

Rules
of
The Oxley Golf Club Inc

Approved on: _____

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Rules of the Oxley Golf Club Inc

1. PRELIMINARY

1.1 Name of the Association

- (a) The name of the incorporated association shall be "The Oxley Golf Club Inc" (in these Rules called "the Club").
- (b) The Board may from time to time approve an appropriate trading name for the Association.

1.2 Address

The address of the office of the Club is 290 Boundary Road, Oxley Queensland 4075.

1.3 Meaning of certain words

- (a) In the interpretation of these Rules, unless the context or subject matter otherwise require:
 - i. words importing any gender include the other genders;
 - ii. singular words include the plural and vice versa;
 - iii. references to any Laws or Acts include amendments, consolidation or replacements to these Laws or Acts and all regulations, orders in council, rules, By-laws and ordinances made under these;
 - iv. where a word or a phrase is given a particular meaning in legislation, then that same meaning is to apply wherever these Rules relate to that piece of legislation in any way;
 - v. headings and the table of contents are inserted for convenience only and are to be disregarded in the interpretation of these Rules; and
 - vi. a reference to dollars (\$) shall mean a reference to Australian dollars, unless otherwise expressly intended.
- (b) The Board has the power to interpret the rules in a way which may be deemed fair and reasonable.

1.4 Definitions

In these Rules, the following words shall have meanings assigned to them as follows:

Act means the Associations Incorporation Act 1981 (Qld) and the associated Regulations and Model Rules as amended from time to time.

Annual Fees are the fees paid annually by a Member for their particular class of membership.

Board means the Board of Directors constituted as provided for in these Rules. The Board is to be the Management Committee as defined in the Act as amended. The functions of the Board conform strictly with the requirements of the Act and with these Rules.

By-laws refers to the written operational policy guiding statements of the Club made by the Board, and binding on the members.

Chair means the person nominated, appointed, or elected to chair that meeting in accordance with these Rules.

Club means The Oxley Golf Club Inc.

Commercial Debt means any debt owed by the Club which was used to fund asset acquisition and capital improvements. Trade creditor balances reasonably incurred in the course of business which remain outstanding for less than 60 days, are excluded from the commercial debt balance.

Employee means any person employed by the Club.

Financial Year means the period from and including 1st July and to and including 30th June in the year following.

General Manager is the person employed by the Board to manage the day-to-day business of the Club within these Rules.

General Meeting means any meeting of the Members in accordance with these Rules, and includes an **AGM** (Annual General Meeting) and **SGM** (Special General Meeting).

Golf Course means the area designated for the playing of golf and includes any practice areas.

Instantaneous Communication Device means any device by which the processes of a meeting may be conducted between persons in different places and includes telephone, television or any other audio and/or visual device or technology which permits instantaneous (or near as practical thereto) communication.

Law means any Act of Parliament, Regulation and Local Government Ordinance that applies to the Club.

Member means any person who is admitted as a Member of any class of the Club in accordance with these Rules, and who has paid to the Club all Nomination Fees, Annual Fees, and other fees.

Nomination Fees means fees paid by a new Member when they join the Club in addition to their Annual Fee payment.

Notice includes all notices, consents, approvals, waivers and other communications given by way of electronic correspondence, written, typed and signed correspondence personally delivered or delivered by registered post. All notices are deemed to have been delivered when forwarded to the last known address provided to the Club.

Returning Officer is an adult appointed by the Board to assist in the voting process at a General Meeting.

Remuneration includes salary, allowances, and other entitlements; and does not include reimbursement of out-of-pocket expenses.

Rules means all the individual rules contained within this document as amended.

Secretary means as defined by the Associations Incorporation Act 1981 (Qld).

Senior Member is a Voting Member who has (i) reached the age of sixty-five (65) years of age, or in the case of a Women's Member sixty (60) years of age, and (ii) has been a Voting Member, or as the case may be a Women's Member, for not less than twenty (20) years continuous membership, and (iii) who joined the club prior to the 1st day of October 1999, and (iv) has made an application to the General Manager for Senior Membership, and (v) has been approved by the Board to become a Senior Member. (A Senior Member will pay an annual subscription fee equal to fifty (50) per cent of the prevailing annual subscription fee for a Voting member or as the case may be a Women's Member, however this benefit will only become available on payment of the next full annual renewal subscription after reaching the specified age.)

Voting Member is a category of Membership entitled to vote as provided by these Rules.

1.5 Effect of the Rules

- (a) These Rules shall have effect as a contract:
 - i. between the Club and all Members;
 - ii. to which each Member agrees to observe and abide by the Rules and By-laws.
- (b) These Rules shall come into force immediately following its legal adoption at a General Meeting and then upon notification of the acceptance of these Rules by the Queensland Office of Fair Trading.

2. OBJECTS AND POWERS OF THE CLUB

2.1 Objects

- (a) The Objects of the Club are:
- i. To provide and maintain suitable golfing facilities and associated amenities for its Members and guests to enjoy.
 - ii. To facilitate, foster and encourage the game of golf.
 - iii. To engage in licensed club business and other commercial undertakings.
 - iv. To provide any support and assistance to a community-based organisation that the Board believes is appropriate.
 - v. To manage the Club's assets to achieve enhanced, sustainable returns to fund facilitation of the Club's objects and to ensure the game of golf continues to thrive.
- (b) For the purposes of carrying out the principal objects the Club may do all such acts and things as may be reasonably necessary for, or incidental to, carrying out the objects.

