



# Rules of the Warragul Country Club

WARRAGUL COUNTRY CLUB INCORPORATED

Golf ~ Bistro ~ Cafe ~ Sports Bar ~ Gaming  
***Warragul's Favourite Social Destination***

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## WARRAGUL COUNTRY CLUB INCORPORATED

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## THE RULES OF THE WARRAGUL COUNTRY CLUB INCORPORATED

### RULE 1: NAME

The name of the incorporated association is the WARRAGUL COUNTRY CLUB incorporated (hereinafter referred to as “the Club”).

### RULE 2: PURPOSE

2.1. The purposes of the Club are:-

- a. To promote and provide facilities for playing of the game of golf and other recreational pastimes
- b. To provide and maintain an 18-hole golf course and a clubhouse with social and golfing facilities
- c. To supply meals, refreshments and entertainment for Members, guests and visitors and for that purpose to apply for, hold and/or renew from time to time any licences, permits and other provisions for the sale and disposal of liquor within the meaning of the Liquor Control Reform Act 1998 (as amended) or any Act passed in substitution thereof or amending the same.
- d. To acquire by purchase, lease or otherwise golf links and grounds and to lay out, prepare and maintain the same for golf or other sports or pastimes, and to build or otherwise provide a clubhouse, workshops and other conveniences in connection therewith, and to alter, enlarge, repair, uphold and maintain the same and to furnish and from time to time refurbish the same.
- e. To purchase, take on lease in exchange or otherwise acquire any land, buildings, easements or property, real or personal and which may be required for the purchase of or conveniently used in connection with any of the objects of the Club, and to sell, demise, mortgage, give in exchange or otherwise dispose of the same or any part or parts hereof from time to time, and to grant easements in, through, over or upon any land and/or to acquire easements or other rights of any kind or nature over any real or personal property.
- f. To purchase, hire, make or provide and maintain and/or seal all items as required or used by the Club and the Members thereof and all apparatus which may be conveniently used in connection with the links and the grounds, clubhouse and other premises of the Club.
- g. To provide and maintain its facilities from the funds of the Club.
- h. The income and property of the Club shall be applied solely towards the promotion of the objects of the Club as set forth in this Statement and no portion thereof shall be paid, transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any persons who at any time are or have been Members of the Club or to any person claiming through any of them. Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any Officers or Servants of the

Club or to any Member thereof or to any other person in return for any services actually rendered to the Club, or the repayment of money advanced by any Member or person to or for the purposes of the club or any of them or the payment of interest of money lent to the Club.

Provided further that no person shall receive a greater profit benefit or advantage from the Club other than a remuneration or honorarium for the work done by the Chairperson, Treasurer or other Officer of the Club or salary or wages paid to the Employee.

- i. To borrow or raise or secure the payment of money in such a manner as the Club shall think fit, and in particular (but without limiting the generality of the foregoing) by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Club's property (both present and future) or without any such security and upon such terms and conditions as the Club shall think fit and to purchase, redeem or pay off any such securities at such times and in such manner and on such terms and conditions as the Club may, from time to time, consider desirable.
- j. To apply from time to time for a Club Licence and/or permits pursuant to the provisions of the Liquor Control Reform Act 1998 for the time being in force or for such licence or licences, permit or permits as it may be from time to time necessary to obtain whether pursuant to that Act or any Acts to enable the Club to provide for or sell to Members liquor, tobaccos or any other goods and to apply from time to time for the renewal, surrender or removal or extension of any such licence or permits.
- k. To hold a Club Licence with a Licensee as required by The Victorian Commission for Gambling and Liquor Regulation.
- l. To make application pursuant to the appropriate legislation from time to time enacted and currently in force for any other appropriate licence, permit or authority including but not limited to:-
  - i The Victorian Commission for Liquor and Gambling Regulation for a Gaming Operators Licence and/or Venue Operators Licence or any other appropriate licence, permit or authority; and to hold transfer, renew vary, remove or surrender any such licence, permit or authority if and when it's appropriate or opportune to do so and to do all such acts or things which may be necessary to protect any such licence, permit or authority.

### RULE 3: INTERPRETATIONS

In these Rules, unless the contrary intention appears:-

"Board" means the Members for the time being of the Board of Directors of the Club, constituted in accordance with these Rules. For the purpose of the Liquor Control Act 1987, the Board shall be a Management Committee with responsibility for the affairs of the Club.

"Club" means the abovenamed Incorporated Association.

"Financial Year" means the year ending on the 30th June.

"Membership Year" means the year 1st October to 30th September.

"Member" means a Member of the Club.

“Voting Member” means a Member of the Club belonging to a category of Membership that enables voting rights at General Meetings.

“General Meeting” means an Annual General Meeting under Rule 15 or a ~~Special-Extra~~ General Meeting of Members convened and conducted in Accordance with Rules 17 & 18.

“the Act” means the Associations Incorporations Reform Act 2012.

“the Regulations” means Regulations under the Act.

“the Law” means the Act, the Liquor Control Act 19~~98~~<sup>87</sup>, the Gambling Regulations Act 2003 ~~Gaming Machine Control Act 1981~~ and all other relevant Victorian and Commonwealth Statutes and the Regulations made there under.

“Secretary” the person from time to time appointed by the Board to sign on behalf of the Club

“Poll” means a secret ballot.

“Board Disciplinary Committee” means two (2) Board Directors appointed at the time to act in accordance with Rule 9.5.

“Registrar” means the Registrar of Incorporated Associations.

## RULE 4: MEMBERSHIP

4.1 The Members of the Club shall be:-

4.1.1. Every person who at the adoption of these Rules is a current Member of the Warragul Country Club Incorporated.

4.1.2. Every person who on or after the adoption of these Rules is elected to the Membership of the Club.

4.2 All classes of Membership are open to persons of either gender who shall be persons of good character.

4.3 The number of Members of the Club shall not exceed the maximum number from time to time prescribed by the Liquor Control Act 1987 or approved by the Liquor Licensing Commission.

