CONSTITUTION

Date: August 23rd, 2025

RED CLIFFS GOLF CLUB INCORPORATED

INCORPORATION# *A0010790E*

ABN: *83 544 260 355*

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Constitution

RED CLIFFS GOLF CLUB INCORPORATED

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Constitution unless the context requires otherwise:

Act means the *Associations Incorporation Reform Act 2012 (Vic)* as amended from time to time and includes any regulations made under the Act and any exemption or modification to the Act that applies to the Association.

AGM or **Annual General Meeting** means the Annual General Meeting of the Association required to be held by the Association under the Act.

Appointed Director means a Director appointed under **clause 12.9**.

Association means Red Cliffs Golf Club Incorporated.

Chair means the person elected as the President of the Association.

Committee means a committee established by the Directors under **clause 17.1**.

Secretary means the person appointed or elected as a secretary of the Association.

Constitution means this constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this constitution.

Director means a director of the Association and includes Elected Directors and Appointed Directors.

Directors mean, as the case requires, all or some of the Directors acting together as a Committee of Management in accordance with their powers and authority under this Constitution.

Elected Director means a Director elected under **clause 12.1**

FAR Committee means the Finance, Audit and Risk Committee established by the Directors under **clause 17.4.**

General Meeting means a general meeting of Members and includes the AGM.

Golf means the game of Golf as defined in the Rules of Golf and the Rules of Amateur Status as approved by the R&A and such variations, derivations and/or applications of the game as may be recognised by the Committee of Management.

Individual Member means a person admitted to the Association as a member under **clause 5.1** and includes Voting Member and Non-voting Members.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Association or any activity of or conducted, promoted or administered by the Association.

Life Member means a person admitted to the Association as a life member under **clause 5.4**.

Member means a member of the Association under **clause 5**.

Non-voting Member means those Individual Members without voting rights under **clause 5.1**.

Objects mean the objects of the Association in **clause 2**.

Official Position means a person who has, directly or indirectly, a material ownership or financial interest in a body corporate or organisation.

Policy means a policy made under **clause 7.2** or **clause 18.1(a)**.

R&A means the world governing body for Golf.

Registration means registration or affiliation of an Individual Member with the Association, such registration being in the form of a signed application form, whether in hard copy or by electronic means of acceptance and, in the case of Individual Members, their consent to membership of the Association as required by **clause 5.2**. **Registered** has a corresponding meaning.

Special Resolution has the same meaning as that given to it in the Act.

Virtual Meeting means a meeting held by telephone, video or any other technology (or any combination of these technologies), that permits each Director at a meeting of Directors or each Voting Member at a meeting of Members to communicate with any other participant.

Voting Member means, in relation to a General Meeting, those Individual Members present and entitled to vote in accordance with **clause 5.1**.

1.2 Interpretation

In this Constitution unless the context requires otherwise:

(a) (**presence of a Member**) a reference to a Member present at a General Meeting means the Member present in person or by proxy;

(b) (**document**) a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;

(c) (**gender**) words importing any gender include all other genders;

(d) (**person**) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;

(e) (**successors**) a reference to an organisation includes a reference to its successors;

(f) (**singular includes plural**) the singular includes the plural and vice versa;

(g) (**instruments**) a reference to a law includes regulations and instruments made under it;

(h) (**amendments to legislation**) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;

(i) (**include**) the words include, includes, including and for example are not to be interpreted as words of limitation;

(j) (**signed**) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;

(k) (**writing**) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and

(l) (**headings**) headings are inserted for convenience and do not affect the interpretation of this Constitution.

1.3 Act

(a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

(b) The model rules under the Act are expressly displaced by this Constitution and accordingly do not apply to the Association.

1.4 Committee of Management

The Directors have authority to interpret the meaning of this Constitution and any matter relating to the Association on which the Constitution is silent. Any interpretation must have regard to the Act, including any regulation made under the Act.

