

CONSTITUTION OF STONECUTTERS RIDGE GOLF CLUB LIMITED

ABN 67 000 065 190

Objects of Stonecutters Ridge Golf Club Limited

- 1 The name of the Company (hereinafter called the "Club") is STONECUTTERS RIDGE GOLF CLUB LIMITED.
- 2 The objects for which the Club is established are:
 - (a) To purchase lease or otherwise acquire and hold any freehold or leasehold property or any easements rights or privileges which the Club may think requisite for the purposes of or capable of being conveniently used in connection with any of the objects of the Club.
 - (b) To promote and conduct the game of Golf and such other sports games, amusements and entertainments, pastimes and recreations, indoor and outdoor as the Club may deem expedient.
 - (c) To construct establish provide maintain and conduct such golf course playing areas and grounds as the Club may determine and to construct, provide, establish, furnish and maintain club houses pavilions and other buildings containing such amenities conveniences and accommodation either residential or otherwise as the Club may from time to time determine.
 - (d) To raise money by joining fees subscriptions and other payments payable by members and to grant any rights and privileges to subscribers.
 - (e) To promote and hold, either alone or jointly with any other association, club or persons, golf meetings, competitions, matches and other sports and to offer, give or contribute towards prizes, medals and awards and to give or guarantee any prize money and expenses whether for members or other persons, and to promote, give or support functions and entertainment at the sole discretion of the club.
 - (f) To subscribe to become a member of and co-operate with any other club association or organization whether incorporated or not, whose objectives are altogether or in part similar to those of this club. Provided that the Club shall not subscribe to or support with its funds any club association or organisation which does not prohibit the distribution of its income and property among its members to the extent at least as great as that imposed on the Club under or by virtue of Clause 6 of these Objects.
 - (g) To affiliate with Golf NSW and to arrange for the representation of the Club at any corporation or other entity formed for the purpose of promoting and/or controlling Golf and/or other games sports and pastimes.

- (h) To promote and/or apply for a licence or permit or other authority under such Act or Acts as shall for the time being be in force in the State of New South Wales for the purpose of selling and/or distributing liquor and other supplies and the operation of automatic machines.
- (i) To buy, prepare, make, supply, sell and deal in all kinds of Golf apparatus used in connection with the Game of Golf and other sports games or entertainments and all kinds of provisions and refreshments required or used by the members of the Club or other persons frequenting the Club, the course grounds, Club houses or premises of the Club.
- (j) To purchase, take or lease or in exchange or otherwise acquire any lands buildings easements rights of common or property real or personal which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Club and to sell, convey, transfer, assign mortgage, give in exchange or dispose of the same.
- (k) To borrow or raise and secure the payment of money in such manner as the Club shall think fit in particular by issue of Debentures or Debenture Stock perpetual or otherwise charged upon all or any of the Club's property (both present and future) and to purchase, redeem or pay off any such securities.
- (l) To lend money to persons or companies and on such terms as may seem expedient and to carry on the business of guarantors and to guarantee or become liable for the payment of money or for the performance of any obligations and generally to transact all kinds of guarantee business and for that purpose to give securities over all or any part of the Club's business or undertaking or property both present and future.
- (m) To indemnify any person or persons whether members of the Club or not who may incur or have incurred any personal liability for the benefit of the Club and for that purpose to give such person or persons mortgages charges or other securities over the whole or any part of the real or personal property present or future of the Club.
- (n) To invest and deal with the monies of the Club not immediately required upon such securities and in such manner as may be from time to time determined and to sell, dispose of, realise or otherwise deal with any such securities.
- (o) To hire employ and dismiss staff for the club and to pay to them and to other persons in return for services rendered to the Club salaries, wages, superannuation, gratuities or pensions.
- (p) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property or rights of the Club provided that no portions of the Club premises which are the subject of a license under the Liquor Act 2007 (NSW) shall be leased whilst so licensed.

- (q) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of the Club or carrying on any business capable of being conducted so as directly or indirectly to benefit the Club.
- (r) To promote any company or companies for the purpose of acquiring all or any of the property rights and liabilities of the Club or for any other purpose which may seem directly or indirectly calculated to benefit the Club.
- (s) To insure against damage by fire or otherwise any insurable property of the Club and to insure any servant of the Club against risk of accident or fidelity in the course of their employment by the Club and to effect insurances for the purpose of indemnifying the Club in respect of claim by reason of any such risk accident or fidelity and to establish and support or aid in the establishment and support of associations institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Club or the dependents or connections of any such person and to grant pensions and allowances and to pay premiums or other amounts on such insurances, funds, pensions or allowances.
- (t) From time to time to make donations to such persons as the Club may think directly or indirectly conducive to any of its objects or otherwise expedient.
- (u) To do all or any of the abovementioned things either alone or in conjunction with any other corporation, firm, association, club or person and either as principal's agents, contractors, trustees or otherwise.
- (v) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

AND it is hereby declared that the word "club" in these Objects except when used in reference to this Club shall be deemed to include any partnership or any other body of persons whether incorporated or not incorporated and whether domiciled in the State of New South Wales or otherwise and the intention is that the objects specified in each paragraph of the clause shall except when otherwise expressed in such paragraph be independent objects and be in no way restricted by reference to or inference from the terms of any other paragraph or the name of the Club or by any object being or being deemed to be a dominant object.

- 3 The income and property of the Club howsoever derived shall be applied solely towards the promotion of the objects of the Club as set forth in these Objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the Club. Provided that nothing herein shall prevent the payment in good faith of remuneration to any officers or servants of the Club or any member of the Club or other person in return for any services actually rendered to the Club.

- 4 The liability of the Members is limited.