4.4 There shall be the following classes of Membership:-

### 4.4.1. Life Members

At any time two Members may nominate for Life Membership a Member who has given outstanding service to the Club.

This nomination must be supported by five additional Members and be presented to the Board.

If the Board accepts this nomination they will refer it to the Life Member's Voting Sub Committee for their input.

The Life Member's Voting Sub Committee shall consist of 2 ~~Directors~~ Members from the WCC Board, 2 Members from the Women's Golf Committee and 2 Members from the Men's Golf Committee, and they shall consider the following criteria in making their decision.

*The nominated Member must have served the Club in an official or voluntary capacity and made a significant contribution to the operation of golf or the Club generally.*

The Life Member's Voting Sub Committee will forward their recommendation to the Board and the Board will act on the recommendation and if applicable, will award Life Membership at the next AGM.

#### 4.4.2. **Playing-Full Golf Members**

A person shall be eligible for election to Playing Membership if that person has attained the age of 18 years. Playing Members shall be entitled to all privileges of the Club, including the right to play golf on the course, compete in Club championships and competitions, to attend and vote at General Meetings, and have the right to nominate for election to the Board.

#### 4.4.3. **Non Playing Members**

A person shall be eligible for election to Non Playing Membership if that person has attained the age of 18 years. Non Playing Members shall be entitled to all the privileges of the Club except the right to play on the golf course but will be able to use the course facilities on the payment of the appropriate Subscription Fee. Non Playing Members may attend and vote at any General Meeting and have the right to nominate for election to the Board. Non Playing Members will be entitled to a maximum of two positions on the Board at any time.

#### 4.4.4. **Social Members**

A person shall be eligible to be elected a Social Member of the Club if that person has attained the age of 18 years. Social Members shall not be entitled to use the golf course or practice amenities except as a Green Fee player, ~~and cannot or to~~ vote at meetings and shall not be entitled to nominate for election to the Board. Social Members are subject to such conditions and restrictions as the Board may from time to time determine.

#### 4.4.5. **Junior Members**

A person is eligible to be elected a Junior Member of the Club if that person has not attained the age of 18 years. Junior Members shall be entitled to participate in golf and other sporting activities conducted by the Club subject to terms and conditions and restrictions as the Board may from time to time determine.

Membership of a Junior Member shall lapse upon that Member attaining the age of 18 years, but that Member upon attaining that age, will automatically be elected a current Playing Member with no Entrance ~~or Nomination~~ fee or further fee increase in Membership Subscription until the end of that Financial Year. Junior Members shall not be entitled to vote at meetings and shall not be entitled to nominate for election to the Board.

#### 4.4.6. **Honorary Members**

Honorary Membership may be granted to any person to whom the Board deems to be a prominent citizen or local dignitary or Club Employee. An Honorary Member shall be entitled to such rights and privileges of the Club as the Board may determine but shall not be entitled to vote at any General Meeting of the Club or to be elected a Member of the Board.

#### 4.4.7. **Temporary Members**

The Captain of the Club (Men's or Women's) or ~~Manager~~ Secretary, may at their discretion and subject to any direction of the Board, grant Temporary Membership of the club for any period not exceeding two months or such other periods as the Board may authorise, to:-

- a. Persons visiting the Club from interstate or overseas; or

- b. Persons temporarily residing in the Warragul district; or
- c. Persons with a bonafide application for Membership pending, and who have paid a nomination fee; or
- d. Persons competing in any sporting competition played within the Club; or
- e. On production of satisfactory proof, a person who is a Financial Member of another Club which has a reciprocal arrangement with this Club.

The ~~Manager~~ Secretary shall maintain a register containing the name and address of all temporary Members and of all clubs with which this Club has reciprocal arrangements. Temporary Members shall not be required to pay an entrance fee or annual subscription. The period of Temporary Membership shall not, except by order of the Board, exceed two months at any one time.

A Temporary Member shall be entitled to such rights and privileges of the Club as the Board may determine but shall not be entitled to attend or vote at any General Meeting of the Club or to be elected a Member of the Board.

#### 4.4.8. **Country Members**

Persons whose ordinary place of residence is more than 50 kilometres radius from the Clubhouse shall be eligible ~~to be eligible~~ to be elected as Country Members.

If any such Member shall be resident within 50 kilometres radius of the Clubhouse for a period exceeding six months in any one year, that person shall cease to be a Country Member. A Country Member shall have the rights and privileges of a Playing Member.

#### 4.4.9. **Summer Members**

Summer Members shall have the right to use the facilities of the golf course between October 1 and March 31 the following year. They shall have the rights and privileges of a Non Playing Member from April 1st through to September 30th. A Summer Member shall be entitled to vote at General Meetings of the Club and be elected to any position on the Board of the Club under conditions of Non Playing Members.

#### 4.4.10. **Nine Hole Members**

The Board at its discretion and upon application in writing to the Club may elect to 9 Hole Membership any person whom the Board considers is unable to reasonably play 18 holes of golf by reason of age or disability. Eligibility will be confined to:-

- a. Those Members over the age of 65;
- b. Younger persons with exceptional circumstances, i.e. medical condition etc., which restricts their playing abilities. This Membership shall be at the discretion of the Board.

A Nine Hole Member shall be entitled to play 9 holes of golf on the course privately or in competitions organised and conducted by the Club subject to the direction and control of the Club Captain(s) or Club Professional, so as not to impede or restrict play in ordinary conditions. A Nine Hole Member shall be entitled to use and enjoy all non-playing facilities of the Club and to attend and vote at any General Meeting and have the right to nominate for election to the Board.



## RULE 5: NOMINATION OF CANDIDATES FOR MEMBERSHIP

- 5.1 Every candidate for Membership other than Life Membership, ~~and~~ and Temporary Membership shall be proposed by one and seconded by another Member of the Club.
- 5.2 Every application for Membership, other than Social Membership, shall be made in writing on the Club's "Application for Membership" form, and shall be signed by the candidate and the proposer and seconder and lodged with the ~~Manager-Secretary or delegate~~ of the Club. Such application shall be accompanied by the candidates Entrance Fee (if applicable) and appropriate amount of the Annual Subscription as set out in Rule 6.2
- 5.3 Every application for Social Membership shall be made in writing in a format designated by the Board. The application shall be signed by the candidate and lodged with the ~~Manager-Secretary or delegate~~. All Social Membership applications shall be recommended by the ~~Manager-Secretary or delegate~~.

