

# **CARLINGFORD BOWLING SPORTS AND RECREATION CLUB LTD**

**ACN 000 110 976**

**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**



## **2019 BY-LAWS**

**ADOPTED: 28 NOVEMBER 2019**

**LAST AMENDMENT: 22 MAY 2024**

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CORPORATIONS ACT  
A PUBLIC COMPANY LIMITED BY GUARANTEE AND NOT HAVING  
A SHARE CAPITAL

**BY-LAWS**  
**TO BE READ IN CONJUNCTION WITH THE CONSTITUTION**  
**OF**  
**CARLINGFORD BOWLING, SPORTS & RECREATION CLUB LTD**  
**ACN 000 110 976**

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1. **NAME**

The name of the Company (hereinafter called "*the Club*") is Carlingford Bowling, Sports & Recreation Club Ltd

2. **DEFINITIONS**

In this Constitution unless there be something in the subject or context inconsistent therewith:

*"The 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 at the date at which these regulations become binding on the Club shall have the meaning so defined.

*"The Registered Clubs Act"* means the Registered Clubs Act 1976. When any provision of the Registered Clubs 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 Registered Clubs Act or any modifications thereof made by any law in force, at the date at which those provisions become binding on the Club shall have the meaning so defined.

*"Rules"* means the rules comprising this Constitution.

*"the Board"* means the members for the time being of the Board of Directors of the Club constituted in accordance with this Constitution.

*"The Constitution"* means this Constitution.

*"By-Laws"* shall mean the By-laws made in accordance with this Constitution.

*"the Club"* means Carlingford Bowling, Sports & Recreation Club Ltd carrying on the business of a registered club at:

- i 334 Pennant Hills Rd Carlingford NSW 2118
- ii 59 Chatham Rd Denistone NSW 2114
- iii 77 Rutledge Street Eastwood NSW 2112

- iv At any other address that the Board may from time to time determine to be appropriate for carrying on the business of the registered club.

**"the Club Notice Board"** means a board designated as such and located in a conspicuous place within the Club premises on which notices for the information of members are posted.

**"Premises"** means any or all of **"the Club's"** separate premises as the case requires

**"Defined Premises"** has the same meaning as in the **"Registered Clubs Act"**

**"Full Member"** means a member who is a Life member, a Bowling member, a Social member, or Junior Bowling member of the Club.

**"In writing"** and **"written"** include any modes, including electronic media, email, texts, sms, MMS, or Club Web site, of representing or reproducing words in visible form in the English language.

**"Month"** except where otherwise provided in this Constitution means calendar month.

**"ordinary member"** means in accordance with the Registered Clubs Act a Bowling member, Social member, or Junior Bowling member of the Club other than a Life Member, Honorary Member, Temporary Member or Provisional Member of the Club.

**"Secretary"** includes Group Chief Executive Officer, Acting Group Chief Executive Officer, Honorary Group Chief Executive Officer, Acting Honorary Group Chief Executive Officer, Group Chief Executive Officer Manager, General Manager and Group Chief Executive Officer.

**"Special Resolution"** has the meaning assigned thereto by **"The Act"**.

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

**"the members of the dissolved club"** – Denistone Sports Members means those persons who were members of Denistone Sports Club Ltd as at Completion of the Amalgamation between Carlingford Bowling Sports & Recreation Club Ltd and Denistone Sports Club Ltd in accordance with the Deed of Amalgamation."

**"The members of the dissolved club"** – Brush Park Members means those persons who were members of Brush Park Bowling Club Ltd as at Amalgamation Completion between Carlingford Bowling Sports & Recreation Club Ltd and Brush Park Bowling Club Ltd.

**"Words"** importing the singular number also include the plural and vice versa and the masculine gender the feminine gender and vice versa.

**"References"** to any statutory enactment or regulation shall mean and be construed as references to the said enactment or regulation as amended, modified, re-enacted, or re-promulgated from time to time and also any other enactment or regulation substantially replacing any such enactment or regulation.

**"The Headings"** contained herein have been inserted for convenience only and shall not define limit construe or describe the scope or intent of any of the clauses in this Constitution nor limit or govern the construction of this Constitution.

**"Gender Neutral"** Male or Female or Vice Versa

## 5. PROPERTY OF THE CLUB

### 6. LIMITED LIABILITY – MEMBERS GUARANTEE

- a. Every member guarantee that in the event of the Club being wound up while they are a member, or within one year after they cease to be a member, who will contribute an amount not exceeding \$5.00 to the property of the Club.
- b. The monies contributed in accordance with *paragraph a.* of this Rule shall be used for the payment of:
  - i. debts and liabilities of the Club including debts and liabilities of the Club contracted before that person ceased to be a member of the Club; and
  - ii. costs, charges and expenses of the winding up.

### 7. APPLICATION OF PROPERTY ON DISSOLUTION

### 8. PRELIMINARY

### 9. MEMBERSHIP

The following classes and criteria of membership of the Club are:

#### **i. Life Members**

Life membership may be conferred on any member who has rendered long or meritorious service to the Club in any capacity for at least a minimum of 10 (ten) years in either 1 or more of the following criteria areas of service for the Club for consideration-

- a. Playing
- b. Coaching/Managing
- c. Administration
- d. General contribution (including fund-raising, supporting and other issues that a Committee may see as relevant)
- e. The nominee must have an outstanding contribution in at least one of these areas and at least some contribution in two of the other three areas or contribution deemed appropriate at the discretion of the members.
- f. In determining the level of significance, the members should consider this in the light of a very high-quality service. While a reasonable length of time (to be determined by the members) of service is important, the overall riding criterion is the quality of service.
- g. Life Members are not obliged to pay Annual Fees; however, an "Association" fee may be payable.