2.2 Powers

The Club has in the exercise of its affairs, all the powers of a person, subject to the specific limitations provided by the Law and contained within these Rules and By-laws.

2.3 Assets

- (a) The Club's assets however derived shall be applied solely for the benefit and promotion of the Club's objects. No portion thereof shall be paid or transferred directly or indirectly by way of dividends, bonus, or otherwise to the Members.
- (b) Provided that with prior approval of the Board and an agreed form of appropriate notice, nothing in this Rule shall preclude:
- i. payment in good faith of reasonable and proper remuneration to any employee or Member in return for any services rendered to the Club;
 - ii. remuneration to the President, Treasurer and Captain as approved by Members at a General Meeting;
 - iii. reimbursement of reasonable out-of-pocket expenses to any Director, Secretary, or Employee for expenses incurred in the conduct of services rendered to the Club; and
 - iv. remuneration to any Member in return for services actually rendered to the Club or for goods supplied in the ordinary course of business.

3. MEMBERSHIP CLASSES AND RIGHTS

3.1 General classes of Members

- (a) Membership of the Club shall consist of:
- i. Life Members
 - ii. Ordinary Voting Members
 - iii. Ordinary Non-Voting Members
 - iv. Staff Playing Members
 - v. Reciprocal Members, Visitors and Social Golfers
- (b) The Board may determine rights, conditions, requirements, and benefits for each category of Membership, contained in the By-laws and not inconsistent with these Rules.
- (c) At the approval of these Rules, existing Members will retain their current Membership rights until such time as a renewal of Membership is required under these Rules. Senior Members, or those current Members who would eventually become Senior Members will retain those rights unless these Rules are altered by a Special Resolution passed at a General Meeting at some time in the future.

- (d) The Board may create classes of Members and determine the rights and privileges attaching to those classes as it believes appropriate for the Club.
- (e) Applications for Membership of some or all of the classes may be opened or closed by the Board as it believes appropriate in the interests of the Club.
- (f) Sub-categories of Ordinary Voting and Non-Voting Membership classes, along with their terms and conditions, may be created by the Board. These may include but are not limited to: Provisional, Lifestyle, Women, Junior, Senior, Intermediate, Country, Limited, Honorary, Social, Corporate and Pee Wee. Any sub-categories established under this provision are required to be published in the appropriate Club publications each year as follows:
 - i. By-laws – Sub-categories with terms and conditions
 - ii. Club Fixture Program – Sub-categories, Annual Fees and playing rights
 - iii. Annual Report – Sub-categories with total Membership numbers of each

3.2 Life Member

- (a) Life Membership may be granted by the Board as they believe appropriate.
- (b) Life Members are entitled to the same privileges as an Ordinary Voting Member however are exempt from Annual Fees.
- (c) Employees of the Club are ineligible to be granted or retain Life Membership during their employment. Life Membership may be temporarily suspended during the period of employment.

3.3 Ordinary Voting Member

- (a) In order to be eligible for Ordinary Voting Membership the applicant must have attained the age of eighteen (18) years and be of good character and repute.
- (b) Ordinary Voting Members are entitled to vote at any General Meeting and are eligible for election to the Board.
- (c) Sub-categories may be created for this class of membership as per Rule 3.1(f).

3.4 Ordinary Non-Voting Member

- (a) Any person who is eligible for Membership under these Rules may be admitted in accordance with the provisions set out in the By-laws.
- (b) Ordinary Non-Voting Members are not entitled to vote and are ineligible for election to the Board.
- (c) Sub-categories may be created for this class of membership as per Rule 3.1(f).
- (d) An Ordinary Non-Voting Member is entitled to use the clubhouse facilities and play golf on the Club course in accordance with the terms and conditions set down by the Board in respect of any relevant sub-category.

3.5 Staff Playing Membership

- (a) All Employees of the Club may be eligible for Staff Playing Membership at the discretion of the Board and within the terms and conditions set out in the By-laws.
- (b) Any person who is already a Member of the Club prior to employment by the Club, may retain their Membership of the Club and any benefits thereof.

3.6 Reciprocal Members, Visitors and Social Golfers

- (a) A person who is a member of a Reciprocal Club does not pay membership fees and has no other rights of membership. Reciprocal Clubs are determined by the Board from time to time and details of Reciprocal Clubs are maintained in a register by the Secretary.
- (b) Members shall have the privilege to be able to introduce visitors into the Club. The Member introducing a visitor may be required to ensure the name and address of the visitors are entered in any appropriate register in place.

- (c) Social golfers, upon payment of the prescribed fees, shall become visitors for the day and are entitled to use the Club's facilities on that day subject to any conditions applied by the Board.
- (d) The Board and/or its delegates shall have the power to exclude visitors either individually or collectively at any time.

4. MEMBERSHIP

4.1 Application for Membership

- (a) Persons seeking to apply for membership of the Club may do so provided they meet the criteria for the class of Membership to which they want to be admitted.
- (b) The Board shall decide upon the method of application for membership of the Club and detail that method in the By-laws of the Club.

