

CORPORATIONS ACT 2001

A PUBLIC COMPANY LIMITED BY GUARANTEE

CONSTITUTION

Of

KOORINGAL GOLF CLUB LIMITED

Wilga Avenue

Altona Victoria 3018

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CORPORATIONS ACT 2001
CONSTITUTION
OF
KOORINGAL GOLF CLUB LIMITED
(A Company Limited by Guarantee)

1 Name of the Company

The name of the company is Kooringal Golf Club Limited.

2 Definitions and interpretation

2.1 Definitions

In this Constitution:

“**Absentee Member**” has the meaning given in clause 12.1.

“**Board**” means the Board of Directors of the Club elected or appointed in accordance with this Constitution from time to time.

“**Business Day**” means a day in Melbourne, not being a Saturday, Sunday or public holiday.

“**Candidate**” has the meaning given in clause 18.3(a).

“**Club**” means Kooringal Golf Club.

“**Club Facilities**” means those facilities provided by the Club which are not directly related to the playing of Golf including the clubhouse, gaming and restaurant facilities.

“**Corporations Act**” means the *Corporations Act 2001* (Cth).

“**Corporate Member**” a Member to whom the rights, privileges, entitlements and restrictions of corporate membership set out in part B of the Membership Matrix apply.

“**Director**” means a member of the Board elected or appointed in accordance with this Constitution.

“**Financial Member**” means a Member who has paid up any and all membership, subscription and other fees which are due to the Club from time to time in respect of their membership.

“**Gambling Act**” means the *Gambling Regulation Act 2003* (Vic).

"Gaming Member" means a Member to whom the rights, privileges, entitlements and restrictions of gaming membership set out in part B of the Membership Matrix apply.

"General Body of Members" means those Members who belong to a class of membership listed in part A of the Membership Matrix.

"General Manager" means the general manager or chief executive officer of the Club or their equivalent from time to time.

"Golf" means the game of Golf as defined in the Rules of Golf approved by The R&A.

"Golf Facilities" means those facilities provided by the Club which are directly related to the playing of Golf including course and practice facilities.

"Group A Directors" means the President, Vice President and two Ordinary Board Members.

"Group B Directors" means the Captain, Vice Captain, [Treasurer](#) and [three-two](#) Ordinary Board Members.

"Honorary Life Member" means a Member to whom the rights, privileges, entitlements and restrictions of honorary life membership set out in part A of the Membership Matrix apply.

"LCR Act" means the *Liquor Control Reform Act 1998* (Vic).

"Legal Practitioner" means a person who is, or is duly qualified to be, admitted, or who has previously been admitted, to practice as a barrister and/or solicitor in the State of Victoria or any other jurisdiction.

"Life Member" means a Member to whom the rights, privileges, entitlements and restrictions of life membership set out in part A of the Membership Matrix apply.

"Member" means a member of the Club.

"Membership Matrix" means the matrix attached as Appendix 1 which sets out the rights, privileges, entitlements and restrictions which apply in respect of each category of membership.

"Month" means a calendar month.

"Officer" means a Director who occupies any of the Offices listed in clause 15.2(a).

"Ordinary Board Member" means a Director who is not an Officer.

"Other Members" means those Members who belong to a class of membership listed in part B of the Membership Matrix.

"Returning Officer" means the person referred to in clause 18.2.

"Scrutineer" means the person referred to in clause 18.8(a).

"Secretary" means the company secretary of the Club from time to time.

"VCGLR" means the Victorian Commission for Gambling and Liquor Regulation and includes any body or bodies which assume some or all of the responsibilities of VCGLR.

"Weekdays" means Monday to Friday (both inclusive).

"Year" means the 12 month period commencing on 1 April and ending on 31 March in the following year or any other period determined by the Board from time to time.

2.2 Interpretation

In this Constitution, unless the context otherwise requires:

- (a) words importing the singular number include the plural number and vice versa;
- (b) words importing a gender include another gender;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example', 'such as' or similar expressions;
- (e) a reference to a person includes an individual, a partnership, a corporation or other corporate body, a joint venture, a firm, a trust, an association (whether incorporated or not) and a government agency or authority;
- (f) the headings are for convenience only and do not affect the interpretation or construction of this Constitution;
- (g) unless otherwise stated, a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (h) an expression used in this Constitution and not otherwise defined will be taken as having the same meaning as in the Corporations Act.

2.3 Constitution and the Corporations Act

- (a) Subject to clause 2.3(b), this Constitution is subject to the Corporations Act and where there is any inconsistency between a clause of this Constitution and the Corporations Act, the Corporations Act prevails to the extent of the inconsistency
- (b) To the maximum extent permitted by the Corporations Act, the provisions of the Corporations Act that apply as replaceable rules do not apply to the Club.

2.4 Transitional provision

This Constitution must be interpreted in a way that every Director and the General Manager in office in that capacity immediately before this Constitution is adopted continues in office subject to, and is taken to have been appointed or elected under, this Constitution.

3 Nature of the Club

3.1 Public company

- (a) The Club is a public company limited by guarantee.

- (b) The Club does not have the power to issue shares of any kind.

3.2 Not for profit

- (a) The income and property of the Club must be applied solely towards the promotion of the objects of the Club set out in clause 5.
- (b) Except as prescribed in this Constitution, no remuneration or other benefit may be paid or given by the Club to any Member.
- (c) Nothing in clause 3.2(b) prevents the payment in good faith by the Club of or to any Member:
 - (i) for any services actually rendered to the Club whether as an employee or otherwise;
 - (ii) for goods supplied in the ordinary and usual way of business;
 - (iii) of interest on money borrowed from any Member;
 - (iv) of rent for premises demised or let by any Member to the Club; or
 - (v) for any out of pocket expenses incurred by the Member on behalf of the Club

provided that any such payment must not exceed the amount ordinarily paid between parties dealing at arm's length in a similar commercial transaction and must otherwise comply with the terms of this Constitution.

4 Liability of Members

- (a) The liability of the Members is limited.
- (b) Despite anything to the contrary in this Constitution, each Member, irrespective of their class of membership, undertakes to contribute a maximum of \$20.00 to the Club for payment of:
 - (i) the debts and liabilities of the Club;
 - (ii) the costs, charges and expenses of any winding up; and
 - (iii) the adjustment of the rights of Members among themselves,in the event that the Club is wound up:
 - (iv) while the Member is a Member; or
 - (v) within one year after the Member ceases to be a Member.

5 Objects and powers

5.1 Objects

The objects of the Club are to:

- (a) promote and provide facilities for the game of Golf and other forms of sport;
- (b) acquire and provide by purchase, lease or otherwise land at Altona or elsewhere for the playing of Golf and other sporting purposes and to lay out, prepare and maintain the same for Golf and other sporting purposes;
- (c) to build or otherwise provide clubhouses, pavilions, conveniences, workshops, sheds and the like and generally provide for Members, their friends and guests all the usual privileges, advantages and conveniences appertaining to such a club including, without limitation, hospitality and gaming services;
- (d) to do such things to further the objectives set out above as deemed necessary by the Club from time to time; and
- (e) to do anything ancillary to, and not inconsistent with, the objectives set out above.

5.2 Powers

Subject to any restrictions set out in this Constitution, and provided its capacities and powers are exercised directly or indirectly in furtherance of its objects, the Club has the legal capacity and powers set out in the Corporations Act.

5.3 By laws, regulations and rules

The Board may make, amend and replace any regulations, by-laws and rules relating to the conduct and activities of the Club and its Members provided that such regulations, by-laws and rules are consistent with this Constitution and give effect to the objects set out in clause 5.1.

6 Members

6.1 Eligibility

- (a) The membership of the Club will consist of all eligible persons duly approved by the Board in accordance with this Constitution.
- (b) There must be at least one Member.
- (c) The Board may set a limit on the maximum number of Members overall and in each class.