## ii. Bowling Members

Any person who has attained the age of eighteen (18) years, is elected as a Bowling member and who pays the applicable entrance fee and annual subscription shall be a Bowling member of the Club.

- i. Full Bowling, Life Bowling & Junior Bowling Members will
  - a. Comply with the Club's dress regulations;
  - b. Comply with the rules for Bowls NSW, Bowls Australia and WBNSW as is appropriate;
  - c. Use their best endeavours to compete in each game in which they play, or a team as a member, are entered to compete.
  - d. At all times, when representing the Club in relation to the sport of lawn bowls, whether on the playing field or otherwise, and at all times when wearing the uniform of the Club, conduct themselves in a manner that promotes the interests, and upholds the values of the Club and promotes the sport of lawn bowls; and
  - e. If under citation for disciplinary purposes, they will not be allowed to participate in any tournament /event at the Club or any other competition until the matter is dissolved, including Club Championships & Pennants.
  - f. All bowling members shall pay the current Green Fee as nominated by the board each and every time they partake in a game of Social, Championship or Pennant games on the Club's premises.
  - g. No Bowling member of the Club shall take part in any competition, game or match while they are not a Financial Member of the Club. An unfinancial Bowling member shall be disqualified from that competition, game or match. The acceptance of any entrance fee for any competition, game or match by any Officer, Employee, other person, or organisation shall not exonerate any Bowling member under this rule.

## iii. Social Members

Any person who has attained the age of eighteen (18) years, is elected as an Social member and who pays the applicable entrance fee and annual subscription shall be an Social member of the Club.

- a) Honorary Brush Park Perpetual Life Social Membership;
  1. Upon Settlement of Sale of the Brush Park site at 77 Rutledge Road, Eastwood NSW 2122, Brush Park Members who were Social members of the club at the time of the signing of the MOU with Carlingford Bowling Sports & Recreational Club, dated 13 March 2017 and at the date of settlement, is a current Social Member of Carlingford Bowling Sports & Recreational Club Ltd, shall receive Honorary Perpetual Life Social Membership of Carlingford Bowling Sports & Recreational Club Ltd, at the start of the new Financial Year, following the settlement date of the Sale of Brush Park Site.

#### iv. Junior Bowling Members

Any person who has not attained the age of eighteen (18) years but who satisfies the Board that they are a member of a sporting team or sporting club affiliated with the Club and will, if elected to membership take an active part in the sporting activities of the Club on a regular basis may be admitted to Junior Bowling membership of the Club.

No person may be elected to Junior Bowling membership of the Club unless the Club receives written consent from the parent or guardian of that person to that person becoming a Junior member of the Club and taking an active part in the sporting activities of the Club.

#### v. Honorary Members

The following persons may be made Honorary members of the Club in accordance with procedures established by the Board from time to time:

- b) the patron or patrons for the time being of the Club;
- c) any prominent citizen or local dignitary visiting the Club;
- d) Honorary Brush Park Perpetual Life Bowling Membership;
  1. Upon Settlement of Sale of the Brush Park site at 77 Rutledge Road, Eastwood NSW 2122, Brush Park Members who were Bowling members of the club at the time of the signing of the MOU with Carlingford Bowling Sports & Recreational Club, dated 13 March 2017, and at the date of settlement, is a current Bowling or Social Member of Carlingford Bowling Sport & Recreational Club Ltd, shall receive Honorary Perpetual Life Bowling Membership of Carlingford Bowling Sport & Recreational Ltd, at the start of the new Financial Year, following the settlement date of the Sale of the Brush Park site.

#### vi. Temporary Members

The following persons may be made Temporary members of the Club in accordance with procedures established by the Board from time to time:

- a. Any visitor whose ordinary place of residence in New South Wales is not less than a distance of 5 kilometres radius from the Club or such other greater distance as may be determined from time to time by the Board by By-law pursuant to this Constitution.
- b. A Full Member (as defined in *"The Registered Clubs Act"*) of another club which is registered under *"The Registered Clubs Act"* and which has objects similar to those of the Club;
- c. A full member (as defined in *"The Registered Clubs Act"*) of any registered club who, at the invitation of the Board of the Club, attends on any day at the premises of *the Club* for the purpose of participating in an organised sport or competition to be conducted by the Club on that day from the time on that day when he so attends the premises of the Club until the end of that day.
- d. Any interstate or overseas visitor.

- e. The Group Chief Executive Officer or senior employee then on duty may terminate the Membership of any Temporary member at any time without notice and without having to provide any reason therefore;
- f. No person under the age of 18 years may be admitted as a temporary member of **the Club** unless that person is a member of another registered club and satisfies the requirements of **Rule 14c.**;
- g. When a Temporary member (other than a Temporary member admitted pursuant to **Rule 14c.** first enters the Club premises on any day the following particulars shall be entered in the Club's Register of Temporary Members:
  - i the name in full of the Temporary member;
  - ii the residential address of the Temporary member;
  - iii the date on which Temporary membership is granted;
  - iv the signature of the Temporary member.

#### vii. **Provisional Members**

Every person who has lodged with the Group Chief Executive Officer a nomination form duly completed in accordance with this Constitution seeking membership of the Club and pays to **the Club** the subscription appropriate to the class of membership referred to in the nomination form shall be granted Provisional membership of the Club while awaiting the decision of the Board in relation to that person's application for membership of the Club.