4.2 Determination of Membership application

- (a) The Board will determine the outcome of a Membership application and may seek further information from the applicant to enable it to decide on that application.
- (b) Following acceptance of an application for Membership, the Secretary will provide the applicant with notice of their acceptance and enter the applicant's name in the Member's register.
- (c) The Board may refuse any application for Membership after appropriate consideration.
- (d) When an application for Membership is rejected, the Board shall notify the applicant of the rejection in writing within seven (7) days after the decision is made, and refund any fees or monies paid by the applicant.
- (e) An applicant whose Membership application is refused has no right of appeal.

4.3 Membership fees and levies

- (a) The Board has the sole discretion and right to determine the Annual Fees and Nomination Fees, for all classes of Membership as set out in these Rules and the By-laws.
 - i. The Board may increase or reduce Annual Fees annually by up to 10%.
 - ii. Should the Board wish to increase the Annual Fees by more than the amounts prescribed in Rule 4.3(a)(i), a Special Resolution authorising the increase must be passed at a General Meeting.
- (b) Nomination fees, if required, shall be paid by each Member before they are admitted to Membership.
 - i. With the exception of Rule 4.3(b)(ii), all fees for new members will be applied on a pro-rata basis to the end of the current Financial Year.
 - ii. Golf Australia affiliation fees are to be paid in full.
- (c) Every Member shall receive an identification instrument issued either in card or digital form.
- (d) On the recommendation of the Board and with the agreement of 75% of the Voting Members present at a General Meeting, the Club may apply a levy upon all or any of the classes of Members except Honorary or Life Members, and may differentiate as to the amount of such levy payable by the various categories of membership.

4.4 Payment terms for Membership fees

- (a) Annual fees are payable either:
 - i. yearly in advance by the first day of the financial year; or
 - ii. monthly in advance via direct debit.
- (b) If any fees remain unpaid for greater than fourteen (14) days past the due date such person shall not be granted access to the Golf Course.
- (c) The Board may reinstate a Member whose fees have remained unpaid as described in Rule 4.4(b) on such terms as they consider appropriate.

4.5 Rights of Members

- (a) Voting Members are entitled to receive Notices, and attend and vote at all General Meetings.
- (b) Voting Members have one (1) vote.
- (c) During any period where fees are unpaid, Voting Members forfeit their right to vote until all fees are paid in full.

4.6 Numbers of Members

The number of Members of the Club must be not less than forty (40). The maximum number of Memberships will be determined by the Board from time to time

4.7 Membership Register to be kept

- (a) A register of Members shall be kept in accordance with the Law.
- (b) The Register shall include the name, residential address, email address, phone number, type of Membership and date of confirmation of Membership of Members.
- (c) The Register shall record details of deaths, resignations, suspensions, terminations and reinstatement of Membership and any further details as required by the Board.
- (d) All Membership information shall be retained in a confidential manner and be managed strictly in accordance with the Privacy Act.

4.8 Membership – Category Transfers, Leave of Absence, Reinstatement

- (a) A Member may request the Board allow them to transfer to another class or sub-category of Membership. The Board may permit such request, adjusting any fees as it sees fit.
- (b) The Board may grant any Member a leave of absence for any period which it considers to be reasonable in the circumstances. The Board shall determine the fees payable by a Member granted a leave of absence.
- (c) Any applicant for Membership who has previously been a Member, and who during their period of prior Membership was compliant with the Rules, may be re-admitted to Membership without payment of Nomination Fees at the discretion of the Board.

5. OBLIGATIONS OF MEMBERSHIP AND DISCIPLINARY PROVISIONS

5.1 Member's Obligations

- (a) Every Member is bound to observe and abide by the Rules and By-laws in force.
- (b) Members are responsible for advising the Club of any change in contact details to ensure they receive Notices from the Club.

5.2 Resignation of Membership

- (a) A Member of any class may resign from the Club at any time by giving written notice to the Secretary.
- (b) Such resignation shall take effect at the time the notice is received by the Secretary or the date specified in the notice, whichever is the latter.
- (c) A Member is deemed to have resigned from the Club if any fees payable by them remain unpaid for a period of two (2) calendar months after they were due.

5.3 Cessation of Membership

- (a) A Member shall cease to be a Member of the Club if:
 - i. the Member resigns as per Rule 5.2;
 - ii. the Member dies; or
 - iii. the Member's Membership is terminated by the Board in accordance with Rule 5.4.

- (b) A Member who resigns will remain liable for any unpaid fees at the date of resignation.
- (c) On cessation of membership, a Member will forfeit their right to claim upon the Club and its property by reason of their Membership.

5.4 Breach of Member Obligations

- (a) Each of the following is a reason for the Board to commence disciplinary proceedings against a Member.
 - (i) A failure to comply with the Rules and By-laws of the Club,
 - (ii) Conduct unbecoming, detrimental or prejudicial to the interests of the Club, whether or not the conduct occurred on the premises of the Club.
 - (iii) A conviction for an indictable offence.
- (b) Disciplinary proceedings are to be detailed within the By-laws of the Club. These proceedings may result in a Member being suspended or expelled from the Club.

5.5 Temporary Suspension of Membership

- (a) The Board, or their delegate, may temporarily suspend a Member's Membership with immediate effect, subject to the Rules and By-laws. A Member temporarily suspended under this Rule must immediately leave the Club's premises.