6.2 Membership classes

- (a) As at the date of adoption of this Constitution, the Club's membership classes, the eligibility requirements, and rights, privileges and entitlements that apply in respect of each class of membership, are as set out in the Membership Matrix.
- (b) All classes of Membership of the Club are open to persons of any gender.
- (c) The Board may from time to time:
 - (i) establish new classes of Members;

- (ii) prescribe the qualifications and obligations of persons to become a Member of a class and the rights (including voting rights), privileges and entitlements that apply in respect of a class;
 - (iii) vary or cancel the rights attaching to any class of Members only if the variation or cancellation is permitted by the Corporations Act provided that any such variation or cancellation will not affect the rights of the existing Members of the class unless the Members of the relevant class agree otherwise by special resolution.
- (d) The Board must give written notice of the variation or cancellation to the Members of the relevant class within seven days of the variation or cancellation.
- (e) A person shall not:
- (i) be admitted as an honorary or temporary member of the Club; or
 - (ii) be exempted from the obligation to pay the ordinary subscription for membership of the Club
- unless the person is of a class specified in, and the admission or exemption is in accordance with, this Constitution.

6.3 Ceasing to be a Member

- (a) A person ceases to be a Member if the Member:
- (i) resigns in accordance with this Constitution;
 - (ii) being a natural person, dies, becomes bankrupt, makes a composition with or assigns the Member's estate for the benefit of their creditors;
 - (iii) being a Corporate Member, becomes insolvent, has a receiver, receiver and manager, administrator or liquidator appointed, or is wound up (except for the purposes of solvent reconstruction or amalgamation);
 - (iv) ceases to satisfy the criteria for admission to membership of the Club; or
 - (v) has their membership terminated in accordance with this Constitution.
- (b) If a Member ceases to be a Member, the Board must cause the Club without delay to make the necessary entry in the Members' register.
- (c) If a Member ceases to be a Member, that Member remains liable to pay to the Club any money which that Member owes to the Club and any amount for which that Member has guaranteed under this Constitution.

7 Members' Register

7.1 General Manager to maintain

- (a) The General Manager must maintain a register of Members.

- (b) The register of Members must be kept by the General Manager at the Club's registered office or as otherwise directed by the Board.
- (c) Subject to clause 8.3, a Member will be entered in the register after payment of all fees, subscriptions and levies required by the Board to be paid on their election to membership.
- (d) Subject to the Corporations Act, the Members' register must contain the following details (and any other details required by the LCR Act or the Gambling Act):
 - (i) in the case of a Member who is an individual, the full name, date of birth, residential and postal addresses, email address and telephone numbers of each Member as notified to the Club from time to time;
 - (ii) in the case of a Corporate Member, the full name, registered office and postal addresses of the Corporate Member with the full name, private address, email address and telephone number of the Corporate Member's nominated representative for the time being;
 - (iii) the date on which the Member's name was entered into the register of Members and, in the case of former Members, the date of ceasing to be a Member;
 - (iv) particulars of payment of the current fees, subscriptions and levies by such Member;
 - (v) the membership number of each Member;
 - (vi) a copy of the Member's signature; and
 - (vii) the class of membership to which the Member belongs.

7.2 Notice of changes

Each Member must notify the Club of the change in any detail kept in the register of Members no later than one month after the change.

7.3 Inspection

The register will be available for inspection (but, subject to the Corporations Act, not copying) by Members upon reasonable request to the Board.

8 Entrance Fees and Annual Subscriptions

8.1 Entrance fees

The entrance fees for the various categories of membership shall be set by the Board from time to time.

8.2 Subscription fees

- (a) In each Year, the Board shall determine the annual subscriptions for each category of membership which are to apply in respect of the next Year.

- (b) If the Board determines to increase the annual subscription for any or all membership categories by more than 5 per cent per annum ("**Yearly Subscription Increase Cap**") then, unless the Members approve otherwise, to the extent the increase determined by the Board exceeds the Yearly Subscription Increase Cap, it will not take effect until it has been approved by the Members in general meeting.
- (c) To the extent that the increase in annual subscriptions determined by the Board does not exceed the Yearly Subscription Increase Cap, that increase will apply from the start of the Year to which it relates.
- (d) Subject to clause 8.3, a Member must pay the applicable subscription fee annually in advance on or before the first Business Day of each Year or as otherwise directed by the General Manager.

8.3 Payment by instalments

The Board in its sole discretion may accept payment of any entrance fee, annual subscription, levy or other monies whatsoever due by any Member in such instalments as it determines from time to time.

8.4 Late payment

- (a) Any entrance fee, annual subscription, levy or other monies whatsoever due by a Member and remaining unpaid by the due date shall be deemed a debt due to and recoverable by the Club.
- (b) The Board may, in its discretion, require the relevant Member to pay interest (at a rate not exceeding that prescribed by the *Penalty Interest Rates Act 1983* (Vic) at the time the demand is made) on any such monies due and unpaid from the due date for payment until such monies have been paid.
- (c) Any Member who fails to pay any annual subscription fee, levy or other money due to the Club within:
 - (i) one month of the due date for payment, shall be considered unfinancial and shall be excluded from all the rights, privileges and entitlements of membership of the Club (unless the Board grants an extension of time for payment of such monies) until the unpaid amount (plus applicable interest) is paid in full;
 - (ii) two months of the due date for payment, or such extended time as the Board may grant, shall be removed from the register of members by the General Manager at the direction of the Board.
- (d) Any person who has ceased to be a Member of the Club in consequence of the operation of this clause may apply for re-election in accordance with clause 9.

9 Nomination and Election to Membership

9.1 All categories of membership (other than gaming membership)

- (a) This clause 9.1 applies in relation to applications for all classes of membership other than gaming membership.

- (b) Subject to clause 9.1(c), each application for admission to one of the categories of membership of the Club must:
- (i) be accompanied by the nomination fee as set by the Board from time to time;
 - (ii) be in a form prescribed by the Board;
 - (iii) set out the full name, address, occupation and date of birth of the person proposed as a Member;
 - (iv) be signed by the nominee, a proposer and a seconder to whom the nominee must be known and who must both be Financial Members; and
 - (v) be delivered to the General Manager who shall place it before the next meeting of the Board for consideration.
- (c) If an applicant is not known to any Members and is unable to provide a proposer and seconder then the applicant shall provide two personal references containing the contact details of the referees.
- (d) If the Board accepts the application, the Board will cause the name of the candidate to be displayed in a conspicuous place in the Club premises where it shall remain for not less than fourteen days.
- (e) Any Member may, during or after an application has been displayed as aforesaid but prior to admission to membership, indicate to the General Manager any objection which they may have to the person nominated being elected as a Member and every such objection shall be submitted by the General Manager at the next meeting of the Board.
- (f) When the application has been displayed as aforesaid the Board, after considering such further information regarding the candidate as it may require and, if it so desires, a report by a sub-committee of the Board nominated by it to interview candidates, shall if the Board approves the candidate resolve that their name be placed on any waiting list for the particular membership category. The General Manager shall keep a record of the numbers of the Board voting.
- (g) Waiting lists for each membership category shall be held by the General Manager and he or she shall enter the names that the Board has resolved shall be placed thereon. The order of priority in which such names are entered shall be in accordance with the order in which the applications were approved by the Board for placement on a waiting list provided, however, that if in the opinion of two-thirds of those present at a duly constituted meeting of the Board there are special reasons why any particular applicant should be given a higher priority then such candidate shall be entered in the priority determined by the Board, and provided further that priority shall be granted to the spouse, sons and daughters of Members applying for membership and to any class of Member applying for transfer to another category of membership or a former Member applying for re-admission to membership.
- (h) The Board after consideration of any application may at any time prior to the candidate's admission to membership direct that a candidate's name be withdrawn from the waiting list and shall not be bound to give any reason for so doing.

- (i) As a vacancy in any category of membership occurs the Board shall direct the General Manager to post a notification to the candidate at the top of the particular waiting list advising them that they may be admitted to membership upon payment of a sum equal to the then current annual subscription proportionate to the unexpired portion of the current Year, and the entrance fee if any current at the date of their application was first lodged with the General Manager but less the amount paid pursuant to clause 9.1(b)(i).
- (j) If such sum is not received by the Club within 21 days from the date of posting such notification, the Board may direct that the candidate's name be removed from the waiting list and if the candidate still desires to become a Member then he or she shall lodge a new application for membership.