2. OBJECTS

The Objects of the Association shall be to:

(a) conduct, encourage, promote, advance, control and manage the Association;

(b) adopt, formulate, issue, interpret and amend Policies for the operation and management of the Association;

(c) adopt and implement the strategic plan of Golf Australia from time to time subject always to the context and operations of the Association;

(d) support and encourage integrity, ethics and values that promote community confidence in the Association;

(e) encourage the provision and development of appropriate facilities for participation in Golf at the Association;

(f) maintain and enhance standards, quality, and reputation of Golf for the benefit and interests of Members;

(g) promote the Association for commercial, government and public recognition and benefits;

(h) promote, control, manage and conduct Golf events, competitions, and championships at the Association;

(i) encourage and promote widespread participation in Golf and physical activity;

(j) ensure that Golf is carried on in a manner that secures and enhances the safety of participants, officials, spectators, and the public;

(k) use and promote the Intellectual Property;

(l) have regard to the public interest in its operations; and

(m) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

3. POWERS

Solely for furthering the Objects, the Association, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out in section 124 of the *Corporations Act 2001 (Cth)*.

4. INCOME AND PROPERTY OF THE ASSOCIATION

4.1 Sole Purpose

The income and property of the Association will only be applied towards the promotion of the Objects.

4.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member or Director except for payments to a Member:

(a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Association; or

(b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or

(c) of reasonable rent for premises let to the Association by them.

5. MEMBERSHIP

5.1 Categories of Members

Members of the Association shall fall into one of the following categories:

(a) Life Members, who, subject to this Constitution, have the right to receive notice of, attend and vote, at General Meetings;

(b) Individual Members comprising:

(i) Voting Members who subject to this Constitution and the Policies, have the right to receive notice of, attend and vote at General Meetings; and

(ii) Non-voting Members who subject to this Constitution have such rights as are set out in the Policies but do not have the right to and vote at General Meetings and

(c) such other category of Member as may be created by the Directors. Any category of Member created by the Directors under this **clause 5.1(c)** may not be granted voting rights.

5.2 Admission of Members

A person will become a Member, and the Directors will direct the Secretary to record their name, street address, email address and date on which they became a Member, in the register of Members kept by the Association, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and provided the Member has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

(a) be bound by this Constitution and the Policies (including any Policies specific to the relevant category of Membership);

(b) pay the fees and subscriptions determined to apply to the Member under **clause 8**; and

(c) support the Association in the encouragement and promotion of its Objects.

Admission to membership is not automatic and a membership application may be rejected by the Directors in their absolute discretion.

5.3 Members

(a) Each Member will:

(i) do all that is reasonably necessary to enable the Objects to be achieved;

(ii) at all times act for and on behalf of the interests of the Association;

(iii) be bound by this Constitution and the Policies including any Code of Conduct;

(iv) act in good faith and loyalty to maintain and enhance the Association, its standards, quality and reputation for the benefit of the Association;

(v) at all times operate with and promote mutual trust and confidence between the Association and the Members, promoting the economic and success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects; and

(vi) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Association and its maintenance and development.

5.4 Life Members

(a) Life Membership may be bestowed by the Association for longstanding and valued service to the Association.

(b) Any Member may nominate another Member to the Directors for consideration for Life Membership.

(c) The Directors will consider a nomination received under **clause 5.4(b)**. The Directors may recommend that, any individual nominated for Life Membership may be elected as a Life Member at any AGM by Special Resolution, subject to that individual completing an application in accordance with **clause 5.2**.

(d) Nominations for Life Membership shall include a written report outlining the history of service of any nominee, together with comments on the suitability of the honour.

(e) A person may be posthumously recognised as a Life Member.

5.5 General

(a) The Policies may set out:

(i) the categories of Membership which exist;

(ii) the criteria to be met by each category of Member; and

(iii) the rights, obligations, privileges, and benefits of each category of Member in addition to those set out in this Constitution.

(b) The Association must keep a register of all Members in accordance with the Act.

(c) No Member whose membership ceases (for whatever reason) has any claim against the Association or the Directors for damages or otherwise arising from cessation or termination of membership.

(d) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

(e) A Member must treat all staff, contractors, and representatives of the Association with respect and courtesy at all times.

(f) A Member must not act in a manner:

(i) unbecoming of a Member; and/or

(ii) prejudicial to the Objects and interests of the Association or Golf; and/or

(iii) which breaches any Policy including any Code of Conduct.