6. BOARD

6.1 Board of Directors

- (a) The Management of the Club shall be conducted by a Board of Directors comprising no more than eight (8) Directors.
 - i. President
 - ii. Vice President
 - iii. Captain
 - iv. Vice-Captain
 - v. Treasurer
 - vi. Three (3) Ordinary Directors
- (b) The terms for all Directors shall be for two years, with four positions becoming vacant every year.
 - i. Vice President, Captain, two (2) x Ordinary Directors
 - ii. President, Vice-Captain, Treasurer, one (1) Ordinary Director
- (c) Each position shall each be elected for a term of two years with the exception of the first year of rotations which will occur in accordance with Rule 6.2.
- (d) Should a Director resign or be removed during their term, this shall occur in accordance with Rule 6.9.

6.2 Rotation of Directors

- (a) From the adoption of these Rules, it is intended to proceed towards a regime under which Directors will be elected for two (2) year terms and half of the Directors will be elected at each AGM.
 - i. All Directors must retire from office at the next AGM following the adoption of these Rules;
 - ii. At the next AGM following the adoption of these Rules, elections will take place for all Director positions made vacant under 6.2(a)(i);
 - iii. After being elected at the next AGM following the adoption of these Rules, the three (3) Ordinary Directors elected shall determine their own order of retirement in the following two years by agreement between the candidates but, if they do not agree, by the drawing of lots.

- iv. After being elected at the next AGM following the adoption of these Rules, the Vice President, Captain and two (2) Ordinary Directors who are retiring under Rule 6.2(a)(iii) must retire from office at the first AGM following their appointment.
- v. After being elected at the next AGM following the adoption of these Rules, the President, Vice-Captain, Treasurer and one (1) Ordinary Member must retire from office at the second AGM following their appointment.

(b) A record of the rotation will be maintained by the Secretary.

6.3 Qualifications for Directors

Each Director must satisfy the following criteria to be eligible for election and to serve as a Director:

- (a) Be a Member for at least twelve (12) months prior to nomination;
- (b) Be a Voting Member at time of nomination;
- (c) Ordinarily reside within Australia;
- (d) Not currently be an Employee or contractor of the Club;
- (e) Not be an auditor of the Club or business partner, employee or employer of the Club's auditor;
- (f) Must thoroughly read and sign a statement confirming that the following documentation has been read, understood and agreed to (i) a copy of the Club's governance documentation; (ii) the Club Rules; (iii) the Club's By-laws; (iv) the Directors Code of Conduct and (v) the previous two Annual Reports of the Club; and
- (g) At the Club's expense, complete a governance course approved by the Board prior to election or within 90 days of being elected to the Board.
 - i. Failure to complete such a course, or make every reasonable effort to do so as determined by the Board, may result in the Director being suspended from the Board until the course is completed.

6.4 Appointment of Secretary

- (a) The Board may appoint the General Manager, or another delegate who may or may not hold a position on the Board, as Secretary.
- (b) The Secretary shall complete all the statutory functions required by Law.
- (c) If the position of Secretary becomes vacant, the Board must ensure a replacement is appointed within one (1) month of the vacancy occurring.
- (d) The Secretary shall not hold a voting position on the Board, unless they are appointed from the existing Board.

6.5 Qualifications of President

- (a) Only persons who have served a minimum of two (2) years on the Board within the previous five (5) years are eligible to be nominated as President.
- (b) In the event there are no nominations of qualified persons fourteen (14) days prior to the AGM, a notice will be given for nominations to be accepted from any Member who is currently or has previously served on the Board for at least one (1) year. These nominations must be received by the Secretary no later than seven (7) days prior to the AGM.
- (c) In the instance where Rules 6.5 (a) and (b) cannot be satisfied, a Member may be nominated from the floor with the endorsement of 30% of voting Members in attendance.

6.6 Qualifications of Treasurer

- (a) A commercial understanding of finance, including an ability to read and understand the Profit and Loss, Balance Sheet and other financial reports, is preferred.
- (b) To ensure the Board has a full understanding of all financial documents, the Treasurer may request a third party be appointed by the Board to present and explain any queries outside of the Treasurer's scope of knowledge.

6.7 Election of Directors

- (a) Nominations for election to the Board shall be in writing and must:
 - i. indicate the position for which the Nominee is being nominated;
 - ii. be endorsed by any two Voting Members; and
 - iii. be endorsed with the Nominee's statement that they are prepared to accept the position for which they have been nominated if elected.
- (b) The nomination must be lodged with the Secretary at least fourteen (14) days prior to the General Meeting.
- (c) Subject to eligibility, and in the absence of any active disciplinary proceedings against them, retiring Directors are eligible for re-election.
- (d) An existing Director may nominate for a different position on the Board during their term, however if voted into this position (e.g. Director becomes the President), their currently held office becomes vacant and is resolved under Rule 6.9.
- (e) The Secretary shall be responsible for ensuring nominations are communicated at least seven (7) days prior to the AGM.
- (f) If there is only one candidate for any office, that candidate shall be deemed to be elected at the AGM.
- (g) Should there be an insufficient number of candidates nominated for available positions, any remaining vacancies will be resolved under Rule 6.9.
- (h) Voting shall be via secret ballot at the AGM for which the Board shall appoint up to three (3) Returning Officers to assist in conducting the elections.
- (i) All nominated candidates for the respective positions shall be listed on the ballot in alphabetical order.
 - i. Each candidate shall have the right to appoint a scrutineer.
 - ii. Scrutineers must be Voting Members.
 - iii. A person is ineligible to act as a scrutineer if (i) their position is up for election, (ii) they have nominated for a position, or (iii) they have nominated another person for a position.
- (j) In the event that voting in an election results in a tie, a second vote shall occur. Should a tie be repeated, the names of the tied candidates shall be placed in a container and a Returning Officer shall draw a name to determine the successful candidate.

