

THE COMPANIES ACT 1961  
A COMPANY LIMITED BY GUARANTEE

**MEMORANDUM**  
and  
**ARTICLES OF ASSOCIATION**

OF

**JAMBEROO GOLF CLUB LIMITED**

**KEARNS & GARSIDE**  
Solicitors  
31 Bong Bong Street Kiama 2533  
1981

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No. of Company  
266636-22

# Certificate of Incorporation of Public Company

Companies Act, 1961 – Section 16 (3)

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This is to Certify THAT

## **JAMBEROO GOLF CLUB LIMITED**

is, on and from twenty-second day of April, 1981, incorporated under the Companies Act, 1961, and that the company is a company limited by guarantee.

**Given** under the seal of the Corporate Affairs Commission at Sydney, this twenty-second day of April 1981.

EXD.

Commissioner

THE COMPANIES' ACT 1961  
A COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION  
of  
**JAMBEROO GOLF CLUB LIMITED**

1. The name of the Company is "Jamberoo Golf Club Limited" (hereinafter called "The Club")
2. The objects for which the Club is established are:-
  - (a) To acquire and take over the funds and other assets and the liabilities of the present unincorporated club known as the Jamberoo Social Golf Club.
  - (b) To construct establish provide maintain and conduct such golf courses playing areas and grounds as the Club may determine and to construct provide establish furnish and maintain club houses pavilions and other buildings containing such amenities conveniences and accommodation either residential or otherwise as the Club may from time to time determine.
  - (c) To promote the game of golf and other sports and past-times and to encourage social intercourse between the members of the Club. The whole of the accommodation and facilities of the Club shall be provided and maintained from the joint funds of the Club and no persons shall be entitled to derive any profit, benefit or advantage from the Club which is not shared equally by every member thereof.
  - (d) To promote and hold either alone or jointly with any other association club or persons meetings competitions and matches for the players of golf or any other sports or past-times and to provide or contribute towards the provisions of prizes, awards and distinctions. Provided that no member of the Club shall receive any prize, award or distinction except as a successful competitor at any match, competition or event held or promoted by the Club or to the cost of the holding or promotion of which the Club may have subscribed out of its income or property and which under the regulations affecting the said match, event, or competition may be awarded to him.
  - (e) To subscribe to, become a member of and co-operate with any other Club, association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Club, provided that the Club shall not subscribe to or support with its funds any Club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club under or by virtue of Clause 3 of this Memorandum.
  - (f) In furtherance of the objects of the Club to buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the members of the Club or persons frequenting the Club's premises.
  - (g) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights licenses or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the Club. Provided that in case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as is allowed by Law having regard to such trusts.
  - (h) To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Club's objects or any of them; and to obtain from any such Government or authority any rights, privileges and concessions which the Club may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

- (i) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purpose of the Club.
- (j) To insure against damage by fire or otherwise any insurable property of the Club and to insure any servants of the Club against risk accident or fidelity in the course of their employment by the Club and to effect insurances for the purpose of indemnifying the Club in respect of claims by reason of any such risk accident or fidelity and to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Club or the dependents or connections of any such person and to grant pensions and allowances and to pay premiums or other amounts of such insurances funds pensions or allowances and to effect insurances for the purpose of indemnifying the Club its members, servants and the invitees of the Club and of its members in respect of claims for damages for injuries to persons or property and to effect such other insurances for such other purposes and against such other risks as may be incidental to the attainment of the objects and the exercise of the powers of the Club.
- (k) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Club's interests, and to contribute to subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working management, carrying out, alteration or control thereof.
- (l) To invest and deal with the money of the Club not immediately required upon such securities and in such manner as may be deemed fit and from time to time vary and realise such investments.
- (m) To borrow or raise or secure the payment of money in such manner as the Club may think fit and to secure the same or the repayment or performances of any debt liability contract guarantee or other engagement incurred or to be entered into by the Club in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Club's property (both present and future) and to purchase, redeem or pay off any such securities.
- (n) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (o) To sell improve manage develop sub-divide exchange lease mortgage dispose of turn to account or otherwise deal with all or any part of the property or rights of the Club provided that no portion of the Club premises which are the subject of a licence under the Liquor Act shall be leased whilst so licensed.
- (p) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Club's property of whatsoever kind sold by the Club, or any money due to the Club from purchasers and others.
- (q) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Club but subject always to the proviso in paragraph (c) of this Clause 2.
- (r) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club, in the shape of donations, annual subscriptions or otherwise.
- (s) To print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects.
- (t) In furtherance of the objects of the Club to amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Club and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Club under or by virtue of Clause 3 of the Memorandum.
- (u) In furtherance of the objects of the Club to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Club is authorised to amalgamate.