5.6 Effect of Membership

Members acknowledge and agree that:

(a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Policies;

(b) they shall comply with and observe this Constitution and the Policies,;

(c) by submitting to this Constitution and the Policies they are subject to the jurisdiction of the Association,;

(d) this Constitution and Policies are necessary and reasonable for promoting the Objects;

(e) neither membership of the Association nor this Constitution gives rise to:

(i) any proprietary right of Members in, to or over the Association or its property or assets; or

(ii) any expectation to, or automatic right of, a Member to renewal of their membership of the Association; or

(iii) subject to the Act and the Association acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;

(f) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Committee of Management; and

(g) they will not become a party to any suit at law or equity against the Association or any person subject to this Constitution, unless and until all remedies allowed by this Constitution have been exhausted. This clause may be pleaded in any proceeding, suit or action against the Association.

5.7 Limited Liability

Members have no liability in that capacity except as set out in **clause 23**.

6. CESSATION OF MEMBERSHIP

6.1 Cessation

A person ceases to be a Member on:

(a) resignation, subject to **clause 6.2**;

(b) death;

(c) the termination of their membership according to this Constitution or the Policies;

(d) if a body corporate, being dissolved or otherwise ceasing to exist; and

(e) the Member no longer meeting the requirements for membership according to **clause 5**.

6.2 Resignation

(a) Subject to **clause 6.2(b)**, for the purposes of **clause 6.1(a)**, a Member may resign as a member of the Association by giving 14 days written notice to the Directors.

(b) A Member must not resign, and notice given under **clause 6.2(a)** is invalid, where the Member is at the time of notice being given, subject to disciplinary proceedings under **clause 7.2**, including proceedings under a Policy. For the purposes of this clause, **subject to disciplinary proceedings** includes where a complaint or allegations have been made against, but not yet conveyed to, a Member.

(c) Where a Member resigns under this **clause 6.2**, they may, in the absolute discretion of the Directors, be refunded any portion of their membership fees already paid for the relevant membership period. There is no obligation on the Directors to make a refund under this clause.

6.3 Forfeiture of Rights

A Member who, or which, ceases to be a Member shall forfeit all right in and claim upon the Association or the Directors for damages or otherwise or claim upon its property including the Intellectual Property.

7. GRIEVANCES AND DISCIPLINE OF MEMBERS

7.1 Jurisdiction

All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Association whether under the Policies or under this Constitution.

7.2 Policies

(a) The Directors may make or adopt a Policy or Policies for the:

(i) hearing and determination of:

(A) complaints by a Member that feels aggrieved by a decision or action of the Association; and/or

(B) disputes or grievances between Members;

(ii) discipline of Members;

(iii) formation and administration of an appeals tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question; and

(iv) termination of Members.

(b) The Directors may, in making or adopting a Policy under **clause 7.2(a)**, incorporate provisions within the Policy to exclusively govern its subject matter, to the exclusion of **clause 7.2(c)** and/or other Policies.

(c) The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling, or frivolous) by a complainant (including a Director or a Member) that a Member has:

(i) breached, failed, refused, or neglected to comply with a provision of this Constitution, the Policies including any Code of Conduct or any other resolution or determination of the Directors or any duly authorised Committee; or

(ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association; or

(iii) prejudiced the Association or brought the Association or themselves into disrepute,

for investigation or determination either under the procedures set down in the Policies or by such other procedure and/or persons as the Directors consider appropriate.

(d) Parties involved in investigatory or disciplinary proceedings under this **clause 7**, may not participate in Association activities, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand. Such continued participation may be limited or conditional.

8. FEES AND SUBSCRIPTIONS

8.1 Membership Fees

(a) The Directors may determine from time to time:

(i) the amount (if any) payable by an applicant for membership;

(ii) the amount of the annual subscription fee (if any) payable by each Member, or any category of Members;

(iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and

(iv) the payment method and the due date for payment.

(v) Each Member must pay to the Association the amounts determined under this **clause 8** in accordance with **clause 8.1(a)(iv)**.