## RULE 6: ELECTION OF MEMBERS

- 6.1 All persons proposed as Members other than to Life Member of the Club shall be so elected by the Board by simple majority and the decision of the Board shall be final.
- 6.2 When a candidate has been elected to Membership, the ~~Manager-Secretary or delegate~~ shall forthwith send to the candidate at the address given upon the candidate's application form, notification to the effect that he or she has been elected a Member and enter his or her name on the Register of Members.
- 6.3 Should a candidate be unsuccessful in the ballot for Membership, ~~Manager-Secretary or delegate~~ shall notify the candidate forthwith and any fees paid by the candidate shall be refunded in full.

## RULE 7: FEES AND SUBSCRIPTIONS

- 7.1 The Entrance Fee for Members shall be an amount as may from time to time be determined by the Board, provided however that the Board may suspend the payment of the whole or part of the Entrance Fee during such periods as the Board may from time to time determine.
- 7.2 The Annual Subscription Fee shall be payable in advance by all Members on or before the 1st day of October each year except for the first Subscription of a new Member.
- 7.3 All Subscriptions ~~5 Fees~~ payable by Members shall be determined by the Board from time to time. The Board may at its discretion, allow Members to pay fees by instalments at amounts and times as determined by the Board.
- 7.4 Any person admitted to membership of the Club, who was not a Member in the previous financial year shall pay pro rata from their date of application. ~~1<sup>st</sup> January to 30<sup>th</sup> September. All others to pay pro rata from 1<sup>st</sup> February.~~
- 7.5 Where an existing Member has not paid their Subscription Fees by 1 November, they will be unable to play in a competition round and their ability to book a round will be suspended until such time as the annual Subscription Fee is paid.
- 7.6 The payment of a Subscription shall make the Member or intending Member bound by the Statement of Purposes and Rules of the Club.



7.7 Concessions to Subscription Fees shall be determined by the Board for any Playing Member who, on the 1st day of the Clubs Membership year is:

- a. Over the age of 70
- b. Between the ages of 18 and 25 years).

7.8 A Member may apply in writing to the Board to suspend their Subscription Fees for a minimum period of three (3) months due to a medical condition(s), as supported by medical evidence, and such condition(s) prevent them from playing golf. The Board has full discretion to approve or deny the application. Reduction in Subscription Fees will be reduced from the following year's Subscription Fees. If a Member returns to playing golf within the three (3) month suspension period the reduction of Subscription Fees will be reversed.

## RULE 8: CEASING MEMBERSHIP

8.1 The membership of a person ceases on resignation, expulsion or death. If a person ceases to be a Member of the Club, the ~~Secretary~~Secretary or delegate must, as soon as practicable, enter the date the person ceased to be a Member in the register of Members.

8.2 Resigning as a Member

- a. A Member may resign by notice in writing given to the Club.
- b. A Member is taken to have resigned if—
  - i) the Member's annual subscription is more than 3 months in arrears; or
  - ii) the ~~Secretary~~Secretary or delegate has made a written request to the Member to confirm that he or she wishes to remain a Member; and
  - iii) the Member has not, within 1 months after receiving that request, confirmed in writing that he or she wishes to remain a Member.

8.3 Any person who ceases to be a Member otherwise than by expulsion may be re-elected without payment of any entrance fee at the discretion and by resolution of the Board but he or she shall be duly proposed and seconded and in all other respects be treated as a candidate for Membership

8.4 A person ceasing to be a Member for any cause shall not be entitled to any claim of any kind whatsoever on the property or funds of the Club (except under any debenture or debentures held by him or her).

8.5 The rights of a Member are not transferable and end when membership ceases.

## RULE 9: SUSPENSION OR EXPULSION OF MEMBERS

9.1 The Secretary or delegate shall have the power to remove, restrict, suspend a Member from the privileges of the Club or take any disciplinary actions where it has proved to its satisfaction to have been guilty of conduct on the Club's premises or elsewhere which is prejudicial to the interests of the Club, or constitutes a breach of the Club's Values, and/or the Club's Rules or By-Laws.

9.2 All Golf related disciplinary complaints must be made in writing to the Men's or Women's Golf Committees who shall have the power to fine, restrict, suspend a Member from the privileges of the Club or take any disciplinary actions where it has proved to its satisfaction to have been guilty of conduct on the Club's premises or elsewhere which is prejudicial to the

interests of the Club, or constitutes a breach of the Club's Values, and/or the Club's Rules or By-Laws and the Rules of Golf.

9.3 A Member is to be notified in writing the outcome of the misconduct. Member has the right to appeal the disciplinary action and this will be referred to the Board Disciplinary Committee. The Secretary or Golf Captains also have the right to refer misconduct issues to the Board Disciplinary Committee.

9.4 In the event of an Appeal, the Secretary or Captain shall give to any Member, seven days' notice to attend before the Board Disciplinary Committee where the appeal shall be considered. Such notice must set out the offence with which the Member is charged, and the penalty, and shall be forwarded to his or her address as shown on the Clubs register, In the event of the failure of the Member to attend the appeal, the issue may be dealt with in his or her absence.

9.5 The Board Disciplinary Committee shall determine the Appeal and amend, uphold or dismiss the offence and subsequent penalty. The Board Disciplinary Committee in conducting the appeal, must:

- a. Give the Member every opportunity to be heard and to call evidence;
- b. May allow the Member to be represented;
- c. Give due consideration to any written statements submitted by the Member; and
- d. Ensure that natural justice is accorded the Member.