Each member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that they are a member or within one year thereafter for payment of the debts and liabilities of the Club contracted before the time at which they cease to be a member and of the costs, charges and expenses of winding-up and for the adjustment of rights of the contributories amongst themselves such amount as may be required not exceeding One Dollar.

- 5 If upon the winding-up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Club but shall be given up or transferred to some other institution or institutions having objects similar to the objects of the Club and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Members of the Club under or by virtue of this clause such institution or institutions to be determined by the members of the Club at or before the time of dissolution or in default thereof by such Judge of the Supreme Court of New South Wales as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.
- 6 The Constitution of the Club consists of the Objects and the Rules

Rules of Stonecutters Ridge Golf Club Limited

PRELIMINARY

- 1 In these Rules unless there is something in the subject or context inconsistent therewith the following definitions shall apply:

"Act" means the Corporations Act 2001, when any provision of the Act is referred to the reference is to that provision as modified by any law for the time being in force. Unless the contrary intention appears, expressions defined in the Act (or any modifications thereof made by any law in force from time to time) shall have meaning so defined.

"Board" means the Board of Directors of the Club and its members are Directors of the Club within the meaning of the Act.

"By-laws" shall mean and include such rules created by the Board of Directors from time to time in accordance with Rule 46 hereof.

"Chief Executive Officer" means the secretary appointed and holding office pursuant to Sections 32 and 33 of the Registered Clubs Act 1976 (NSW) and includes the Secretary/Manager and, subject to the provisions of the Registered Clubs Act 1976 (NSW), the acting Secretary and hereafter referred to as "CEO".

"Club" means STONECUTTERS RIDGE GOLF CLUB LIMITED ABN 67 000 065 190

"Club Notice Board" means a Board designated as such within the Club premises.

"Director" means a member of the Board.

"Financial Member" means a member who has paid the entry fee and the annual subscription in respect of that member's category of membership to the Club within thirty (30) days of the due date for payment or within such further time as the Board shall in respect of any member or members allow and shall have paid all other monies due to the Club within fourteen days after formal demand has been made therefore in pursuance of a Resolution of the Board,

"General Meeting" means a meeting of Voting Members.

"Golf Committee" means a sub-committee as appointed by the Board from time to time to carry out functions of the Club as determined by the Board.

"Golfing Member" means and includes any Financial Member over the age of eighteen years who is a 7 day member. Only a "Golfing Member" is eligible to be elected to the Board of Directors.

"Month" means calendar month.

"Office" means the registered office for the time being of the Club.

"Officer" means an officer as defined in the Act, and includes all Directors and the Chief Executive Officer.

"Participation Entitlement" includes a Voting Entitlement and a Restricted Voting Entitlement.

"Register" means the Register of Members to be kept pursuant to the Act.

"Restricted Voting Entitlement" means the right to attend and vote in the election of the Board at a General Meeting of the Club and all resolutions before General Meetings except those resolutions pertaining to the classification of membership and voting rights of membership classes, but does not include the right to nominate for or hold an office of the Club.

"Special Resolution" means a formal decision requiring a high level of member support being at least 75% of votes cast by voting members.

"Temporary Member" means a short term 7 day member, 6 day member or 5 day member with no voting rights.

"Voting Entitlement" means the right to participate in the management of the Club, attend or vote at General Meetings, nominate for or hold an office of the Club.

"Voting Member" means a Golfing Member, Life Member, 5 Day Member, 6 Day Member, Intermediate Member and Associate member who is also a Financial Member.

2 Words importing the singular number also include the plural and vice versa and masculine include the feminine and vice versa. Words importing persons include corporations.

3 The Board shall pay out of the assets of the Club costs charges and expenses of and incidental to the preparation of the Constitution and any amendments thereto

MEMBERS

- 4 The number of members with which the Club is registered is 2,000 and the Board may from time to time register any increase of members.
- 5 (a) Membership of the Club shall consist of Life Members, Golfing Members, 5 Day Members, 6 Day Members, Intermediate Members, Associate Members and such other categories of membership as are approved by the Board and set out in clause 5B. Life Members and Golfing Members shall have all the rights and privileges of members of this Club. Only Life Members and Golfing Members have Voting Entitlement. 5 Day Members, 6 Day Members, Intermediate Members and Associate Members shall have a Restricted Voting Entitlement.
- (b) Membership shall also consist of Non Playing Members, Junior Members, Country Members, Honorary Members, Temporary Members and such other categories of Member as may be determined from time to time by the Board.
- (c) For the avoidance of doubt, Non Playing Members, Junior Members, Intermediate Members, Associate Members, Country Members, Honorary Members, 5 Day Members and 6 Day Members and Golfing Members are ordinary members for the purposes of Registered Club Act 1976.
- 6 (a) Subject to Rules 19, 20 and 21 no person shall be admitted to membership of the Club unless and until they have signed an application for Membership which shall include the following:
- "To the Board of Stonecutters Ridge Golf Club Limited, I, _____ of _____ desire to become a member of the Stonecutters Ridge Golf Club Limited and request you to enter my name on the Register of Members accordingly and I agree to be bound by your Constitution.
- DATED this _____ day of _____ 20____
- Signed
- (b) No person shall be admitted as a member of the Club who is under the age of eighteen years unless the members proposing and seconding the admission of such members have attained the age of eighteen years.