Should a person who is admitted as a Provisional member not be elected to membership of the Club within six weeks from the date of lodging the nomination form with the Group Chief Executive Officer or should that person's application for membership be refused (whichever is the sooner) that person shall cease to be a Provisional member of **the Club** and the annual subscription submitted with the nomination shall be forthwith returned to that person.

#### viii. **The members of the dissolved club - Denistone Sports Club Ltd**

In this **clause 9.** Denistone Sports Club means Denistone Sports Club Ltd.

- i. Any member of Denistone sports Club as at the date of Completion of the Amalgamation, other than any person who has been expelled from membership of Denistone Sports Club, who applies to become a member of Carlingford Bowling, sports & Recreation Club Ltd in the manner referred to in this **clause 9.**
- ii. pursuant to the amalgamation between the Club's is then automatically deemed to be bound by the Constitution of Carlingford Bowling, Sports & Recreation Club Ltd, will be admitted to membership of Carlingford Bowling, Sports & Recreation Club Ltd, with Denistone Sports Club Bowling members and Denistone Sports Club Ltd Life members retaining their membership status (Bowling) and Denistone Sports Club Ltd other full Social members
- iii. A member of Denistone Sports Club as at the date of Completion of the Amalgamation will not be required to be proposed and seconded for membership of Carlingford Bowling, Sports & Recreation Club Ltd.



**ix. The members of the dissolved club - Brush Park Bowling Club Ltd**

- a. Admission to membership of Carlingford Bowling Sport & Recreational Club Ltd of members of the dissolved club - Brush Park Bowling Club Ltd
- i) In this clause **9f.**, “Brush Park Bowling Club” means Brush Park Bowling Club Ltd.
- ii) Any member of Brush Park Bowling Club, other than any person who has been expelled from membership of Brush Park Bowling Club, will be able to apply for membership of Carlingford Bowling, Sports & Recreation Club Ltd in the manner referred to in this clause **9f.**
- iii) A member of Brush Park Bowling Club will not be required to be proposed or seconded for membership of Carlingford Bowling, Sport and Recreation Club Ltd as at the date of amalgamation.
- iv) Any member of Brush Park Bowling Club, other than any person who has been expelled from membership of Brush Park Bowling Club, who applies to become a member of Carlingford Bowling, Sports & Recreational Club Ltd pursuant to amalgamation between the Club’s is then automatically deemed to be bound by the Constitution of Carlingford Bowling, Sports & Recreation Club Ltd, will be admitted to membership of Carlingford Bowling, Sport & Recreation Club Ltd, with Brush Park Bowling Club Bowling members and Brush Park Bowling Club Life members retaining their membership status (Bowling) and Brush Park Bowling Club other full members becoming Social members of Carlingford Bowling, Sports & Recreation Club Ltd.
- b. Honorary Life Bowling & Honorary Social Life Membership**
- i) Upon the Sale of Brush Park Club property situated at 55 Rutledge Street Eastwood by the Club Ltd.
- ii) Those members who transferred their membership to the Club Ltd from the date of the MOU signing and who remained members of the Club Ltd at the time of settlement of the sale shall be entitled to Honorary Life Bowling Membership & Honorary Life Social Membership of the Club Ltd.
- iii) All Honorary Life Membership Bowling & Social shall commence from the start of the 2022 Financial Year.

**10. RIGHTS OF MEMBERS**

A member shall not be deemed to be a financial member at the date of a meeting at which only financial members may attend or vote:

- d.
- i. If at the date of the meeting the member's subscription or any part thereof has not been paid in accordance with **Rule 12**; or
- ii. If any money (other than the subscription) owing by that member to the Club has remained unpaid at the expiration of 14 days from service on that member of a notice from the Club requiring payment thereof; and

in either case that member shall be and remain un-financial until payment in full of the amount owing.

- e. Despite any other By-Law, and for the purposes only of payment of the annual subscription renewal for the 2023/2024 year and determining the eligibility of a member to attend and vote at the Special General Meeting to be held on 17<sup>th</sup> July 2023, any member who was a financial member as at 30<sup>th</sup> June 2023 is deemed to be a financial member as at 17 July 2023
- f. Deleted.
- g. Only a Social Member who has been elected as a Social Member for a period of two years prior to the date at which an election is held for a member of the Board may nominate to be elected to a position on the Board.

## **11. ELECTION OF MEMBERS**

### ***Bowling, Social & Junior Bowling Members***

- b. A person shall not be admitted as a Bowling member, a Social member, or a Junior Bowling member of the Club unless that person is elected to membership at a meeting of the Board of the Club, or a duly appointed election committee of the Club, and the names of those members present and voting at that meeting are recorded by the Group Chief Executive Officer of the Club. The Board may reject any application for membership without assigning any reason for such rejection.
- c. Candidates for Full membership shall be proposed by one Full member or Life member and seconded by another Full member or Life member provided that Junior Bowling members shall not be entitled to propose or second candidates for membership of the Club.
  - i. In respect of every proposal for election to Bowling membership, Junior Bowling membership or Social membership of the Club there shall be completed a nomination form which shall be in such form and shall contain such particulars as are from time to time prescribed by the Board, including the full name, address occupation and date of birth of the candidate and a statement that the candidate, if admitted, will be bound by the Constitution of the Club. The form will be signed by the candidate and by the proposer and seconder.
  - ii. The nomination form together with the first annual subscription and joining fee (if any) shall be deposited at the office and the Group Chief Executive Officer shall cause the name and address of the candidate to be exhibited on *the Club* Notice Board for a continuous period of not less than one week before the election of the candidate as a member of the Club and an interval of at least fourteen (14) days shall elapse between the deposit at the office of the nomination form of a person for election and the election of that person to membership of the Club.