9.2 Gaming membership

- (a) This clause 9.2 applies in relation to applications for gaming membership.
- (b) Each application for admission as a Gaming Member must:
 - (i) be accompanied by the application fee as set by the Board from time to time (if any);
 - (ii) be in a form prescribed by the Board;
 - (iii) set out the full name, address, occupation and date of birth of the person proposed as a gaming Member; and
 - (iv) be signed by the applicant; and
 - (v) be delivered to the General Manager (or their delegate).
- (c) An application for gaming membership may be approved or declined by the Club in such manner as is determined by the Board from time to time.

9.3 Delegation

For the avoidance of doubt, the Board may delegate any or all of its functions under this clause 9 to a subcommittee appointed in accordance with clause 21.3.

10 Change of Membership

- (a) Members desiring to change their membership from one category to another shall make written application to the Board and the Board shall have the power to grant or refuse such application without giving any reason.
- (b) If such application is granted and the applicant is notified that a vacancy exists, the Member shall forthwith pay the entrance fee current at the time the application was made less any entrance fee previously paid together with the additional annual subscription due for the category, proportionate to the unexpired portion of the Year.
- (c) No refund or rebate of entrance fee and/or annual subscription already paid or due need be made by the Club upon transfer to a category with a lower entrance fee and/or annual subscription.

- (d) Junior Members upon attaining their eighteenth birthday, Members under 21 upon attaining their twenty-first birthday, and Members who are full-time students upon attaining their twenty-fifth birthday or ceasing to be full-time students, are exempted from this provision until annual subscriptions are next due.

11 Rights of Members

- (a) Subject to the Corporations Act, this Constitution and any by-laws for the time being in force, the Board may from time to time determine to provide meals, refreshments and any other things for the consumption or use of its Members free of charge.
- (b) Except to the extent that this Constitution expressly provides to the contrary, no Member is entitled to any benefit or advantage from the Club which is not shared equally by every other Member.

12 Absentee Members

12.1 Application to become an Absentee Member

A Member may by notice in writing addressed to the General Manager apply to become an absentee Member ("**Absentee Member**"). The Board may determine whether or not, and if so on what terms, to approve any such application.

12.2 Rights and obligations of an Absentee Member

- (a) If the Board approves an application under clause 12.1:
 - (i) the applicant will become an Absentee Member with effect from the date determined by the Board;
 - (ii) the relevant Member will be liable to pay the subscription fee determined by the Board from time to time adjusted on a pro-rata basis against any part of the Member's annual subscription which has already been paid.
- (b) The rights of an Absentee Member are as set out in the Membership Matrix.

12.3 Reinstatement

- (a) An Absentee Member may by notice in writing to the General Manager apply to be reinstated to the category of membership held by the Absentee Member prior to them becoming an Absentee Member.
- (b) The Board may determine whether or not, and if so on what terms, to approve an application under clause 12.3(a).
- (c) If the Board approves an application under clause 12.3(a), the Absentee Member will be reinstated with effect on and from the first Business Day in the next Year after the application is approved unless the Board determines otherwise.

13 Resignation of Membership

- (a) Any Member may resign from their membership of the Club by notice in writing addressed to the General Manager and deposited at the registered office of the Club.
- (b) If such resignation is not deposited before the first Business Day of a Year, the Member resigning is liable to pay the subscription for the next ensuing Year even if paying by instalments unless otherwise determined by the Board.
- (c) A Member who has resigned and is subsequently re-elected to the Club shall not be required to pay an entrance fee unless in the meantime such fee has been raised in which case the person shall pay the difference only.
- (d) In addition to any payment required to be paid under clause 13(c), a Member who has resigned and is seeking re-election to the Club in accordance with this Constitution is not eligible for re-election unless and until all outstanding fees owed by them and relating to their previous membership have been paid.

14 Votes of Members

- (a) Subject to clause 14(b), every Member who is a member of the General Body of Members (or his/her proxy) shall have one vote and no more at every general meeting of the Club.
- (b) No Other Member or any other person shall be entitled to vote.
- (c) No Member who is otherwise eligible shall be entitled to vote at any meeting unless:
 - (i) the annual subscription, entrance fee (if applicable) and call or levy (if applicable) for the current Year has been paid in full; or
 - (ii) the time for payment thereof (or of any unpaid part thereof) has been extended by the Club and the vote is conducted during the period of the extension.

15 Board of the Club

15.1 Number of Directors

- (a) The Club must have at least three Directors.
- (b) The maximum number of Directors is to be fixed by the Directors, but must not be more than nine unless the Members in general meeting resolve otherwise.

15.2 Board composition

- (a) The Board shall comprise the following officers:
 - (i) President

(ii) Vice President

(iii) Captain, ~~and~~

(iv) Vice Captain,

(v) Treasurer,

(together, "**Officers**"); and

- (b) a maximum of ~~four~~^{five} other Directors unless the Members in general meeting resolve to increase that number in accordance with clause 15.1,

in each case elected from and by the General Body of Members subject to and in accordance with this Constitution.

15.3 No remuneration

No member of the Board (including any Officer) shall be entitled to remuneration for their services as a member of the Board (including as an Officer).

16 Eligibility for nomination and election to the Board

Every Member who is a member of the General Body of Members is eligible to be nominated and elected as a Director in accordance with this Constitution provided such Member:

- (a) has, prior to their nomination and election, paid all subscriptions, levies and other amounts currently due to the Club or has made arrangements to do so which have been approved in accordance with this Constitution;
- (b) provides with their nomination such paperwork as the Board may from time to time require from or in relation to all candidates, such as signed and completed Liquor and Gaming Application approval forms as required by the VCGLR;
- (c) at the time of the nomination and election, is not under suspension from the Club or has not previously been suspended from the Club on two or more occasions or for a period of 12 months or more whether or not the full suspension was served or partly served and partly suspended (including any suspension which occurred during the period prior to the date of adoption of this Constitution);
- (d) is not a President or Captain of the Club seeking re-election as President or Captain, respectively, at the next election of Officers of the Club immediately following the completion of three consecutive terms of office served by such President or Captain; and
- (e) not be otherwise ineligible or disqualified from holding office under this Constitution or the Corporations Act.

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17 Period of appointment of Directors

- (a) Subject to this Constitution, each Director shall be elected for a term of two years and will continue in office until the conclusion of the second annual general meeting after their election except that:
 - (i) the person elected as Vice President at the 2018 election will hold office for a term of 1 year only; and
 - (ii) the person elected as Vice Captain at the 2017 election will hold office for a term of 1 year only.
- (b) Retiring Directors are eligible for re-election subject to clause 16(d).

18 Election of Board members

18.1 Grouping of Directors

- (a) The election for the Board shall be divided into the following two groups:
 - Group A** President, Vice President and two Ordinary Board Members.
 - Group B** Captain, Vice Captain, Treasurer and two~~three~~ Ordinary Board Members.
- (b) The elections for Group A Directors and Group B Directors shall be held in consecutive alternate years subject to and in accordance with this Constitution.

18.2 Returning Officer

The returning officer shall be the General Manager, or if the General Manager is unable or unwilling to act, such other person as the Board shall appoint ("**Returning Officer**").

18.3 Nominations for positions on the Board

- (a) Any two members of the General Body of Members may nominate any natural person who is a Financial Member ("**Candidate**") to serve as a Director.
- (b) A nomination to serve as an Officer must state the office for which the Candidate is nominated.
- (c) The name of each Candidate so nominated together with the name of their proposer and seconder shall be given in writing, accompanied by the Candidate's consent to nomination, to the Returning Officer at least 21 days before the general meeting at which the election is to be held.
- (d) A nomination must be accompanied by completed Liquor and Gaming Application approval forms as required by the VCGLR signed by the Candidate unless a current approval is in force, in which case it must be accompanied by confirmation of the currency of that approval in a form acceptable to the Board, together with the Candidate's credentials as specified on the nomination form.
- (e) Any nomination which omits any of the information required by this clause 18.3 will be deemed invalid.