~~The Disciplinary Committee initially and, on appeal, the Board in either case by a two thirds majority and acting on a written complaint from either the Club Captain, the Manager or any two financial Members, shall have the power to fine, restrict, suspend, expel or cancel the Membership of any Member who shall have been proved to its satisfaction to have been guilty of conduct on the Clubs premises or elsewhere which is unbecoming to the character of a Member or of conduct prejudicial to the interests of the Club or infringing the Rules or By-Laws of the Club. The manager shall give to any Member alleged to be guilty of such an offence, seven days notice to attend before the Disciplinary Committee when such offence shall be considered. Such notice must be set out in general terms, the offence with which the Member is charged, and shall be forwarded to his or her address as shown on the Clubs register, and in the event of the failure of the Member to attend, he or she may be dealt with in his or her absence.~~

~~9.2 — Pending investigation of any charges against the Member, the Chairperson or Manager or Assistant Manager, or in their absence a Vice-Chairperson, shall have the power to remove, restrict or suspend such Member from the privileges of the Club.~~

~~9.3 — A Member who has been expelled by the Disciplinary Committee may lodge an appeal to the Board against such expulsion within 28 days of the notification by the Disciplinary Committee of its decision. The Board shall resolve the matter by secret ballot as soon as practicable.~~

~~— 9.4 — The Board, in conducting the appeal, must:-~~

- ~~a. Give the Member every opportunity to be heard and to call evidence~~
- ~~b. May allow the Member to be represented~~
- ~~c. Give due consideration to any written statements submitted by the Member~~
- ~~d. Ensure that natural justice is accorded the Member.~~

- 9.65 If any Member is an Employee of the Club, and such employment shall be terminated for misconduct, then the Membership of that person shall thereupon, without notice, be cancelled and such person's rights and privileges as a Member shall thereupon cease.

## RULE 9A: DISPUTES AND MEDIATION

- 9A.1 Unresolved disputes and grievances under these rules between a Member and another Member or a Member and the Club must be taken to mediation.
- 9A.2 Parties to the dispute must meet and discuss the matter and if possible, resolve the dispute within 14 days.
- 9A.3 If the parties are unable to resolve the dispute at the meeting or if one party fails to attend that meeting then the parties must within 10 days hold a meeting in the presence of a ~~m~~Mediator.
- 9A.4 The ~~m~~Mediator must be a person chosen by agreement between the parties or in the absence of agreement
- i) a dispute between a Member and another Member, a person appointed by the Board or
  - ii) in a dispute between a Member and the Club, a mediator appointed by the Dispute Settlement Centre of Victoria (Department of Justice).
- 9A.5 A Member of the Club can be a ~~m~~Mediator but such Member can not be a party to the dispute.
- 9A.6 The parties to the dispute must attempt to settle the dispute by mediation.
- 9A.7 The ~~m~~Mediator must give the parties involved every opportunity to be heard and allow due consideration to any written statements submitted by any party and ensure that natural justice is accorded the parties.
- 9A.8 The ~~m~~Mediator must not determine the dispute.
- 9A.9 If the dispute is not settled by mediation the parties may seek to resolve the dispute in accordance with the Act or otherwise by law.

## RULE 10: GUESTS

- 10.1 Members may introduce Guests to the privileges and facilities of the Clubhouse. The Guests name and address, together with the name and Membership number of the Introducer shall be recorded in the Club records.
- 10.2 Members introducing guests shall be held responsible for their proper conduct and also for any debts incurred by them to the Club.
- 10.3 Guests may be allowed to take part in such games, events and tournaments as shall be determined by the Board from time to time.

- 10.4 Guests shall not be permitted to remain in the Club premises, nor be supplied with liquor in the Club premises unless in the company of their Introducing Member. This sub-rule shall not apply to an authorised gaming visitor in accordance with these rules.
- 10.5 The same Guests shall not be introduced more than twice in each month.
- 10.6 No person who has ceased to be a Member by virtue of the provision of Rule 8 hereof shall be brought into the Club premises as a Guest.

#### RULE 11: AUTHORISED SOCIAL VISITORS

- 11.1 Subject at all times to the Club being the holder of a Venue Operators Licence issued under the provisions of the Gaming Machine Control Act 1991, an authorised Social Visitor (as hereinafter defined) being a person who is not a Member or a Guest of a Member, may be admitted to the Clubs premises on any day when Authorised Social Visitors are allowed for the purposes of playing Gaming Machines and for the use of such other Club facilities as the Board from time to time permit. Authorised Social Visitors may not introduce Guests to the Club.
- 11.2 The ~~Manager~~Secretary or delegate must keep on the Club premises, a Register of Authorised Social Visitors containing the name and residential address of each Authorised Social Visitor admitted and the date of the admission.
- 11.3 An Authorised Social Visitor must:
  - a. Produce evidence of his or her residential address before being admitted to the licensed premises;
  - b. Carry identification at all times whilst on the licensed premises;
  - c. Comply with any relevant Rules of the Club whilst on the licensed premises.
- 11.4 For the purpose of these rules an Authorised Social Visitor is hereby defined as a person who:
  - a. Is over the age of 18 years;
  - b. Whose place of residence is more than 10 kilometres from the licensed premises;  
and
  - c. Is not a person who the Board of the Club has determined should not be admitted.

#### RULE 12: REGISTERS

- 12.1 The Secretary must perform any duty or function required under the Act to be performed by the Secretary of an Incorporated Association.
- 12.2 The Secretary must:—
  - a. maintain the register of Members in accordance with the rules of the Act;
  - b. keep custody of the common seal (if any) of the Club and, except for the financial records referred to in the Act, all books, documents and securities of the Club in accordance with rules of the Act;
  - c. subject to the Act and these Rules, provide Members with access to the register of Members, the minutes of general meetings and other books and documents; and

- d. perform any other duty or function imposed on the Secretary by these Rules.
- 12.3 The Secretary must give to the Registrar notice of his or her appointment within 14 days of the appointment.