8.2 Non-Payment of Fees

Subject to **clause 8.3(a)**:

(a) all rights of a Member including but not only the right to attend and vote at a General Meeting and the right to play at the Association's course(s) and the right to attend and use the Association's facilities are suspended whilst the payment of any subscription or other amount determined under **clause 8** is in arrears for longer than 30 days; and

(b) if payment of any subscription or other amount determined under **clause 8** is still in arrears for 90 days from the due date the Member's membership ceases without further notice. If membership ceases under this **clause 8.2(b)** the Member must re-apply for membership in accordance with this Constitution and any relevant Policy.

8.3 Deferral or reduction of subscriptions

(a) The Directors may defer the obligations of a Member to pay a subscription or other amount or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:

(i) there are reasonable grounds for doing so;

(ii) the Association will not be materially disadvantaged as a result; and

(iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.

(b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 8.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

9. GENERAL MEETINGS

9.1 Annual General Meeting

AGMs of the Association are to be held:

(a) according to the Act; and

(b) at a date and venue determined by the Directors.

9.2 Power to convene General Meeting

(a) The Directors may convene a General Meeting as they think fit and must do so if required by the Act.

(b) The Directors shall on the requisition in writing of twenty-five percent (25%) of the Voting Members convene a General Meeting within twenty-one (21) days of receiving such notice. The requisition for a General Meeting shall state the object(s) of the meeting, shall be signed by the Voting Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one (1) or more of the Voting Members making the requisition.

9.3 Notice of a General Meeting

(a) Notice of a General Meeting of Members must be given:

(i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Association; and

(ii) in accordance with **clause 21** and the Act.

(b) At least 45 days prior to the proposed date of the AGM, the Secretary will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.

(c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:

(i) all information required to be included in accordance with the Act;

(ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;

(iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the Act; and

(iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

9.4 No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

9.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel, or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

(a) Members according to the Act;

(b) the Directors at the request of Members; or

(c) a court.

9.6 Written notice of cancellation or postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

(a) each Member entitled to attend the General Meeting; and

(b) each other person entitled to notice of a General Meeting under the Act.

9.7 Contents of a notice postponing a General Meeting

A notice postponing a General Meeting must specify:

(a) the new date and time for the meeting;

(b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and

(c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

9.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 10.8** or the Act.

9.9 Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

9.10 Non-receipt of notice

The non-receipt of a notice convening, cancelling, or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

9.11 Proxy voting not permitted

Proxy voting is not permitted at General Meetings of the Association,

10. PROCEEDINGS AT GENERAL MEETING

10.1 Number for a quorum

The number of Voting Members who must be present and eligible to vote for a quorum to exist at a General Meeting is 10%.

10.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

10.3 Quorum and time

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

(a) if convened by, or on requisition of, Members, is dissolved; and

(b) in any other case stands adjourned to such other day, time and place as the chair determines.

10.4 Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those Voting Members then present shall constitute a quorum.

10.5 Chair to preside over General Meetings

(a) The Chair is entitled to preside as chair at General Meetings.

(b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as chair (in order of entitlement):

(i) a Director (or other person) chosen by a majority of the Directors present;

(ii) the only Director present; or

(iii) a representative of a Voting Member that is entitled to vote and is chosen by a majority of the Voting Members present.

10.6 Conduct of General Meetings

(a) The chair:

(i) has charge of the general conduct of the meeting and of the procedures to be adopted;

(ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

(iii) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.

(b) A decision by the chair under this **clause 10.6** is final.

10.7 Adjournment of General Meeting

(a) The chair may, with the consent of any General Meeting at which a quorum is present, and must if so, directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

(b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.

(c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

10.8 Notice of adjourned meeting

(a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.

(b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

10.9 Questions decided by majority

Subject to the requirements of the Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

10.10 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is lost.

10.11 Declaration of results

(a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded, and the demand is not withdrawn.

(b) A declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Association, is conclusive evidence of the fact.

(c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

10.12 Poll

(a) If a poll is properly demanded by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.

(b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.

(c) A demand for a poll may be withdrawn.

(d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

10.13 Objection to voting qualification

(a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):

(i) may not be raised except at that meeting; and

(ii) must be referred to the chair, whose decision is final.

(b) A vote not disallowed under the objection is valid for all purposes.

10.14 Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made is final.