18.4 Publication of list of Candidates

A list of the Candidates with the names of the respective proposers and seconders, or a copy of each nomination received, shall be posted on the notice board or other conspicuous place in the clubhouse for at least 14 days immediately preceding the general meeting at which the election is to be held.

18.5 Candidates less than or equal to vacancies

If the number of Candidates nominated for any position is less than or equal to the number of positions available then those Candidates shall be deemed to have been elected to the position for which they have been nominated.

18.6 Insufficient Candidates

If insufficient Candidates are nominated the Board may fill the remaining vacancy or vacancies with a Member it considers suitable and who is otherwise eligible to be nominated or elected pursuant to this Constitution.

18.7 Ballot Paper

- (a) If there are more nominations than vacancies for the position of any Officer or for any position as an Ordinary Board Member, the Returning Officer must, subject to clause 18.13:
 - (i) cause the preparation of the ballot paper containing the names of the Candidates and the position for which each such Candidate has been nominated; and
 - (ii) place a secure locked ballot box in the Club premises to receive ballot papers on the opening of the ballot.
- (b) The names of the Candidates for each position shall appear on the ballot paper in alphabetical order.

18.8 Scrutineers

- (a) Each Candidate may nominate one Financial Member who is not a Candidate to act as a scrutineer ("**Scrutineer**").
- (b) The role of the Scrutineer is to oversee compliance with the procedures for voting and the counting of votes as set out in this clause 18.
- (c) If more than three persons are nominated to be Scrutineers, the Returning Officer shall select, by lot, three of the nominees to act as the Scrutineers.
- (d) If less than three persons are nominated to be Scrutineers, then the Returning Officer may appoint such additional Financial Members who are members of the General Body of Members and who are not Candidates to make up a total of three Scrutineers.
- (e) The Scrutineers must make themselves available to carry out their function as Scrutineers following the closing of the ballot and for the purposes set out this clause at the time and place appointed by the Returning Officer.

- (f) Nothing in this Constitution shall preclude the Scrutineers (with the consent of the Returning Officer) from assisting in the counting of votes if the Scrutineers all agree.

18.9 Procedures for Voting

- (a) Subject to clause 18.13, at least 21 days before the date of the general meeting at which the election is to be held, the Returning Officer shall send by post to each Member who is entitled to vote, at the Member's address as recorded in the register of Members:
 - (i) the ballot paper for the election, signed or initialled by the Returning Officer (or his/her delegate nominated in writing);
 - (ii) an envelope for the ballot paper marked "Ballot Paper" ("**Ballot Envelope**"); and
 - (iii) a postage paid return-envelope bearing the Returning Officer's address at the office of the Club, on the back of which shall be endorsed places for the Member to insert the Member's full name, address and signature ("**Postal Envelope**").
- (b) In completing the Member's vote in respect of the position of any Officer and in respect of the positions of Ordinary Board Members the Member must vote for as many Candidates as there are vacancies to be filled and no more or less ("**complying votes**"), failing which the Member's ballot paper shall be deemed informal and shall not be counted.
- (c) When the Member has completed the ballot paper the Member shall:
 - (i) place the ballot paper in the Ballot Envelope and then place that envelope in the Postal Envelope;
 - (ii) endorse the voter's signature, full name and address in the spaces provided for those purposes on the back of the Postal Envelope; and
 - (iii) cause the Postal Envelope to be posted or otherwise delivered to the Returning Officer at their address at the office of the Club in time to reach the Returning Officer not later than 12 noon on the day of the general meeting at which the election is to be held. Any Postal Envelope which does not reach the Returning Officer by the stipulated time for any reason whatsoever shall be disregarded in the voting procedure.

18.10 Duties of Returning Officer in Counting Votes

- (a) As soon as practicable after receipt of each Postal Envelope, the Returning Officer shall:
 - (i) place the Postal Envelope unopened in a secure locked ballot box in the Club premises until they are dealt with in accordance with this Constitution; and
 - (ii) record the name and address of the Member who has voted for identification and validation purposes.

- (b) After the close of voting the Returning Officer shall in the presence of the Scrutineers:
 - (i) examine each Postal Envelope, and if it has been properly completed and otherwise complies with this Constitution ("**Complying Envelope**"), accept that envelope for further scrutiny;
 - (ii) if in the reasonable opinion of the Returning Officer an envelope has not been properly completed or otherwise does not comply with this Constitution, reject the vote without opening the envelope; and
 - (iii) open each Complying Envelope, withdraw the Ballot Envelope and deposit it in the ballot box.
- (c) As soon as practicable after the close of voting, the Returning Officer shall, in the presence of each of the Scrutineers:
 - (i) open the ballot box containing the Ballot Envelopes received up to the time of the closing of the ballot and count the complying votes;
 - (ii) advise the Chair of the general meeting of the result of the ballot.
- (d) In the event that two or more Candidates for a position obtain an equal number of votes, the winner will be determined by the toss of a coin at the general meeting.

18.11 Declaration of Results of Ballot

The Chair of the general meeting at which the election is held shall advise the meeting of the results of the ballot.

18.12 General

- (a) The Board may make by-laws for the issue and safe custody of ballot papers and to enable the Returning Officer to maintain a register of members entitled to vote and to check the validity of votes and for such other matters incidental to the taking of ballots as it deems fit.
- (b) The Returning Officer may destroy the ballot papers after the results of the ballot are announced to the meeting.
- (c) An election shall not be invalidated by reason merely that ballot papers have been irregularly forwarded to persons who are not entitled to vote or have not been sent to Members who are entitled to vote, unless, in the opinion of the Returning Officer, the irregularity or omission would have materially affected the result of the election.
- (d) If, before the close of voting, a Member gives to the Returning Officer a statutory declaration to the effect that the Member has not received a ballot paper or that the ballot paper received has been lost, spoilt or destroyed, and that the Member has not already voted, the Returning Officer may in their discretion issue a new ballot paper to that Member.

18.13 Other forms of voting

Notwithstanding anything to the contrary in this clause 18, the Board may from time to time determine that Members will cast their vote other than by post (including electronically) and

any poll conducted, and vote cast, in accordance with the procedure and rules approved by the Board will as valid and effective as a vote cast by post.

18.14 Transitional clause

Without limiting clause 19.3, the Board may appoint an Ordinary Board Member who was elected to the Board at the 2020 annual general meeting to the role of Treasurer and the person so appointed shall hold the position until the 2022 annual general meeting.

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19 Board Casual Vacancies

19.1 Vacation of office as Director

- (a) A Director vacates office if:
- (i) they cease to be a Member of the Club;
 - (ii) their membership of the Club is cancelled in accordance with this Constitution;
 - (iii) their membership of the Club is suspended in accordance with this Constitution for a period of 3 months or more;
 - (iv) they become disqualified to act as a director pursuant to the Corporations Act;
 - (v) they become disqualified from in any way (whether directly or indirectly) taking part in, or being concerned in the management of, the Club pursuant to the LCR Act or the Gambling Act;
 - (vi) they are absent from three consecutive meetings of the Board or four meetings in any Year (unless a leave of absence is approved by the Board);
 - (vii) they become of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;
 - (viii) they become bankrupt or insolvent or make any arrangement or composition with their creditors generally;
 - (ix) subject to clause 19.2, they have a material personal interest in a matter that relates to the affairs of the Club, unless the Director has declared the interest and refrained completely from taking part in any decision or discussion related to the matter;
 - (x) they resign their position by notice in writing given to the General Manager; or
 - (xi) they are removed from the Board in accordance with this Constitution by the Members at a general meeting.
- (b) Without limiting clause 19.1(a)(v), a Director also vacates office if any approval required to be provided in respect of the Director by VCGLR is not given or is withdrawn by VCGLR for any reason.

19.2 Interested Board Member

Notwithstanding clause 19.1(a)(ix), a Director who has a material personal interest in a matter that relates to the affairs of the Club (the "**interested Board Member**") does not vacate their position if the Directors who do not have a material personal interest in the matter pass a resolution that the interest is not of a nature to require the position of the interested Board Member to become vacant.