- (v) In furtherance of the objects of the Club to transfer all or any part of the property assets, liabilities and engagements of the Club to any one or more of the companies, institutions, societies or associations with which the Club is authorised to amalgamate.
- (w) From time to time to make donations to such persons as the Club may think directly or indirectly conducive to any of its objects or otherwise expedient.
- (x) To purchase and/or apply for a licence or permit or other authority under such Act or Acts as shall for the time being, be in force in the State of **New** South Wales for the purpose of selling and/or distributing intoxicating liquor tobacco cigarettes and other supplies and the operation of poker machines and other automatic machines.
- (y) To indemnify any person or persons whether members of the Club or not who may under the authority of the Club incur or have incurred any personal liability for the benefit of the Club and for that purpose to give such person or persons mortgages charges other securities over the whole or any part of the real or personal property present or future of the Club.
- (z) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

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

The powers set forth in the Third Schedule of the Companies Act, 1 961 shall not apply to the Club except insofar as they are included in this Clause 2.

3. The income and property of the Club, whensoever derived, shall be applied solely towards the promotion of the objects of the Club as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Club.  
Provided that nothing herein shall prevent the payment, in good faith of reasonable and proper remuneration to any officer or servant of the Club, or to any member of the Club, in return for any services actually rendered to the Club, nor prevent the payment of interest at a rate not exceeding ten dollars per centum per annum on money lent, or reasonable and proper rent for premises demised or let by any member of the Club; but so that no member of the council of management or governing body of the Club shall be appointed to any salaried office of the Club, or any office of the Club paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Club to any member of such council or governing body except repayment of out-of- pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Club. Provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of management or governing body may be a member and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of such payment.
4. The liability of the members is limited.
5. Every member of the Club undertakes to contribute to the assets of the Club, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Club contracted before he ceases to be a member, and of the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required, not exceeding two dollars (\$2.00).

6. If upon the winding-up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Club, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Club members to an extent at least as great as is imposed on the Club under or by virtue of Clause 3 thereof, such institution or institutions to be determined by the members of the Club at or before the time of dissolution, and in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.
7. True accounts shall be kept of the sums of money received and expended by the Club, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits, and liabilities of the Club; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being in force, shall be open to the inspection of the members. Once at least in every year, the accounts of the Club shall be examined, and the correctness of the balance-sheet ascertained by one or more properly qualified Auditor or Auditors.
8. The names, addresses and occupations of the subscribers are as follows:-

Name	Occupation Address
Richard Thomas Taylor	P.O. Box 233, Kiama. 2533. Sales Engineer.
John Frederick Shepherd	17 Gwinganna Avenue, Kiama. 2533. Real Estate Agent
Desmond John Harris	Macquarie Street, Jamberoo. 2533. Council Employee.
William Johnstone Brown	14 Owen Street, Jamberoo. 2533. Truck Driver.
John Edward Fry	5 Owen Street, Jamberoo. 2533. Building Supervisor.
David Richard Papesch	24 Beattie Street, Jamberoo. 2533. Lecturer.
Geoffrey Douglas Boxsell	30 Churchill Street, Jamberoo. 2533. Manager, Co-op Society.
John Strange East	"Glenburn", Jamberoo. 2533. Dairy Farmer.
Donald Brian Freeman	37 Hoolong Avenue, Kiama Downs. 2533. Bank Manager
Ben Churchill	28 Beattie Street, Jamberoo. 2533. Council Employee.
Walter George Warby	"Warrawee", Jamberoo. 2533. Retired Dairy Farmer.
Brian Robert Hogan	60 Allowrie Street, Jamberoo. 2533. Dairy Factory Foreman.
Eric William Gardner	Minnamurra Lane, Jamberoo. 2533. Dairy Farmer.
Kenneth Darcy Kimber	Wyalla Road, Jamberoo. 2533. Property Officer.