- d. Upon a person being elected to Bowling membership, Junior Bowling membership or Social membership the Group Chief Executive Officer shall cause a notice of such election to be promptly forwarded or posted to such person. If a person fails to be elected to membership the Group Chief Executive Officer shall cause the entrance fee and first annual subscription to be forwarded or posted to such person.
- e. A copy of the Constitution of the Club shall be supplied to a member on request being made to the Group Chief Executive Officer of the Club and if demanded by the Group Chief Executive Officer on payment of any fee that may be prescribed by "**The Act**" or the Board.

## 12. ENTRANCE FEES AND ANNUAL SUBSCRIPTIONS AND LEVIES

- a.
  - i. Any candidate elected during the last six (6) months of the financial year of the Club to any class of membership shall pay such proportion of the annual subscription as may be determined by the Board from time to time provided that it is not less than \$2.00 or such other minimum prescribed under "**The Registered Clubs Act**".
  - ii. The Annual subscriptions of all Classes of Full Memberships of the Club, as prescribed in the Constitution, shall be due and payable by the first day (1<sup>st</sup>) of July in each year.
  - iii. Any person who has not paid their subscription referred to in the notice in **paragraph a.** of this Rule on or before the first day of July in each year shall (upon resolution by the Board) cease to be entitled to the privileges of membership of the Club and by resolution of the Board may be removed from membership of the Club and disqualified from all Club competitions in which they may be playing in which case the provisions of **Rule 15** shall not apply.
  - iv. Any person who has ceased to be a member of the Club pursuant to paragraph **b.** of this **Rule 12** may re-apply for membership in accordance with the Constitution.

## 13. ADDRESSES OF MEMBERS

## 14. REGISTERS OF MEMBERS AND GUESTS

## 15. DISCIPLINARY PROCEEDINGS

- a. i.
  - a) If the member fails to attend such nominated meeting the charge or complaint may be heard and dealt with and the Board may decide on the evidence before it, the member's absence notwithstanding but having

regard to any representations which may have been made to it in writing by the member charged.

- b) Rescinded.
- c) Rescinded.
- d) Any vote taken under this Rule is to be taken by a secret ballot, if requested.
- e) After the Board has considered all the evidence put against the member, it must come to a decision as to the member's guilt or innocence in relation to the charge. Once it has decided the issue of guilt or innocence, the Board must inform the member prior to considering any penalty, provided that the member has attended the meeting and is still on the Club's premises.
- f) The member must be given a further opportunity at the hearing or at any adjournment to address the Board in relation to the penalty appropriate to the charge of which the member has been found guilty.
- g) Any decision of the Board on such hearing shall be final and the Board shall not be required to assign any reason for its decision.

c.

- i. who is then intoxicated, violent, quarrelsome, or disorderly; or
- ii. who, for the purposes of prostitution, engages or uses any part of the premises of the Club; or
- iii. whose presence on the premises of the Club renders the Club or the Group Chief Executive Officer liable to a penalty under the Registered Clubs Act; or
- iv. who hawks, peddles, or sells any goods on the premises of the Club; or
- v. who uses, or has in their possession, while on the premises of the Club any substance that the Group Chief Executive Officer suspects of being a prohibited drug or prohibited plant.

## 16. RESIGNATION AND CESSATION OF MEMBERSHIP

### 17. GUESTS

## 18. BOARD OF DIRECTORS

- a. Nomination for election of a Director must be made in writing and signed by two Full members who are entitled to attend and vote at meetings of the Club pursuant to this Constitution and by the nominee who must also signify his consent to the nomination and must be accompanied by the statutory declaration; Directors Code of Conduct with statutory declaration attached and Candidate Profile, approved from time to time by the board. The Member Profile will be placed on the Club's Notice Board and website and otherwise provided to members by the general manager who shall note in a separate document any discrepancy with the Club's records as to date of admission, category of membership and for bowling members name of primary nominated club with Bowls NSW.
  - i. The nomination must specify the position on the Board for which the nominee is nominated.
  - ii. The Group Chief Executive Officer must forthwith upon receipt of a nomination post the name of the candidate and his proposers on the Notice Board.

- iii. If the full number of candidates for the various positions on the Board is not nominated as prescribed then, subject to *paragraph b.*, those candidates who are nominated shall be deemed to be duly elected to the relevant positions and additional nominations may with the consent of the nominee or nominees be made at the meeting for the positions not so filled. If there be more than the required number nominated for any position an election in accordance with *paragraph d.* must take place.
- b. The Board has the power to make By-laws regulating all matters in connection with the election of the Board not otherwise provided by the Constitution.