19.3 Appointment to fill casual vacancy

- (a) In the event of a casual vacancy occurring in any Board position the Board may appoint any Member (including a Member who is or has been a Director) who is eligible for election to the Board to fill the vacancy and the Member so appointed shall hold the position for the remainder of the term of the Director who occupied the position immediately prior to the vacancy arising.
- (b) For the avoidance of doubt, if a Director (including an Officer) ("**Relevant Director**") is appointed in accordance with clause 19.3(a) to fill a casual vacancy occurring in any Board position occupied by any other Director (including an Officer), the Relevant Director will be deemed to have resigned from the Board position to which they were originally elected or appointed ("**Relevant Position**") and in that scenario clause 19.3(a) will again apply in relation to the Relevant Position.

20 Removal of Board Member

- (a) Subject to the Corporations Act, the Members in a general meeting may by resolution remove any Director before the expiration of their term and appoint another Member in their stead to hold office until the expiration of the term of the removed Director.
- (b) Notice of intention to move the resolution referred to in clause 20(a) must be given to the General Manager at least two months before the meeting is to be held unless the Corporations Act allows a shorter period of notice.
- (c) The General Manager must give the Director a copy of the notice referred to in clause 20(a) as soon as practicable after it is received.
- (d) The Director to whom the resolution refers is entitled to put their case to the Members by:
 - (i) giving the General Manager a written statement for circulation to Members; and
 - (ii) speaking to the motion at the meeting.
- (e) The written statement is to be circulated by the General Manager to Members by:
 - (i) sending a copy to every Member to whom notice of the meeting is sent if there is time to do so; or
 - (ii) if there is not time to comply with clause 20(e)(i) having the statement distributed to Members attending the meeting and read out at the meeting before the resolution is voted on. The Director's statement does not have

to be circulated to Members if it is more than 1,000 words long or defamatory.

- (f) If a Director is removed in accordance with clause 20, the removal of the Director is not invalidated by the fact that the Members did not appoint another Member to the Board, and in the event that another Member is not appointed to the Board, a casual vacancy shall exist for the Board position.

21 Management of Club by Directors

21.1 Powers of the Board

- (a) The business of the Club is to be managed by or under the direction of the Board.
- (b) The Board may exercise all powers of the Club except any powers that under the Corporations Act or this Constitution are required to be exercised by the Club in general meeting.
- (c) Without limiting the generality of clause 21.1(b), the Directors may exercise all the powers of the Club to borrow money, to charge any property or business of the Club and to issue debentures or give any other security for a debt, liability or obligation of the Club or of any other person.

21.2 Directors must keep transactions confidential

- (a) Every Director and other agent or officer of the Club must:
 - (i) keep confidential all aspects of all transactions of the Club, except:
 - (A) to the extent necessary to enable the person to perform their duties to the Club; or
 - (B) as required by law;
 - (ii) if requested by the Directors, sign and make a declaration that he or she will not disclose or publish any aspect of any transaction of the Company.

21.3 Delegation

- (a) Subject to the Corporations Act, the Directors may delegate any of their powers to:
 - (i) a subcommittee of Directors;
 - (ii) a subcommittee comprising such persons as the Board determines;
 - (iii) any Director;
 - (iv) any employee of the Company; or
 - (v) any other person.
- (b) The delegate must exercise the powers delegated to them under any directions of the Directors.

- (c) The effect of the delegate exercising a power is the same as if the Directors exercised it.
- (d) The Directors may at any time revoke or vary any delegation to a person or committee.
- (e) The business of all committees (including standing committees) shall be conducted in accordance with the direction of the Board and committees shall conform to any by-laws or regulations that may be prescribed by the Board.
- (f) All committees shall report to the Board and decisions of a committee shall be subject to confirmation by the Board except where the committee has been given express power to act by the Board or by this Constitution.

22 Board meetings

22.1 Directors' circulating resolution without meeting

- (a) The Directors may pass a resolution without a Board meeting being held if all of the Directors entitled to vote on the resolution sign a document (which may include a facsimile transmission or email) containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director signs.

22.2 Frequency of meetings

The Board shall meet as required and hold a minimum of six meetings per annum.

22.3 Chair

The President for the time being shall be the Chairman of the Board and shall when present preside at all meetings of the Board. If the President is not present, the Vice President shall preside failing which the Board shall elect a Chairman from one of their number who is present.

22.4 Majority and casting vote

Save as herein otherwise provided, questions arising at any meeting shall be decided by majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

22.5 Calling Board meetings

Any two members of the Board may, and the General Manager on the requisition of two members of the Board shall, at any time summon a meeting of the Board.

22.6 Conduct of Board meetings

- (a) A Board meeting may be called and held:

- (i) in person;
 - (ii) by telephone;
 - (iii) by audio-visual linkup; or
 - (iv) using any technology consented to by a majority of the Directors before or during the relevant meeting.
- (b) Any consent under clause 22.6(a)(iv) may be a standing consent.
- (c) If a Director gives their consent under clause 22.6(a)(iv), that Director may only withdraw the consent within a reasonable period before the meeting commences.
- (d) A Director is regarded as present at a meeting where that meeting is conducted by telephone, audio-visual linkup or other technology if the Director is able to hear, and to be heard by, all others attending the meeting.
- (e) A meeting conducted by telephone, audio-visual linkup or other technology will be deemed to be held at the place agreed on by the Directors attending that meeting provided at least one of the Directors present at the meeting was at that place for the duration of the meeting.
- (f) An original document, or a photocopy, facsimile or electronic copy of that document, which is in the possession of, or has been seen by, all Directors attending the Directors' meeting before, or at the time of, that meeting, is deemed to be a document tabled at that meeting.
- (g) Subject to this clause 22.6, the Directors may adjourn and otherwise regulate Board meetings as they determine.

22.7 Power of board

- (a) The Board shall exercise all such powers and do all such things as may be exercised or done by the Club save such as are by this Constitution or by any statute for the time being in force required to be exercised or done by the Club in general meeting.
- (b) In the event of any difficulty arising as to the meaning of a provision in this Constitution or by-law, the Board shall have the power to pronounce a decision and this decision shall be final.
- (c) The Board shall not without the approval of a general meeting of the Club sell, transfer, lease, grant an option over or otherwise dispose of the whole or any part of the Club's interest in the real property of the Club.

22.8 Conflict of interest

- (a) Any Director who has an interest in a contract or proposed contract with the Club shall declare such interest and at any meeting at which such contract is to be discussed refrain from voting on any matter related to such contract.
- (b) For the purpose of this clause, an interest shall include:
 - (i) an interest from which a financial benefit could be derived; or

- (ii) being the director of a company which is a contracting party or proposed contracting party; or
- (iii) being a shareholder in a non-publicly listed company which is a contracting company or proposed contracting company.

22.9 Notice

Unless all Directors agree to hold a meeting on shorter notice, not less than 14 days' written notice of any meeting of the Board shall be given to each Director.

22.10 Quorum

- (a) The quorum necessary for the transaction of business of the Board may be fixed by the Board and unless and until fixed shall be five.
- (b) No business shall be transacted unless a quorum is present either in person or by telephone or appropriate electronic conference facilitation, and if, within half an hour of the time appointed for the Board meeting, a quorum is not present the Chairman shall adjourn the Board meeting to an appropriate time and place unless the Board meeting was a Board meeting requisitioned by the Directors pursuant to clause 22.5 in which case it lapses.

23 Directors' and Members' minutes

23.1 Minutes

The Directors must cause to be entered in the minute books of the Club within one month of the relevant meeting, minutes containing details of:

- (a) the names of the Directors present at each meeting of the Directors and of any committee of Directors;
- (b) all declarations made or notices given by any Director (either generally or specifically) of its interest in any contract or proposed contract or of its holding of any office or property where any conflict of duty or interest may arise; and
- (c) all resolutions and proceedings of general meetings of the Club, meetings of the Directors and meetings of any committee of the Directors.

