of the Ladies Golf and Bowls Subcommittees.*

*The Social Committee has responsibility for overseeing social events at the Club.*

- 2.1.1.7 *Junior Development Committee. The JDC shall be chaired by an appointee of the Board. Otherwise, the Junior Development Committee shall elect a chair for a particular meeting.*

*The JDC shall comprise appointees of the Board, but should include a nominee of the Match Committee.*

*The JDC has responsibility for overseeing development programs for junior members and potential junior members at the Club.*

*The JDC is expected to cooperate closely with the Match Committee.*

- 2.1.1.8 *Any other committee deemed by the Board to be in the best interests of the furtherance of the Club's Objects (see Clause 3 of the Constitution).*

- 2.1.2 *A quorum for an appointed committee shall be half the membership plus one. The total membership includes any appointed members, any seconded*

members (see Clause 57 of the Constitution) but, except in the case of the Finance Committee, does not include the President, who is an ex-officio member of all committees appointed by the Board of Directors. However, the President, if present at a meeting, shall be counted in determining whether a quorum is present.

2.1.3 The General Manager, or his/her nominee, shall attend all meetings of committees appointed by the Board of Directors, unless the Board of Directors determine otherwise.

2.1.4 All meetings of subcommittees appointed by the Board of Directors shall have minutes recorded. Normally, the General Manager, or his/her nominee, shall record such minutes. However, it is the responsibility of the chairman of the particular meeting to approve the draft of all minutes prior to their being circulated to other members of the committee, or to the Board of Directors. Formal responsibility for approving the minutes of a meeting lies with the particular committee; however, the Board of Directors is responsible for accepting or not any recommendations or approving or modifying any decisions made by a committee, except in the case where the committee has been given power to act within its terms of reference.

## **2.2 Ladies Golf Subcommittee**

2.2.1 The women Members of the Club may elect a Ladies Golf Subcommittee to oversee golf and other matters specific to the interests of women Members. The rules governing the operation of the Ladies Golf Subcommittee, its office bearers and responsibilities shall be determined by the women Members of the Club, but such rules and any decisions of the Ladies Golf Subcommittee shall be subject to the Constitution and these By Laws.

2.2.3 The Ladies Golf Subcommittee By Laws and Rules are detailed further in this document.

## **2.3 Bowling Section Subcommittee**

2.3.1 The Bowling Members of the Club may elect a Bowling Section Subcommittee to oversee bowling and other matters specific to the interests of bowling Members. The rules governing the operation of the Bowling Section Subcommittee, its office bearers and responsibilities shall be determined by the bowling Members of the Club, but such rules and any decisions of the Bowling Section Subcommittee shall be subject to the Constitution and these By Laws.

2.3.2 The Bowls Committee By Laws and Rules are detailed further in this document.

## **2.4 Mediation Matters**

2.4.1 General

2.4.1.1 *In the event of a dispute between a Member and another Member, a Member and the Committee, or a Member and the club, the parties are encouraged to resolve the dispute informally between themselves. In the case of such dispute not being resolved to the mutual agreement of the two parties, the involvement of a mediator may be requested by either party.*

2.4.1.2 *The request for involvement of a mediator must be made in writing to the General Manager, either by one or both parties to the dispute. The General Manager shall ensure that all parties to the dispute are informed in writing of the request for involvement of a mediator, and shall ensure that the appropriate procedures take place.*

## **2.5 Members' Responsibility Code**

- 2.5.1 In the course of the application and admission process for Membership of the Club the privileges, rights and responsibilities associated with Membership are explained; they are also incorporated in the 'Membership Guide' Section of the Members' Handbook. In brief, the member's rights and privileges include playing rights, golf and bowls practice rights, bowling rights and clubhouse facilities and usage.
- 2.5.2 The Club's By-Laws, Rules and Guidelines properly approved by a General Meeting of Members or the Board of Directors, are designed to facilitate the enjoyment of the Club's facilities by Members and their guests in an environment where standards of behaviour on and off the course are known, agreed and accepted.
- 2.5.3 In the unlikely event of a Member or a Member's guest not complying with relevant Club requirements or a complaint being received by the Board that a Member or a Member's guest has failed to conform to the requirements, the following action may be taken:
- 2.5.4 The Member may be requested to provide a written explanation of the circumstances surrounding the alleged violation within fourteen days;
- 2.5.5 The Member's response will be dealt with by the General Manager who may issue a warning or refer the matter to a relevant Board sub-committee appointed for the purpose;
- 2.5.6 In the event of the violation being found to be proven, the Board may suspend a Member's rights and privileges, either in full or part of, for a;
- (i) period of up to four (4) weeks for a first violation;
  - (ii) period of up to eight (8) weeks for a second violation;
  - (iii) period agreed by a meeting of the Board (including expulsion) for a third or subsequent violation.
  - (iv) period or the expulsion determined by the Board but subject to the Constitution or State laws for any violation deemed necessary.
- 2.5.7 If a Member fails, when properly requested, to respond to a request for an explanation of an alleged violation of the Member's responsibility code the Board may, in the absence of adequate explanation, assume the alleged violation to be proven and determine and apply an appropriate restriction of Membership rights and privileges as outlined in this code.

2.5.8 Nothing in this code shall restrict the rights of The Board or staff to exercise their obligations under the Liquor Control Reform Act 1998 in respect of management of Licensed Premises.

## **2.6 Discipline**

2.6.1 Each member shall abide by the clubs rules.

2.6.2 A refusal to comply with the rules of the club may lead to the withdrawal of a member's privileges.

2.6.3 Inherent in this logic is the assumption that if you refuse to abide by the rules of the Club then you are free to leave and should consider so doing. Equally, a refusal to comply with the specific rules of the Club may lead to the withdrawal of membership privileges.

## **2.7 Offences**

2.7.1 Any person who:

- (a) Engages in conduct that is likely to bring the game of golf into disrepute;
- (b) Engages in conduct that is against the interests of the club and/or is likely to bring the club into disrepute and/or may place the club at risk of litigation;
- (c) Behaves in an offensive or threatening manner towards any person within the precinct or grounds of the club;
- (d) Stalks or unreasonably harasses any member of the club or any staff member of the club;
- (e) Uses any profane, indecent or obscene language within the hearing of any person who might reasonably be offended thereby;
- (f) Fails to comply with any reasonable instructions by a member of the Board or a person appointed by the Board and authorized to give such an instruction;
- (g) Knowingly fails to comply with the dress regulations of the club;
- (h) Deliberately and knowingly breaches any of the rules of golf during the club competition;

will be deemed to committed a disciplinary offence and shall be subject to the disciplinary procedures set out at paragraph 2.8 hereof.

2.7.2 Proof and Evidentiary Standard

2.7.2.1 *Allegations of a person committing a disciplinary offence may be equally provable by means of admissions, witnesses' statements and or circumstantial evidence.*

2.7.2.2 *Charges will be determined at the civil standard of proof of "on the balance of probabilities" in accordance with the standard applied by most Australian*

*Sporting tribunals.*

**2.8 Disciplinary Procedure**

2.8.1 General

2.8.1.1 The Board of Directors may either appoint a Disciplinary Subcommittee to consider evidence and make recommendations to the Board of Directors in relation to any charge against a Member who has acted detrimentally against the interests of the Club or is in breach of any of the provisions of the Constitution or these By Laws, or it may conduct such hearings itself (see Clause 41 of the Constitution).

2.8.1.2 A Disciplinary Subcommittee shall consist of a Chairman (normally either a Past President or Vice President) and up to two other persons who are members of the General Body of Members of the Club.

2.8.1.3 Any Disciplinary Subcommittee must act according to the provisions of the Constitution; that is, in its operation it must follow the same procedures as is required of the Board of Directors for hearing any charge (see Clause 41 of the Constitution).

2.8.2 Procedures

2.8.2.1 *Any member who is charged under the provisions of Clause 41 of the Constitution may be required to appear in person before the Disciplinary Subcommittee after having been first given the opportunity to respond pursuant to clause 41.2 of the Constitution. A member may also be accompanied by a friend, who may assist the member in the presentation of his or her response to the charge.*

2.8.2.2 *The Member may call witnesses, and/or present written statements from witnesses, to assist in the presentation of his/her case.*

2.8.2.3 *The Board of Directors or Disciplinary Subcommittee may also call witnesses, and/or consider written statements from witnesses.*

2.8.2.4 *If a Disciplinary Subcommittee has been established, it shall determine its decision and present its findings to the Board of Directors. If it determines that the Member has been found guilty of any charge, it shall also make a recommendation to the Board of Directors regarding the appropriate disciplinary action to be taken.*

2.8.2.5 *Any disciplinary action to be taken in relation to a Member who is found guilty of a charge considered by a Disciplinary Subcommittee can only be taken by the Board of Directors.*

2.8.3 Further hearing

2.8.3.1 *If a Disciplinary Subcommittee has previously heard a charge and found the Member guilty, and the Board of Directors has imposed a penalty and informed the Member, the Member may seek to re-present his/her case directly to the*



*General Body of Members at a General Meeting (Constitution 41.7).*

2.8.3.1 *Prior to 2.8.3.1 occurring, the Board of Directors and the Member **must** consider resolution of the issue using mediation or similar, before considering appealing directly to the General Body of Members at a General Meeting.*

2.8.3.2 *Any further hearing resulting from the circumstance noted in 2.8.3.1 above will be conducted according to the provisions of the Constitution and these By Laws.*

2.8.3.3 *Once the Board of Directors has determined on a case in relation to a further hearing, there shall be no further hearings, apart from the provisions of Clause 41 of the Constitution.*

## **2.9 Proxy Form Template**

2.9.1 If a Proxy Vote is allowed for any vote under the Constitution (see Clause 42 of the Constitution), a form similar to that shown in **Attachment B** shall be used.

## **2.10 Annual General Meetings**

2.10.1 In accordance with the requirements of the Corporations Act, the Club must hold its Annual General Meeting within 5 months of the end of its Financial Year (see Clause 55.1 of the Constitution). The Club's Financial Year is from 1 July to 30 June of the following year (Clause 2.2 of the Constitution). The normal place and time for the Annual General Meeting is the clubhouse, on the first Friday of October.

## **2.11 Reimbursement of Expenses**

2.11.1 Committee members and other Club members

*2.11.1.1 Committee members and other Club members may be reimbursed for any expenditure incurred for legitimate Club business. In the case of expenses above \$50 for any one item, such expenditure must previously have been approved in writing by the Finance Committee; in the case of expenses of \$50 or below for any one item, the Finance Committee must approve the reimbursement, on application in writing to the General Manager.*

## **3. Members and Membership**

### **3.1 Life Members of the Club**

Life Members of the club enjoy all rights and privileges within the club.

### **3.2 Members Playing Rights**

3.2.1 Senior 7 Day and 7 Day Membership entitles the member to playing rights on all seven days of the week.

3.2.2 Senior 6 Day and 6 Day Membership entitles the member to playing rights on days Sunday through to Friday of each week.

3.2.3 Senior 5 Day and 5 Day Membership entitles the member to playing rights on

days Monday through to Friday of each week.

3.2.4 Senior Restricted and Restricted Membership (Closed category) entitles the member to the following playing rights:-

- Males: Monday, Wednesday, Thursday, Friday and Sunday, and
- Females: Monday, Tuesday, Thursday, Friday and Sunday.

3.2.4 Mid Week Members (Closed category) entitles the member to playing rights:-

- Male: Monday, Wednesday, Thursday and Friday, and
- Female: Monday, Tuesday, Thursday and Friday.

3.2.5 Corporate Members are entitled to a range of rights and privileges depending upon negotiated arrangements agreed between the Board of Directors and the Corporate Member and must comply with the club constitution.

3.2.6 Junior Members and Student Members are entitled to the following playing rights:

- Seven (7) Day Junior Members and Student Members have unlimited playing rights on Monday, Tuesday, Wednesday, Thursday, Friday and have limited playing rights on Saturdays and Sundays. They may play on either Saturdays and Sundays providing it is not at the detriment of 7 and 6 Day Members.
- Five (5) Day Junior Members are entitled to play Monday through to Friday.