ELECTION OF MEMBERS

- 7 A person admitted to membership with Restricted Voting Rights shall not be eligible for election to the Board.
- 8 A nominee for membership in any class of membership except Non Playing membership must complete the nomination form and be proposed and seconded by a Golfing Member, Life Member, 6 Day Member or 5 Day Member each of whom is of at least 12 months standing. A nominee for Non Playing membership must complete the nomination form which will be signed by the Secretary. A nominee for Non Playing membership will not require a proposer or seconder. A person will not be admitted to membership except within a class as described in Rule 5.
- 9 The nomination form shall set out the full name, address and occupation of the nominee and shall be in the form and containing such particulars as may from time to time be required by the Registered Clubs Act 1976 and shall be signed by the proposer and seconder (if a proposer and seconder is required) and the nominee. The nomination form shall be lodged with the Secretary of the Club who shall forthwith cause the same to be exhibited in a conspicuous place in the Club house for a continuous period of not less than one week. A person under the age of eighteen years shall not propose or second a person for admission as a member.
- 10 The Board may on the written application of a member transfer that member from any class of membership to another class of membership. Any member so transferred shall not be entitled to any refund or reduction of any entrance fee or subscription paid by or payable by them for the then financial year.
- 11 Upon such approval being granted the nominee shall become a Member of the Club and will be bound by the Constitution of the Club. The Secretary shall forthwith advise such nominee of their election and class of membership for which they have been elected and shall also forward to such nominee a copy of the Constitution of the Club. In the event of any nomination for Membership not being approved all monies lodged shall be returned to the nominee forthwith.
- 12 Any nominee elected during the financial year to any class of membership shall in respect of that financial year pay on a pro rata basis the fees due at the time of joining calculated on the month or part thereof remaining and taken to the next nearest ten dollars (\$10.00).
- 13 The entrance fees, subscriptions or payments payable by members of the Club shall be such as the Board may from time to time prescribe provided that:
 - (a) The annual subscription shall not be increased by more than 5% or CPI above the prior year's subscription (whichever is the greater or another amount less than that as determined by the Board at its sole discretion) without the prior approval of a General Meeting of members;
 - (b) The annual subscription payable by members shall not be less than ten dollars (\$10.00). plus GST
 - (c) Notwithstanding the provisions of clause 14(a) & (b) the Board may impose a charge on members to be credited to the member's house account for the use by the Member in making purchases at the bar ("The House Account"). Any unspent monies from this initial charge on a members account at the commencement of each membership year will be forfeited.

- 14 Subscriptions shall be paid annually, quarterly or monthly in advance as the Board may determine. Annual subscriptions shall be due for payment on the first day of August in each year.
- 15 If the entrance fees, subscriptions or payments of any member shall not be paid within a period of thirty (30) days from the date upon which it shall fall due for payment, the defaulting member shall be barred from all privileges of membership and their name shall be removed from the Register of Members by the Board and they shall be disqualified by the Board from all Club competitions in which they are participating.

PATRONS

- 16 Patrons may be appointed from time to time by the members in General Meeting and they shall thereupon be deemed to be Honorary Members of the Club.

LIFE MEMBERS

- 17 Any Member who has rendered long or meritorious service to the Club may on account of service or for any other commendable reason be elected at any General Meeting, a Life Member of the Club provided the Board has at its sole discretion confirmed that the person nominated complies with the criteria set out in the By-laws. Every life member shall be entitled to all privileges of Golfing members and shall not be liable for any subscription or levy.

HONORARY MEMBERS

- 18 The following may at the discretion of the Board be made Honorary Members of the Club:
 - (a) The Patron or Patrons for the time being.
 - (b) Any Honorary Member (other than a Life Member) shall be entitled only to the social privileges of the Club and to play golf and such other games, recreations and pastimes as determined by or on the invitation of the Board from time to time. Honorary members only shall be relieved of any obligation or liability with respect to the payment of entrance fees and/or subscriptions provided such Honorary memberships shall be for no greater period than one month. The Secretary shall keep appropriate records of the names and addresses of all such Honorary members. Such record shall specify the occasion or period in respect of which such Honorary membership is granted. The Board shall have the power to cancel the membership of any Honorary Member without notice providing any reason.

TEMPORARY MEMBERS

- 19 An interstate or overseas visitor may be admitted as a Temporary Member, on payment of such subscription as may be determined by the Board.

NON PLAYING MEMBERS

- 20 Non Playing Members may be admitted who shall enjoy the full use of the Club house but who shall not be entitled to take part in any golf competition played outside the Club house nor shall they be entitled to participate in the management and control of the Club including attendance and voting at meetings, nominating for and holding office nor any other rights and privileges associated with the management and control of the Club.

JUNIOR MEMBERS

- 21 (a) Any person under eighteen years of age being a son, daughter or grandchild of a Golfing Member may be admitted as a Junior Member provided they have met the necessary criteria as set out in the by-laws.
- (b) Any person under eighteen years of age not the son, daughter or grandchild of a Golfing Member may be admitted as a Junior Member provided that they have met the necessary criteria as set out in the by-laws.
- (c) Junior Members shall have the privilege of playing over the links or parts thereof subject to such conditions and restrictions as the Board may from time to time impose.
- (d) Junior Members do not have Voting Entitlement nor Restricted Voting Entitlement but shall be entitled to use such parts of the Club house as the licensing laws may from time to time prescribe but no liquor shall be sold or supplied to any Junior Member under the age of eighteen years.
- (e) Upon a Junior Member attaining the age of eighteen years they may be nominated for election as a Golfing Member. Any Junior Members so nominated shall be entitled to be submitted in priority to other candidates for election and, if admitted as a Golfing Member, shall pay as a first subscription as a Golfing Member, the annual subscription for a Golfing Member reduced proportionately for that part of the subscription period in which the Member was a Junior Member. Such nominee may be charged additional fees for the transfer to Golfing Member for the then current year as determined by the Board.