23.2 Minutes to be signed by Chair

Any minutes of any general meetings of the Club, meetings of the Directors or meetings of any committee of the Directors must be signed by the Chair of the meeting or by the Chair of the next succeeding meeting and once signed will constitute prima facie evidence of the matters stated in the minutes.

23.3 Members' access to minutes

- (a) The Directors must ensure that the minute books for meetings of its Members are open for inspection by Members free of charge.
- (b) If requested by a Member in writing, the Directors must ensure the Club sends a copy of any minutes or extract of minutes of any general meeting of Members

requested within 14 days after the request or, if the Directors determine that payment should be made for the copies, within 14 days after the Club receives the payment.

24 General Manager and Secretary

24.1 General Manager

- (a) There shall be a General Manager of the Club who will be employed by the Board on such terms and conditions as the Board determines.
- (b) The General Manager shall be paid such remuneration (if any) for their services as the Board may from time to time determine.
- (c) The General Manager shall not be a Director and it shall not be necessary that they should be a Member.

24.2 Company Secretary

- (a) The Club must have a company secretary or secretaries, at least one of whom is ordinarily resident in Australia.
- (b) The secretary will be appointed by the Board on such terms and conditions as the Board determines.
- (c) The person for the time being holding the position of General Manager may also be appointed as secretary.

25 Power to levy Members

- (a) Subject to the Corporations Act, the Board may make one or more calls on Members for levies in addition to any annual subscription. The total amount of all calls payable by a Member in respect of any one Year shall not exceed an amount equal to 20% of the annual subscription payable by that Member in respect of that Year.
- (b) Any such levies shall be against all categories of Members at the same time.
- (c) The levy payable by each category of Member shall be in the same proportions to each other as are their respective annual subscriptions rounded up to the nearest ten dollars.

26 Accounts

- (a) The Board shall cause correct accounts and books to be kept showing the financial affairs of the Club and particulars usually shown in books of account of a like nature.
- (b) The books of account shall be kept at the registered office of the Club or at such other place or places as the Board thinks fit and shall always be open to the inspection of the Board.

- (c) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Club or any of them shall be open to the inspection of Members not being members of the Board and no Member (not being a member of the Board) shall have any right of inspecting any account or books or document of the Club except as conferred by statute or authorised by the Board or by the Club in general meeting.
- (d) Once at least in every Year the Board shall lay before the Club in general meeting an account of income and expenditure for the period since the preceding account in accordance with the Corporations Act. A balance sheet shall be made out in every Year and laid before the Club in general meeting made up to a date not more than five months after the end of the Year and a copy thereof shall not less than fourteen days prior to the meeting be sent to the persons entitled to receive notice of general meetings in the manner in which notices are to be given hereunder.

27 Audit

At least once in every Year, the accounts of the Club shall be examined and the correctness of the working account and balance sheet ascertained by one or more Auditor or Auditors who shall be a registered company auditor or registered company auditors as the case may be. The Auditor or Auditors shall continue as such until replaced by the Members in general meeting in accordance with the Corporations Act.

28 General Meetings

28.1 Purpose

- (a) A general meeting shall be held once in every calendar year and within five months of the expiration of each Year at such time and place as may be prescribed by the Board for the following purposes:
 - (i) to receive from the Board a report, balance sheet and statement of accounts for the preceding Year;
 - (ii) to elect Officers and Ordinary Board Members in place of those retiring;
 - (iii) to elect Life Members; and
 - (iv) to appoint a person or persons or a firm to fill any vacancy in the office of auditor of the Club.
- (b) The above-mentioned general meetings shall be called annual general meetings. All other general meetings shall be called extraordinary general meetings.
- (c) Right to attend

Subject to clause 28.9, the only persons entitled to vote at general meetings or to have any voice in the management of the Club shall be the General Body of Members provided however that the Board may invite a person or persons to attend any such meeting or meetings.

28.2 Notice

At least twenty one days' notice specifying the place and date and the hour of meeting and in the case of special business the general nature of the business shall be given to the General Body of Members in the manner hereinafter mentioned or in such other manner (if any) as may be prescribed by the Club in general meeting but the non-receipt of such a notice by or the accidental omission to give such notice to any eligible Member shall not invalidate the proceedings at any general meeting.

28.3 Special Business

All business shall be deemed special that is transacted at an extraordinary general meeting or that is transacted at an annual general meeting with the exception of the consideration of the accounts, balance sheets, the ordinary reports of the Board and Auditors, the election of Officers and of Board in the place of those retiring and the fixing of any remuneration of the Auditor or Auditors.

28.4 Quorum

- (a) No business except to adjourn the meeting shall be transacted at any general meeting unless a quorum of the General Body of Members is present at the time when the meeting proceeds to business.
- (b) Twenty members of the General Body of Members present personally shall be a quorum.
- (c) If within half an hour from the time appointed for the meeting a quorum of eligible members is not present the meeting if convened on the requisition of the eligible members shall be dissolved. In any other case it shall stand to be adjourned to such day, time and place as the Board may, within the period of ten days next following, decide and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those eligible members personally present if more than one shall be a quorum.

28.5 Chairman of Meeting

- (a) The President and failing him the Vice President shall preside as Chairman at every general meeting of the Club. In case of an equality of votes the Chairman shall be entitled to a second or casting vote.
- (b) If there is no such Chairman or if at any meeting they are not present within five minutes of the time of holding the same the eligible Members present shall choose someone of their number to be Chairman of that meeting.

28.6 Adjournment of Meeting

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

28.7 Declaration of Chairman final

At every general meeting unless a poll is demanded a declaration by the Chairman that a resolution has or has not been carried by either a simple or some special majority and an entry to that effect in the minute book of the Club shall be conclusive evidence of the fact

without proof of the number or proportion of the votes recorded in favour of or against the resolution.

28.8 Poll

If a poll is demanded in manner aforesaid the same shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

28.9 Proxies

- (a) A Member may appoint any other Member who is entitled to vote at general meetings to be the proxy for the first-mentioned Member to vote upon any question arising at a general meeting or an adjourned meeting.
- (b) The appointment of a proxy shall be on a form approved by the Board from time to time.
- (c) A Member shall be entitled to instruct his/her proxy to vote in favour of or against any proposed resolutions. In the absence of such instruction, the proxy may use his/her reasonable discretion and vote as he/she thinks fit.
- (d) Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as the circumstances admit –

KOORINGAL GOLF CLUB LIMITED

I being a member of the abovementioned Club hereby appoint.....of.....; or failing him/her.....of.....

as my proxy to vote for me on my behalf at the (Annual or Extraordinary as the case may be) general meeting of the Club to be held on the day of.....20.... and at any adjournment thereof.

Signed this day of20.....

.....Member.

This form is to be used * In favour of the resolution.

* Against.

* Strike out whichever is not desired (unless otherwise instructed the proxy may vote as he or she thinks fit).

- (e) The instrument appointing a proxy and the Power of Attorney or other authority if any, under which it is signed or a certified copy of the power or authority shall be deposited at the registered office of the Club or at such other place (if any) within Victoria as is specified for that purpose in the notice convening the meeting, no later than 5.00pm on the day before the date of the general meeting at which the election is to be held, and in default the instrument of proxy shall not be deemed as valid.
- (f) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the person's death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was

executed, if no instrument in writing of such death unsoundness of mind or revocation as aforesaid has been received by the Club at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

29 Misconduct and Discipline

29.1 Members not to engage in certain conduct

A Member must not:

- (a) wilfully infringe any provision of the Constitution or any rule or regulation made in accordance with the Constitution;
- (b) behave in an unbecoming, dishonourable or offensive manner within the Golf Facilities or Club Facilities or otherwise while representing the Club or participating in any Club activity;
- (c) engage in any conduct that, in the reasonable opinion of the Board, contravenes the Club's code of conduct or is otherwise detrimental to the image, character or reputation of the Club, the Board, the Member or the sport of Golf;
- (d) act in a manner prejudicial to the interests of the Club; or
- (e) be convicted of an indictable criminal offence.