**NB:** During days of competition no junior member under the age of 18 years is allowed to play in the company of more than one other junior unless specifically approved by the Director of Golf, General Manager or Club Captain or Club President.

### **3.3 Introductory Members**

3.3.1 Introductory Membership includes those relating to the former 'Spouse Introductory' Membership. The playing-rights of an Introductory Member are determined by gender. A female Introductory Member shall have playing rights on Tuesday and Sunday. A male Introductory Member shall have playing rights on Wednesday and Sunday. Either may be altered upon request to the Board of Directors or General Manager, but shall remain at two days during the week, excluding Saturday. The Club President has discretionary power to offer an invitation to Introductory Members to participate in special events, such as Presidents Day and/or Opening Day.

### **3.4. Short Term Members**

3.4.1 In accordance with the Constitution the Board has determined that for the time being Short Term members shall, in addition to the rights specified in the Constitution, have seven day playing rights.

3.4.2 Short Term Members shall sign an undertaking to advise the Club in writing, within fourteen days, of any material change to the circumstances under which they were admitted to Short Term Membership.

### **3.5. Honorary Members**

3.5.1 Honorary Members shall enjoy only those privileges and conditions set out in the Constitution. Unless otherwise determined, the playing rights of an Honorary Member shall be that of a Seven Day Member. Honorary Members shall not receive the benefit of discounted hire of the club facilities.

### **3.6. Bowling Membership**

3.6.1 Bowling members are entitled to have the rights and privileges as defined in the Constitution.

3.6.2 With the express approval of the General Manager, a Bowling Member may use the golf course upon payment of 50% green fees. This privilege is available to a maximum of 6 times each financial year.

### **3.7 Limited Membership**

3.7.1 Limited membership has the same playing rights as a green fee player and in addition may, subject to vacancy play up to 12 games per year on any day **other than** Tuesday morning and any time Saturday, providing a tee-time is available after release of that timesheet. The member is required to play the full green fee.

3.7.2 The member may apply for reinstatement back into a playing category. In doing so, at the discretion of the Board, the member may be placed at the top of the (Five Day or Six Day Membership Categories if available) and therefore, be offered the first vacancy. The Board of Directors shall determine, without precedent or prejudice, the appropriate outstanding or additional fee necessary.

### **3.8 Country Members**

3.8.1 The definition of a place of ordinary residence is one that is outside a radius of 150 kilometres from the Heidelberg Golf Club, and that the Country Member resides in that dwelling for a minimum of six months out of every financial year

(1 July – 30 June).

### **3.9. Sundry Charges**

3.9.1 The Board of Directors of the Club shall determine the content of all Sundry Charges that are applicable to those categories of membership described in the Constitution.

### **3.10 Constitution 'Sunset' Clauses**

3.10.1 'Sunset' clauses in the Constitution relating to Senior Restricted, Restricted and Mid Week Membership categories as passed by at the October 2004 Annual General Meeting must be adhered to.

### **3.11 New Members of the Club**

3.11.1 Applicants for Six Day or Seven Day Membership may be admitted initially to a lower category if no vacancy exists in the category for which application is made.

3.11.2 Any person who applies to join the Club, whether a previous Member or not, shall pay an Application Fee of \$50.00.

### **3.12 Procedures for Membership Intake**

3.12.1 Qualified candidates are to be notified in writing of their induction interview.

3.12.2 Interviews/inductions are to be held at least monthly.

3.12.3 Admission forms are to be posted on notice boards in both locker rooms for one week.

3.12.4 Names of candidates for admission are to be presented to the Board of Directors at the following Directors' meeting.

3.12.5 New member's accounts are to be sent the day following the Directors' meeting.

### **3.13 Fees**

3.13.1 All membership fees are due and payable by 1 July each year, and if not paid:-

- a) The member shall be deemed unfinancial and all rights of membership shall be suspended until payment is made; and
- b) If payment is not made by 31 July then, subject to rule 3.13.2.2, the membership of the defaulting party shall be cancelled

3.13.2 If a member is unfinancial by 31 July and seeks to retain membership:-

- a) The member must, by no later than 7 August, make application in writing to the General Manager setting out the reasons for such application;
- b) The application shall be determined by the Board in its absolute and unfettered discretion as soon as practicable; and
- c) The decision of the Board shall be final

**3.13.3 Reimbursement of Fees**

3.13.4 No membership fees or part thereof shall be reimbursed to a member who decides to resign or is granted leave of absence before the end of the year unless extenuating circumstances are found to exist.

**3.14 Leave of Absence (minimum 6 months)**

3.14.1 Leave of Absence may be granted to Members who apply in writing for the following reasons:

3.14.1.1 *Absence due to being interstate or overseas on business or holiday;*

3.14.1.2 *Due to medical reasons supported by a medical certificate;*

3.14.1.3 *Due to other extenuating circumstances the member is unable to use the golf course;*

3.14.1.4 *Junior Member doing year 12 of their Secondary education;*

3.14.1.5 *Members undertaking full time tertiary education providing that they joined as a Junior Member. The term of leave of absence to terminate on the member attaining 25 years of age;*

3.14.1.6 *On returning from leave of absence a member may be reinstated in the category (including if the category was a so-called 'closed' category) from which they took leave of absence subject to approval of the Membership Committee.*

**3.15 Elevation of Membership Category**

3.15.1 If a Member is offered elevation to another category of Membership and does not accept within one month, the offer will be withdrawn and their name taken off the waiting list unless there are extenuating personal circumstances. Such extenuating circumstances, if accepted, remain confidential and do not set a precedent.

**3.16 Re-entry of Former Members**

3.16.1 With approval of the Board, and subject to current waiting list the following applies:

3.16.1.1 *A former member who has allowed more than five years elapse since resigning from the Club will be required to pay the full entrance fee*

3.16.1.2 *A former member applying to be re-admitted within five years of resigning will be required to pay the difference between the entrance fee paid at the time of joining and the entrance fee at the time of their re-admission;*

3.16.1.3 *When considering the re-admission of a former member, or the placing of a former member seeking re-admission on the waiting list of the category of membership of which they were previously a member, the Board may apply a waiting list 'credit' of one year for each five years of previous membership within that category.*

3.16.2 In individual cases the Board may take into account any extenuating, compassionate or personal circumstances related to the absence in determining the application of sub-clauses 3.16.1.1 to 3.16.1.3. In such instances, adjustments to the Entrance Fee or position on the waiting list may

be made as considered appropriate. Such extenuating circumstances, if accepted, remain confidential and do not establish a precedent.

### **3.17 Junior Membership Priority**

3.17.1 Application for Junior Membership by members' children or grandchildren may receive priority on the waiting list.

### **3.18 Transfers Back to Seven Day Membership Category**

3.18.1 A Member with 10 years or more Seven Day Membership who has transferred to another playing category may, upon written application, apply for elevation to Seven Day Membership. If approval is granted the Member may be placed on the top of the waiting list.

### **3.19 Membership Transfers**

3.19.1 A Senior Member may only transfer to another senior membership category which has less playing rights than that he/she currently is a member of. That is, a Seven Day Senior Member may transfer to a Six Day or Five Day Senior Member, vacancy available. **NB:** The Constitution only allows for transfer to Senior Membership of the category to which the Member belongs at the time of application.

3.19.2 A member may not transfer between membership categories within the club's financial year.

### **3.20 Reciprocal Agreements**

3.20.1 No members of a golf club which has a reciprocal agreement with Heidelberg Golf Club shall qualify to play at Heidelberg under such agreement if that member normally resides within 150 kilometres of Heidelberg Golf Club.

### **3.21 Agreements between other clubs and Heidelberg Golf Club**

3.21.1 Other clubs with similar objects to those of Heidelberg Golf Club may be the subject of individual agreements between the club and Heidelberg Golf Club regarding the rights and privileges of members of one club at the other club.

3.21.2 In general, such agreements will specify similar rights for categories of membership which correspond as closely as possible at the two clubs. Each agreement will list the categories of membership at each club which are deemed to correspond with one another.

3.21.3 Agreements are between the two clubs' committees, and must be approved by both clubs.

### **3.22 Reciprocal Clubs**

The clubs with which Heidelberg Golf Club has Reciprocal Membership Agreements are:

*New South Wales*  
Ryde-Parramatta Golf Club  
Howlong Golf Club  
Tura Beach Club

Wollongong Golf Club  
Gosford Golf Club  
Wentworth Services Golf Club

*Tasmania*

North West Bay Golf Club

*Queensland*

Oxley Golf Club  
Redcliffe Golf Club  
Redland Bay Golf Club  
Robina Woods Golf Club

*South Australia*

Mount Osmond Golf Club  
Victor Harbour Golf Club  
Renmark Golf Club

*Western Australia*

Bunbury Golf Club

*Victoria*

Maffra Golf Club  
Red Cliffs Golf Club  
Wangaratta Golf Club

*New Zealand*

Maungakiekie Golf Club (Auckland)

**3.23 General Conduct**

- 3.23.1 Members should report orally, or in writing if so required, any breach of the By Laws to the General Manager.
- 3.23.2 Conduct in the clubhouse and on the course is governed by consideration of fellow members and staff at all times. Excessive noise, bad language, threatening language, sexual harassment and disruptive behaviour is considered inappropriate and will not be tolerated. Any complaint shall be dealt with via the Disciplinary Committee.
- 3.23.3 A Member shall not reprimand any employee of the Club, but may lodge a written complaint against an employee with the General Manager.
- 3.23.4 Members, other than Board of Directors or Members authorised by the General Manager, must not direct employees in relation to their duties.
- 3.23.5 Members, other than Board of Directors, Course & Facilities Committee Members or Members authorised by the General Manager, must not encroach into the ground staff workshop, except with the express permission of the General Manager or the Course Superintendent.

3.23.6 Members are to strictly observe the speed limits inside Club property, for the safety and comfort of our Members and visitors.

### **3.24 Nomination, processing and election of new Members**

3.24.1 No Member of the Club may propose and/or second more than 4 people in total into the Club in any financial year, unless approved by the Board of Directors.

3.24.2 It is the responsibility of the proposer and the seconder, when their nominee is elected to membership of the Club to;

3.24.2.1 *Ensure that such new Member is introduced to other Members; is advised of all rules governing the conduct of the Club; and is sufficiently advanced in the knowledge of the Rules of Golf to be competent to perform the duties of marker for a fellow competitor;*

3.24.2.2 *Play golf with their nominee until he or she is so equipped; and*

3.24.2.3 *Assist their nominee to obtain a handicap.*

3.24.3 The General Manager shall be responsible for the maintenance of a list of persons (a 'waiting list') who have submitted an Application Form for membership which has the required information, together with the appropriate Application Fee. The waiting list must show the names of the proposer and seconder, the date received, and the category of membership sought, as well as relevant contact information.

3.24.4 Nominations for membership will be processed in accordance with the date of receipt and the existence of vacancies in the category of membership sought. However, in exceptional circumstances, the Board of Directors shall have the right to elect to an appropriate category of membership a person who meets the general criteria for membership of the Club (see Clause 5.7 of the Constitution) and the requirements for that category, but whose date of receipt of an Application Form is later than other persons on the waiting list.

3.24.5 A member of a club which has a reciprocal rights agreement with Heidelberg Golf Club *does not* automatically have priority on waiting lists, but may be given special consideration according to circumstances.

3.24.6 Except for cases described in 3.22.4 and 3.22.5, or for persons who have been awaiting Seven Day membership for more than 2 years, any new Member shall be elected first as a Five Day or Six Day Member. Apart from the exceptions noted, a person cannot choose to be elected as a Seven Day Member without first becoming a Six Member.

3.24.7 Any person who has been offered membership in any category more than twice without accepting membership in that category shall be removed from the waiting list. S/he shall be informed in writing of this, and his/her proposer and seconder shall also be informed. Such removal does not preclude the person from submitting a subsequent Application Form, but this must be accompanied by the relevant Application Fee.