INTERMEDIATE MEMBERS

- 22 (a) Any person over the age of eighteen years and under the age of twenty-eight years who has satisfied the Board that they comply with the criteria for admission to this category of membership as set out in the by-laws.
- (b) Admission as an Intermediate Member of the Club shall be at the sole discretion of the Board
- (c) Intermediate Members shall enjoy the privilege of playing over the links subject to such conditions and restrictions as the Board may from time to time impose.

- (d) Intermediate Members do not have Voting Entitlements nor Restricted Voting Entitlements.
- (e) Upon an Intermediate member attaining the age of twenty eight years or earlier, they may seek nomination for election as a Golfing Member.

5 DAY MEMBERS AND 6 DAY MEMBERS

- 23 (a) The Board may approve the admission of 5 Day Members and 6-day Members to the Club.
- (b) 5 Day Members are, subject to the By-laws, entitled to take part in any game played outside the Clubhouse on the days of Monday to Friday inclusive (including any public holiday that falls on one of those days).
 - (c) 5 Day Members are not entitled to take part in any game played outside the Clubhouse on the days of Saturday and Sunday.
 - (d) The annual subscription payable by a 5 Day Member shall be 70% of the annual subscription that is payable by a Golfing Member.
 - (e) 6 Day Members are, subject to the By-laws, entitled to take part in any game played outside the Clubhouse on the days of Sunday to Friday inclusive (including any public holiday that falls on one of those days),
 - (f) 6 Day Members are not entitled to take part in any game played outside the Clubhouse on the day of Saturday.
 - (g) The annual subscription payable by a 6 Day Member shall be 80% of the annual subscription that is payable by a Golfing Member.
 - (h) 5 Day Members and 6 Day Members shall enjoy the full use of the Clubhouse.

5 Day Members and 6 Day Members have Restricted Voting Entitlement.

ASSOCIATE MEMBERS

- 24 (a) The Board may approve the admission of Associate members to the Club.
- (b) An Associate Member is a lady member who, subject to the by-laws, is entitled to take part in any games outside the Clubhouse on Sunday and the nominated ladies competition day.

GOLFING MEMBERS

- (a) The Board may approve the admission of Golfing Members to the Club.
- (b) A Golfing Member is a 7 day member and includes any Financial Member over the age of eighteen years. Only a Golfing Member is eligible for election to the Board.

ADDRESS OF MEMBERS

- 26 Members shall from time to time communicate their addresses to the Secretary of the Club and advise the Secretary of any changes of addresses which may occur.

REGISTERS

- 27 The following Registers shall be kept by the Club:
- (a) A Register of persons who are members of the Club. This register shall set forth the name in full, occupation and address of each member, the class of membership in accordance with Rule 5 and the date on which they last paid the annual fee for membership of the Club.
 - (b) A Register of members who are Honorary Members or Temporary Members. The Register shall set forth the name in full and the address of each Honorary Member and each Temporary Member (other than a Temporary Member referred to in the proviso below) and where that member has been admitted to membership for a limited period, the dates on which the period commences and ends. PROVIDED HOWEVER no register is required to be kept by the Club in the case where a full member of any other registered club who at the invitation of the Board or of a full member of the Club (that is to say the host club) attends on any day at the premises of the host Club for the purpose of participating in a game or competition of a sporting or athletic nature to be conducted by the host club on that day. Such visitor shall be a Temporary Member of the host club from the time on that day when they so attend the premises of the host club until the end of that day.

SUSPENSION AND EXPULSION

- 28 If any member shall infringe any of the Rules of the Club or the By-laws thereof or be (in the opinion of the Board) guilty of any conduct prejudicial to the interests of the Club or be guilty of conduct which in the opinion of the Board shall render him or her unfit for membership, the Board shall have power to reprimand, suspend for such period as it considers fit, accept the resignation of or expel such Member and erase their name from the Register of Members.
- 29 No member shall be suspended or expelled unless such member shall by notice in writing by email or a registered letter sent to their last known address or email address be notified of the charge against them at least fourteen clear days before the meeting of the Board at which such charge is to be heard. The member charged shall be entitled to attend the hearing for the purpose of answering the charge. No motion by the Board to suspend or expel a member shall be deemed to be passed unless a majority of the Directors of the Board vote in favour of such motion. If the member fails to attend at the time and place mentioned without reasonable excuse the charge or complaint shall be heard and dealt with and the Board will decide on the evidence before it the Member's absence notwithstanding. Any decision of the Board on such hearing or any adjournment thereof shall be final and the Board shall not be required to assign any reason for its decision. The Board may at its discretion order the refund of any subscription or any part of it to any Member during the current financial year in which the member shall be expelled or suspended.

RESIGNATION / CESSATION OF MEMBERSHIP

- 30 A Member may at any time by giving notice in writing to the Secretary resign their membership from the Club, but shall continue to be liable for any annual subscriptions and all arrears thereof due and unpaid at the date of their resignation. Every person ceasing to be a Member of the Club shall forfeit all right to or claim upon the Club which they would have by reason of membership and in no case is membership transferable. The Board at its sole discretion may agree to a rebate or partial rebate of any fully paid subscriptions, or waiver of any unpaid subscriptions if they believe there are exceptional circumstances.