29.2 Investigation and suspension

- (a) If the General Manager suspects that any Member has breached clause 29.1, the General Manager or any other person nominated by the Board from time to time (together, **Investigator**) will investigate the circumstances (including interviewing any person who made a complaint to ascertain the relevant facts and taking statements from any witnesses, if required) and, if the Investigator is of the opinion that the Member may have breached clause 29.1, the Investigator will refer the matter to the Discipline Sub-Committee, unless the Investigator determines the matter to be frivolous or vexatious.
- (b) Without limiting any other provision of this Constitution, the Board may in its absolute discretion suspend any Member who is under investigation or subject to a disciplinary proceeding pending the outcome of the disciplinary process set out in this clause 29.

29.3 Discipline Subcommittee

- (a) The Board shall from time to time appoint persons to a committee to be known as the Discipline Sub-Committee.
- (b) The Discipline Sub-Committee must investigate any matter referred to it under clause 29.2(a)0.
- (c) The Discipline Sub-Committee shall consist of three persons, being members of the Board and will make its decision in respect of any referral under clause 29.2(a)0 by a majority vote of its members.

- (d) Where a referral has been made by the Investigator under clause 29.2(a), the Investigator shall give notice of the referral to the Member in respect of whom the referral has been made as soon as is reasonably practical after such referral has been made but at least 7 days before the date of the hearing of the referral, and such notification must provide:
 - (i) notice of the referral that has been made against the Member and a statement of the grounds for the making of the referral;
 - (ii) notice of the date, time and place when and where the Discipline Sub-Committee will meet to hear and determine the issues relating to the referral;
 - (iii) notice that the Member may:
 - (A) appear at the hearing of the Discipline Sub-Committee to hear the referral alone or with representation provided that the Member may not be represented by a Legal Practitioner; and/or
 - (B) make written submissions to the Discipline Sub-Committee in respect of the referral and, if so, the written submissions must be delivered to the General Manager not less than 2 days prior to the date of the hearing.
- (f) The Discipline Sub-Committee may vary the time or place specified under clause 29.3(d) and the General Manager shall give to the Member the subject of the referral at least 3 days' written notice of any such variation.

29.4 Hearing by Discipline Sub-Committee

- (a) At the time and place referred to in the notice of referral, or as varied under clause 29.3(f), the Discipline Sub-Committee shall conduct a hearing into the matters the subject of the referral.
- (b) The hearing shall be conducted with as little formality, technicality and with as much expedition, as a proper consideration of the matters before the Discipline Sub-Committee permits.
- (c) The Discipline Sub-Committee is not bound by the rules of evidence or by practices and procedures applicable to courts of record but may inform itself of any matter in such manner as it thinks appropriate and the procedures of the Discipline Sub-Committee are within the discretion of the Discipline Sub-Committee.
- (d) At any hearing conducted under clause 29.4(a), the Discipline Sub-Committee shall:
 - (i) provide to the Member the subject of the referral an opportunity to be heard; and
 - (ii) hear and determine the matter before it in an unbiased manner.
- (e) The Discipline Sub-Committee shall decide any referral made under this clause 29 on the balance of probabilities whether the Member has or has not engaged in the alleged conduct.

- (f) A Member referred by the Investigator under this clause 29 shall bear the onus of establishing on the balance of probabilities that the alleged conduct was not engaged in.
- (g) At the conclusion of its hearing, the Discipline Sub-Committee may:
 - (i) declare the referral sustained and may impose a sanction as provided for under clause 29.5;
 - (ii) declare the referral dismissed; or
 - (iii) adjourn the hearing to a fixed date or indefinitely.
- (h) Any decision of the Discipline Sub-Committee under this clause 29 is final and binding, subject to any appeal under clause 29.6.
- (i) The Discipline Sub-Committee shall not be obliged to give reasons for a decision under this clause 29 but must inform the Member of its decision at the end of the hearing or otherwise such Member will be notified of such decision in writing within 10 days of the date of the hearing.
- (j) Where there is any procedural irregularity in the manner in which a matter has been brought before the Discipline Sub-Committee, the Discipline Sub-Committee may still hear and determine the matter unless it is of the opinion that the irregularity has caused or may cause injustice if the matter was heard.

29.5 Sanctions

- (a) If the Discipline Sub-Committee has determined that the Member has breached clause 29.1, before imposing a sanction, it will provide the Member an opportunity to make a brief oral submission in mitigation before the sanction is imposed.
- (b) The Discipline Sub-Committee may then impose any sanction on the Member that the Discipline Sub-Committee in its absolute discretion it thinks fit, including any one or more of the following:
 - (i) expel the Member from membership of the Club;
 - (ii) suspend the Member's membership of the Club for a period of time;
 - (iii) impose such restrictions on the rights the Member may enjoy while remaining a Member of the Club;
 - (iv) impose a fine or financial sanction;
 - (v) reprimand the Member;
 - (vi) impose a sanction on any terms or conditions seen fit;
 - (i) take no action.
- (b) During a Member's period of suspension, the Member must (if not already having done so) pay in full all fees, subscriptions and levies applicable to such Member.
- (c) If a Member is expelled, then from the time of such expulsion, the Member shall not:

- (i) enter the Golf Facilities or Club Facilities; and
- (ii) be entitled to a refund of any of the fees, subscriptions or levies previously paid by such Member.

29.6 Appeals

- (a) A Member may appeal against a decision of the Discipline Sub-Committee under this clause 29 by giving written notice to the General Manager within 7 days of being notified of such decision provided that a Member who does not attend the hearing of the Discipline Subcommittee conducted under clause 29.4(a) without reasonable excuse, or who is suspended from Membership for less than three months, has no right of appeal.
- (b) The Board shall from time to time appoint persons to a body to be known as the Appeal Sub-Committee.
- (c) Any appeal lodged by a Member under clause 29.6(a) shall be heard and determined by the Appeal Sub-Committee.
- (d) The General Manager will notify the Member in writing of the date, time and place of the hearing of the appeal. The Member may:
 - (i) appear before the Appeal Sub-Committee at the time and place so notified either alone or with representation, provided that the Member may not be represented by a Legal Practitioner; or
 - (ii) make written submissions to the Appeal Sub-Committee and the written submissions must be delivered to the General Manager not less than 48 hours prior to the date of the hearing of the appeal.
- (e) The appeal will consist of a re-hearing of the referral made against the Member and will be heard by an Appeal Sub-Committee in accordance with clause 29.6(f).
- (f) The Appeal Sub-Committee:
 - (i) shall consist of three persons, being two members of the Board and one independent member appointed by the Board, but must not include any member of the Discipline Sub-Committee which made the decision being appealed;
 - (ii) will make its decisions by a majority vote of its members; and
 - (iii) has the same powers and obligations as the Discipline Sub-Committee.
- (g) When required, the Board will choose by consensus those of its members required from time to time to constitute the Discipline Sub-Committee and Appeal Sub-Committee but failing any such consensus, the President will choose the requisite Discipline Sub-Committee and Appeal Sub-Committee members, which may include him or herself.
- (h) When duly constituted, the members of the respective Discipline Sub-Committee and Appeal Sub-Committee will select one of their number to act as Chairperson of the respective Discipline Sub-Committee or Appeal Sub-Committee (as applicable).

30 Member under suspension

30.1 Restrictions

Unless otherwise determined by the Board, any Member whose membership is suspended in accordance with this Constitution shall during the period of such suspension not be entitled to:

- (a) attend at the premises or use any of the facilities of the Club (including the Club Facilities and the Golf Facilities) for any purpose without the permission of the Board; or
- (b) participate in any of the recreational, social or sporting activities of the Club without the permission of the Board;
- (c) attend or vote at any meeting of the Club;
- (d) nominate or be elected or appointed to the Board;
- (e) vote in the election of the Board;
- (f) propose, second or nominate any eligible member to be a Director; or
- (g) propose, second or nominate any candidate for Membership or any eligible Member for Life membership or Honorary Life membership.

30.2 No refund

If a Member is suspended, the Member shall not be entitled to a refund of any fees, subscriptions or levies previously paid by such Member.

31 Visitors

31.1 Right to introduce visitors

A member of the General Body of Members may introduce visitors to the Club in accordance with the Club's by-laws.