6.8 Resignation or removal from the Board

- (a) The office of a Director will be automatically vacated if:
 - i. a Director becomes bankrupt, suspends payment or makes any arrangement or compromise with creditors;
 - ii. by notice in writing to the Club a Director resigns from office;
 - iii. by reason of any provision of the Law a Director vacates office or becomes prohibited from being on the Board;
 - iv. a Director becomes of unsound mind;
 - v. a Director is permanently incapacitated from performing the required duties;
 - vi. a Director's position contravenes any Acts or Laws;
 - vii. a Director is absent without permission of the Board for three (3) consecutive Board meetings or five (5) or more Board meetings out of eight (8) consecutive meetings;
 - viii. a Director ceases to be a Voting Member of the Club; or
 - ix. a Director whose Membership to the Club has been suspended shall also be suspended from acting as a Director for the corresponding period of the suspension, subject to Rule 6.8(b).
- (b) The Board may terminate or suspend a Director from the Board if that Director has lost the confidence of the other Directors. Such a termination or suspension must be determined by the remainder of the Board unanimously, absent that Director facing termination or suspension.

6.9 Vacancies on the Board

- (a) The Board may appoint any Voting Member or Life Member to fill any casual vacancy in the Board for the remaining term of that position.
- (b) Casual appointments must satisfy all criteria and qualifications for the office.
- (c) The Board may appoint a current sitting Director to fulfil any casual vacancy, however, a Director can only occupy one position on the Board at any one time.
- (d) Despite the need for the Board to use best endeavours to have eight (8) Directors, the Board may continue to function with less than eight (8) as a consequence of a casual vacancy being created in any way.
- (e) If the number of remaining Directors falls below five (5), the Board may only act for the purpose of:
 - i. increasing the number of Directors to the minimum; or
 - ii. to convene a General Meeting.
- (f) A person appointed to fill a vacancy shall only hold office for the remaining term the Director they replaced would have served.

7. POWERS AND DUTIES OF THE BOARD

7.1 Powers of the Board

- (a) The Board will have sole charge of all affairs of the Club and shall maintain governance and general control of the Club.
- (b) In addition to powers given to the Board elsewhere in these Rules, the Board will also have power to make and adopt, alter, repeal and enforce By-laws not inconsistent with these Rules.
- (c) No Director has authority to act on the Club's behalf unless formal authority has been delegated to that Director by prior approval of the Board.

7.2 Power to borrow or raise money

Within the limits of Rule 11.4, the Board may:

- (a) Borrow or raise or secure the payment of money in such manner as the Members may agree is appropriate and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Club in any way; and
- (b) Invest money in such manner as the Board may determine.

7.3 Minutes

- (a) The Board must ensure that proper minutes are recorded of the attendance and business transacted at General Meetings and Board Meetings.
- (b) The minutes of any meeting will be ratified at the following meeting and signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting, and will be conclusive evidence of the matters recorded in them without any further proof.

8. SUB-COMMITTEES

8.1 Power to establish sub-committees

- (a) The Board may create sub-committees consisting of Members and suitably qualified non-Members.
- (b) Sub-committees must conform to any terms and conditions imposed on them by the Board.
- (c) Except for the delegated powers associated with the disciplinary proceedings outlined in these Rules, the Board cannot delegate its powers to a sub-committee.

- (d) Sub-committees may be empowered to conduct activities on the Board's behalf, or to investigate matters, make findings and/or recommendations within a defined brief to the Board.
- (e) The Board may select a Chairperson for a sub-committee.
- (f) The President is an ex-officio Member of all sub-committees created by the Board and shall be notified of the time and place of all meetings of sub-committees unless the President otherwise directs.
- (g) No sub-committee shall, without the express approval of the Board via notice, commit the Club in any way.
- (h) A sub-committee may meet and adjourn at its discretion. Questions arising at any meeting shall be determined by a majority of votes of the sub-committee members present and, in the case of an equality of votes, the sub-committee Chairperson has a casting as well as a deliberate vote.