10.15 Electronic voting

Voting by electronic communication at General Meetings may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.

11. VOTES OF MEMBERS

11.1 Votes of Members

(a) At a General Meeting, on a show of hands and on a poll, each Voting Member shall have one vote.

(b) No Member other than Life Members and Individual Members are entitled to vote at General Meetings.

11.2 Election of Directors

(a) Elections for Elected Directors shall be by ballot in accordance with this **clause 11.2** at the relevant General Meeting and by such method as is determined by the Committee of Management.

(b) The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure. If at the close of nominations for an election to fill one or more Elected Director positions:

(i) the number of eligible nominees is equal to or less than the number of positions to be filled, then no election is to take place and those eligible nominees will be taken to be elected to fill one or more of the Elected Director positions; and

(ii) there are more eligible nominees than the number of positions to be filled, a ballot will be conducted as a poll and the eligible nominee/s who receives the highest number of votes will be elected to fill the Elected Director positions. If two or more nominees get the same number of votes and at the relevant time, there is only one Elected Director position to be filled then the Secretary is to draw the name of one of those nominees by lot. That nominee is to be elected as an Elected Director.

11.3 Resolutions not in General Meeting

(a) If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Association held at the time on which the document was signed by the last Member entitled to vote.

(b) For the purposes of **clause 11.3(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.

(c) Email or other form of visible or other electronic communication under the name of a Member is deemed to be a document in writing signed by that Member for the purpose of this clause.

12. DIRECTORS

12.1 Number of Directors

(a) There must be not less than Five Directors and not more than Ten Directors. Up to Eight Directors may be elected by the Members and up to Two may be appointed by the Elected Directors. The Directors must include a:

(i) President;

(ii) Vice President;

(iii) Secretary;

(iv) Treasurer;

(v) 4 x General Committee Members.

(b) Subject to **clause 12.1(a)**, not more than Eight Directors are to be elected by the Members (Elected Directors), and not more than Two Directors are to be appointed under **clause 12.10**.

12.2 Eligibility

(a) For the period from the date of this Constitution a person that:

(i) is an employee of the Association; or

(ii) holds an official position

(iii) was a Director of the Association and **clause 12.8** applies; or

(each a **disqualifying position**) may **NOT** hold office as a Director.

(b) A Director that accepts a disqualifying position must notify the other Directors of this fact immediately and is deemed to have vacated office as a Director.

(c) A person elected or appointed as a Director at the time of holding a disqualifying position must resign from that disqualifying position within 30 days.

(d) No person shall be eligible to stand for an Elected Director position if, during the proposed term of office, they would be in breach of **clause 12.8**.

(e) The Directors may determine position or role descriptions or necessary qualifications for Director positions.

(f) The Directors and Nominations Committee must use reasonable endeavours to ensure no one gender constitutes more than 60% of the total number of Directors.

12.3 Nomination for election

(a) At least 45 days prior to the proposed date of the AGM, at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Secretary will request from Members nominations (that comply with this **clause 12.3** for elections to positions falling vacant, that must be received no later than 28 days prior to the AGM.

(b) Any Member, Director or Committee may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next AGM.

(c) A nomination must:

(i) be in the form required by the Directors; and

(ii) signed by the nominator and nominee.

12.4 Term of office of Directors generally

Subject to clauses **Error! Reference source not found.**, 12.5(b), 12.6, 12.7 and 12.9, a n Elected Director will hold office for a term of two years.

(a) Following adoption of this Constitution:

(i) four (4) Elected Directors including the President, Vice President and Two General Committee Members shall serve for two (2) years; and

(ii) four (4) Elected Directors including the Secretary, Treasurer and Two General Committee Members shall serve for one (1) year.

All the above are eligible for re-election elected under for two (2) further terms of two (2) years each and retirements shall follow the above terms. Should any determination be required regarding terms and rotations of terms of Directors such determinations will be made by the Committee of Management or if the Committee of Management cannot agree will be determined by lot.

12.5 Office held until end of meeting

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including **clause 12.7**, is eligible for re-election.