BOARD OF DIRECTORS

- 31 Subject as herein provided the business and general affairs of the Club shall be under the management of the Board, which shall consist of a Chairperson, a Vice Chairperson, an Honorary Treasurer and six other Golfing Members. The Board of the Club shall be responsible for the management of the business and affairs of the Club and shall be elected at a General Meeting every two years by the members present and entitled to vote. Entitlement to vote does not mean that they are required to vote. A full term of Directorship shall be two years and retiring members of the Board shall be eligible for re-election. A person shall not hold office as a member of the Board without being a Golfing Member of the Club.
- 32(a) Prior to the General Meeting at which voting for the Board of Directors is to take place, nominations shall be called for the positions of Chairperson, Vice Chairperson and Honorary Treasurer of the Board. Nominations for election of Chairperson, Vice Chairperson and Honorary Treasurer shall be made in writing signed by two (2) Voting Members of the Club and signed by a nominee who must be a Voting Member of the Club and shall be delivered to the Secretary. The Secretary shall forthwith post the nomination on the Club Notice Board. No employee of the Club shall be entitled to hold any position on the Board.
- (b) Voting for the positions of Chairperson, Vice Chairperson and Honorary Treasurer shall take place every two years at the annual General Meeting. Prior to the commencement of voting for these positions, the nominees for each position shall acknowledge their acceptance of the position based on voting at the Annual General Meeting. The positions of Chairperson, Vice Chairperson and Honorary Treasurer shall be held by the nominee who receives the most number of votes for each position at the Annual General Meeting.
- (c) The election for the remaining members of the Board shall be conducted in accordance with Rule 38.
- (d) The ballot shall be counted by two or more scrutineers appointed by the Chairperson of the Meeting. A nominee for the position of Chairperson, Vice Chairperson or Honorary Treasurer or for the remaining members of the Board shall not be a scrutineer. The decision of the scrutineers in relation to the number of votes received by each nominee for the positions of Chairperson, Vice Chairperson and Honorary Treasurer and for each position on the Board shall be final and binding and an equality of votes shall be dealt with in accordance with Rule 38C.

- 33 The Board shall meet once in each calendar month (hereinafter called the "Regular Monthly Meeting") for the transaction of business, or when it deems it necessary. A record of all members of the Board present and of all resolutions and proceedings of the Board shall be entered into a minute Book to be provided for that purpose. The Chairperson shall preside at every Meeting of the Board or if at any meeting he or she is not present or, being present is unwilling to chair the meeting the Vice Chairperson shall act as Chairperson of the meeting. If the Vice Chairperson is not present or, being present is unwilling to act as Chairperson, then the members present may elect their own Chairperson for that meeting. The Chairperson shall in any case where the voting is equal have a casting vote as well as a deliberative vote. The quorum for a meeting of the Board will be five members of the Board. A meeting of the Board may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw his or her consent within a reasonable period before the meeting.
- 34 The Chairperson or Vice Chairperson may convene a Special Meeting of the Board at any time and the Secretary shall convene a Special Meeting of the Board upon the request of not less than four members of the Board.
- 35 Subject to the provisions of these Rules the Members in General Meeting may by ordinary resolution remove any member or members of the Board or the whole of the Board before the expiration of their period of office and may by ordinary resolution appoint another person or persons in their stead. Any person so appointed shall hold office during such time only as the person in whose place he or she is appointed would have held the same if he or she had not been so removed.
- 36 The office of a Director will be immediately vacated, and a casual vacancy thereby created, if that person:
- (a) d i e s ;
 - (b) becomes disqualified from managing any company under Part 2D.6 of the Act and is not given permission to manage the Club under Sections 206F or 206G of the Act;
 - (c) fails to disclose in accordance with the Act the nature of any material personal interest in a matter that relates to the affairs of the Club;
 - (d) becomes of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (e) is absent from meetings of the Board for a continuous period of 3 months without leave of absence from the Board;
 - (f) by notice in writing given to the Club, resigns from office;
 - (g) becomes prohibited from being a Director by reason of any order made under the Registered Clubs Act;
 - (h) becomes an employee of the Club; or
 - (i) ceases to be a Golfing Member.

- 37 (a) A Director must in accordance with Sections 191 or 192 of the Act disclose to the first practicable meeting of the Board any material personal interest which that Director has in a matter that relates to the affairs of the Club. "Material personal interest" for the purposes of this Constitution includes but is not limited to an interest in a contract or proposed contract which involves the Club.
- (b) The disclosure must include details of the nature and extent of the Director's material personal interest and the relation of that interest to the affairs of the Club. The disclosure must be recorded in the minutes of that meeting of the Board.
- (c) Without limiting the application of Section 191(2) of the Act, paragraph (b) does not apply to an interest:
- (i) which the Director has as a member of the Club and which is held in common with the other members of the Club; or
 - (ii) which relates to a contract that insures, or would insure, the Director against liabilities the Director incurs as an officer of the Club (but only if the contract does not make the Club or a related body corporate the insurer).
- (d) A Director who has a material personal interest in a matter that is being considered at a meeting of the Board:
- (i) must not vote on the matter (or in relation to a proposed resolution under paragraph (e)(1) in relation to the matter); and
 - (ii) must not be present while the matter (or a proposed resolution of that kind) is being considered at the meeting.
- (e) Paragraph (d) does not apply if:
- (i) the Board has passed a resolution that identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the Club, and states that those other Directors voting for the resolution are satisfied that the interest should not disqualify the Director from voting or being present; or
 - (ii) the Australian Securities and Investments Commission has declared or ordered in accordance with Section 196 of the Act that the Director may be present while the matter is being considered at the meeting, vote on the matter, or both be present and vote.
- (f) Section 39 of the Registered Clubs Act will apply if a Director discloses an interest in a contract or proposed contract which involves the Club.

ELECTION OF BOARD OF DIRECTORS

- 38 (a) Refer to 32 above.
- (b) If there is not a nomination for an office or if a person or persons nominated for such office declare at the General Meeting at which voting is to take place that verbally or in writing they are unwilling to stand for that office or if the number or numbers required for election as Members of the Board be not nominated the Members may propose and second orally at such Annual General Meeting Golfing Members to fill any such office or offices. If there be more than the required number nominated for election an election by ballot shall take place but if there is only the requisite number the Chairperson shall declare those nominated to be duly elected.
- (c) The ballot shall be counted by two or more scrutineers appointed by the Chairperson of the Meeting. A candidate for the position shall not be a scrutineer and in the event of any equality of votes in favour of two or more candidates the Chairperson of the Meeting shall draw lots between the candidates having an equality of votes so as to ensure the election of the necessary number to fill the vacancies.