9. PROCEEDINGS OF THE BOARD

9.1 Conduct of Board Meetings

- (a) The Board shall meet at least once a month for the dispatch of the business of the Club and adjourn and otherwise regulate its meetings as it considers appropriate.
- (b) Subject to these Rules, questions arising at any meeting of the Board shall be decided by a majority of votes. A determination by a majority of the Directors present shall, for all purposes, be deemed to be a determination of the Board.
- (c) In case of a tied vote, the Chairperson has a casting vote in addition to any vote they have as a Director.
- (d) The President shall preside as Chair at every meeting of the Board or if the President is unable to act, then the President may nominate a Director to chair the Board Meeting.
- (e) If the President is unable to Chair the meeting and has not nominated a delegate to act as the Chair of the meeting, the Vice President shall be Chair of the meeting or if the Vice President is not able to Chair the meeting, then the Directors present shall choose one of their number to be Chair of the meeting.
- (f) A Special Meeting of the Board shall be convened:
 - i. by the President; or
 - ii. by the Secretary on the requisition in writing signed by not less than three (3) Directors, which requisition shall clearly state the reasons why such Special Meeting is being convened and the nature of the business to be transacted thereat.
- (g) Not less than seven (7) days' notice shall be given by the Secretary to Directors, of any Special Meeting of the Board provided that a majority of the Directors may agree in writing or by electronic means to accept a lesser notice. Such notice shall clearly state the nature of the business to be discussed. In an emergency a Special Meeting may be called on such lesser notice as the circumstances require.
- (h) The failure or accidental omission to send a notice of a meeting of the Board to any Director or the non-receipt of such a notice by any Director does not invalidate the proceedings or any resolution passed at the meeting.

9.2 Quorum at Board Meetings

- (a) The quorum necessary for the transaction of the business of the Board must be a majority of the total number of Directors.
 - i. A Director may take part and vote in a Board meeting in person or by using any technology that reasonably allows the Director to hear and take part in discussions as they happen.
 - ii. A Director who participates in a Board meeting as mentioned above, is taken to be present at the Board meeting.
- (b) A quorum must be present throughout each meeting of the Board. If a quorum is not present at any time, the meeting is not validly convened, but this does not affect the validity of any business conducted before the absence of a quorum occurs.

- (c) If within half an hour from the time appointed for the commencement of the Board Meeting a quorum is not present, the meeting, if convened upon the requisition of Directors on the Board, shall lapse.
- (d) In any other case, the meeting shall stand adjourned to such other day, time and place as the Chairperson may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.

9.3 Attendance of Directors

- (a) A Director will be regarded as present at the meeting if the meeting is conducted by telephone or other electronic means of conferring, provided that the Director is able to receive communication of the proceedings of the meeting and to be able to communicate in a reasonable way to all others attending the meeting; and
- (b) Board meetings may be validly conducted via teleconference, internet conferencing, video conferencing and other means that provides instantaneous communication methods.

9.4 Resolution in writing

- (a) A resolution by email or in writing, signed or clearly approved by the majority of Directors, for the time being entitled to receive notice of a meeting of the Board, shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held.
- (b) Agreement in writing may be by digital method or by signing a physical statement, however must be within the resolution's prescribed time.
- (c) Separate copies of a document may be used for signing by the Directors if the wording of the resolution and the statement is identical in each copy.
- (d) At the next Board Meeting, the resolution is subject to ratification.

9.5 Conflict of interest

- (a) A Director who has any material personal interest, or in the opinion of the Board is reasonably perceived to have any material personal interest, that might reasonably conflict with their role as a Director, must comply with the Club's Conflict of Interest Policy, as detailed in the By-laws of the Club.
- (b) All Directors must diligently avoid circumstances that might reasonably appear to Members to present a conflict of interest.
- (c) A breach of the conflict of interest requirements in these Rules and the By-laws is a ground for dismissal of the Director from the Board.

9.6 Validity of acts of Board

Any acts done by any meeting of the Board will be valid even though it subsequently becomes known:

- (a) that there was some defect in the election of a person to be a Director; or
- (b) that a person elected was disqualified.

10. GENERAL MEETINGS

10.1 Annual General Meeting ('AGM')

- (a) An AGM must be held within six (6) months of the end of financial year, the date to be decided by the Board.
- (b) Notice of the AGM shall be given at least twenty-one (21) days prior to the proposed date of the meeting, in a manner determined by the Board.
- (c) The only business to be transacted at an AGM shall be:

- i. To receive and if in order, confirm the minutes of the previous AGM and any SGMs held during the preceding year.
- ii. To receive the Board's reports and the statement of the Club's financial situation for the preceding financial year.
- iii. To receive and consider the Auditor's report of the books and accounts of the preceding financial year.
- iv. To deal with Resolutions of which at least fourteen (14) days prior notice in writing has been given to the Secretary.
- v. Voting Members who wish to ask questions at the AGM, must provide these in writing to the Secretary at least fourteen (14) days prior to the AGM, and a response shall be given by the appropriate person at the meeting.
- vi. The election of Directors for the respective terms.
- vii. The appointment of an Auditor for the ensuing year.

10.2 Special General Meeting ('SGM')

- (a) Any Director may, with the agreement of the majority of the remainder of the Board, convene an SGM.
- (b) The notice convening an SGM shall state the matter(s) to be discussed at the meeting, and no business other than that specified in the notice shall be transacted.
- (c) The Board must arrange to hold an SGM at the request of Members provided that the request from the Members:
 - i. states the resolution(s) to be proposed at the meeting;
 - ii. is signed by at least thirty percent (30%) of Members entitled to vote at an SGM;
 - iii. is provided to the Secretary; and
 - iv. is not, in the Board's opinion, of a frivolous or insignificant nature.
- (d) Such SGM must be held no later than one (1) month after the receipt of a duly signed request.