**3.25 Reinstatement of Members on Leave of Absence, or past Members**

- 3.25.1 Members on Leave of Absence seeking reinstatement have priority on waiting lists for the category of membership previously held.
- 3.25.2 Members transferring to lesser categories of membership are to be advised in writing that any future reinstatement is subject to availability.
- 3.25.3 Past Members seeking reinstatement *do not* automatically have priority on waiting lists, but may be given special consideration according to circumstances and previous involvement with the Club, subject to payment of any outstanding amount owed to the Club. Detail of procedure in 3.16.

**3.3 Not in Use**

**3.4 Not in Use**

**3.5 Life Members**

- 3.5.1 A person may be nominated to a General Meeting of the Club as a Life Member, according to the provisions of the Constitution (see Clause 8 of the Constitution).
- 3.5.2 The general criteria for election to Life Membership of the Club are as follows.
  - 3.5.2.1 *Period of Club membership: normally, such person should have been a Member for a minimum of 20 years.*
  - 3.5.2.2 *Contribution to the development of the Club: normally, such person should have made a significant and sustained contribution over a number of years to the development of the Club by, for example, serving as a member of the Board of Directors, or as an Elected Officer, or as a member of the Ladies Golf or Bowls Subcommittees, or by voluntary work at the Club, etc.*
  - 3.5.2.3 *Contribution to the progress of golf or bowls generally: normally, such person should have made a significant and sustained contribution over a number of years to the wider golf community by, for example, serving as a member of the Victorian Golf Association Council or the Women's Golf Victoria Council, or similar, or by voluntary work associated with interclub or other competitions, or similar.*
  - 3.5.2.4 *Record of golfing achievement within the Club or outside: normally, such person should have achieved outstanding golf results both at the Club and in the wider State, national or international arenas.*
  - 3.5.2.5 *Reputation for honesty, integrity and good character: such person must have a reputation for honesty, integrity and good character.*
- 3.5.3 For a person to be nominated, that person should normally have met at least three of the above five criteria, and must have met the criterion of 'Reputation for honesty, integrity and good character'.

**3.6 Number of Members in each category**

3.6.1 The following table shows the maximum number of Members in each major category of membership. Note that at any time there may be a variation of up to 5% within a given category, provided that the total number of Members with playing rights does not exceed the maximum allowed of 1593.

## Number of Members by Major Category

<b>Category</b>	<b>Subcategory</b>	<b>Maximum</b>	<b>Percentage<sup>1</sup></b>
<i>Playing Rights</i>			
Life Member	All	12	
Seven (7) Day	Senior	50	
	Adult	450	
	Junior	85	
	Student	15	
	Corporate <sup>2</sup>	21	
	<i>Total 7 day</i>	<i>633</i>	
	Six (6) Day	Senior	20
Adult		200	
<i>Total 6 day</i>		<i>220</i>	
Restricted (closed category)	Senior	20	
	Adult	250	
	<i>Total Restricted</i>	<i>270</i>	
Five (5) Day	Senior	20	
	Adult	400	
	Junior	50	
	<i>Total 5 day</i>	<i>470</i>	
	<b><i>Total playing rights</i></b>	<b><i>1593</i></b>	<b><i>100.00</i></b>
<i>Non-Playing Rights</i>			
Limited		200	
Country		20	
Introductory		50	
Bowling		143	
Senior Bowling		5	
Short Term		20	
Social		30	
Honorary		5	
Leave of Absence	Not specified		
	<b><i>Total other</i></b>	<b><i>473</i></b>	
	<b><i>Total overall membership</i></b>	<b><i>2066</i></b>	

## 4. Dress

### 4.1 Dress Code

4.1.1 Members, guests and all visitors are required to wear neat and tidy golfing attire on the course and neat casual within the clubhouse, unless otherwise directed, at all times. Consideration is given to age appropriate attire with deference to neatness and modesty.

4.1.2 HGC encourages members, guests and visitors to comply with sun-smart practices.

4.1.3 Members have the responsibility to ensure that their guests meet the required dress standards.

4.1.4 Acceptable attire:

- Men's golf shirts must have a golf style collar and be tucked in, unless having a tailored waistband. Logos must be discreet.
- Ladies shirts preferably to be collared. Any top worn without a collar must have sleeves. Tops worn outside slacks/shorts must be tailored.
- Socks must be visible and be predominantly white.
- Golf shoes must be worn on the course.
- Clean golf shoes, with soft spikes may be worn in the Members Bar.
- Clean and neat sports shoes may be worn in the Members Bar and locker rooms.

4.1.5 Unacceptable attire:

- Clothing and/or footwear in a state of disrepair.
- Trousers or shorts with a drawstring/elastic waist.
- Singlets, tee shirts, track or leisure suits.
- Denim clothing is not to be worn on the golf course.
- Short shorts, sports shorts, board or surf shorts or similar.
- Thongs (footwear).
- Caps and hats should not be worn in the clubhouse (unless a medical situation prevails).

4.1.6 Club staff, including the Director of Golf and his staff, has been instructed to refuse service to, permit use of Club facilities by, members, guest or visitors who do not comply with the Dress Code.

4.1.7 Depending upon the circumstances, such member, guest or visitor may be required to leave the course or clubhouse; may be given the opportunity to meet the required dress standards; or may be given a warning, orally or in writing.

4.1.8 Disciplinary action may be initiated against repeat or wilful offenders, in accordance with *Section 41* of the Club's *Constitution*, depending upon the circumstances.

## **5. Visitors and Guests**

### **5.1 Clubhouse**

5.1.1 Visitors and guests are welcome into the clubhouse. In doing so, they are required to comply with licensing laws and the regulations of the club

5.1.2 Visitors must not remain on the Club premises once the introducing member

has left.

## **5.2 Course**

- 5.2.1 Member may introduce up to three visitors at selected times to play golf, and must obtain the necessary visitors pass/s from the Golf Shop. This pass/s must be attached to the visitor's golf bag in a prominent position at all times whilst on the course.
- 5.2.2 No person shall be introduced as a visitor to play golf at the Club more than twelve times in a calendar year.
- 5.2.3 With the exception of Interstate and international visitors, members' visitors are not permitted to play golf on any Saturday other than official Guest Days. Guest Days are held in order that members may return hospitality extended to them at other clubs. Accordingly, only visitors who have a registered AGU or WGA handicap or equivalent are permitted to play on Guest Days.
- 5.2.5 A member may introduce one visitor only in a competition (ie, on Sundays, Tuesdays (women), Wednesdays (men) or public holidays).
- 5.2.6 By arrangement with the General Manager and subject to all requirements of these By Laws, visitors, **including** professionals, may be permitted to play on the course on payment of the relevant Green Fee and subject to tee times being available. If such a visitor is a guest of a member, it is the responsibility of the member introducing the guest to see that the guest has knowledge of golf etiquette, golf rules and complies with the Club's dress requirements.
- 5.2.7 Subject to Rule 4-4b of the Rules of Golf, each player must have his/her own set of clubs.

## **5.3 Children**

- 5.3.1 Members are encouraged to involve their children in golf at the Club, by using the golfing facilities, including the clinic programs for children.
- 5.3.2 In the case of children who are not yet members, members may allow their children to accompany them on the golf course in practice rounds, provided the children are strictly under parental control so that they can cause no concern to other members nor be placed in any danger to themselves.
- 5.3.3 Members should not allow children under the age of 10 years to accompany them while they are playing in competition rounds on the course.

## **6. Match**

### **6.1 Conditions of Play**

- 6.1.1 Playing conditions for all competitions are controlled by the Match Committee and its decision at all times shall be final. Conditions for all Club competitions are published prior to the day of competition in the Members Handbook and are sometimes placed on Club noticeboards. It is the responsibility of all competitors in a competition to be aware of and abide by the competition conditions.

- 6.1.2 Players engaged in pennant matches and matches and competitions played under the control of the Match Committee have rights over all other players on the course.
- 6.1.3 Players in a competition must commence their rounds from their designated tee, as shown on that competition's time sheet.
- 6.1.4 Male players must play from the designated men's tee markers of the day: blue (Championship competitions), white (normal competitions and days other than Sundays and Fridays when the yellow markers are used). Female competitions are held from the red tee markers.
- 6.1.5 Players must observe the Rules of Golf, the permanent Local Rules, as shown on the Club's scorecard, and any Temporary Local Rules, as shown on notice board and/or on printed sheets available from the Golf Shop.
- 6.1.6 In all Club competitions where no referee is appointed by the Match Committee, any protest must be lodged with the General Manager or his nominee, or member of the Match Committee within 30 minutes of the completion of the relevant round, and must be signed by the competitor making the protest and specifying the grounds for such protest.
- 6.1.7 Members must return all competition score cards, whether from Heidelberg or other clubs, to ensure accurate handicap assessments. Failure to return cards, or returning cards selectively may result in the Match Committee removing or adjusting a member's handicap, or such other restriction on the member's rights to play in competitions as is seen fit.
- 6.2 Avoidance of slow play – Ready Golf**
- 6.2.1 HGC applies a policy called Ready Golf to ensure slow play is avoided by members. Refer to the Members Handbook for details.
- 6.2.2 As a reminder to members and visitors, in Par and Stableford competitions, players must not complete a hole if they cannot score on that hole.
- 6.3 Suspension of Play**
- 6.3.1 If play is suspended, a siren will be blown for 3 x 5-second bursts.
- 6.3.2 Players in the process of playing a hole have the option of marking their ball, or to putt (only) out that hole if they do so without delay. If the player chooses the latter option they shall discontinue either before or immediately after completing the hole. The players shall not thereafter resume play until the committee has ordered resumption of play. Rules of Golf Rule 6-8b
- 6.3.3 For resumption of play, the siren will be blown for 2x5 second bursts. The penalty for breach of Rules of Golf Rule 6-8b is disqualification.
- 6.3.4 If play is to be **abandoned** there will be one 15 second blast on the siren.
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#### **6.4 Abnormal course conditions**

- 6.4.1 It is the responsibility of the Match Committee, in consultation with the Captain and the Course Superintendent, to determine whether conditions on parts or the whole of the course warrant imposing such temporary playing provisions as *Preferred Lies* or *Tee-up*.
- 6.4.2 In general, *Preferred Lies* are used to provide the player with 'normal' conditions, such as when it is likely that mud would adhere to the ball, or an area is being renovated and good lies are not generally available in that area. In general, *Tee-up*, either through the green or on fairways only, is used for protection of those parts of the course as required.
- 6.4.3 The Match Committee will try to avoid temporary playing provisions such as *Preferred Lies* or *Tee-up* being applied for short periods alternating with 'normal' conditions. However, the Match Committee is aware of the possible effect of these temporary playing conditions on application of the Australian Handicapping System for both men and women, and will try to avoid overuse of such conditions.

#### **6.5 Handicaps**

- 6.5.1 Male Members:  
The maximum handicap to be allotted to a new member is 27. A new member must return five (5) completed signed cards before an official AGU handicap can be allocated. Three cards are sufficient to be allocated a Club handicap.
- 6.5.2 Handicap Limit for male members in Major Events is 27. Major events are those events defined in the Club's Match Manual.
- 6.5.3 A player must enter on his scorecard the current handicap. A player's handicap does not change during a stroke play event, even if the event comprises more than one round.
- Example:** On one Saturday a player off 18 scores a net 69 in the first round of the Winter Cup and his handicap is reduced to 17. On the following Saturday, his handicap is 18 for the second round of the Winter Cup but 17 for the Day event.
- 6.5.4 A competitor should enter on his competition card the date of the event and his name or, if the details were entered by the Committee, confirm those details.
- 6.5.5 Female Members – refer Ladies Match Manual

#### **6.6 Bag Tags**

- 6.6.1 Members must have a current membership Bag Tag displayed indicating category of membership to which they belong prominently displayed on their golf bag.

#### **6.7 Playing Rights & Privileges**

- 6.7.1 In general, the HGC Constitution and the Membership Bylaws specify the playing rights and privileges of members. The Board of Directors retain the right to consider additional privileges and rights as appropriate.