## RULE 13: MANAGEMENT

- 13.1 Subject to the Law and any other provision of these Rules, the business and affairs of the Club shall be managed by a Board elected in accordance with Rule 154.
- 13.2 The Board shall have the fullest power and discretion, consistent with the Law and these Rules to act for and on behalf of the Club ~~in the furtherance of the Statement of Purposes~~. This includes development and good management of the Club and without limiting the generality of the Board thereof:
  - 13.2.1 The Board may appoint Sub-Committees from amongst the Members of the Board and co-opt Clubs and experts to such Sub-Committees for such purpose and such period of time as the Board shall think fit, to investigate, report, advise and make recommendations to the Board and consistent with the Law and the Rules to delegate to any such Sub-Committee such powers as the Board may think fit and from time-to-time revoke or alter any such appointment or delegation;
  - 13.2.2 Unless otherwise specified in the minute of the Board appointing a Sub-Committee, the quorum of a Sub-Committee shall consist of a majority of the Members thereof;
  - 13.2.3 These ~~Sub-Committees~~ shall include a Men's Golf Sub-Committee and a Women's Golf Sub Committee to be governed by Golf Rules approved by the Board. The purpose of such sub committees will be to organise golf matters under the supervision of the Board.
  - 13.2.4 All Sub-Committees shall keep a minute book and all proceedings of all such Sub-Committees and their attendances shall be entered therein.
  - 13.2.5 To make Bylaws consistent with ~~the Statement of Purposes and~~ these Rules as in the opinion of the Board may be necessary or desirable for the proper control administration and management of the Clubs finances, affairs, interests, effects and property and for the convenience, comfort and well-being of the Members of the Club and to amend or rescind from time to time any such Golf Rules.
  - 13.2.6 To enforce the observance of all Bylaws.
  - 13.2.7 To appoint any delegate or delegates to represent the Club for any purpose with such powers as may be deemed fit and to appoint any official of the Club for any purpose deemed fit other than an official whose appointment or election is otherwise determined by these Rules;
  - 13.2.8 To engage, appoint, control, remove, discharge, suspend and dismiss such Managers, Secretaries, Officers, Representatives, Agents, Servants and other employees in respect of permanent, temporary or special services as it may from time to time deem fit and to determine the duties, salary, emoluments or other remuneration thereof;
  - 13.2.9 To purchase or otherwise acquire for the Club any property rights or privileges at such price and generally on such terms and conditions as it shall deem fit;
  - 13.2.10 To secure the fulfilment of any contracts or engagement entered into by the Club by mortgaging or charging all or any of the property of the Club;

- 13.2.11 To institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers or otherwise concerning the affairs of the Club and also to compound or allow time for payment and satisfaction of any debts due to and any claims or demand by or against the Club and to refer any claims or demands by or against the Club to arbitration;
  - 13.2.12 To have full responsibility for the management of all financial matters relating to the Club;
  - 13.2.13 To determine who shall be entitled to sign or endorse on the Clubs behalf contracts, receipts, acceptances, cheques, bill of exchange, promissory notes and other documents or instruments;
  - 13.2.14 To invest and deal with any of the monies of the Club upon such securities and in such manner as the Board may deem fit and from time to time to vary or realise such investments;
  - 13.2.15 To borrow or secure the payment of any sum or sums of money for the purpose of the Club and to raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as it shall deem fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise and either charged upon all or any of the Clubs property both present and future. Any debentures or other securities may be issued with any special rights and privileges which the Board may think proper to confer on the holders thereof;
  - 13.2.16 To impose any restrictions or limitations on the rights and privileges of each category of Membership and of visitors and the use by them of the Club premises and/or any amenity or facility therein or thereon contained or relating to their conduct, behaviour, clothing and dress whilst on the Club premises.
- 13.3 The Board shall not, without the sanction of a two thirds majority at a Special General Meeting of the Club, put up for sale the lands or the premises of the Warragul Country Club. This meeting is to be convened and conducted according to Rules 17 and 18 (Special General Meetings).
- 13.4 All acts done at any Board meeting or by any person acting as a Member of the Board shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Member of the Board or that they are or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Member of the Board.

## RULE 14: MEETING OF THE BOARD

### **Role and powers**

- 14.1 The Board shall meet at least ~~ten (10) times per financial year once in every month~~ for the transaction of business. Minutes of all resolutions and proceedings of the Board shall be entered in a book provided for that purpose. The Chairperson will at any time, upon request in writing of two Members of the Board, convene a Meeting of the Board.
- 14.2 The Chairperson, if present, shall preside at all meetings of the Board and in the absence of the Chairperson, the Vice Chairperson shall Chair the meeting. If neither the Chairperson nor Vice Chairperson shall be in attendance, the Board Members present may elect one of their number present to preside at that meeting.

- 14.3 The majority of the Board Members shall constitute a quorum. If a quorum is not present with fifteen minutes after the time fixed for the meeting, the meeting shall stand adjourned to a date, time and place to be decided by the Chairperson and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for that meeting, the Members present shall be a quorum.
- 14.4 Questions arising at a meeting of the Board shall be resolved by a majority of votes of those Members of the Board present and voting and any such decision shall for all purposes be deemed a decision of the Board.
- 14.5 In case of an equality of votes, the Chairperson of the meeting, in addition to his or her deliberative vote (if any), shall have a casting vote.
- 14.6 A resolution in writing or email signed by all Members of the Board for the time being entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Members of the Board.
- 14.7 The Board must ensure that minutes are taken and kept of each committee meeting.
- The minutes must record the following:-
- a) the names of the Members in attendance at the meeting;
  - b) the business considered at the meeting;
  - c) any resolution on which a vote is taken and the result of the vote;
  - d) any material personal interest disclosed.

14.8 A Director not physically at a Board Meeting may be permitted to participate in the meeting by the use of technology that allows that the Director and Directors present at the meeting to clearly and simultaneously communicate with each other.

## RULE 15: ELECTION OF THE BOARD

- 15.1 The Members will elect the Chairperson and six Directors. The Board shall appoint from their number the positions of Vice Chairperson and Honorary Treasurer. There shall be a Secretary (Manager) who does not have voting rights, but performs all of the obligations of the Secretary under the Act.
- a) A maximum of two non-playing Members may be Members of the Board at any one time; and
  - b) No Member may be elected to the Board unless he or she has been a voting Member of the Club for at least two years immediately prior to the Annual General Meeting.
  - c) The Board shall appoint from its Members a director/or directors as a Men's and/or Women's Golf Liaison Officer.
- 15.2 The Board shall be elected at the Annual General Meeting, and shall consist of the Chairperson and six directors. The Members of the Board shall be elected by Playing (including 9 Hole, Summer and Country) Members and Non-Playing Members and Life Members.