VACANCIES ON THE BOARD

- 39 If the office of any officer becomes vacant the Board must within a period of three (3) calendar months of such vacancy occurring appoint a successor to that office to hold that office until the next Annual General Meeting of the members at which a ballot is conducted.

MANAGEMENT OF CLUB BUSINESS

- 40 The management of the business of the Club shall be vested in the Board and the Board may exercise all such powers and do all such acts and things as the Club is by its Objects, or otherwise, authorised to exercise and do and which are not, by these Rules or by statute, directed or required to be exercised or done by the Club in General Meeting. But subject nevertheless to the provisions of the Act and of these Rules and to any regulations not being inconsistent with these Rules from time to time made by the Club in General Meeting PROVIDED THAT no such meetings shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- 41 The Board may delegate any of its powers to Committees or sub-Committees consisting of such member or members of its body and/or such members of the Club as it may from time to time think fit and may from time to time revoke such delegation. Any Committee or sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulation or restriction that may from time to time be imposed upon it by the Board. The Chairperson shall be ex-officio a member of all such Committees and sub-Committees. The meetings and proceedings of any Committee or sub-Committee consisting of two (2) or more members shall be governed by the provisions herein contained for regulating such meetings and proceedings unless superseded by any regulations made by the Board under this clause.
- 42 The Board may from time to time at its discretion borrow or secure the payment of any sum or sums of money for the purposes of the Club.

- 43 The Board may raise or secure the payment or repayment of such monies in such manner and upon such terms and conditions in all respects as it may think fit and if considered advisable for any such purposes the Board may charge assign and convey as security all or any of the Club's property and assets both present and future.
- 44 The appointment, discharge and arrangement of the duties and powers of the CEO of the Club shall be the responsibility of the Board who shall determine the remuneration and terms of employment of such CEO.
- 45 The Board may from time to time alter and repeal all such By-laws as it may deem necessary or expedient for the proper conduct and management of the Club or in any way in relation thereto and in particular, but not exclusively, it may by By-laws regulate:
- (a) Such matters as they are specifically by these Rules empowered to do.
 - (b) The general management control and trading activities of the Club.
 - (c) The control and management of the Club premises.
 - (d) The management and control of play and dress on the links.
 - (e) The upkeep and control of the links.
 - (f) The control and management of all competitions.
 - (g) The conduct of members.
 - (h) The privileges to be enjoyed by members.
 - (i) The relationship between the members and Club servants.
 - (j) And generally all such matters as are commonly the subject matter of Club Rules or By-laws or which by the Objects and the Rules are not reserved for decision by the Club in General Meeting.
- 46 Any By-laws made under these Rules shall come into force and have the full authority of a By-law of the Club on being posted upon the Club Notice Board.

GENERAL MEETINGS

- 47 A General Meeting shall be held once at least in every calendar year at such time and place as may be determined by the Board but within five months of the close of the financial year. Such meetings shall be called Annual General Meetings.
- 48 The Board may whenever it thinks fit convene an Extraordinary General Meeting and it shall on the requisition of not less than 5% of members of the Club having, at the date of the deposit of the requisitions at the Office of the Club, a right to vote at General Meetings of the Club forthwith proceed to convene an Extraordinary General Meeting of the Club and in the case of such requisition the following provisions shall effect:
- (a) The requisition must state any resolution to be proposed at the meeting, be signed by the requisitionists and deposited at the Office, and may

consist of several copies of the requisition if the wording of the requisition is identical in each copy.

- (b) If the Board does not within twenty-one days from the date of the requisition being so deposited duly proceed to convene the meeting to be held the requisitionists or any of them may themselves convene the meeting but any meeting so convened shall not be held after the expiration of three months from the date of the deposit.
 - (c) In the case of a meeting at which a resolution is to be proposed as a special resolution the Board shall be deemed not to have duly convened the meeting if it does not give such notice as is required by Section 249L of the Act.
 - (d) Any meeting convened under this Clause by the requisitionists shall be convened in the same manner or as nearly as possible as that in which meetings are convened by the Board.
 - (e) Any reasonable expenses incurred by the requisitionists in convening any such meeting shall be repaid to the requisitionists by the Club.
- 49 Subject to the conditions set out in Rule 5, Voting Members shall be the only members entitled to attend and to vote at Annual General Meetings or Extraordinary General Meetings of members. Each such member shall have one (1) vote.
- 50 Notice of General Meetings shall be given in accordance with the Act. Subject to any requirements of the Act varying the same notice shall be as follows:
- (a) In respect of General Meetings, including the Annual General Meeting, 21 days.
 - (b) In respect of any Extraordinary General Meetings or Meetings at which special business is to be transacted, or special resolutions proposed, twenty-one (21) days.
 - (c) Such notice shall specify the place, date and time of the meeting and, in the case of any special business, the general nature of that business.
 - (d) The accidental omission to give notice of the meeting to or the non-receipt of the notice of the meeting by any member shall not invalidate the proceedings at such meeting.
- 51 An employee of the Club shall not vote at any meeting of the Club or the Board or at the election of the Board.

PROCEEDINGS AT GENERAL MEETINGS

- 52 The business of any Annual General Meeting shall be to receive and consider the Financial Statements, the Balance Sheet and Trading Accounts and the Reports of the Board and of the Auditors and to elect an Auditor or Auditors. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed Special and notice thereof shall be inserted in the notice convening the meeting. Election of Directors shall only take place every two years.