- 6.7.2 The following information is included to add clarification as deemed necessary by the Constitution.
- 6.7.2.1 *The Club President has the discretion to invite non-Seven Day members to play on a Saturday on both President's and Opening Days, and/or as he/she sees appropriate.*
- 6.7.2.2 *Junior Members under the age of 18 years playing in daily competitions (with exceptions) are subject to the restriction that there must be no more than one other additional Junior Member in his/her playing group. The exceptions are; the Junior Club Championships, Bruce Harding Junior Matchplay Championship and HGC Junior Open Tournament and/or as the Board of Directors, or their delegate arrange).*
- 6.7.3 A Member may introduce visitors (maximum 3 at any one time) to the Club to play at any time within his playing entitlement **EXCEPT the following:**
- 6.7.3.1 *Sunday morning - no visitors (other than guest days)  
Sunday afternoon - maximum one visitor*
- 6.7.3.2 *Saturdays - the only playing visitors permitted on Saturdays (other than guest days) are interstate or overseas visitors.*
- 6.7.4 Staff: The General Manager and Director of Golf have full playing rights. All other staff (including full-time employees with the contracted caterers) are permitted to play, with the approval of the General Manager, Director of Golf or a Director, on any day other than Saturdays or when Special Events are being conducted.
- 6.7.5 Practice Facilities: Members are permitted to use Club practice facilities at any time irrespective of membership Category.
- 6.7.6 Un-financial Members: Any un-financial member as at the 1st August (or one month after due periodic payment) is not eligible to enter any club event. Furthermore, he/she is not entitled to utilise the practice facilities or the clubhouse.
- The Director of Golf is to be advised of all un-financial members and ensure that those persons do not use the course or the practice facilities.
- 6.7.7 Children on the Course: Children under the age of 12 are not permitted on the course except for children of members who play with a legal parent or guardian when the age limit shall be over 10 years of age at the Committees discretion.
- 6.8 Time-Sheets (refer Match Manual for details)**
- 6.8.1 When a time-sheet is in operation, it will be the basis of controlling all play for that period and no player may start play except in accordance with the time-sheet.
- 6.8.2 A time-sheet may reserve times for Men's Competition exclusively or for Women's Competition exclusively or for Mixed Competitions exclusively.



**6.9 Men's Club Championships (refer Match Manual for details)**

6.9.1 The Men's Club Championships are a male only event. The Ladies Section of the club will run their own Ladies Club Championship events.

6.9.2 The Junior Club Championship is a male and female event until sufficient numbers of girls shall warrant a split between boys and girls.

6.9.3 Conditions relating to Men's (including Senior Championship) and Junior Championship are detailed within the Match Manual.

**6.10 Daily Competitions**

6.10.1 All players are required to play the game of the day and pay the appropriate competition fee.

**6.11 Mixed Competitions**

6.11.1 Mixed Pairs competition entry fee shall be \$4 per player, or as determined by arrangement between HGC and the DoG.

Winners: - trophy to each team member

Runners-up: - trophy to each team member when more than 20 teams entered, otherwise a ball run-down applies.

DoG Comp Prizes: Ball run-down

6.11.2 Non-Mixed Competitions

Single player competition entry fee shall be \$4 per player, or as determined by arrangement between HGC and the DoG.

Pairs: Winners (per designated grades)

Individual: Per designated grades

DoG Ball Comp: Ball run-down.

Club Competition for Ladies shall be advised by the Ladies Committee.

**6.12 Hole-in-One and Albatross (refer Match Manual for details)**

6.12.1 Expenses:

To cover the cost of honouring a hole-in-one an addition of \$1.00 is included in sundries in annual accounts, or as determined by the Board of Directors.

6.12.2 Application:

For members playing in a recognised 9 or 18 hole competition as approved by the Board of Directors.

6.12.3 For visitors playing in a recognised 9 or 18 hole competition as approved by the Board of Directors. Visitors must have a recognised club handicap.

6.12.4 Procedure:

The player having holed out, shall on that same day, only be entitled to "shout for the bar" without any cost to him/her provided that the player is present at the time of the 'shout' or according to his choice, be presented with an appropriate hole-in-one trophy.

6.12.5 Entitlements:

- The name and usual information to be included on a suitable "Honour Board" located within the Clubhouse.
- Be presented with an appropriate hole-in-one trophy.
- Visitors are entitled, if requested, either 'shout of the bar' or the hole-in-one trophy.

6.12.6 Administration:

The General Manager or member of his staff will:-

- Formally notify the editor of the club newsletter.
- The member's name will appear on the Hole-in-One Board.

**6.13 Father and Son – definition.**

For the purpose of the Father and Son Championship, a father and son relation includes: father and biological son, father and adopted son, father and step-son and father and fostered son. It does not include father and daughter.

**7. Care of the Course**

- 7.1 Players are required to carry a sand bucket and to use its contents in the repair of divots.
- 7.2 Ball plug marks on greens must be repaired immediately.
- 7.3 The flagstick is to be held at arms length in the centre of the hole so as to avoid undue wear around the hole. The flagstick must be replaced in the hole before players leave the putting green.
- 7.4 The flagstick is not to be dropped on the green but placed carefully, or held by a player, to avoid damage to the green surface.
- 7.5 The position of the ball on the green should be marked using a small coin or some other form of marker. The position should not be marked on the green with scratch marks.
- 7.6 Footmarks and divots in bunkers are to be smoothed out by using the rakes provided. To obtain the best results, walk backwards out of the bunker smoothing out the sand as you go, but avoid dragging sand towards the edge of the bunker. Always take the shortest route to the ball and retreat from the bunker by the same route. Do not walk up the face of the bunker. If rakes are replaced in the bunker they must face along the line of play, but not in a position so that a ball lying against a rake would give a following player an unfair lie when the rake was removed.
- 7.7 Litter is not to be left around the course and surrounds of the clubhouse. Members must use the receptacles provided.
- 7.8 Wide wheels (10 cm minimum width) must be fitted to buggies. Buggies may be wheeled across putting greens to spread wear and reduce damage to the aprons of the greens.

7.9 Members must protect the Club's property from damage and, in particular, the trees, ornamental shrubs and flowering plants.

7.10 Members who wilfully interfere with the flora and wild life that inhabits the course will be subject to Disciplinary Code of Conduct.

## **8. Competitions**

### **8.1 Alterations to booked times**

8.1.1 A member may move, cancel or change (i.e., substitute another person for the original person) the bookings of him/herself and any other persons s/he has booked, but a member who was not responsible for booking others in a group may only move, cancel or change his/her own booking.

8.1.2 Any cancellation must be notified to the Golf Shop in sufficient time for a member on the Emergency List to take his/her place in the relevant competition.

8.1.3 The Golf Shop shall be responsible for filling vacancies and making up groups from the Emergency List, if there is one. Emergencies will be entered in vacant spaces on the time sheet in order of their position on the Emergency List.

8.1.4 It is the responsibility of members whose names are on the Emergency List to contact the Golf Shop to check the booking sheet in sufficient time to take their place in the field if they have been entered in that field, or if they require their name to be removed.

### **8.2 Competition Entry Procedures and Fees**

8.2.1 All competitions are to be entered in the Golf Shop and all competitors must report to the Golf Shop no later than 10 minutes before they are due to hit off.

8.2.2 Entry into a singles competition requires the following:-

8.2.2.1 *Input of the competitor's name into the competition computer by use of the competitor's Golf Link/ HGC Privilege swipe card. A scorecard with the relevant details (name of competitor, handicap, date, name of competition) is printed; this card must be returned at the end of the round as evidence of entry. (In exceptional circumstances, such as a computer malfunction or the card is badly affected by rain, another hand-written card may be substituted. However, the onus is on the competitor to notify the Director of Golf of the appropriate circumstances, otherwise a score may not be considered.)*

8.2.2.2 *Payment of the correct entry fee prior to commencing play. NB: Prepaid competition fees must be paid prior to play.*

8.2.3 Entry into a non-singles competition requires the following.

8.2.3.1 *Writing the competitors' names onto the competition Entry Sheet and completion of a scorecard with the relevant details (names of competitors, handicaps, date, name of competition); this card must be returned at the end of the round as evidence of entry.*

8.2.3.2 *Payment of the correct entry fee prior to commencing play, unless otherwise covered by the pre-paid competition fees.*

8.2.4 Any variation on the above procedures will be published in the competition conditions or notified to players before a competition starts. Failure to enter a competition correctly may result in a player being disqualified from that competition.

### **8.3 Scorecards**

8.3.1 All scorecards for a competition, including any marked NCR (non-completed round), should be returned to the Golf Shop for processing as soon as possible, but no later than 15 minutes after completion of play for a round. Failure to do so is a discourtesy to those processing the scorecards and affects the determination of the Calculated Course Rating (CCR); it may also mean a competitor is ineligible for a prize.

### **8.4 Men's and Mixed Competition Trophies**

8.4.1 Men's competitions are normally conducted in grades, with the grade in which a competitor is playing determined by handicap. (See 9 below for the range of handicaps for each grade.)

8.4.2 In exceptional circumstances, such as extreme weather conditions, the number of grades may be reduced. This shall be determined by the DoG in consultation with another Match Committee representative.

8.4.3 Trophies are awarded according to the conditions of the particular competition. For normal singles competitions which do not have other trophies (see 8.7 below), the trophies and their values are as follows:

- Winner of a grade: \$60 of value.
- Ball run-down for the remainder of the field.

8.4.4 For normal four ball competitions, the trophies and their values are as follows:

- Players from the winning pair: \$60 of value per player.
- Players from the runner-up pair: \$40 of value per player.
- Ball run-down for the remainder of the field.

8.4.5 For Board and some other specified events, particular trophies may be awarded. Such trophies are described in the *Match Manual* document for those events.

8.4.6 Nearest the Pin (NTP) prizes are awarded for the ball which is closest to the flagstick on designated holes. The prize for winning the nearest the pin is 2 standard value golf balls.

8.4.7 Any player, whether a Heidelberg Golf Club Member or visitor, who scores a Hole-in-One or Albatross in a Club recognised competition, shall have his/her name placed on the Hole-In-One Honour Board, and, the option to 'shout the bar' or the appropriate hole-in-one trophy.

## **8.5 Board Events**

8.5.1 A Board Event is any golf competition conducted at the Club for which the winners are permanently listed on boards displayed in various places around the Clubhouse.

8.5.2 Current Board Events are as listed in the Match Manual.

## **8.6 Match Play events**

8.6.1 Unless otherwise provided for in the competition conditions, all match play handicap competitions shall be played with competitors playing off their current handicaps.

8.6.2 When two sides are required, under the competition conditions for an event, to complete a match by a given date, they should make every endeavour to do so by that time, otherwise both sides may be disqualified from the event.

8.6.3 Where a match for which no specific date and time have been determined by the Match Committee, but these must be arranged between the two parties, and they cannot agree on a date and/or time, the problem must be referred to the Match Committee. In the event that there is still no resolution of an agreed date and/or time by negotiation, the Match Committee will determine a date and time for the match. This may be by tossing a coin to determine which of the two parties in dispute has the choice of a preferred date and time, within any time limits set by the Match Committee.

## **9. Grades and Handicaps**

### **9.1 Men's handicap grades**

#### 9.1.1 Saturdays

- A Grade: Up to 8
- B Grade: 9 to 13
- C Grade: 14 to 18
- D Grade: 19 and over

#### 9.1.2 Wednesday

- A Grade: Up to 12
- B Grade: 13 to 17
- C Grade: 18 plus

#### 9.1.2 Sundays and public holidays

- A Grade: Up to 12
- B Grade: 13 to 19
- C Grade: 20 plus

9.1.3 In the event of there being fewer than 50 competitors in any competition field, there will be one grade only.

9.1.4 All cards from rounds of golf played in a competition are to be submitted for handicap adjustment purposes.

- 9.1.4 To retain an Australian or Club handicap, a player must lodge five or more score cards in each calendar year. A player who does not have an Australian or Club handicap is not eligible to participate in handicap events and will be required to submit five cards to obtain or regain his/her Australian or Club handicap.
- 9.1.5 The upper limit for Australian handicaps is 27. However, a club may allot handicaps higher than this. The upper limit for HGC club handicaps is 32.