12.6 Elected Director elected at General Meeting

(a) At a General Meeting:

(i) at which an Elected Director retires; or

(ii) at the commencement of which there is a vacancy in the office of an Elected Director,

there will be a vote of the Members conducted in accordance with **clause 11.2** to fill the vacancy by electing someone to that office.

(b) Subject to **clauses 12.7(c)**, **12.8** and **12.12**, an Elected Director elected under this **clause 12.7** takes office at the end of the meeting at which they are elected for a period of three years.

(c) An Elected Director elected under **clause 12.7(a)(ii)** is elected for the remainder of the term of office for the position that they are filling.

12.7 Maximum consecutive years in office for Directors

(a) A Director must not serve more than six (6) consecutive years as a Director, including where one or more of the years is as an Appointed Director.

(b) For **clause 12.7(a)**, where service:

(i) by a person as a Director under this Constitution is for a period less than two years:

(A) if the service is less than one year, it will be treated as one full year;

(B) if the service is between one year and two years, it will be treated as two full years; and

(ii) by a person as a Director takes place immediately before the adoption of this Constitution, the number of consecutive years of service by that person before the adoption of this Constitution will be treated as service towards **clause 12.7(a)**, rounded up to the nearest full year**.**

(c) A Director who has served the maximum number of years in accordance with **clause 12.7(a)** shall not be eligible to be a Director for one year following the completion of their maximum term.

12.8 Casual vacancy in ranks of Elected Directors

(a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 12.9**) in the rank of the Elected Directors.

(b) A person appointed under **clause 12.9(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, they may offer themselves for re-election.

12.9 Appointed Directors

(a) In addition to the Elected Directors, the Directors may themselves appoint up to two (2) persons to be Directors because of their special business acumen and/or technical skills. These persons will be known as the "Appointed Directors". Appointed Directors do not need to be Members to be appointed.

(b) Subject to **clauses 12.8** and **12.3**, an Appointed Director holds office for a term determined by the Directors not to exceed two (2) years and the appointment will be on such other terms as the Directors determine.

(c) A person may only serve six (6) consecutive years as an Appointed Director but, subject to the other requirements of this Constitution, in particular **clause 12.8** are otherwise eligible to be elected to an Elected Director position.

(d) Subject to this Constitution, the Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 12.10**) in the rank of the Appointed Directors on whatever terms the Directors decide.

12.10 Remuneration of Directors

A Director must not receive commissions on the sale of alcohol or be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

(a) paid by the Association for services rendered to it other than as a Director; and

(b) reimbursed by the Association for their reasonable travelling, accommodation, and other expenses when:

(i) travelling to or from meetings of the Directors, a Committee, or the Association; or

(ii) otherwise engaged in the affairs of the Association.

12.11 Vacation of office

The office of a Director becomes vacant when the Act says it does and if the Director:

(a) dies;

(b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;

(c) resigns from office by notice in writing to the Association;

(d) accepts appointment to, or becomes the holder of, a disqualifying position as set out in **clause 12.2** and does not resign from that position within 30 days;

(e) is removed by resolution of the Voting Members in a General Meeting. Unless otherwise resolved at a General Meeting, a Director removed in accordance with this **clause** cannot be re-appointed as a Director within three years of their removal.;

(f) is absent at three consecutive Directors' meetings without leave of absence from the Directors; or

(g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of the interest as required by the Act.

12.12 Alternate Director

A Director cannot appoint an alternate.

13. POWERS AND DUTIES OF DIRECTORS

13.1 Directors to manage the Association

The Directors are to manage the Association's business and may exercise those of the Association's powers that are not required, by the Act or by this Constitution, to be exercised by the Association in General Meeting.

13.2 Specific powers of Directors

Without limiting **clause 13.1**, the Directors may exercise all the Association's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Association or of any other person.

13.3 Time, etc

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

13.4 Delegation of powers

(a) Without limiting clause 16.4 the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to any employee on the Association or any other person as they think fit.

(b) Any delegation by the Directors of their powers:

(i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;

(ii) may be either general or limited in any way provided in the terms of the delegation;

(iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and

(iv) may include the power to delegate.

(c) If exercising a power depends on a person's opinion, belief, or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.