## 19. POWERS OF THE BOARD

Triennial Rule

*"A" Schedule Clause b (2)*

**Note:** *Should the "Triennial Rule" be revoked at any time. Elections for Directors of the Board cannot be called for on an Annual basis.*

### n. *Sub Committees*

- i. For the purpose of this clause to permit any such section to adopt a name distinctive of such section (provided it be described as a section of the Club) and to become affiliated with the bodies controlling sports in New South Wales on such terms and conditions (not inconsistent with this Constitution or *"The Registered Clubs Act"*) as such controlling bodies may from time to time require and to pay on behalf of the Club capitation or affiliation fees to any such controlling bodies or as required by such bodies.
- ii. All monies received by the sub club **must** be banked in fully into the Club's bank account via over the till payments in system, to be credited to each club's account and includes the following items:
  - a. Green Fees
  - b. Club championship entry monies
  - c. Raffle Monies
  - d. Annual "Promotional" Monies that each Club may or may not run
  - e. Entry Fees for Carnival/s or Special Events Monies
  - f. Entry Fees for Jackpot Games.
  - g. Trophy monies collected on the day then expended to participants.
  - h. An individual receipt should be given to Members when collecting Championship entry Fees.
  - i. Duplicate account income Receipt books are to be completed, including each Club's Financial ledger numbers, for each item received by the sub club, when payment is made to the Club.

- iii. All monies paid out to members by each sub club must be requested on the appropriate form to the Bar staff on the day required. All monies paid out for the following must be signed for on the appropriate form by the person receiving monies:
  - a. Raffle Monies
  - b. Annual "Promotional" Monies that each Club may or may not run
  - c. All Winning Prizes for Carnival/s or Special Events Monies
  - d. All Winning Prizes for Jackpot Games.
  - e. All Trophy monies paid out on the day to the Winning Participants.
  - f. Should the expense amount be over \$200.00, arrangements have to be made with the Group Executive Officer for permission to receive the increased amount, prior to requesting monies.
  - g. Each Sub Club shall maintain a monthly report of Income and Expenditure including Profit and/or Loss for the month. The Financial Report should be reported to the sub-Club's monthly Management Meeting.
- iv. Subject to the general control and supervision of the Board each such section shall manage its own affairs but shall make regular reports to the Board (or otherwise as may be required from time to time by the Board). The Minutes and records of the Section shall also be produced promptly upon request to the Group Chief Executive Officer at the Club's office for inspection by or on behalf of the Board.
- v. Subject as hereinafter provided the by-laws of each such section may be amended from time to time by a majority of the members for the time being of such section at a general meeting of such members either annually or at a meeting convened specifically for such purpose provided that no amendment proposed to and approved by the meeting of members of the section shall have effect unless and until it shall have been approved by resolution of the Board of Directors.
- vi. Any disciplinary action by the section in respect of any member of such section shall at once be reported to the Board together with the reasons therefor and with a recommendation as to further action (if any) to be taken by the Board.
- vii. The President shall be ex officio a member of all such committees. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in the case of an equality of votes the Chairperson of the meeting shall have a second and casting vote. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not superseded by this clause or by any regulation made by the Board pursuant to this clause.
- p. The Board of Directors has the power to determine, and to alter trading hours of the Club's premises or any part of the Club premises

Trading Hours

- i. The Board of Directors may, in its discretion, delegate to the Group Chief Executive Officer the determination of opening and closing times and may in delegating the power place conditions on its exercise.
- ii. Members, guests, and visitors will vacate the Club's premises as soon as practicable after trading ceases.
- iii. Members, Guests, and Visitors will ensure, when leaving the Club's premises, they do so quietly and with respect to surrounding neighbours and businesses.
- iv. No Liquor will be made available, gaming machine service rendered, or jackpots paid after trading ceases.

Liquor

- v. Liquor in unsealed containers purchased within *the Club* must not be carried away from Club Premises.
- vi. Consumption of liquor is restricted to those areas of the Club which are licensed.
- vii. All purchases of liquor in sealed containers must be removed from the Club premises by eleven (11.00pm), in accordance with ***"The Registered Clubs Act"***.

Food

- viii. No food may be consumed in within the Club, other than that which is purchased within the Club.
- ix. Permission must be obtained from the Group Chief Executive Officer for any relaxation of By-Law ***Pvii***.
- x. The removal from Club premises, of foodstuffs purchased from, or supplied by. the Club is strictly prohibited, other than food sold for take away purposes.

Dress Standards

- xi. The General appearance of all members, guests, and visitors, whilst they are on Club's premises, is to be neat and tidy at all times.
- xii. the Club reserves the right to refuse entry to any person if their general appearance or dress standard is likely to offend members.
- xiii. The following clothing is unacceptable standard and must not be worn on the Club's premises at the Club unless approve by the Group Chief Executive Officer for the purposes of a promotion or Club activities:
  - a. Thongs; or
  - b. Running shorts; or
  - c. Stubbies; or
  - d. Abbreviated shorts; or
  - e. Football socks; or
  - f. Football jumpers, polo shirts displaying logos could be worn in the Club during any Rugby league event; or
  - g. Singlets; or
  - h. Muscle shirts.

- i. Any "Outlaw" Biking apparel. Refer to list of unacceptable clothing items at the Club's front desk.
- xiv. Males are not permitted to wear caps of any description in the Club's premises with the exception of outdoor areas and unless required for medical, or religious reasons.
- xv. Pennant Uniforms or bowls attire are not permitted to be worn in the Club auditorium, except for authorised /official Bowls functions, unless approved by the Group Chief Executive Officer.
- xvi. For the purpose of attending the outdoor deck or terrace areas work clothing may be worn, up until 7.30pm each day, excluding the following:
  - a. Dirty; or
  - b. Torn; or
  - c. Offensive clothing.

At all times, **the Club's** management has the final say in relation to acceptability of clothing, including the exclusion of offensive wording.