10.3 Method of calling a General Meeting

- (a) All Members shall be given twenty-one (21) days' notice of all General Meetings.
- (b) All such notices shall clearly state the date, time and place of the Meeting.
- (c) Notice advising of SGM shall contain a concise statement of the business to be dealt with at the Meeting.
- (d) The Board may postpone a General Meeting or change the venue for the meeting by giving notice to all Members who received the original notice of meeting at least forty-eight (48) hours before the appointed time. The notice must specify a new time and place if postponing the meeting, or an alternative venue if changing the venue.

10.4 Quorum

- (a) At any General Meeting the number of Members present required to constitute a quorum shall be thirty (30) voting Members.
 - i. A quorum for an SGM called by the Members must include at least 75% of the Members who signed the document requesting the SGM. If less than 75% of the Members who requested the SGM are present, then the meeting is deemed to have lapsed.
- (b) A quorum of Members must be present throughout the meeting. If a quorum is not present at any time, the meeting is not validly convened, but this will not affect the validity of any business conducted before the absence of a quorum occurs.
- (c) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (d) The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if directed by 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.

- (e) The Board will determine the necessary notice for the adjourned meeting.

10.5 Procedure where no quorum

- (a) If within thirty (30) minutes from the time appointed for the commencement of a meeting, a quorum is not present:
 - i. where the meeting was convened upon the requisition of Members, the meeting will lapse or
 - ii. in any other case, the meeting will be adjourned.
- (b) Any meeting adjourned will be rescheduled to take place on a day and at a time and place decided by the Board.
- (c) If at the rescheduled meeting a quorum is not present within thirty (30) minutes after the appointed time, then the meeting will be dissolved unless it is adjourned under Rule 10.7.

10.6 Procedures for meetings

- (a) The President shall preside as Chair of General Meetings.
- (b) If there is no President, or if they are not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall Chair the meeting, or if not present or are unwilling to act, then the Members present shall elect one of their number to Chair the Meeting.
- (c) Those present at any General Meeting shall sign an attendance document to be retained by the Secretary.
- (d) Every question, matter or Ordinary Resolution shall be decided by a majority of votes of eligible Members present.
- (e) A Special Resolution will only be passed if at least 75% of eligible Members present at the Meeting vote for the Special Resolution.
- (f) Proxy voting or voting by the appointment of an attorney is not permitted.
- (g) The Chairperson shall have a casting vote in addition to any vote they have as a Member, excluding the vote for Directors, Patrons and Auditors.
- (h) A Member shall not vote in respect of any contract or proposed contract with the Club in which they hold an interest, or any related matter arising.
- (i) The Board may permit voting by electronic means such as tele-conference or video conferencing. If the Board decides to permit voting by electronic means, it must provide full details of the means by which voting will be conducted on the General Meeting notice.
- (j) The Board may invite non-Members to attend and speak at any General Meeting. These invitees will not be entitled to vote at that General Meeting.

10.7 Adjournment of meeting

- (a) The Chairperson of a General Meeting may adjourn the Meeting with the consent of the majority of Members present, but no business will be transacted at any later adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
- (b) The Board will determine the necessary notice for the adjourned meeting, which is to be held no later than twenty-eight (28) days after the adjourned meeting.

10.8 Show of hands or ballot

- (a) With the exception of the election process, voting shall be by show of hands unless a majority of the Members' present demand a ballot, in which event there shall be a secret ballot.
- (b) The Chairperson of the meeting shall appoint three (3) Returning Officers to conduct the secret ballot in a manner as they shall determine, and the result of the ballot as declared by the

Chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded. At the conclusion of the meeting all ballot papers will be destroyed.

11. FINANCE

11.1 Proper records to be kept

- (a) The Board must ensure that proper accounting and other records are kept in accordance with legal and regulatory requirements.
- (b) The financial year shall close on the last day of June in each year, and as soon thereafter as possible a full statement of the assets and liabilities, balance sheet and associated accounts shall be prepared by a duly qualified Accountant as appointed by the Board.

11.2 Funds and accounts

- (a) The funds of the Club shall be banked in the name of the Club in a Financial Institution as the Board may direct.
- (b) Proper records shall be kept and maintained up-to-date, either in written or digital form showing the correct financial affairs of the Club, in line with Australian Accounting Standards.
- (c) All money shall be banked as soon as practicable after receipt thereof.
- (d) All payments on such accounts and other negotiable instruments shall be signed or digitally approved in line with the Club's Financial Policy or By-laws. Payment methods that are acceptable are:
 - i. electronic funds transfer;
 - ii. cheque; or
 - iii. other means as authorised by the Board.
- (e) All expenditure shall be approved at a Board Meeting.
- (f) The financial year of the Club shall run from the 1st day of July to the 30th day of June.

11.3 Duty to prevent insolvent trading

A Director has the duty to avoid incurring a debt if there are reasonable grounds to believe that the Club was insolvent or could become insolvent by incurring the debt or debts.