- 15.3 No member shall be eligible to nominate as Chairperson of the Board unless he or she has been a Board member for a minimum of two (2) year period within the last eight (8) financial years prior to the Annual General Meeting.
- 15.4 ~~A notice~~ of the Annual General Meeting shall be sent to all Members eligible to vote, ~~advising that nominations for the Board are~~ open not less than 21 days before nominations close. Such notice will include details of those Directors retiring, ~~re-nominating or remaining on from~~ the Board. ~~Further, no~~ Nominations for ~~such~~ positions shall close 21 days before the day fixed for the Annual General Meeting. Nominations for the offices of Members of the Board shall be delivered to the ~~Manager~~ Secretary. These Nominations shall be posted on the noticeboard as they are received.
- 15.4.1 The nominations shall be in writing and signed by the candidate and his or her proposer and seconder.
- 15.4.2 No written material apart from the Statement of Candidature shall be circulated prior to the election.
- 15.5 Members eligible for election to the Board may be nominated for more than one office or board position and in the event of their being elected to the senior office as hereinafter provided shall be deemed to have been eliminated from candidature for election to the junior office position. ~~For the purpose of these Rules the order of seniority of offices shall be – Chairperson, Vice Chairperson, Honorary Treasurer, Board Member.~~
- 15.6 All elected positions shall be for two years.
- 15.7 Ballot papers shall be prepared (if necessary) containing the names of the candidates in an order on the ballot paper to be determined by lot.
- 15.8 If a ballot is required for more than one position:
- (a) the voter must mark the ballot paper against the name of each candidate for whom they wish to vote in accordance with instructions on ballot paper;
- (b) the voter must not mark the names of more candidates than the number to be elected.
- Ballot papers that do not comply with Rule 15.8(b) shall be declared void.
- Each ballot paper on which the name of a candidate has been allocated a vote, counts as one vote for each candidate subject to Rule 15.8 (a).
- The Board may allow pre polling in a time and manner to be determined.
- The Returning Officer must declare elected the candidate or, in the case of an election for more than one position, the candidates who receive the most votes.
- ~~Voting shall be conducted by a preferential voting system. The voter shall mark his or her voting paper by placing a number against the names of each candidate in order of preference.~~
- 15.8.1 ~~Any voting paper upon which the votes are not recorded for the exact number of candidates to be elected shall be rejected as informal.~~
- 15.9 The ballot shall be conducted by a Returning Officer appointed by the Board.
- 15.9.1 In case of doubts as to the formality of any ballot ~~voting~~ paper the matter shall be referred to the Returning Officer whose decision shall be final.

15.9.2 In the event of an equality of votes in favour of two or more candidates, the Returning Officer shall conduct a further election by secret ballot by the Members present at the meeting to decide which of the candidates is to be elected. ~~draw lots to determine which candidate shall be elected.~~

- 15.10 No Member shall be entitled to be elected to the Board if that Member is a Member of the Board or employee of another Club or entity holding a gaming licence under the Gaming Machine Act 1991 and is located within 25kms of this Club. No Member shall be entitled to be elected to the Board if they are an employee of the Club.
- 15.11 Casual Vacancy:
- 15.11.1 In the event of the death, resignation or removal of the Chairperson, the Vice-Chairperson shall assume the position of Chairperson until the next Annual General Meeting but without forfeiting his or her position of Vice-Chairperson.
- 15.11.2 In the event of the death, resignation or removal of any other executive officer of the Club, the Board may elect another Member from its own ranks to fill that position until the next Annual General Meeting but the Members so elected shall not forfeit his or her position as a Member of the Board.
- 15.11.3 In the event of the death, resignation or removal of any Director, the Board may co-opt a person to fill that casual vacancy from the general body of Members. They will hold this position until the Annual General Meeting.
- 15.11.4 A notice of the Casual Vacancy must be placed on the notice board for a period of six weeks and any Member from the general body of Members interested in filling this position should submit this interest in writing to the Board within the six week period. They will hold this position until the following Annual General Meeting.
- 15.12 The Club in an ~~Extra~~Special General Meeting may by ~~special~~ resolution remove any Member of the Board before the expiration of that person's period of office and may by special resolution appoint another person in their stead. A person appointed pursuant to this regulation shall hold office until the next Annual General Meeting.
- 15.13 The office of a Member of the Board shall become vacant if that Member:
- a. Ceases to be a Member of the Board by virtue of the Law, the Act or these Rules;
  - b. Becomes prohibited from being a Director of a Company by reason of any conviction or order made under the Law;
  - c. Becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the Law relating to mental health;
  - d. Becomes a bankrupt;
  - e. Resigns their office by notice in writing to the Club;
  - f. Is absent without permission for three (3) consecutive meetings of the Board;
  - g. Ceases to be a Voting Member of the Club.

## RULE 16: ANNUAL GENERAL MEETING

- 16.1 An Annual General Meeting shall be held once every year between 1st July and 30th November and at a place as may be prescribed by the Board.
- 16.2 The only persons entitled to vote at Annual General Meetings or to have any voice in the management of the Club shall be those Members comprising the following categories of Membership namely: Playing (including 9 Hole, Summer and Country) Members, Non-Playing Members and Life Members. The Board may however invite a person or persons to attend any such meeting or meetings as advisers, observers or experts.
- 16.3 The Annual General Meeting shall be specified as such in the Notice to Members (Refer Rule 14.4)
- 16.4 The business of the Annual General Meeting shall be:
- a. To confirm the Minutes of the preceding Annual General Meeting and also the minutes of any Special General meetings since that meeting.
  - b. To receive from the Board reports upon the transactions of the Club during the preceding financial year.
  - c. To elect Members of the Board.
  - d. To appoint a properly qualified Auditor for the ensuing financial year.
  - e. To vote on notices with regard to the Constitution, notice of which has been given in accordance with these Rules in writing to the Members not less than 21 days prior to the Meeting.
  - ~~f. To elect Life Membership to such nominees who have been approved under Rule 3.4.1.~~
- 16.5 The quorum for General Meetings is the presence (physically), of 25 of the Members entitled to vote.