(d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

13.5 Code of Conduct and Committee of Management Charter

The Directors must:

(a) adopt a code of conduct for Directors and a Committee of Management charter; and

(b) periodically review the code of conduct and Committee of Management charter considering the general principles of good corporate governance.

13.6 Strategic Plan

The Directors must develop and adopt a strategic plan as revised from time to time. The strategic plan should seek to align with the strategic direction of Golf Australia.

14. PROCEEDINGS OF DIRECTORS

14.1 Directors' meetings

(a) Subject to **clause 14.1(b)** the Directors may meet for conducting business, adjourn and otherwise regulate their meetings as they think fit.

(b) The Directors must meet at least six times in each calendar year.

14.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

14.3 Chair's casting vote

The chair of the meeting will not have a casting vote.

14.4 Quorum

A majority of the current Directors present in person and/or via technology constitutes a quorum.

14.5 Effect of vacancy

(a) The continuing Directors may act despite a vacancy in their number.

(b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

14.6 Convening meetings

(a) A Director may, and the Secretary on the request of a Director must, convene a Directors' meeting.

(b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone or electronic means.

(c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Association in person or by post or by telephone or electronic means.

(d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.

(e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of Directors.

14.7 Circulating resolutions

(a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.

(b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 14.7(a)** and is taken to be signed when received by the Association in legible form.

(c) The resolution is passed when the last Director signs.

14.8 Validity of acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election, or qualification of any of them or that any of them was disqualified or had vacated office.

14.9 Directors' Interests

(a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the *Corporations Act 2001*, as soon as practicable after that Director becomes aware of their interest in the matter.

(b) Directors must complete an annual statement of interest which must be updated from time to time to satisfy the requirements in **clause 14.9(a)**.

(c) Where a Director declares a material personal interest or in the event of a related party transaction, that Director is ineligible to receive the Directors' meeting papers related to the matter and must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.

(d) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.

(e) The Secretary shall maintain a register of declared interests.

14.10 Minutes

The Directors must cause minutes of meetings to be made and kept in accordance with the Act.

15. VIRTUAL MEETINGS OF THE ASSOCIATION

15.1 Virtual Meeting

(a) A General Meeting or a Directors' Meeting may be held by means of a Virtual Meeting, provided that:

(i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors'

(ii) Meeting (as applicable); and

(iii) the meeting is convened and held in accordance with the Act.

(b) All provisions of this Constitution relating to a meeting apply to a Virtual Meeting in so far as they are not inconsistent with this **clause 15**.

15.2 Conduct of Virtual Meeting

The following provisions apply to a Virtual Meeting of the Association:

(a) all persons participating in the meeting must be linked by telephone, audio- visual or other instantaneous means for the purpose of the meeting;

(b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;

(c) at the commencement of the meeting each person must be distinguishable to the chair;

(d) a person may not leave a Virtual Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;

(e) a person may conclusively be presumed to have been present and to always have formed part of a quorum during a Virtual Meeting unless that person has previously notified the chair of leaving the meeting; and

(f) a minute of proceedings of a Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

16. SECRETARY

The Association must have a Secretary.

17. COMMITTEES

17.1 Committees

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals, and consultants), and may vary or revoke any delegation.

17.2 Powers delegated to Committees

(a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.

(b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

17.3 Committee meetings

Unless otherwise determined by the Directors, committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

17.4 FAR Committee

(a) A FAR Committee may be established by the Directors.

(b) The composition, duties and functions of the FAR Committee should be defined in the FAR Committee terms of reference.

18. POLICIES

18.1 Making and amending Policies

(a) In addition to policies made under **clause 7.2**, the Directors may from time to time make policies that are:

(i) required to be made under this Constitution; and

(ii) in their opinion, necessary or desirable for the control, administration, and management of the Association's affairs.

The Directors may amend, interpret, repeal, and replace any Policy.

(b) Unless otherwise stated in the Policy any Policy referred to in **clauses 7.2** and **18.1(a)** will take effect 7 days after the service of the Policy on the Member and shall be in force and effect on that date.