11.4 Specific limitations on powers

- (a) Surplus funds of the Club shall be invested or applied for the benefit of the Club and its Members in a manner that attracts low investment risk. Such investment options shall include but not be limited to Bank deposits within an Australian Bank that retains a financial risk rating of "A" or higher, "A" rated or higher Australian equities and Australian Government Bonds.
- (b) The Board shall not without approval of seventy-five percent (75%) at a General Meeting, incur capital expenditure exceeding two hundred and fifty thousand dollars, (\$250,000) in one single project for a particular purpose.
- (c) All capital projects proposed by the Board and exceeding two hundred and fifty thousand dollars (\$250,000) shall be supported by a business case showing projected income and expenditure for a forecast period of five years from the date of the proposed project. The Board shall apply its best endeavours to make decisions that are in the best interests of the Club and its Members.
- (d) Any required business case must be completed to the satisfaction of the Board and the Board may only approve the planned capital project if it is satisfied, on reasonable grounds, that the project is viable and enhances the financial position of the Club.
- (e) Where the Board seeks to finance an undertaking with any amount of commercial debt, the Board shall not seek an amount of commercial debt exceeding that level that can be supported from the projected reasonable current level of trading surpluses that the operations of the Club are generating by way of reasonable maintainable earnings.

- (f) The Board shall not without approval of seventy-five percent (75%) of those present at a General Meeting, dispose of or sell any asset or property of the Club exceeding the disposal or sale price value of two hundred and fifty thousand dollars (\$250,000) excluding any GST applicable.
- (g) For the purposes of these Rules, the term “one single project” incorporates all reasonable components of a single project and will include all items that are appropriately capitalised for the project, such as building works and expenditure on fit-out, equipment, fixtures and professional designs and approvals. The Board shall not disaggregate a single project to two or more smaller projects in order to avoid complying with the limits shown above.

12. GENERAL PROVISIONS

12.1 Alteration of Rules

- (a) Subject to the provisions of the Law, these Rules or any other Rules for the time being in force may be amended, rescinded or added to by a special resolution carried at a General Meeting called for this specific purpose.
- (b) Provided that no such amendment, rescission or addition shall be valid until the same is submitted to and registered by the relevant Government Department(s).

12.2 Notices and communication

- (a) Notice of every General Meeting, and any other notices to be given by the Club, shall be given in any manner as determined by the Board to every Member eligible to vote.
- (b) Where Notices are sent via electronic means, the last known email address (Rule 5.1(b)) will be used. Service of the notice shall be recorded as the date of the transmission.
- (c) Where a notice is sent by post, service of the notice shall be taken as the date seven (7) days after the notice has been sent to the last known postal address (Rule 5.1(b)).
- (d) In addition to electronic or postal notification, notices may also be placed on the Noticeboard and displayed for a minimum of seven (7) days.

12.3 Executing documents

- (a) No person shall enter into any contract on behalf of the Club, without the approval of the Board in writing.
- (b) For a document to be validly executed it must be signed by a Member of the Board and countersigned by the secretary or in their absence, another Member of the Board.
- (c) The Club will not use a common seal in relation to the execution of contracts and documents.

13. LEGAL REQUIREMENTS

13.1 Security – electronic and physical

- (a) The Board, in conjunction with the General Manager, are responsible for ensuring the safe keeping of the Club's security information, including but not limited to electronic logins, physical keys and any form of password or security code.
- (b) When a person with any form of security access leaves their position, all passwords and passcodes must be changed and any other secure information they had access to, should be reviewed to ensure no security breaches could occur.

13.2 Inspection of records

Other than expressly provided under these Rules, a Member other than a Director does not have the right to inspect any document of the Club except as provided by the Law or authorised otherwise by the Board.

13.3 Auditor

The Club must appoint a properly qualified Auditor, who shall report and otherwise discharge their duties as Auditor of the Club under Law.

13.4 Insurance

- (a) To the extent permitted by Law, the Club must at all times maintain with an insurer adequate insurance:
 - i. to protect the Club's assets; and
 - ii. to indemnify a Director and/or officer of the Club against any liability under Rule 13.5.

13.5 Indemnity against liability

- (a) The General Manager, Directors and members of sub-committees constituted under these Rules and any person employed by the Club acting in accordance with these Rules and the By-laws shall be indemnified out of the property of the Club against all losses and expenses incurred in the discharge of their duties, except such as shall happen through their own wilful act or default, and each one shall be responsible only for so much money or property as they themselves actually receives for in the discharge of the business of the Club.

14. DISSOLUTION AND DISTRIBUTION OF SURPLUS ASSETS

- (a) The Club shall be dissolved and wound up following:
 - i. the unanimous resolution of the Board; and
 - ii. the vote of at least seventy-five percent (75%) of those Members present and eligible to vote at a General Meeting convened to consider the dissolution of the Club.
- (b) If after winding up or dissolution, any property remains after payment of all its debts and liabilities, that property must be given or transferred to one or more funds, authorities or institutions selected by the Members at a General Meeting, at or before the dissolution of the Club, having objects similar to the Club and prohibiting the distribution of its or their income and property among its Members.

15. AMALGAMATION

- (a) In furtherance of the objects of the Club, the Club may consider amalgamating with any one or more organisations having objects similar to those of the Club and which shall prohibit the distribution of its income and property amongst its Members and which is a fund, authority, or institution which is endorsed as a deductible gift recipient or is exempt from income tax under appropriate taxation laws.
- (b) Notwithstanding the general provision set out in Rule 14(a), if the Club conducts any funds which are tax-deductible, procedures must be put in place and notifications given to ensure that the conditions of such tax deductibility are not breached upon amalgamation.