#### Quorum

- 16.6 If within half an hour of the appointed time for the commencement of the meeting, a quorum is not present, the Chairperson will adjourn the meeting to a time and place to be determined and if at that subsequent meeting a quorum is not present, those Members attending will constitute a quorum.

#### Adjournment of Meeting

- 16.7 The Chairperson may, with the consent of the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

#### Declaration of Chairperson Conclusive

- 16.8 At every general meeting unless a poll is demanded by at least one-third of the Members personally present and entitled to vote a declaration by the Chairperson that a resolution has or has not been carried by either a simple or some special majority and an entry to that effecting the minute book of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

#### Proceedings at General Meetings

- 16.9 Twenty One day's notice, at the least, specifying the place and date and the hour of meeting and in case of special business the general nature of the special business shall be given to the

General Body of Members in manner hereinbefore mentioned or in such other manner (if any) as may be prescribed by the Club in general meeting.

#### RULE 17: SPECIAL GENERAL MEETINGS

- 17.1 All General Meetings other than the Annual General Meeting shall be called Special General Meetings.
- 17.2 The Board shall convene a Special General Meeting of the Club as set out in Rule 17.
- 17.3 The Board shall also, on the requisition in writing and endorsed by not less than 25 of voting Members, convene a Special General Meeting of Members to be held within a month following receipt of the requisition.
- 17.4 The requisition under Rule 16.3 shall state the business to be conducted at the meeting and should it consist of several documents in like form, each document must be countersigned by any three of the petitioners.
- 17.5 If the Board does not cause an Special General Meeting to be held within a month of receipt of the requisition, the Members calling for the General Meeting may convene an Special General Meeting in the same manner as nearly as possible as that in which such meetings are convened by the Board.

#### RULE 18: NOTICE OF SPECIAL GENERAL MEETINGS

- 18.1 All Voting Members must be informed of a Special General Meeting, at least twenty-one (21) clear days before the meeting is held. The notice shall contain the business to be transacted, the agenda, and the time and place of the meeting.  
  
~~A notice to any Voting Member informing them of a Special General Meeting may be given either personally or by sending it by ordinary pre-paid post to them at the address shown for them on the Club register of Members, at least twenty-one clear days before any Special General Meeting. The notice shall contain the business to be transacted, set out the agenda, the day, the hour and the place of the meeting.~~
- 18.2 No business other than that set out in the notice convening the meeting shall be transacted at the meeting.

#### RULE 19: PROCEEDING AT SPECIAL GENERAL MEETINGS

- 19.1 All business that is transacted at a Special General Meeting shall be deemed Special Business.
- 19.2 No item of business shall be transacted at a Special General Meeting unless a quorum of Members entitled under these Rules to vote is present during the time when the meeting is considering that item.
- 19.3 Twenty Five (25) Members personally present (being Members under these Rules entitled to vote at an Special General Meeting) shall constitute a quorum for the transaction of business of an Special General Meeting.
- 19.4 If within half an hour after the appointed time for the commencement of a Special General Meeting a quorum is not present, the meeting shall be dissolved.
- ~~19.5 The meeting shall stand adjourned to the same day in the next week at the same time and at the same place, and if at the adjourned meeting, the quorum is not present within half an~~

~~hour after the time appointed for the commencement of the meeting, the Members present shall be the quorum.~~

- 19.~~56~~ The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside as Chairperson at each Special General Meeting of the Club.
- 19.~~67~~ If the Chairperson and the Vice Chairperson are absent from a Special General Meeting, the Members present shall elect one of their number to preside as Chairperson at the meeting.
- 19.~~78~~ The Chairperson of a Special General Meeting at which a quorum is present may, with the consent of the meeting adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting which the adjournment took place. It is not necessary to give notice of adjournment or of business to be transacted at an adjourned meeting.
- 19.~~89~~ A motion arising at a Special General Meeting of the Club shall be determined by a show of hands, and unless before or on the show of hands a poll is demanded, the Chairperson shall declare that a resolution has, on a show of hands, been carried, or carried unanimously, or carried by a particular majority or lost.
- 19.~~910~~ If at any meeting a poll on any motion is demanded by one third of Voting Members present, it shall be taken in such a manner as the Chairperson shall direct and the resolution of the poll shall be deemed to be a resolution of that meeting on that question.
- 19.~~1011~~ Upon any request arising at a Special General Meeting of the Club, eligible Members shall have one vote only and such vote must be made in person. No form of proxy voting is provided in these Rules.
- 19.~~1112~~ In the case of equality of voting on a question, the Chairperson of the meeting is entitled to exercise a second, or casting vote.
- 19.~~1213~~ A Member is not entitled to vote at a Special General Meeting unless all monies due and payable by the Member to the Club have been paid.

## RULE 20: ALTERATION TO RULES ~~AND STATEMENT OF PURPOSE~~

- 20.1 These Rules ~~and the Statement of Purpose~~ of the Club shall not be altered except in accordance with the Act.

## RULE 20A: ALTERATION TO BY-LAWS

- 20A.1 The Board shall have the power at any time to make, alter, or repeal any By-Law of the Club that it deems necessary to effect the proper conduct and further management of the Club.
- 20A.2 A two-thirds majority of those persons voting at the Board Meeting is necessary to make or change any By-Law of the Club.
- 20A.3 A notice of any variation made from time to time of any By-Law of the Club shall be posted on the notice board of the Club for a period of fourteen (14) days next following the date that such variation was made.