31.2 Visitors' Register

The General Manager must maintain a visitors' register recording the name of each visitor to the Club, the date of admission and whether the visitor was:

- (a) introduced as a guest of Member – in which case the register shall record the name of the introducing Member; or
- (b) an authorised gaming visitor– in which case the register shall record the residential address of the visitor.

32 Supply of Liquor

32.1 Restriction on supply

- (a) No liquor shall be sold or supplied by or on behalf of the Club to any person except on the days during the hours and in the manner prescribed by the Club's liquor licence and provisions of the LCR Act.
- (b) No liquor shall be sold or supplied by or on behalf of the Club to any person under 18 years of age except where any such person is accompanied by a spouse or parent or guardian and the liquor sold is supplied for consumption as part of a meal supplied on the Club premises.
- (c) Unless otherwise permitted by the Club's liquor licence or the LCR Act, no liquor shall be sold or supplied by or on behalf of the Club for consumption elsewhere than on the Club premises.

32.2 Supply of liquor to visitors

- (a) A visitor shall not be supplied with liquor on the Club's premises unless the visitor is:
 - (i) a guest in the company of a Member; or
 - (ii) an authorised gaming visitor; or
 - (i) present at an occasion or function on the Club premises in respect of which a limited licence pursuant to LCR Act has issued authorising the sale and disposal of liquor to that visitor.
- (b) A visitor to the Club who is an authorised gaming visitor must:
 - (i) produce evidence of their residential address before being admitted to the licensed premises of the Club;
 - (ii) carry identification at all times whilst on the licensed premises of the Club;
 - (iii) comply with all relevant rules and by-laws of the Club whilst on the licensed premises of the Club.
- (c) No amount shall be paid to an officer or servant of the Club by way of commission or allowances from receipts of the Club for the supply of liquor.
- (d) No person under 18 years of age except persons who are being trained as waiters or apprentice chefs and are not allowed to serve behind the bar shall be employed in the Club.
- (e) Where used in this clause:
 - (i) "authorised gaming visitor" and "liquor" have the same meaning as given to those terms in the LCR Act; and
 - (ii) "Club premises" means such portion of the Club's premises as is for the time being "licensed premises" within the meaning of the LCR Act.

33 Indemnity and insurance

33.1 Club to indemnify Directors and other persons

- (a) Subject to clause 33.1(b), the Club must indemnify any current or former Director, Auditor, General Manager or other officer of the Club out of the property of the Club against:
 - (i) any liability (other than legal costs dealt with in clause 33.3(a)) incurred by the person in that person's capacity as an officer or auditor, as the case may be, of the Club; and
 - (ii) all legal costs incurred in defending or resisting proceedings brought against the person in that person's capacity as an officer or auditor, as the case may be, of the Club.
- (b) The indemnity in clause 33.1(a) does not extend to any amount in respect of which:
 - (i) the Club is prohibited by the Corporations Act or other statute from indemnifying against; or
 - (ii) an indemnity would otherwise be illegal, void, unenforceable or not permitted by law.

33.2 Club may indemnify employee

The Club may indemnify any employee of the Club at the discretion of the Board.

33.3 Payments and advances to officer

- (a) Payments of costs, losses and expenses

Subject to this Constitution, the Corporations Act, or other statute, the Club may pay all costs, losses and expenses which any officer might incur or become liable to pay by reason of any contract entered into or act or thing done by them as such a person or in any way in discharge of their duties.
- (b) Advances on account of costs, etc
 - (i) Subject to the Corporations Act and any other relevant statute, the Board may determine that the Club pay, by way of a loan, advance or other type of payment and on whatever terms the Board determines, legal costs of the type referred to in clause 33.1(a)(ii) that are reasonably incurred or reasonably anticipated to be incurred by the person in defending or resisting proceedings brought against the person in that person's capacity as an officer of the Club.
 - (ii) Amounts paid by the Club under clause 33.3(a) to a person referred to in clause 33.1(a) in relation to a liability incurred by the person in that person's capacity as an officer of the Club must be repaid if:
 - (A) that liability is or becomes a liability excluded by the Corporations Act or any other statute from the indemnity in clause 33.1(a);
 - (B) a court determines that the person is not entitled to be indemnified by the Club for that liability; or
 - (C) the liability is covered by insurance and the person receives payment from an insurer in respect of that liability or an insurer pays, discharges or satisfies that liability directly.

33.4 Insurance

(a) Club may pay premium

Subject to clause 33.4(b), the Club may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director, Auditor, General Manager or other Officer against liability incurred by the person in that person's capacity as an officer of the Club, including a liability for legal costs.

(b) Payment of premium prohibited in certain circumstances

The Club must not pay or agree to pay a premium under clause 33.4(a) where:

- (i) the Club is prohibited by the Corporations Act or any other statute from paying or agreeing to pay such a premium; or
- (ii) the payment of such a premium would otherwise be illegal, void, unenforceable or not permitted by law.

34 Service of documents

34.1 Document includes notice

In clause 34.2 to 34.7, a reference to a document includes a notice.

34.2 Giving a document to Members

(a) The Club may give a document to a Member:

- (i) in person;
- (ii) by sending it by post to the address of the Member in the Register of Members or the alternative address (if any) nominated by that Member;
- (iii) by sending it to the fax number or electronic address (if any) nominated by that Member;
- (iv) by sending it to the Member by other electronic means (if any) nominated by the Member; or
- (v) by notifying the Member under section 249J(3A) of the Corporations Act.

(b) If the address of a Member in the Register of Members is not within Australia, the Club must send all documents to that Member by airmail, by air courier, by fax or by such electronic means.

34.3 Evidence of service of a document on a Member

A certificate in writing signed by a Director or General Manager stating that a document was sent is prima facie evidence of service.

34.4 Giving a document to a Director

- (a) The Club may give a document to a Director:
 - (i) in person;
 - (ii) by sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person;
 - (iii) by sending it to the fax number or electronic address (if any) nominated by that person; or
 - (iv) by any other means agreed between the Club and that person.

34.5 Giving a document to the Club

A person may give a document to the Club:

- (a) by leaving it at the registered office;
- (b) by sending it by post to the registered office;
- (c) by sending it to the fax number at the registered office;
- (d) by sending it to the electronic address (if any) nominated by the Club for that purpose; or
- (e) by any other means prescribed by the Corporations Act.

34.6 Time of service of a document

- (a) A document sent by post to an address within Australia is taken to be given:
 - (i) in the case of a notice of meeting, one Business Day after it is posted; or
 - (ii) in any other case, at the time at which the document would be delivered in the ordinary course of post.
- (b) A document sent by post or airmail to an address outside Australia is taken to be given:
 - (i) in the case of a notice of meeting, five Business Days after it is posted; or
 - (ii) in any other case, at the time at which the document would be delivered in the ordinary course of post.
- (c) A document sent by air courier to a place outside Australia is taken to be given three Business Days after delivery to the air courier.
- (d) A document sent by fax or to an electronic address, or by other electronic means, is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole document was sent to the correct fax number or electronic address.
- (e) A document given to a Member under clause 34.2(a)(v) is taken to be given on the day on which the Member is notified that the document is available.

34.7 Signatures

Where, by a provision of this Constitution, a document is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by the Corporations Act relating to electronic transmissions or in any other manner approved by the Directors.

35 Seal

The seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least two members of the Board and of the General Manager or such other person as the Board may appoint for the purpose and those two members of the Board and the General Manager or other person as aforesaid shall sign every instrument to which the seal of the Club is so affixed in their presence.

36 Winding Up

36.1 Rights of Members on winding up

If the Club is wound up or dissolved, the Members have no right to participate in any distribution or payment of the assets or property of the Club.

36.2 Distribution of assets

If upon the winding up or dissolution (other than for the purpose of reconstruction or amalgamation) of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the members of the Club but shall be given or transferred to some other Club, company institution or institutions having objects similar or in part similar to the objects of the Club and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as imposed on the Club under this Constitution such other club, company institution, or institutions to be determined by the members of the Club at or before the time of dissolution or in default thereof by such Judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.