18.2 Effect of Policies

A Policy:

(a) is subject to this Constitution;

(b) must be consistent with this Constitution; and

(c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

18.3 Existing rules

All clauses, rules, by-laws, regulations, or other policies of the Association Club in force at the date of the approval of this Constitution (however described) insofar as such clauses, rules, by-laws, regulations and such policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Policies under **clause 19**.

19. INSPECTION OF RECORDS

A Member does not have the right to inspect any document of:

(a) the Association (including registers kept by the Association) except as permitted by the Act and unless the request is made in good faith and for a proper purpose; and

(b) Document of the Committee of Management including any minutes of Committee of Management meetings.

20. ACCOUNTS

20.1 Accounting Records

The Directors will cause proper accounting and other records to be kept and will distribute financial statements as required by the Act.

20.2 Auditor

Subject to the requirements of the Act a properly qualified auditor(s) shall be appointed by the Directors and the remuneration of such auditor(s) fixed and duties regulated in accordance with the Act.

21. SERVICE OF DOCUMENTS

21.1 Document includes notice

In this **clause 21**, document includes a notice.

21.2 Methods of service on a Member

The Association may give a document to a Member:

(a) personally;

(b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or

(c) by sending it to an email or other electronic address nominated by the Member.

21.3 Methods of service on the Association

A Member may give a document to the Association by:

(a) delivering it to the Registered Office;

(b) sending it by post to the Registered Office; or

(c) sending it to an email other electronic address nominated by the Association.

21.4 Post

A document sent by post if sent to an address:

(a) in Australia, may be sent by ordinary post; and

(b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the fourth business day after the date of its posting.

21.5 Electronic transmission

If a document is sent by email or other electronic transmission, delivery of the document is taken to:

(a) be affected by properly addressing and transmitting the email other electronic transmission; and

(b) have been delivered on the business day following its transmission.

22. INDEMNITY

22.1 Indemnity of officers

(a) This **clause 23** applies to every person who is or has been:

(i) a Director, or Secretary of the Association; and

(ii) another officer, employee, former officer, or former employee of the Association or of its related bodies corporate as the Directors may in each case determine.

Each person referred to in this **clause 23.1(a)** is referred to as an **Indemnified Officer** for the purposes of the rest of **clause 22**.

(b) The Association will indemnify each Indemnified Officer out of the property of the Association against:

(i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Association or of a related body corporate of the Association; and

(ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Association or of a related body corporate of the Association,

unless:

(iii) the Association is forbidden by legislation to indemnify the person against the liability or legal costs; or

(iv) an indemnity by the Association of the person against the liability or legal costs would, if given, be made void by legislation.

22.2 Insurance

The Association may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Association or of a related body corporate of the Association including a liability for legal costs, unless:

(a) the Association is forbidden by legislation to pay or agree to pay the premium; or

(b) the contract would, if the Association paid the premium, be made void by legislation.

22.3 Deed

The Association may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 22.1** on the terms the Directors think fit (as long as they are consistent with **clause 22**).

23. WINDING UP

23.1 Contributions of Members on winding up

(a) Each Voting Member maybe be required to contribute to the Association's property if the Association is wound up whilst they are a Member or within one year after their membership ceases.

(b) The contribution is for:

(i) payment of the Association’s debts and liabilities contracted before their membership ceased;

(ii) the costs of winding up; and

(iii) adjustment of the rights of the contributories among themselves.

The amount is not to exceed $1.00.

(c) No other Member shall be required to contribute to the Association's property if the Association is wound up.

23.2 Excess property on winding up

(a) If on the winding up or dissolution of the Association, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:

(i) having objects similar to those of the Association; and

(ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.

(b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has, or acquires, jurisdiction in the matter.

24. LIQUOR AND GAMING CONTROL

(a) A visitor to the Association's premises must not be supplied with liquor in those premises unless the visitor is:

(i) a guest in the company of a Member; or

(ii) if the Association admits authorised gaming visitors, an authorised gaming visitor admitted in accordance with the Policies.

(b) The Association must keep records of guests.

(c) If a venue operator's licence is in force for the Association's premises, an authorised gaming visitor must:

(i) produce evidence of his or her residential address before being admitted to the licensed premises; and

(ii) carry identification at all times whilst on the licensed premises; and

(iii) comply with any relevant rules of the Association whilst on the licensed premises.