## **10. Corporate/Trade Days**

- 10.1 Corporate/Trade Days are normally held on Mondays, Thursdays and Fridays. If the number of Corporate/Trade Day players is less than 50, members may hit off the 1st tee prior to the time allotted to the visitors, or may follow them off the 1st tee. The 10th tee is reserved for members only while the visitors are hitting off the 1st tee; however, at times the course may be closed to Members.
- 10.2 If the number of Corporate/Trade Day players is more than 50 every effort is to be made to place two out of three groups from the 1st tee and one out of three groups from the 10th tee. Providing the number of trade day players permits and it is not a 'shotgun' start, members may, at the discretion of the Director of Golf, interchange with the visitors from the 10th tee only.
- 10.3 Corporate/Trade Days for the month are to be notified on clubhouse noticeboards and, if feasible, on the Club website.

## **11. Golf Carts**

- 11.1 A motorised golf cart is defined as a vehicle designed to carry both golf clubs and player/s. It shall be referred to as a 'golf cart' in these By Laws and other club documents.
- 11.2 The prime use of golf carts is to assist members who have temporary or permanent health conditions which prevent them readily walking around the golf course to play golf. Golf carts fall into two categories, member owned and hgc owned. One-off or short term approvals may be granted by the Match Committee, General Manager or Director of Golf on the basis of an oral request.
- 11.3 The operation of any golf cart is entirely at the risk of the user who shall ensure that he/she is familiar with the operation of the golf cart and aware of the manufacturer's operational and safety requirements.
- 11.4 Any damage to Club property resulting either directly or indirectly from the use of a golf cart shall be the responsibility of the owner of the golf cart, who shall be liable to compensate the Club for the damage caused.
- 11.5 Personal injury occasioned by the operation of a golf cart shall be treated in the same manner as other injuries that the Club's insurance policies allow.
- 11.6 Permission to use a golf cart is subject to the following Code:

11.6.1 Member owned golf carts

- 11.6.1.1 *Members are required to apply in writing to the Board of Directors for permission to use a golf cart. Such an application should be accompanied by an appropriate medical certificate supporting a case for the use of a golf cart.*
- 11.6.1.2 *If an application is approved by the Board of Directors, the member's name will be recorded in a register in approval date order.*
- 11.6.1.3 *Prior to permission being given, the vehicle is to be inspected to determine its suitability. Battery powered carts/scooters of a standard size and shape is **mandatory**.*
- 11.6.1.4 *The owner of a golf cart shall indemnify the Club against any and all legal liability for the operation of the golf cart and shall take out and keep paid up an individual insurance policy, a copy of which shall be provided to the Club for its records, covering personal and third party liability.*
- 11.6.1.5 *Where storage of the golf cart on Club premises is required and available, an annual charge will be made to cover the costs of recharging batteries, security and storage. The member shall also be charged for course wear and tear created by the use of such golf cart. (section 15.3)*
- 11.6.1.6 *Where a member uses their own golf cart at the course but garages the golf cart elsewhere, the member shall be charged an annual fee for wear and tear of the course created by the use of such golf cart. (section 15.3)*
- 11.6.1.7 *Notwithstanding any charge imposed by the Club, it is the responsibility of the owner to have comprehensive insurance on his/her golf cart. The Club will not accept any responsibility for damage to, theft of, or theft from a golf cart while in storage at the Club or on the course.*
- 11.6.1.8 *An owner must not allow another person who is not listed in the club's register to use his/her golf cart independent of the owner.*
- 11.6.1.9 *The number of golf cart spaces allotted for member owned carts shall not be greater than 40.*
- 11.6.1.10 *Removed*
- 11.6.1.11 Acknowledgement of Golf Cart Code: All members holding or granted approval to operate a golf cart shall be provided with two copies of this code and shall be required to sign one copy and return it to the General Manager to indicate that they have read and understand the Code before exercising any approval to use a golf cart.
- 11.6.1.12 Application of Members' Responsibility Code: Failure to observe this Code may result in the suspension or withdrawal of approval to use a golf cart, in addition to any other action taken under the Members' Responsibility Code.

Note: Applications for new golf carts will only be approved for 'Parmaker' type vehicles. The use of adapted or motor cycles (either 2, 3 or 4 wheel) are no

longer acceptable.

11.6.1.13 Petrol driven golf carts are to be phased out and no new petrol powered golf carts will be approved for private ownership. Members considering acquiring or replacing a golf cart should only acquire electrically powered models.

11.6.2 Club owned carts

11.6.2.1 *A member who is on the 'Club Register of Members' approved to use a golf cart, or who has specific authorisation from the General Manager, shall have priority in booking Club owned golf carts where such a member does not own a golf cart. A fee for use of a HGC owned golf cart shall be paid at the Golf Shop.*

11.6.2.2 *Subject to availability at times determined by the Board of Directors, members may hire Club golf carts for their own use and/or the use of their guests.*

11.6.2.3 *The hiring of golf carts is restricted to those persons over the age of 18 years.*

## **11.7 General**

11.7.1 The control and monitoring of the use of golf carts is vested in the Director of Golf, who is responsible to the General Manager.

11.7.2 In adverse conditions, the use of golf carts on the course is at the discretion of the General Manager. Any decision to restrict or prevent the use of golf carts, and subsequently to lift such restriction, should be based on consultation between the General Manager, the Captain, and the Course Superintendent. Such decisions are to be advised to the Director of Golf who is responsible for advising members. It is noted that, from time to time, golf carts may be permitted on the course, but may be excluded from certain areas (eg, wet, low or damaged areas, or areas surrounding greens).

11.7.3 Golf carts are to be driven on made paths wherever possible and, unless on a made path, no nearer than 10 metres from any green or on to any tee.

11.7.4 Damage to the course from the use of golf carts must be avoided at all times. Golf carts must not be driven through sodden areas, newly formed work, turf repairs, or into garden beds, shrubs or low tree branches.

11.7.5 Not more than two persons may ride in a golf cart at any one time. Hand buggies should not be towed by persons in a golf cart.

11.7.6 Persons under the age at which a learner driver's permit may be obtained (currently 16 years old) must not be in control of a golf cart at any time.

11.7.7 The right to own and/or use a golf cart on the course is given as a privilege rather than a right. Any member who does not adhere to these By Laws will have the continued granting of the privilege reviewed by the Board of Directors.

11.7.8 A copy of the rules for Operation of Golf Carts (Annex A) shall be permanently affixed to the windscreen of all carts (including privately owned) in clear view of the driver.



**11.8 Annex A - Operation of Ride-on Golf Carts:**

- ***Golf carts are NOT to be operated within 10 metres of any green, tee or bunker except on a designated pathway.***
- ***Only the number of persons authorized by the vehicle manufacturer and his/her/their golf equipment is permitted on any golf cart at any time.***
- ***Golf carts must be operated with due consideration for Club staff and other players using the golf course.***
- ***Turfed areas exhibiting signs of wear or which are excessively damp or are likely to result in the golf cart skidding or slipping because of the slope or other ground conditions are to be avoided.***

**12. Practice**

- 12.1 All putting practice shall be confined to the practice putting green. Practice chipping or pitching to the practice green is not permitted. Pitching and chipping practice is confined to the practice green and bunker between the 10<sup>th</sup> and 11<sup>th</sup> holes.
- 12.2 All golf practice shall be confined to the practice fairways. The practice fairway besides the entrance road is for short irons only. The practice fairway between the 10<sup>th</sup> and 18<sup>th</sup> fairways is for woods and mid and long irons only. Members are expected to minimize damage to teeing surface. Signs on the practice areas indicating direction of play and other directives must be observed.
- 12.3 Members of any category are entitled to use the practice facilities of the course at any time, unless the course or its practice facilities are declared closed for any reason.
- 12.4 Motor vehicles other than course maintenance vehicles and motorised golf carts must not be taken onto practice fairways.
- 12.5 Members and visitors playing a non-competition round on the course proper must not play more than one ball each.
- 12.6 Ground staff has precedence over any player practising or playing a non-competition round.

**13. Clubhouse**

- 13.1 Junior members and visitors under 18 years of age are entitled to the use of the clubhouse and its facilities except they may not be served at the bar with, or partake of, any alcoholic drink either in the clubhouse or on the rest of the Club's premises.
- 13.2 Children are permitted in the clubhouse providing they are correctly dressed,

supervised and behave in an acceptable manner.

13.3 The clubhouse is open from 7.00 am until bar closing time. The clubhouse is not open on Good Friday or Christmas Day, other than as may be decided by the Board of Directors from time to time.

### **13.4 Bar trading hours**

13.4.1 Summer (daylight saving time)

Sunday	11.00 am until 8.00 pm
Monday	11.00 am until 8.00 pm
Tuesday	11.00 am until 8.00 pm
Wednesday	11.00 am until 8.00 pm
Thursday	11.00 am until 8.00 pm
Friday	11.00 am until 8.00 pm
Saturday	11.00 am until 8.00 pm

13.4.2 Winter (non daylight saving time)

Sunday	11.00 am until 7.00 pm
Monday	11.00 am until 7.00 pm
Tuesday	11.00 am until 7.00 pm
Wednesday	11.00 am until 7.00 pm
Thursday	11.00 am until 7.00 pm
Friday	11.00 am until 7.00 pm
Saturday	11.00 am until 7.00 pm

13.4.3 Closing times are subject to patronage. The bar may remain open if there is more than twelve people in attendance, at the direction of the General Manager or his/her nominee. The bar may remain open if a function elsewhere in the clubhouse is taking place. Members must be aware that in such circumstances, the service to the bar will be diminished.

### **13.5 General**

13.5.1 Casual catering and snacks are generally available during bar trading hours. Any member requiring the provision of more substantial catering should arrange such with the General Manager.

13.5.2 Glasses of drinks are not to be carried outside designated drinking areas.

13.5.3 The consumption in the clubhouse of food and/or beverage not purchased on the Club premises requires prior permission of the General Manager.

13.5.4 No notice, paper or placard, written or printed, shall be exhibited in the clubhouse without the permission of the General Manager.

13.5.5 No member shall be allowed in any part of the clubhouse other than that set apart for use by the members.

13.5.6 No collection is to be made in the clubhouse without the permission of the General Manager.

## **14. Director of Golf**

- 14.1 The Director of Golf's (DoG) contract specifies that s/he is entitled to a;
- annual retainer;
  - fee for supervising all Club competitions; this supervision also includes starting duties;
  - commission on all green fees;
  - commission on the hiring of club owned golf carts.
- 14.2 The DoG has exclusive rights over;
- Golf Shop sales, rentals and repairs;
  - providing lessons to members and others at the golf course; and
  - hiring to members the storage of golf clubs and buggies.
- 14.3 The DoG has sole access to his/her shop, repair and club and buggy storage areas. Access keys are not to be held at the Office or Bar areas except with the consent of the DoG.
- 14.4 The DoG is responsible for insurance over contents of the shop, repair and club and buggy storage areas. The Club is not responsible for any losses.
- 14.5 Members wishing to use the club and buggy storage facilities must make arrangements with the DoG.
- 14.6 The DoG and his golf professional staff, are permitted to play in Club competitions, including Saturdays, provided that
- his/her normal duties are completed; and
  - she/he cannot compete in major Club events.
- 14.7 Professional golfers and trainee professionals who are not members of the Club or employees of the DoG may play on the course up to 6 times per year at the discretion and with the approval of the General Manager.

## **15. Fees**

### **15.1 Green Fees**

- 15.1.1 The Green Fee for corporate/trade days groups is \$55.00 (including GST) per player for 18 holes, or as determined by the Board of Directors.
- 15.1.2 The Green Fee for any Pro-Am event is the same as for trade days: \$55.00 (including GST) per player for 18 holes, or as determined by the Board of Directors.
- 15.1.3 The General Manager may negotiate special arrangements and fees for any 27 or 36 hole event.
- 15.1.4 The Green Fee for a member's guest for 18 holes is \$33.00 (including GST) per adult player and \$25.00 (including GST) per junior (under 21).
- 15.1.5 The Green Fee for a member's guest for 9 holes is \$25.00 (including GST) per adult player and \$12.50 (including GST) per junior (under 21).