- 53 No business shall be transacted by any General Meeting of Members unless a quorum of members is present at the time when the meeting proceeds to business. A quorum at all Annual General Meetings and all Extraordinary Meetings shall be not less than fifty (50) members present and entitled to vote.
- 54 If within fifteen minutes from the time appointed for the meeting a quorum is not present the Meeting if convened upon the requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day during the next week at the same time and place or to such other day time and place as the Board may by notice to the members appoint but such period shall not exceed twenty-one days. If at such adjourned meeting a quorum is not present members who are present shall constitute a quorum and may transact the business for which the meeting was called.
- 55 The Chairperson shall be entitled to take the Chair at every General Meeting. If the Chairperson is not present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act then the Vice Chairperson shall act as Chairperson. If the Vice Chairperson is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act then a member of the Board or a Golfing Member of the Club as the Meeting shall determine shall act as Chairperson.
- 56 Every question submitted to a meeting shall be decided by a show of hands and in the case of an equality of votes the Chairperson shall have a casting vote. A person shall not as the proxy of another person:
- (a) Attend or vote at any meeting of the Club or of the Board or of any Committee or sub-Committee thereof; or
 - (b) Vote at any election of a member of the Board as the proxy of another person.
- 57 At any General Meeting a declaration by the Chairperson that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 58 The Chairperson of a General Meeting may with the consent of the meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. A resolution passed at any adjourned Meeting shall for all purposes be treated as having been passed on the date when it was in fact passed and shall not be deemed to have been passed on any earlier date.
- 59 Minutes of all resolutions and proceedings at General Meetings shall be made in a book provided for that purpose and any such minute shall be signed by the Chairperson of the meeting to which it relates or by the Chairperson of the next succeeding meeting and if purporting to be so signed shall be accepted as evidence of the facts therein stated without further proof.

ACCOUNTS AND AUDIT

- 60 The Board shall cause proper accounts and records be kept with respect to all monetary and all other transactions of the Club pursuant to Section 286, 287 and 288 of the Act.
- 61 The books of account shall be kept at the Registered Office of the Club or at such other place as the Board thinks fit and shall at any time be available for the inspection of Members of the Board in pursuance of any resolution to that effect by the Board.
- 62 The Board shall comply with the provisions of Section 292, 295, 296, 297, 298, 299 and 300 of the Act and once in every calendar year lay before the Club in General Meeting a Balance Sheet as at the end of the Club's financial year and an Income and Expenditure Account made up to the end of financial year. Such Balance Sheet and Income and Expenditure Account shall be accompanied by all documents required by law to be annexed thereto. The report of the Board in addition to the statutory requirements shall include the following:
- (a) The number of members of each class registered in the Register of Members at the date of the preparation of the report.
 - (b) The names of the members of the Board.
- 63 The Club must, within 4 months after the end of the Club's financial year or not less than 21 days before each Annual General Meeting (whichever is the earlier), send to each member of the Club, but subject to Section 316 of the Act, either:
- (a) a copy of the financial report required under Section 295 of the Act, a copy of the directors' report required under Section 298 of the Act and a copy of the auditor's report required under Section 308 of the Act; or
 - (b) a copy of the concise report that complies with Section 314(2) of the Act.
- 64 The financial year of the Club shall commence on the first day of September and end on the last day of August in each year.
- 65 Auditors shall be appointed and their duties regulated in accordance with Section 327, 328, 329, 330 and 331 of the Act and their remuneration shall be fixed by the Board.

HONORARY TREASURER

- 66 The Honorary Treasurer shall cause to be kept correct accounts and books showing the financial affairs of the Club and the particulars usually shown in books of account of a like nature and shall cause to be paid into such bank as the Board may from time to time direct to the credit of the Club all moneys received and shall submit a statement of financial affairs of the Club to the Annual General Meeting in each year such statement having been previously verified by the Auditor. The Honorary Treasurer shall present to the Board at each monthly meeting a summary of the financial position of the Club.

CHIEF EXECUTIVE OFFICER (CEO)

- 67 (a) The CEO shall be appointed by the Board in accordance with the terms of Rule 45 and his or her job specification will be that laid down in the Club Managers award
- (b) The CEO shall:
- (i) carry out all duties and instructions which the Board shall direct;
 - (ii) convene and if requested attend Meetings of the Board and of Committees and sub-Committees taking minutes of the business transacted at those meetings and shall enter them in the Minute Book;
 - (iii) conduct and produce the correspondence in connection with the Club;
 - (iv) keep at the Club premises a register containing the names addresses and occupations of all members, the class of membership to which each member belongs and a record showing the dates of payment and all other moneys due by them;
 - (v) post on the Club Notice Board all notices required to be so posted either by these rules or as directed by the Chairperson or Board;
 - (vi) prepare and submit to the Board for approval the Annual Report of the Club's affairs for presentation to the Annual General Meeting;
 - (vii) apply within the time prescribed for such registration and renewals required by Statute or regulations made thereunder as are necessary for the business and carrying on of the Club and
 - (viii) comply with such rules and requirements of Golf NSW as affect the Club;
 - (ix) generally perform and carry out all the duties pertaining to the office of CEO for the benefit of the Club and the well being of its members.
- (c) At any time there shall only be one CEO of the Club.

EXECUTION

- 68 The Club may execute a document (including a deed) without using the Seal if that document is signed by:
- (a) 2 Directors; or
 - (b) one Director and the Secretary.