### Club Property

- xvii. Members will at all times take reasonable care of Club Property.
- xviii. Members will take reasonable care of the Club's equipment.
- xix. Members are not permitted to enter the Administrative Office and/or Boardroom at the Club, unless invited by a Director of the Board or the Group Chief Executive Officer.
- xx. Members are not permitted to use:
  - a. Club Stationery; or
  - b. Club equipment
 without the authority of the Group Chief Executive Officer
- xxi. Members are not permitted to remove
  - a. Club property; or
  - b. Club equipment.
 without the authority of the Group Chief Executive Officer.
- xxii. Club telephones, other than pay phones, may not be used for outgoing calls by members, guests, or visitors without the authorisation from the Duty Manager for The Club's premises.

### Use of Club's Premises

- xxiii. Approval of the Group Chief Executive Officer must first be obtained for;
  - a. Use of the address of the Club or of the Club's premises at the Club in any advertisement.
  - b. Use of the address **of** the Club or **of** the Club's premises at the Club in any circular, letter or document in connection with any business undertaking.
  - c. Exhibition of any pamphlet, advertisement or notice of any kind on the Club's premises; and
  - d. Meetings of any description on the Club's premises at the Club.



- e. Members, guests, and visitors booking for shows or the use of any function rooms at *the Club*, will do so in accordance with the procedures provided by the Group Chief Executive Officer.

### Gaming Machines

- xxiv. ***the Club*** reserves the right to delay, or refuse, the payment of any monies purporting to have been won on any of the gaming machines operating in ***the Club's*** premises where the Group Chief Executive Officer believes, on reasonable grounds, that:
- a) The machine is faulty; or
  - b) The machine has been manipulated; or
  - c) The person claiming payment has not been signed into ***the Club*** in accordance with "*The Registered Clubs Act*"
- xxv. Members, guests, or visitors are not permitted to reserve machines other than the one they are playing, and the practice of alternating between machines is not permitted.
- xxvi. No Machine will be reserved for more than three (3) minutes unless authorised by the Duty Manager for the Club's premises for the purpose of the member, guest or visitor using an outdoor smoking area.
- a) A player wanting to use a machine which has been reserved for longer than three (3) minutes must first request the Duty Manager for the Club's premises to announce over the public-address system that the machine will be unreserved unless the player who reserved the machine returns to the machine immediately.
  - b) The player making the request may only play the machine after receiving permission to do so from the Duty Manager for the Club's premises.
- xxvii. No person under the age of eighteen (18) years will operate a gaming machine.
- xxviii. Only Australian legal tender is to be used to play the Club's gaming machines in the denominations as indicated on the gaming machines.
- xxix. The gaming machines can only be played by members, guests temporary members who are lawfully on the Club's premises.
- xxx. No jackpot or prize will be paid unless the winning combination is seen by an authorised employee and verified to be paid pursuant to the Club's procedures made pursuant to "*The Registered Clubs Act*" for paying jackpots.
- xxxi. No jackpots, prize or winning combination will be paid to a player if won before the opening time of the Club or after closing time has been announced and members, guests and visitors have been requested to leave.
- xxxii. In the case of a member, any jackpot or prize of \$1,500.00 or more may be paid within 72 hours of verification of financial membership.
- xxxiii. In the case of a non-member, any jackpot or prize of \$1,500.00 or more may be *paid within 72 hours by cheque and will be mailed to the address of that person as per the information recorded on VSI Scan Units the Club Register of Guests.*

- xxxiv. the Club *reserves the right to ensure that every jackpot, short pay, or machine refill is played off.*
- xxxv. the Club reserves the right to refuse any member. guest of member. temporary member or honorary member the right to play gaming machines on the Club premises.
- xxxvi. the Club may refuse payment if, in the opinion of the Duty Manager for the Club's premises, the machine has malfunctioned and/or if a winning combination showing has not been registered on the machine.
- xxxvii. Any player of this Club's gaming machine acknowledges, by choosing to play ***the Club's*** gaming machines, that the Club's decision as to whether a gaming machine has malfunctioned or not and/or an if a winning combination showing has not been registered on the machine, is final.
- xxxviii. If the gaming machine is able to be operated without payment, except for the playing of games won, it is the player's responsibility to immediately report the malfunction to a Club employee.
- xxxix. If the gaming machine overpays, pays on a non-winning combination or otherwise malfunctions, the player must immediately report the malfunction to a Club employee.
- xl. Tilting, rocking or in any way moving or damaging a Club gaming machine is strictly prohibited.
- xli. It is a breach of ***"The Registered Clubs Act,"*** and an offense under that Act. for a person to:
  - a) To have possession of a device made or adapted, or intended by the person to be used, for interfering with the normal operation of a Club gaming machine; or
  - b) To do anything calculated, or likely to interfere with the normal operation of a Club gaming machine; or
  - c) To do anything calculated to render a Club gaming machine capable or incapable, even temporary, of producing a winning combination.
- xlii. the Club will report to the police any person that the Group Chief Executive Officer considers, on reasonable grounds, may be committing an offense under ***"The Registered Clubs Act."***
- xliii. the Club reserves the right to refuse payment to any member, guest or temporary member who in the opinion of the Club has breached this By-Law.
- xliv. Any Member, guest, temporary member or visitor breaching this By-Law may be requested to immediately leave the Club's premises and the member may be liable to suspension.

#### ***Credit Facilities***

- xlv. No credit will be extended, in any circumstances, to any person.

#### ***Car Parking***

- xlvi. Members, guests and visitors will at all times park their cars in accordance with the signage in the car parking area of the Club's premises and must enter and leave the Club premises in a careful manner.