15.1.6 The Green Fee for participants in 'beginners' golf learning programs conducted by the DoG shall be determined by the General Manager or his/her delegate.

15.1.7 The above fees may be varied by the Board of Directors for specific periods according to seasonal and other factors.

## **15.2 Locker Fee**

15.2.1 The annual Locker Fee rental, payable on payment of annual subscriptions, is \$25.00 or adjusted annually as seen appropriate by the Board of Directors.

## **15.3 Golf Cart Fee**

### **15.3.1 Storage Fee**

The annual fee applicable to privately owned carts shall be determined from time to time by the Club. The fee shall be composed of two components

Those components are:

(a) Rental of storage space : \$350 pa

(b) Power Usage: \$100 pa

15.3.2 Those members who privately own a cart and are authorised to operate such cart on the course are required to register and pay, annually in advance, a Course Access Fee as determined by the Club from time to time. This fee has been struck to compensate in some way for wear and tear to the golf course caused by the operation such of carts:

Course Access Fee: \$150 pa

15.3.3 The Board of Directors retains the right to control the number of trailers coming into the car parking areas. This may include an extra charge being applied or actually forbidding trailers. If a charge is deemed appropriate, then the Board shall determine a fair and equitable rate.

## **16. Mobile Phones**

16.1 The use of mobile telephones by members and guests are restricted on the course and in the clubhouse to emergency use only. Members are encouraged to use their phones in vibration mode only.

16.2 When responding to an incoming call a member or guest should move quickly and quietly out of audible range of fellow competitors and inform the caller that you will return their call later UNLESS the call is of an EMERGENCY nature. In the clubhouse move out to the veranda or to the corridor where the public phone is located;

16.3 The use of mobile phones to conduct routine business or social calls is not allowed at any time either on the course or in the clubhouse with the exception of club staff in course of performing their normal duties.

- 16.4 Failure to observe these guidelines may result in disciplinary action under the Members' Responsibility Code.

## **17. Ladies Committee By-laws and Rules** (Reviewed May 2006)

- 17.1 The following Rules and Regulations are subject to the HGC Constitution and By Laws.  
The Committee of the Club is hereinafter called the Board of Directors and the Ladies section of the Club called the Ladies Committee.

### **17.2 Management**

- 17.2.1 Any lady, with the exception of Introductory Members and Junior Members under the age of 18, being a financial member of the Heidelberg Golf Club may be an Office Bearer or member of the Committee, vote at any Annual or Extraordinary General Meeting or take any part in the Management of the Ladies Section of the Club.
- 17.2.2 The management of the affairs of the Ladies shall be in the hands of a Committee of nine consisting of a President, Vice President, Captain, Vice Captain, Secretary, Treasurer, Handicap Manager, and two other Members all of whom shall be elected annually by the Lady Members of the Club.
- 17.2.3 No Lady shall be eligible to be elected President or Captain unless she has had twelve months previous experience on the Ladies Committee.
- 17.2.4 Meetings of the Ladies Committee shall be held at least once a month throughout the Golf season and shall be chaired by the President or in her absence by the Vice President or in her absence by a nominee. The Chair of the meeting shall have a deliberative as well as a casting vote. The President and Secretary shall be ex-officio members of all sub-committees.
- 17.2.5 Should any Member of the Committee absent herself from three consecutive meetings without leave, her seat shall be declared vacant. In the case of a casual vacancy occurring the Committee may at its discretion appoint a successor who shall retire when the Annual General Meeting is held but shall be eligible for re-election.
- 17.2.6 The authority of the Ladies Committee is paramount, subject to Clause 52 of the club's Constitution. The Ladies Committee shall have full powers respecting the management of all activities of the Lady Members and their affairs subject to the Constitution. (Clause 52.3) The Committee has the power to appoint sub-committees to assist in the day-to-day affairs of the Ladies section. Such Sub-Committees shall report on their activities to each monthly meeting of the Committee or as required by the President. Any lady may be seconded to a sub-committee and will have voting rights on that sub-committee.
- 17.2.7 The President, Captain and Secretary (and where matters of finance are concerned, the Treasurer) shall be the Executive Sub-Committee to transact any business requiring immediate attention between monthly meetings of the Committee and the Secretary shall report on any such business at the next

monthly meeting of the Committee.

### **17.3 Election of Members of the Committee**

17.3.1 The Election of members of the Committee shall take place in the following manner.

17.3.2 Any two financial Lady Members who have voting rights shall be at liberty to nominate a Lady to serve on the Committee. The name of each person so nominated together with the names of her proposer and seconder and her consent to serve if elected shall be sent in writing to the Secretary fourteen days at least before the Ladies Annual Meeting.

17.3.3 A list of the names of the candidates in alphabetical order shall be affixed to the Ladies Notice Board seven days at least before the Annual General Meeting. Balloting lists shall be prepared containing the names of the candidates only and each eligible voter present at the Annual General Meeting must vote for as many candidates as there are vacancies, otherwise their votes will be invalid. In case there shall not be a sufficient number of candidates nominated the Committee shall fill up the remaining vacancy or vacancies. If two or more candidates have an equal number of votes the Chair of the meeting may call for another poll to be taken or decide upon the appropriate method of breaking the deadlock.

17.3.4 Any person who is unable to attend the Ladies Annual General Meeting and who desires to vote at the election of Officers may apply in writing to the Secretary at least seven days prior to the Annual Meeting for a postal vote. Postal votes addressed to the Secretary must reach the office of the Manager by 9a.m. on the day of the Annual meeting.

### **17.4 Duties of Secretary and Treasurer**

17.4.1 The Secretary shall keep full and correct Minutes of proceedings of all General and Ladies Committee meetings. Minutes shall be forwarded to the Board of Directors. The Treasurer shall furnish an account of all monies received and disbursed on behalf of the Lady Members. Both shall carry out the directions of the Ladies Committee.

### **17.5 Meetings**

17.5.1 The Annual General Meeting of the Lady Members for the election of Office Bearers and Members of the Ladies Committee and other business shall be held after the Annual General Meeting of the Club. **The Annual General Meeting of the Lady Members shall be held before the end of the calendar year.**

17.5.2 At least twenty-one days notice in writing shall be given to all Lady Members of such meetings. General Meetings can be called by the Committee on receiving a request signed by twenty Lady Members and specifying the subject to be discussed. At least twenty-one days notice in writing of any General meeting specifying the business to be dealt with shall be sent to every Lady Member.

17.5.3 At the Annual General Meeting business shall be as follows:

17.5.3.1 *To receive the President's Annual Report.*

17.5.3.2 *To receive the Secretary's Annual Report.*

17.5.3.3 *To receive the Treasurer's Annual Report.*

17.5.3.4 *To receive the Captain's Annual Report.*

17.5.3.5 *To receive the Handicapper's Report*

17.5.3.6 *To receive the Junior Girls' Report*

17.5.3.7 *To receive the Bowls Report*

17.5.3.8 *Election of Officers.*

17.5.3.9 *Election of two members of the Committee*

17.5.3.10 *Discussion and determination of such general business relating to the business of Ladies Golf as has been notified in writing to the Secretary of the Committee at least seven days prior to the Ladies Annual Meeting.*

17.5.3.11 *The discussion of any general business without notice shall be referred to the in-coming Committee for determination.*

## **17.6 Alteration of Rules**

17.6.1 A motion for the alteration of rules or for the enactment of a new rule can only be made at the Annual or a General Meeting. Twenty one days notice in writing of the intention to propose any new Rule or alteration shall be given to the Secretary who shall post the same on the notice board and send particulars and notice in writing of same to every Lady Member at least fourteen days before the General Meeting.

17.6.2 No alteration or addition shall be made to the rules except by resolution carried by a majority of at least two thirds of those Ladies who are present and voting at a General Meeting.

17.6.3 The Ladies Committee is empowered to make, repeal and amend such by-laws as it may from time to time consider necessary and such by-laws, repeals and amendments shall have effect till set aside by the Committee, the Board of Directors or a General Meeting. Repeals and amendments must not be in conflict with the Heidelberg Golf Club Constitution and By Laws and will be posted on the Notice Board. .

## **17.7 Competitions**

17.7.1 The Match Committee shall arrange the dates and conditions of play for all competitions.

17.7.2 Eligibility for major trophies is as follows:

Lady Members must have belonged to the Club for three months, be a financial member, hold a normal Australian Handicap, must have playing rights covering the day/s the competition is held.

17.7.3 All Lady Members are eligible to play for Day Trophies, WGV and WGA events.

17.7.4 Conditions of all trophies and prizes for competition must be drawn up or approved by the Committee.

17.7.5 No alteration can be made to the conditions except by the consent of the Committee or Match Committee or any sub-committee appointed for that purpose who shall decide any question of protest. The Committee shall have the fullest powers relative to all competitions and their decision shall be final.

## **17.8 Complaints**

17.8.1 All complaints shall be made in writing to the Secretary who shall submit them to the Committee whose decision shall be final.

17.8.2 In no circumstances shall a staff member of the Club be reprimanded directly.

## **17.9 Rules of Golf**

17.9.1 The Rules of the Game of Golf as authorised from time to time by the Royal and Ancient Golf Club of St. Andrews except in so far as the Committee of the Heidelberg Golf Club may modify them from time to time shall be adopted.

17.9.2 Every Lady Member shall be bound to submit to these Rules and to the Heidelberg Golf Club Constitution and By Laws.

## **18. Bowling Section By Laws and Rules (to be completed)**

18.1 The following By-Laws and Rules are subject to the HGC Constitution and By-Laws.

18.2 The Committee of the Club is here-in-after called the Board of Directors and the Bowling Section of the Club called the Bowling Committee.

## **18.3 Interpretation**

18.3.1 In these By-Laws and Rules, unless there is something in the subject or context inconsistent therewith, the following interpretation shall operate:

- The "Club" refers to the HGC Club - Bowling Section.
- The "Rules" means the rules of the club which in turn is subject to the HGC Constitution and By-Laws.
- The "Board" refers to the elected Board of Directors of the HGC. The "Committee" refers to the committee of the HGC Bowling Section.
- The financial year of the Bowling Section is from 1<sup>st</sup> February to 31 January.
- The "Association" refers to the Royal Victorian Bowling Association.
- The Ladies Association is the Royal Victorian Ladies Bowling



Association.

- “Member” refers to financial members of the HGC.

## **18.4 Objects**

- 18.4.1 To provide and maintain a bowling facility for the members of the Heidelberg Golf Club under the management of the club.

## **19. Miscellaneous**

- 19.1 No Member shall conduct on Club premises any business activity, sell or purchase any item which may be in conflict with the conduct and business of the Club or the DoG. This includes the selling or purchase of golf equipment, and merchandise handled by the Club.
- 19.2 No Member shall give the address of the Club in any advertisement or use the Club’s address for business purposes.
- 19.3 Removal of, or damage to, Club property by Members is prohibited. Payment of the full cost of restoration of, or repair of damage to, property shall be made by the Member concerned.
- 19.5 Car parking areas reserved for the President, Captain, Vice President, Treasurer and Directors Committee and visiting officials are to be observed at all times. Ladies Golf Subcommittee members have a designation area for Lady President and Lady Captain. The Ladies Committee may use those car park spaces allocated to Directors on Tuesdays, (Ladies competition day) until 3.00 pm.
- 19.6 Each Member shall lodge his/her current address, telephone number and, if desired, email address with the General Manager, and advise him/her of any changes as they occur. These contact details will be recorded in the Register of Members and any notice sent to the current address shall be deemed to have been properly despatched. The telephone number of those members which is ‘silent’ shall be kept for official club business only and not made public to the membership.
- 19.7 The Club logo must not be used by members unless appropriate arrangements have been made with the General Manager.
- 22.8 The Club’s Colours are Red, Black and Gold.
- 19.9 The Club’s Logo is as shown on the cover of the Annual Report for the year ended 30<sup>th</sup> June.
- 19.10 Memorials on Grounds of HGC. **To be drafted by C&F Committee.**

## ATTACHMENT A



## CLUB CONDUCT AND BEHAVIOUR POLICY

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## **1. INTRODUCTION**

The club movement is committed to a safe and comfortable environment free from inappropriate and offensive behaviour. All member clubs of ClubsVIC subscribe to this policy. This policy is a comprehensive document that sets out in detail the legal and procedural requirements in this area and the ramifications of breaches of the policy.