NOTICES

- 69 (a) The Club may give a notice to any member either:
- (i) personally; or
 - (ii) by sending the notice by pre-paid post to the address of the member recorded for that member in the Register of Members; or
 - (iii) by sending the notice to the last known email address nominated by the member.
- (b) Where the Club gives a notice personally, the notice is taken to have been given to the member on that day.
- (c) Where the Club sends a notice by post, the notice is taken to have been given to the member:
- (i) in the case of a notice of meeting, on the day following that on which the notice was posted; or
 - (ii) in any other case, at the time at which the notice would have been delivered in the ordinary course of post.
- (d) Where the Club sends a notice by email, the notice is taken to have been given to the member on the day following that on which the notice was sent.
- 70 Any member whose registered place of address is not in the Commonwealth of Australia may from time to time notify in writing to the Club an address in the Commonwealth of Australia which shall be deemed the registered place of address within the meaning of Rule 69.
- 71 As regards those members who have no registered place of address in the Commonwealth of Australia a notice posted up in the Club premises shall be deemed to be properly served on such members at the expiration of twenty-four (24) hours after it is so posted up.
- 72 In proving service of a notice by post it will be sufficient to prove that the letter, envelope or wrapper containing the notice was put into the post office or some postal receptacle. A certificate in writing signed by the Secretary or other officer of the Club that the letter envelope or wrapper containing the notice was so addressed and posted shall be prima facie evidence thereof.
- 73 Any notice or document sent by post whether by posting at a post office or in some postal receptacle to or left at the registered address of any member in pursuance of these Rules shall notwithstanding such member by then being deceased and whether or not the Club has notice of their death be deemed to have been duly served and such shall for all purposes of these Rules be deemed a sufficient service of such notice or document on their heirs, executors or administrators.
- 74 The signature to any notice to be given by the Club may be written or printed.
- 75 Where a given number of days' notice or notice extending over any period is required to be given the day of service shall unless it is otherwise provided be counted in such number of days or other period.

INDEMNITY TO OFFICERS

- 76 (a) Every person who is or was an officer of the Club may if the Board so determines be indemnified, to the maximum extent permitted by law, out of the property of the Club against any liability (other than a liability for legal costs) to another person incurred as such an officer except in relation to:
- (i) a liability owed to the Club or a related body corporate; or
 - (ii) a liability for a pecuniary penalty order under Section 1317G of the Act or a compensation order under Section 1317H of the Act; or
 - (iii) a liability that is owed to someone other than the Club or a related body corporate and did not arise out of conduct in good faith.
- (b) Every person who is or was an officer of the Club may if the Board so determines be indemnified, to the maximum extent permitted by law, out of the property of the Club against any legal costs incurred as such an officer except:
- (i) in defending or resisting proceedings in which the person is found to have a liability for which the person could not be indemnified under Section 199A (2) of the Act; or
 - (ii) in defending or resisting criminal proceedings in which the person is found guilty; or
 - (iii) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the Court to have been established; or
 - (iv) in connection with proceedings for relief to the person under the Act in which the Court denies the relief.
- (c) The Club may pay a premium for a contract insuring a person who is or was, an officer of the Club against a liability (other than one for legal costs) arising out of that person's conduct as such an officer except in relation to:
- (i) Conduct involving a willful breach of duty in relation to the Club; or
 - (ii) a contravention of Sections 182 or 183 of the Act.

- 77 No officer of the Club shall be liable for the accounts receipts neglects or defaults of any other officer or for the joining in any receipts or other act of conformity or for any loss or expense happening to the Club through the insufficient or deficiency of any securities in or upon which any of the monies of the Club shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any persons with whom any monies, securities or effects shall be deposited or for any loss damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own negligence, default or breach of duty of trust.

COMPETITIONS

- 78 The Board shall oversee by way of delegation to the relevant Golf Committee all competitions and matches and their decision on all points connected therewith shall be final. The Rules of the game of Golf as adopted from time to time by the Royal and Ancient Golf Club of St. Andrews except in so far as they are or may be modified by the bodies controlling for the time being the game of golf in New South Wales and by the By-laws and local rules of the Club shall be the Golf Rules of this Club.
- 79 No member of any class shall compete for any prize whilst he or she shall be more than one (1) calendar month in arrears as to any money due by him or her to the Club. Penalty for any breach of this Rule shall be disqualification. The acceptance of any entrance fee for any competition by any officer or servant of the Club shall not exonerate any member from this penalty.

LIQUOR AND GAMBLING

- 80 (a) No liquor shall be sold or supplied to any person under the age of eighteen years.
- (b) No person under eighteen years of age shall use or operate or be allowed to use or operate poker machines on the Club's premises.
- (c) Further to the above liquor shall not be sold or supplied to any person nor shall any person be permitted to use or operate poker machines on the Club premises except in accordance with the Liquor Act 1982 and the Registered Clubs Act 1976 (and any Acts amending or replacing those Acts from time to time).

GENERAL

- 81 No payment or part payment of the remuneration of the CEO or other servant of the Club shall be made by way of commission or allowance from or upon the receipts of the Club for liquor supplied.
- 82 The Rules shall be read and construed subject to the provisions of the Liquor Act 1982, the Registered Clubs Act 1976 and any Acts amending or replacing the same and to the extent that any of the provisions in these Rules are inconsistent with such Acts and might prevent the Club being registered under the provisions of the Registered Clubs Act they shall be inoperative and have no effect.
- 83 The Club is a non proprietary Club. The profits and other income of the Club shall be applied to the promotion of the purposes for which the members of the Club are associated together and no payment of any dividends or distribution of profits or income to or amongst the members of the Club shall be made PROVIDED THAT nothing herein contained shall prevent the payment by way of honorarium to any officer of the Club for services actually rendered to the Club provided the same is approved by the members at the Annual General Meeting in accordance with the provisions of the Corporations Act 2001.