- xlvi. Members, guests and visitors must not park in those areas set aside for by use by designated Club officials at the Club's premises.
- xlvi. Member, guests and VISITORS' may only park in the Club car park at the Club's premises when they are attending the Club or engaged in Club business.
- xlix. When member, guest or visitor is on the Club's premises they will promptly comply with any instruction they are given by a Club employee in relation to parking.

***Code of Conduct - Directors***

- I. All Directors in discharging their duties of the Club are bound by, and must act in accordance with, the Club Limited "Code of Conduct for Directors."

***s. Reimbursement of Expenses***

- I. ***the Club*** will reimburse all reasonable costs or expenses in relation to the provision of uniforms Director's Uniform, for the use of each Director when representing the Club.
- II. ***the Club*** will reimburse any reasonable expenses incurred by a member acting in good faith on behalf of the Club, where;
  - a. The member is acting in:
    - An office to which they have been elected; or
    - A position to which they have been appointed by the Board of Directors; and
  - b. The expenditure was approved in advance:
    - By the board of Directors; or
    - By the Group Chief Executive Officer; or
  - c. The expenditure is not contrary to the Constitution.
  - d. Despite By-Law ***19 s 11.c.***, If a Member has expended money on behalf of the Club in good faith, and in circumstance of emergency where no authorisation for the expenditure had been obtained, the Board of Directors may, in its absolute discretion where the expenditure is not contrary to the Constitution and in accordance with this By-Law, determine to reimburse the expenditure or some part of it.
  - e. Any person seeking reimbursement of reasonable expenses must, to obtain reimbursement, promptly provide, and in any event no later than fourteen (14) days following the expenditure receipts detailing;
    - i. the nature of the expenditure;
    - ii. The date of the Expenditure;
    - iii. the place of the expenditure; and
    - iv. the amount of the expenditure.

It is a breach of this By-Law to falsely claim for the reimbursement of expenses.

***t. Employees***

***the Club's*** employees will be under the direction of the Group Chief Executive Officer.

- a. No Member, guest or visitor will in relation to the Club's employees:
  - i. Act discourteously to them; or
  - ii. Reprimand them; or

- iii. Direct or attempt to direct, them in their duties
- b. A Director of the Board will not, in relation to the Club's Employees:
  - i. Act discourteously to them; or
  - ii. Reprimand them; or
  - iii. Direct, or attempt to direct, them in their duties.

## 20. PROCEEDINGS OF THE BOARD

## 21. VACANCIES ON THE BOARD

## 22. MEETINGS

### 1. A.G.M., 2. General Meetings & 3. Special General Meetings

- i. The Chairperson shall be entitled to preside at every Annual General Meeting, General Meetings or Special General meetings of *the Club*.
- ii. If the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling or unable to act, then the Deputy Chairperson shall preside as chairperson. If both the Chairperson and Deputy Chairperson are not present or are unwilling or unable to act, then the members present shall elect a chairperson for the meeting.
- iii. The Chairperson of a Meeting may with the consent of the meeting at which a quorum is present (and shall if so, 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. 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. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting except when a meeting is adjourned for thirty (30) days or more, when notice of the adjourned meeting shall be given as in the case of an original meeting.

### 3. Calling for a Special General Meeting by Members

The request must:

- a. be in writing; and stating the **Clause and Clause Sub Number/s in the Constitution, as well as the change required to be made, and reason for the change to the constitution.**
- b. state any resolution to be proposed at the meeting;
- c. be signed by the members making the request;
- d. be given to the Group Chief Executive Officer.

- e. Separate copies of a document setting out the request may be used for signing by the members if the wording of the request is identical in each copy.
- f. The Board must call the meeting within Twenty-One 21 days after the request is given to the Club. The meeting is to be held not later than 2 months after the request is given to the Club.
- g. Members with more than 50% of the votes of all the members who make the request may call and arrange to hold a general meeting if the Board do not do so within 21 days after the request is given to the Club.
- h. The meeting referred to in *paragraph 3.* of **Rule 22** must be called in the same way - so far as is possible - in which general meetings of the Club may be called. The meeting must be held not later than three months after the request is given to the Club.
- i. To call the meeting the members requesting the meeting may ask, the Club for a copy of the Register of Members and the Club must give the members the copy of the Register without charge.
- j. the Club must pay the reasonable expenses the members incurred because the Board failed to call and arrange to hold the meeting. the Club may recover the amount of the expenses from the directors of the Club. However, a director is not liable for the amount if they prove that they took all reasonable steps to cause the directors to comply with this **Rule 22**. The directors who are liable are jointly and individually liable for the amount. If a director who is liable for the amount does not reimburse the Club must deduct the amount from any sum payable as fees payable to, or remuneration (including an honorarium) of the director.
- k. At least 21 days' notice must be given of the Annual General Meeting and of any general meeting of the members of the Club.
- l. A notice of a general meeting of The Club's members must:
  - i. set out the place, date, and time of the meeting; and
  - ii. state the general nature of the meeting's business; and
  - iii. if a special resolution is to be proposed at the meeting – The resolution should be set out in the Agenda to propose the special resolution and state the resolution; no other general items other than what is stated in Special Resolution request, shall be discussed at the convened Special meeting.
- m. Notice of the date and time and place for each Annual General Meeting, and of the last day for receiving nominations for office, must be posted on **the Club** Notice Board at least forty-two (42) days prior to the date fixed for such Annual General Meeting.
- n. Neither the accidental omission to give notice of a meeting or the non-receipt by any person of notice of a meeting nor the omission to post a copy of a notice of the meeting on the Notice Board shall invalidate any proceedings at such meeting unless pursuant to **Section 1322** of **“The Act”** such proceedings are declared to be void.