A précis of this policy can be accessed by contacting ClubsVIC (details at the end of this document). This document and its accompanying précis are designed to provide all people involved in the club movement with an understanding of their rights and responsibilities in this area.

Employees, volunteers and officials have the right to work positively and productively without being subjected to behaviour that is not wanted and that humiliates, offends or intimidates them. Members and visitors are also entitled to enjoy the facilities at the club free from illegal and unwanted behaviour.

Accordingly, this club is committed to the elimination of inappropriate behaviour. The club is also committed to the implementation of strategies and the promotion of awareness to prevent such behaviour from occurring.

## **2. TO WHOM DOES THIS POLICY APPLY?**

This policy applies to all elected officials, members, visitors, volunteers, agents, contractors and employees of the club (referred to as “club personnel” throughout this policy). “Club personnel” includes individuals who participate in sporting and recreational activities within, or sanctioned by, the club and spectators and sponsors of such events. “Club personnel” also includes all officers, executive members, council members and any contractors who are engaged to perform work for ClubsVIC.

## **3. WHAT DOES THIS POLICY COVER?**

This policy, including its complaints procedure, is designed to ensure that all club personnel understand what constitutes inappropriate behaviour, consisting of sexual harassment, discrimination and bullying, how it occurs, what the effects are, and what a person should do if they are subjected to any inappropriate behaviour.

This policy is also intended to make club personnel aware of their responsibilities and the club’s responsibilities in regards to inappropriate behaviour.

The law makes distinctions between different types of inappropriate behaviour (sexual harassment, discrimination and bullying), and provides different kinds of remedies for each type. This policy does not make these distinctions and is designed to protect club personnel against all types of unwanted, unreasonable, and inappropriate behaviour. In this policy such behaviour is referred to as “inappropriate behaviour”.

## **4. SPECIAL PREVENTATIVE ACTION WHEN WORKING WITH MINORS**

For the protection of minors at the club, the club places special requirements on Appointees and Preferred Applicants for certain roles to determine their appropriateness for the role. This policy sets out recommended screening requirements for club personnel who are, or likely to, interact with persons under 18 years of age.

Screening is recommended for Preferred Applicants and Existing Appointees in the following types of roles:

- Coaches, paid or volunteers, who are appointed or seeking appointment (whether employed, contracted or otherwise);
- Volunteer personnel appointed or seeking appointment who will or are likely to have contact or travel away with teams of players under 18 years of age.

For the purposes of this Policy, screening shall mean:

- Checking the Preferred Applicant's referees by making verbal or written inquiries of the Preferred Applicant's nominated referees (preferably at least two) as to the Preferred Applicant's suitability for both the proposed role and for involvement with children under 18 years of age;
- Interviewing the Preferred Applicant as to their suitability for the proposed role and their suitability for involvement with children under 18 years of age; and
- Obtaining a declaration from a Preferred Applicant and Existing Appointees that they have not committed an offence involving sexual activity or an act of indecency (a copy of the declaration is attached to this policy as Appendix A).

If the declaration is requested by the club and not signed, then:

- in the case of a Preferred Applicant, they must not be appointed to the role;
- in the case of an Existing Appointee, steps must be taken to transfer the person to another role where contact is not made with minors or if no such alternatives exist, to end the appointment of the person.  
Note: advice from ClubsVIC should be sought before the process of termination begins.

It is a breach of this Policy for a person that has committed an offence involving sexual activity or an act of indecency to work or seek work in the roles set out above. If the declaration is signed by a Preferred Applicant, but the screening process reveals that the Preferred Applicant is not appropriate for the role, they must not be appointed to the role.

All information obtained during the course of screening must be kept confidential to the club or the person who has been delegated the task of making the appointment for the role. Information collected during screening about a person who is not appointed to the role must be destroyed when no longer required.

Successful Preferred Applicants or Existing Appointees working in one of the above roles must immediately advise, in writing, the complaints officer (or in their absence their nominee) of the organisation that appointed them if they are convicted of a criminal offence.

Screening under this Policy is not a replacement for any similar requirement prescribed by law. If State legislation sets an equivalent or higher standard of screening to that set under this Policy, the requirement to screen under this Policy need not be followed as it would be superseded by any similar requirement prescribed by law.

## **5. WHAT IS SEXUAL HARASSMENT?**

Sexual harassment is any unwelcome conduct of a sexual nature that offends, humiliates or intimidates the person to whom it is directed. It often involves an abuse of power or trust and is often directed at someone who is unable to stop it easily. Sexual harassment has nothing to do with mutual friendships, which are a private concern, or any interaction that is consensual, welcomed and reciprocated.

Sexual harassment may consist of some or all of the following:

- sexual comments, jokes and innuendo;
- displaying offensive, obscene or pornographic material;
- sexual propositions or persistent requests for dates and the subsequent harassment of a person in the event of a refusal;
- physical contact such as patting, pinching, touching or brushing against a person;
- unwelcome and inappropriate remarks about a person's sex, sexuality or private life;
- suggestive comments about a person's appearance or body;
- staring, leering, catcalls, obscene gestures and wolf whistles;
- indecent exposure;

- subtle or direct requests for sexual favours; and
- sexual assault and rape (which would amount to criminal offences).

An example of sexual harassment would be a clubhouse supervisor making an inappropriate advancement to a female worker by slapping the worker on the buttocks when the worker walked past.

## 6. WHAT IS DISCRIMINATION?

Discrimination is any behaviour which is offensive, abusive, belittling or threatening and which is directed at a person or group because of a particular protected attribute. The law sets out which attributes are “protected”:

- [Age](#)
- [Breastfeeding](#)
- [Carer status](#)
- [Disability/impairment](#)
- [Gender identity](#)
- [Industrial activity](#)
- [Lawful sexual activity](#)
- [Marital status](#)
- [Parental status](#)
- [Physical features](#)
- [Political belief or activity](#)
- [Pregnancy](#)
- [Race](#)
- [Religious belief or activity](#)
- [Sex](#)
- [Sexual orientation](#)
- [Personal association](#) with someone who has, or is assumed to have, one of these personal characteristics.

It is against the law to treat someone unfairly or discriminate against them, directly or indirectly, because they possess or are assumed to possess one of these characteristics.

Discrimination may include, but is not limited to:

- verbal abuse or comments that put down or stereotype people;
- mimicking someone’s accent, or the habit of someone with a disability;
- offensive gestures; and
- displaying or circulating racist or other offensive material.

### **Direct discrimination**

Direct discrimination occurs if a person treats, or proposes to treat, someone with an attribute less favourably than the person treats or would treat someone without that attribute, or with a different attribute, in the same or similar circumstances.

An example of direct discrimination would be a club policy refusing a member access to use the club facilities because they are in a wheelchair, or a club policy saying that no Sikhs are allowed at the club.

### **Indirect discrimination**

Indirect discrimination occurs if a person imposes, or proposes to impose, a requirement, condition or practice:

- that someone with an attribute does not or cannot comply with; and
- that a higher proportion of people without that attribute, or with a different attribute, do or can comply with; and
- that is not reasonable.

An example of indirect discrimination would be the club having no ramps and therefore no disabled access. Another example would be having a requirement that all cricketers in the cricket club wear a baggy cap when playing cricket. A person that wears a turban due to religious beliefs would be indirectly disadvantaged by this requirement.

**This policy is broader than the strict law, and seeks to protect club personnel from all unreasonable discriminatory behaviour – regardless of whether it is direct or indirect, based on a protected attribute or not.**

Requesting, assisting, instructing, inducing or encouraging another person to engage in discrimination is also prohibited under this policy and the law.

## **7. WHAT IS BULLYING?**

Bullying is repeated, unreasonable behaviour directed towards a person or group of people that creates a risk to health and safety. It often involves a person who is in a position of power subjecting another person to unfavourable treatment.

In order for behaviour to amount to bullying the behaviour must be persistent and unreasonable; however single incidents of bullying-style behaviour and violence are not condoned and may still be prohibited by this policy.

The following types of behaviour could be considered bullying:

- verbal or physical abuse;
- jokes, pranks or initiation;
- intimidation;
- inappropriate comments and touching; and
- degrading or excessive criticism.

In a work context, reasonable and lawful directions and constructive performance-related activities do not amount to bullying.

An example of bullying would be a bowling skipper continually subjecting another bowler to hostile and inappropriate comments on the bowling green about their performance, leading to the bowler becoming stressed and anxious. Another example of bullying would be an apprentice being subject to physical abuse and being required to perform unreasonable tasks as part of “initiation”.

**Inappropriate behaviour means sexual harassment, discrimination and/or bullying.  
This club does not condone any inappropriate behaviour.**

## **8. WHEN IS BEHAVIOUR INAPPROPRIATE?**

Inappropriate behaviour does not refer to compliments or behaviour that neither party finds offensive. However, it is sometimes difficult to know whether other people will find your behaviour acceptable. You should be careful not to risk being misunderstood as misunderstandings often lead to complaints. Remember that some people find particular types of behaviour offensive even though other people would not. The behaviour must always be considered from the point of view of the person receiving it. It is no defence that you did not mean to cause offence.

Inappropriate behaviour is not just unacceptable at the club itself or during working hours; it is unacceptable in any club or work related context including staff Christmas parties and inter-club sporting events.

## **9. WHAT ARE THE EFFECTS OF INAPPROPRIATE BEHAVIOUR?**

Our club strives to provide a happy and healthy environment for work and leisure. Inappropriate behaviour is disruptive to the well being of the club.

Inappropriate behaviour towards club personnel can lead to embarrassment, intimidation, anger, humiliation, anxiety, fear and/or physical illness. It can lead to severe distress to individuals as well as conveying a poor image of the club, and making the club an unhappy and unhealthy environment for the victims.

## **10. WHAT DOES THE CLUB UNDERTAKE TO DO?**

- to ensure that club personnel are aware of this policy;
- to appoint a person, being an elected official or manager of the club, to be the contact person for the purposes of this policy or an alternative contact person if required (see below for the contact person's details);
- to ensure that all persons understand that inappropriate behaviour will not be tolerated under any circumstances;
- to ensure that the club promotes a happy and healthy environment in which all club personnel are treated fairly and equitably and are not subject to inappropriate behaviour;
- to monitor the club environment to ensure acceptable standards of conduct are observed at all times;
- to ensure complaints are treated seriously and fairly and investigated thoroughly and promptly with due regard to confidentiality; and
- to take disciplinary action, and possibly criminal charges in extreme cases, against anyone found to be breaching this policy.

## **11. WHAT ARE THE RESPONSIBILITIES OF CLUB PERSONNEL?**

- to treat other club personnel fairly and with respect;
- to report any incidences of inappropriate behaviour at the club; and
- to maintain complete confidentiality if they provide information during the investigation of a complaint.

## **12. WHAT SHOULD YOU DO IF YOU OBSERVE INAPPROPRIATE BEHAVIOUR?**

Any club personnel who become aware of inappropriate behaviour should make reasonable attempts to stop the behaviour, and as soon as possible refer the matter to the contact person. If the contact person is unavailable or is a party to the complaint or has a relationship with those involved such as would compromise the contact person's impartiality, the matter should be referred to an elected official of the club



or the manager.

### **13. WHAT SHOULD YOU DO IF YOU HAVE BEEN SUBJECTED TO INAPPROPRIATE BEHAVIOUR?**

It is important that you come forward with any complaint you may have. This will ensure that your rights are protected and that others are also not subjected to the same behaviour. All reasonable attempts to resolve the matter satisfactorily will be made in-house. Any complaints will be dealt with seriously and confidentiality will be respected at all times.

It is unlawful to victimise or penalise a person for making a complaint in good faith. The club has a commitment to make sure that anyone who makes a genuine complaint is supported and is not penalised in any way.