## RULE 21: FUNDS

- 21.1 The ~~Manager~~Secretary of the Club must-

- a. Collect and receive all monies due to the Club and make all payments authorised by the Club; and
  - b. ~~Keep~~ correct accounts and books showing the financial affairs of the Club with full details of all receipts and expenditure connected within the activities of the Club.
  - c. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by two Members of the Board.
- 21.2 The funds of the Club shall be derived from entrance fees, annual subscriptions, donations, ~~the~~ the conduct of business by the Club as allowed by these Rules and the Law and such other sources as the Board determines.

## RULE 22: ACCOUNTS AND AUDITOR

- 22.1 The Board shall arrange for and ensure that the ~~Manager~~Secretary keeps correct accounts and books to be kept showing the financial affairs of the Club, particularly of the sums of money received and expended by the Club and the matters in respect of which such receipt and expenditure takes place.
- 22.2 Proper and correct records shall be kept of the Club property, assets, loans, income, expenses and liabilities.
- 22.3 At least once in a year, the accounts shall be examined and the correctness of the balance sheet ascertained and endorsed accordingly by one or more properly qualified auditors.
- 22.4 The auditor or auditors shall be appointed at the Annual General Meeting in each year and shall continue as such until the next Annual General Meeting following such appointment.

## RULE 23: COMMON SEAL

- 23.1 The Common Seal of the Club shall be kept in the custody of the ~~Manager~~Secretary.
- 23.2 The Common Seal shall not be affixed to any instrument except by the authority of the Board and the affixing of the Common Seal shall be attested by the signature of either two Members of the Board or one Member of the Board and of the Public Officer of the Club.

## RULE 24: CUSTODY OF BOOKS

- 24.1 Except as otherwise provided in these Rules, the ~~Manager~~Secretary shall keep in his or her custody or under his or her control all books, documents and securities of the Club.
- 24.2 ~~Members may on request inspect free of charge: The Board must on request make copies of these rules available to Members free of charge.~~
  - a. the register of Members;
  - b. the minutes of general meetings;
  - c. subject to sub rule (24.3), the financial records, books, securities and any other relevant document of the Association, including minutes of Board meetings.
- 24.3 Board may refuse to permit a Member to inspect records of the Association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Board.

- 24.4 Subject to sub rule (24.3), a Member may make a copy of any of the other records of the Association referred to in this rule and the Association may charge a reasonable fee for provision of a copy of such a record.
- 24.5 For purposes of this rule—
- Relevant documents* means the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Association and includes the following—
- a) its membership records;
  - b) its financial statements;
  - c) its financial records;
  - d) records and documents relating to transactions, dealings, business or property of the Board.

## RULE 25: INDEMNITY

- 25.1 Every officer and ordinary ~~Director~~Member of the Board acting in good faith shall be fully indemnified against any liabilities and claims arising out of or in connection with duties pertaining to his or her position within the Club; and it shall be the duty of the Board to pay all costs, losses and expenses out of the funds of the Club;
- a. Which any such ~~Director~~Member may incur; or
  - b. Become liable for by reason of any contract or act; providing that such was done by him or her in the discharge of duties of the Club.
- 25.2 No officer or ordinary ~~Director~~Member of the Board shall be liable for the acts, receipts, neglects or defaults of any other ~~Director~~Member of the Board or;
- a. For any loss or expense to the Club through the insufficiency or deficiency of title to any property acquired by order of or on behalf of the Club; or
  - b. For the insufficiency of any security in or upon which any of the monies of the Club may be invested; or
  - c. For any loss or damage arising from the bankruptcy or relevant act of any person owing monies to the Club, or with whom any monies, securities or effects shall be deposited; or
  - d. For any loss occasioned through error of judgement or oversight on his or her part; or
  - e. For any other loss, damage or misfortune which shall happen on the execution of his or her duties, or in relation thereto unless the same happens through his or her dishonesty.

## RULE 26: DEBENTURES



- 26.1 The Board may issue debentures of the Club at any time and in any form or manner and for any amount and is empowered to restrict the transfer, assignment or charge thereof, or of any of them, and for any amount. Subject to 25.2 (b).
- 26.2 The Board may raise or borrow for the purpose of the Club any sum of money by:
- a. Mortgage or charge of any property of the Club; or
  - b. Bonds or debentures charging all or any such property with or without security or otherwise as it may think fit, except that no such borrowings shall exceed 50% of capital assets of the Club without the approval of an ~~Extra~~ General Meeting of the Club.
- 26.3 The Board shall have the power to extend the period of payment of any debenture, or any part thereof, on such terms and conditions as the Board may from time to time determine, or prior to completion to remit the whole or any portion of the same, or refund any sum paid.

#### RULE 27: GAMBLING

- 27.1 No Member is permitted to make a Betting Book in the Club premises.
- 27.2 Gambling games of any description may only be permitted on Club premises when such games or machines are authorised by an Act of Parliament.

#### RULE 28: MISCELLANEOUS

- 28.1 No Member shall give any money, fee or other gift or any tip to an employee of the Club in any circumstances whatsoever except in the course of a general collection approved by the Board. Any breach of this Rule may at the discretion of the Board be deemed conduct unbecoming of a Member and prejudicial to the interest of the Club and be dealt with by the Board accordingly.

#### RULE 29: WINDING UP

- 29.1 If upon the winding up or dissolution of the Club there remains, after the satisfaction of all its debts and liabilities any money or property whatsoever, the same shall not be paid to or distributed among the Members of the Club or any of them, but shall be given or transferred or some other association, institution or body having objects similar to the objects of the Club (and which prohibits the distribution of its income and property among its Members to an extent at least as great as is imposed on the Club under and by virtue of ~~Clause 2(h) Rule 2.1.h Purposes of Club of the Statement of Purposes of the Club~~) such association, institution or body to be determined by the Members of the Club at or before the time of dissolution and in default thereof by the Supreme Court of Victoria or a judge thereof and in so far as effect cannot be given to the aforesaid, provision them to some charitable object to be determined as aforesaid.

#### RULE 30: GOVERNING LEGISLATION

- 30.1 Words or expressions contained in these Rules shall be interpreted in accordance with the Associations Incorporation Reform Act 2012 or the Act as in force from time to time.