## **23. PROCEDURES AT MEETINGS**

### **1. Annual General Meeting**

The business of the Annual General Meeting shall be as follows:

- i To confirm the Minutes of the previous Annual General Meeting;
- ii To receive and consider the reports referred to in Rule **23**;
- iii To declare the results of any election for the Board;
- iv To appoint an Auditor or Auditors in the event that there be a vacancy in the office of Auditor;
- v To deal with any other business of which due notice has been given.
- vi Only written items received by the Group Chief Executive Officer for General Business, 1 week prior to the scheduled date of the meeting, and documented on the agenda shall be discussed.
- vii No other business from the floor shall be discussed.

If the Club's auditor or a representative of The Club's auditor is at the meeting, the Chairperson of the Annual General Meeting must allow a reasonable opportunity for the members as a whole at the meeting to ask the auditor or the auditor's representative questions relevant to the conduct of the audit and the preparation and conduct of the auditor's report.

### **2. General Meetings**

- i. 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.
- ii. Minutes of all resolutions and proceedings at General Meetings shall be entered in a book provided for that purpose within one (1) month of the meeting 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 prima facie evidence of the proceedings to which it relates.

### **3. Special General Meetings**

- i. Only Special Resolutions previously circulated for voting upon at the meeting will be discussed.
- ii. No further business shall be discussed.

Except in the case of a Special Resolution every question submitted to a meeting shall be decided by a simple majority of votes from those members present and voting and counted on a show of hands (unless a poll is demanded by five (5) members) and in the case of an equality of votes whether on a show of hands or on a poll the Chairperson of the Meeting shall have a second or casting vote.

- iii. If a poll is demanded, it shall be taken in such manner and either at once or after the interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of the Chairperson or on a question of adjournment shall be taken forthwith.

- iv. demand for a poll may be withdrawn.
- v. At any General Meeting (unless a poll is demanded) 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 containing the minutes of the 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.
  
- h. The Chairperson of a Meeting may with the consent of the meeting at which a quorum is present (and shall if so, 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. 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. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting except when a meeting is adjourned for thirty (30) days or more, when notice of the adjourned meeting shall be given as in the case of an original meeting.
  
- i. Minutes of all resolutions and proceedings at General Meetings shall be entered in a book provided for that purpose within one (1) month of the meeting 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 prima facie evidence of the proceedings to which it relates.
  
- j. The business of the Annual General Meeting shall be as follows:
  - to confirm the Minutes of the previous Annual General Meeting;
  - i. To receive and consider the reports referred to in **Rule 23**;
  - ii. To declare the results of any election for the Board;
  - iii. To appoint an Auditor or Auditors in the event that there be a vacancy in the office of Auditor;
  - iv. To deal with any other business of which due notice has been given.
  
- k. The Chairperson of the Annual General Meeting must allow a reasonable opportunity for the members as a whole at the meeting to ask questions about or make comments on the management of the Club.
  
- l. If the Club's auditor or a representative of the Club's auditor is at the meeting, the Chairperson of the Annual General Meeting must allow a reasonable opportunity for the members as a whole at the meeting to ask the auditor or the auditor's representative questions relevant to the conduct of the audit and the preparation and conduct of the auditor's report.

## 24. MEMBERS' RESOLUTIONS

The notice must:

be in writing; and stating the Clause and Clause Sub Number/s in the Constitution, as well as the change required to be made, and reason for the change to the constitution.

- a. set out the wording of the proposed resolution; and
- b. be signed by the members proposing to move the resolution.
- c. Separate copies of a document setting out the notice may be used for signing by members if the wording of the notice is identical in each copy;
- d. The percentage of votes that members have is to be worked out as at the midnight before the members give the notice.
- e. If the Club has been given notice of a resolution under Rule 22iii, the resolution is to be considered at the next general meeting that occurs more than 2 months after the notice is given;
- f. the Club must give all its members notice of the resolution at the same time, or as soon as practicable afterwards, and in the same way, as it gives notice of a meeting;
- g. the Club is responsible for the cost of giving members notice of the resolution if the Club receives the notice in time to send it out to members with the notice of meeting;
- h. The members requesting the meeting are jointly and individually liable for the expenses reasonably incurred by *the Club* in giving members notice of the resolution if the Club does not receive the members' notice in time to send it out with the notice of meeting. At a general meeting, the Club may resolve to meet the expenses itself.
- i. the Club need not give notice of the resolution:
  - i. if it is more than 1,000 words long or defamatory; or
  - ii. if the members making the request are to bear the expenses of sending the notice out - unless the members give the Club a sum reasonably sufficient to meet the expenses that it will reasonably incur in giving the notice.
- j. A general meeting of the members of *the Club* must be held for a proper purpose.

## 25. AUDITOR'S RIGHT TO BE HELD AT GENERAL MEETINGS

## 26. ACCOUNTS

## 27. FINANCIAL YEAR

## 28. THE TREASURER

## 29. THE SECRETARY

## 30. THE AUDITOR



31. GROUP EXECUTIVE OFFICER

32. EXECUTION OF DOCUMENTS

33. NOTICES

34. INDEMNITY TO OFFICERS

35. GENERAL

36. CLUB PATRON

37. THE CLUB CONSTITUTION