#### **What steps should you take?**

Firstly if you feel able to speak with the offender/s, tell them in a firm manner (verbally or in writing) that their behaviour is offensive and unacceptable and that you want the offensive action to cease. Generally they are unaware that their behaviour is upsetting, and usually the behaviour will stop.

If you feel you do not wish to complain directly to the person, or if you have complained and the behaviour is still ongoing, then you should:

- speak to your immediate manager/supervisor or the nominated contact person who will attempt to mediate on the complaint or will assist you to access the *Complaint Resolution Procedure* below; or
- you can immediately access the *Complaint Resolution Procedure* yourself and make a complaint (note: club members can also access the grievance handling procedures in the club rules).

If you do not feel comfortable speaking to anyone at the club then you can also contact the Equal Opportunity Commission on (03) 9281 7100 or 1800 134 142 (toll free) for confidential advice and information.

### **14. WHAT SHOULD YOU DO IF YOU ARE ACCUSED OF INAPPROPRIATE BEHAVIOUR?**

If you have been accused of inappropriate behaviour you should take the matter seriously. It is important that you try to understand the point of view of the person who believes he or she has been subjected to the behaviour. You may need to modify your behaviour to ensure that you do not offend or distress other club personnel.

If the issue proceeds you are required to co-operate with the *Complaint Resolution Procedure*. The club will make every attempt to treat those involved with respect and fairness, and to ensure that everyone is given the opportunity to be heard.

### **15. WHAT IS THE COMPLAINT RESOLUTION PROCEDURE?**

The *Complaint Resolution Procedure* is the process by which the club handles complaints. It is flexible and it provides an opportunity for action to be taken that is suitable in each individual case. This could include informal resolution, mediation and/or disciplinary action.

The primary aims of the *Complaint Resolution Procedure* are to ensure that:

- the behaviour stops;
- there are no reprisals for making the complaint; and
- where disadvantage has occurred, it is redressed.

The guiding principles are:

- the right of individuals to be treated with respect and to be heard and respond to any allegations;
- observance of confidentiality; and
- preservation of a non-judgmental and non-adversarial approach by those involved in the *Complaint Resolution Procedure*.

## **16. WHAT IS THE PROCESS OF THE COMPLAINT RESOLUTION PROCEDURE?**

The following is to be used as a guide to resolve complaints. It is not required that each step be followed in a sequential order.

1. the victim or the person observing the unreasonable behaviour contacts or approaches the contact person and informs them of the complaint or behaviour;
2. if the contact person feels they are not impartial to the complaint, the matter will be referred to an elected official of the club or the manager;
3. if the matter is referred to someone other than the contact person, that person becomes the contact person for the purposes of this procedure;
4. the person making the complaint (“the complainant”) will be interviewed and the nature of the complaint clarified, and the complainant will be encouraged and assisted to put the complaint in writing;
5. the complainant will be notified of the options available for resolving the complaint, such as resolution through this process, the club’s rules or through the Equal Opportunity Commission;
6. a full explanation of the *Complaint Resolution Procedure* and possible outcomes of such action will be given to the complainant, as well as a copy of this policy;
7. the complaint will only proceed with the agreement of the complainant;
8. the contact person will arrange a meeting between the contact person and the person complained about (“the respondent”);
9. the respondent will be fully informed of the complaint, the name of the complainant, any evidence that may have been submitted by the complainant, and also given a copy of this policy;
10. the respondent will be given the opportunity to fully respond to the allegations and to assist in the resolution of the complaint;
11. it will be at the contact persons’ discretion as to whether any witnesses named by the complainant and respondent will be asked to provide a written statement and/or possibly attend an interview regarding the complaint;
12. any interviews performed or statements obtained from witnesses will be performed or obtained bearing in mind the confidentiality and sensitivity of the matter;
13. the complainant will be informed of the discussion and outcomes of the meeting between the contact person and the respondent, and any proposal for resolution will be discussed;
14. if an agreed resolution is not reached, the contact person may arrange, if the contact person feels that it would be appropriate, for the parties to meet and discuss the matter;
15. if an agreed resolution is still not reached, the contact person will arrange to have a mediator attempt to guide the parties to an appropriate outcome and mediate a formal resolution between the complainant and the respondent;
16. the mediator must be a person chosen by agreement between the parties or in the absence of agreement a person appointed by the Board, unless the matter involves a member of the Board, in which case the mediator will be a person who is appointed by ClubsVIC;
17. a member of the club can be a mediator, but the mediator cannot be a member who has an interest in the matter;
18. the parties to the matter must, in good faith, attempt to settle the dispute by mediation;
19. the mediator, in conducting the mediation, must:

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- give the parties to the mediation process every opportunity to be heard; and
  - allow due consideration by all parties of any written statement submitted by any party; and
  - ensure that natural justice is accorded to the parties throughout the mediation process;
  - the mediator must not determine the matter;
20. if an agreed resolution is not reached after mediation, the contact person will advise the complainant of the options that are available for taking the complaint further, for example referral to the Equal Opportunity Commission, referral to the governing sporting body or ClubsVIC, formal arbitration or mediation through the Dispute Settlement Centre of Victoria (Department of Justice), and the contact person will assist the complainant to take the appropriate next step.

Written records will be kept to establish the facts and all documents will be kept secure. Information about the complaint will only be accessible to those whose job it is to deal with complaints.

### **What may the outcome be of the complaint resolution procedure?**

If an amicable resolution is reached by both parties during mediation, the complaint will have deemed to be settled and no further action will be taken by the contact person.

If the respondent is a member of the club and the contact person considers that the respondent has breached this policy then the contact person is to refer the matter to the Board and the Board shall invoke the club's disciplinary procedure as set out in the club's rules.

If the respondent is an employee or contractor engaged to perform work at the club and the contact person considers that the respondent has breached this policy, then the contact person is to refer the matter to the Management and the Board and the matter will be handled in accordance with the Workplace Relations laws and the employment policies at the club.

If the respondent is a non-member and non-employee at the club and the contact person considers that the respondent has breached this policy, then the contact person is to refer the matter to the Management and the Board and the matter will be handled in such manner as the Board considers appropriate.

The range of sanctions that may be imposed by the club on a respondent who is found to have breached this policy will depend upon the status of the respondent as set out in the Member Protection Policy and may include:

- directing the offender/s to make an apology;
- directing the offender/s to change their behaviour;
- disciplinary action, including:
  - transfer, demotion or dismissal or the issuing of a warning when the behaviour is performed by an employee
  - disciplinary procedures as per the club rules when the behaviour is performed by a member
  - cancellation of contracts when the behaviour is performed by contractors and/or agents to the club
  - withdrawal of invitation to use club facilities when the behaviour is performed by non-members
- counselling support;
- where there has been damage to property, directing that the offender/s pay compensation to the relevant organisation or person/s;
- a fine;
- withdrawal of any awards, placings or records won in any activities held by the club;
- direct the offender/s to repay all or part of any relevant financial assistance; and
- any other such penalty considered appropriate.

Any person who, after proper investigation, is found to have breached this policy **will** face disciplinary action. If, however, the investigation finds that the complaint cannot be substantiated, both parties will be informed of the reasons.

If you are found guilty of inappropriate behaviour you may incur personal financial costs. Under no circumstances will the club reimburse any such costs.

If the investigation finds that the complaint was deliberately fabricated, the person who made the complaint will be formally warned and counselled if they are an employee, or subjected to disciplinary action if they are a member. False allegations and complaints may be also subject to defamation laws.

**17. WHERE CAN YOU GET FURTHER INFORMATION ABOUT INAPPROPRIATE BEHAVIOUR?**

For further information about this policy, harassment, discrimination bullying or related issues, please contact either the contact person or the Club Secretary/Manager. To obtain a copy of the ClubsVIC Member Protection Policy, please contact ClubsVIC or visit their website.

**Clubs Victoria Inc**

PO Box 363

Carlton South VIC 3053

Ph: (03) 9349 2909

Fax: (03) 9349 4915

Email: [admin@clubsvic.org](mailto:admin@clubsvic.org)

Website: [www.clubsvic.org](http://www.clubsvic.org)

The nominated  
contact person(s)  
for this club is:

NAME

POSITION

## APPENDIX A

It is a breach of the ClubsVIC Conduct and Behaviour Policy for a person to work or seek work who has committed an offence involving sexual activity or an act of indecency.

This declaration is required by persons applying for or working in the following types of roles:

- Coaches, paid or volunteers, who are appointed or seeking appointment;
- volunteer personnel appointed or seeking appointment who will or are likely to have contact or travel away with teams of players under 18 years of age.

The ClubsVIC Conduct and Behaviour Policy defines an offence involving sexual activity or an act of indecency to mean an offence including but not limited to:

- Rape;
- Indecent or sexual assault;
- Sexual relationship or an indecent act with child under the age of 16;
- Sexual offences against people with impaired mental functioning;
- Abduction and detention;
- Procuring sexual penetration by threats or fraud;
- Soliciting acts of sexual penetration or indecent acts;
- Promoting, engaging in or obtaining benefit from acts of child prostitution; and
- Possession of child pornography and publishing indecent articles.

### Declaration

I am aware that I am ineligible to work or seek work in the roles set out above if I have been convicted of an offence involving sexual activity or an act of indecency.

I have read and understood the above information in relation to the ClubsVIC Conduct and Behaviour Policy and understand my responsibilities and obligations under it.

I declare that I have not been convicted of an offence involving sexual activity or an act of indecency and that I have been given the opportunity to seek independent legal advice.

I acknowledge that I am required to immediately advise, in writing, the complaints officer (or in their absence their nominee) of the organisation that made my appointment if I am convicted of a criminal offence.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

### Parent/Guardian Consent (in respect of person under the age of 18 years)

I have read and understood the declaration provided by my child. I confirm and warrant that the contents of the declaration provided by my child are true and correct in every particular.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**Attachment B – Proxy Form**

I \_\_\_\_\_ a financial member of the  
*(Name of Member in block letters)*

Heidelberg Golf Club, appoints \_\_\_\_\_ or failing that  
*(Name of proxy in block letters)*

person, the Chairman of the meeting as my proxy vote, to vote as he or she sees fit, or as instructed below at the Annual General Meeting of the Company to be held on Friday 6th October 2007 and at any meeting held subsequent and pursuant to an adjournment of that meeting.

The proxy is directed to vote in the following manner:

*(PLEASE CIRCLE No 1 or No 2 - IF YOU CIRCLE No2 PLEASE TICK HOW YOU WISH YOUR APPOINTED PROXY TO VOTE ON EACH OF THE RESOLUTIONS).*

1. As he or she sees fit:
2. As per the following instructions:

<i>Ordinary Business</i>	<b>For</b>	<b>Against</b>	<b>Abstain</b>
1. To receive, consider and if thought fit, confirm the minutes of the 79th Annual General Meeting held at the Clubhouse on Friday 6th October 2007.			
2. To receive, consider and if thought fit, confirm the Annual Report, Balance Sheet and Revenue Accounts for the period ending 30th June 2007.			
3. To receive, consider and if thought fit, accept the Scrutineers Report, declare the election of the Management Committee and Other Directors, and confirm that the ballot papers be destroyed.			
4. To re-appoint the Club Auditors, XXXXXX			
<b>SPECIAL BUSINESS</b>			
5. a.			
5 b.			

SIGNED:.....DATE:.....

As required by clause 42.4 of the constitution, the form must be deposited at the registered office of the club by 5.00pm on Thursday 5<sup>TH</sup> October 2007 to be valid.

In accordance with normal practice, proxies will only be counted in the event that a poll is demanded.

Clause 59 of the constitution states:

- 59.1** Votes must be cast by show of hands unless a poll is demanded in accordance with the provisions of Corporations law.
- 59.2 If a poll is demanded in the aforesaid manner, the same shall be taken in such a manner as the chairman directs.

The common law rule at a general meeting is that resolutions in the first instance will be decided by a show of hands, one vote per member attending. The hands held up are counted and the result declared without considering proxies.

A poll is usually taken to mean a ballot, but can refer to any formal method of counting votes.

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**ATTACHMENT A: Clubs Victoria Inc. Club Conduct and Behaviour Policy**

**ATTACHMENT: Proxy Form**