**WE** the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

Signatures of Subscribers	Witnesses to Signatures and address of witnesses
R Taylor J F Shepherd D J Harris W J Brown J E Fry D R Papesch G Boxsell J East D Freeman B Churchill W G Warby B R Hogan E W Gardner K Kimber	A M Rendel 31 Bong Bong Street Kiama 2533 Solicitor

Dated this 18th day of February 1981

THE COMPANIES' ACT 1961  
A COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION**

of

**JAMBEROO GOLF CLUB LIMITED**

**INTERPRETATION**

1 In these regulations-

"the Act" means the Companies Act, 1961 as amended from time to time.

"Board" means the members for the time being of the Board of Directors as constituted in accordance with these Articles.

"the Club" means the Jamberoo Golf Club Limited.

"the unincorporated Club" means the unincorporated body known as the "Jamberoo Social Golf Club" whose funds and other assets and liabilities the Club is authorised to take over by Clause 2 (a) of the Memorandum of Association.

"the seal" means the Common Seal of the Club.

"Secretary" means any person appointed to perform the duties of a secretary of the Club and includes an honorary secretary

"State" means the State of New South Wales.

"The Registered Clubs Act" means the Registered Clubs Act, 1976 as amended from time to time.

"Full Member" means a person who is an Ordinary Member or a Life Member of the Club. "Ordinary Member" means a member who is elected to membership in accordance with Articles 16 and 17.

"Financial Member" means an Ordinary Member who has paid his entry fee for membership to the Club and his annual subscription within one calendar month of the due date for the payment or within such further time as the Board shall in respect of any member or members allow and shall have paid all other moneys due by him to the Club within 14 days after formal demand has been made therefore in pursuance of a resolution of the Board.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words or expressions contained in these regulations shall be interpreted in accordance with the provisions of the Interpretation Act of 1897 and of the Act as in force at the date on which these regulations become binding on the Company.

2 The Club is established for the purposes set out in the Memorandum of Association.

**MEMBERSHIP**

3 The number of members with which the Club proposes to be registered is ONE THOUSAND FIVE HUNDRED (1,500) but the Board may from time to time register an increase in members.

4 The Subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership in accordance with these regulations shall be members of the Club.

5 If the whole of the funds and other assets of the unincorporated Club become the absolute property of the Club forthwith after its incorporation then every person who at the date of incorporation of the Club is a member of the unincorporated Club and who within one month of the date of incorporation of the Club agrees to become a member of the Club shall be admitted by the Board to membership of the Club provided that at the same time as he agrees to become a member of the Club he pays to the Club an annual subscription for the period to the 30th June, 1981 of FIFTEEN DOLLARS (\$15.00).

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## **MEMBERS**

- 6 The membership of the Club shall consist of:-  
Ordinary Members;  
Life Members;  
Honorary Members: and  
Temporary Members  
and the definition of Ordinary Member shall include Country Members and such other classes of Ordinary Member as the Board shall from time to time determine.
- 7 The number of Ordinary Members of each class may be determined from time to time by the Board.

## **PATRON**

- 8 At each Annual General Meeting the Club may elect a Patron or Patrons to hold office until the next succeeding Annual General Meeting. A retiring Patron shall be eligible for re-election.

## **LIFE MEMBERS**

- 9 The members in General Meeting on the recommendation of the Board may elect as Life Member any member who has been an Ordinary Member of the Club for at least ten (10) years and who has rendered exceptional services to the Club. Every Life Member so elected shall be entitled to all the privileges of the Club during his or her life without payment of any subscription levy or other fees except such as may be regarded by the Board as necessary in order to conform with the provisions of the Registered Clubs Act.

## **FULL MEMBERS**

- 10 Full Members only shall be entitled to the full privileges of the Club and such members only shall be eligible for election to the Board.

## **COUNTRY MEMBERS**

- 11 No person shall be eligible for election as a Country Member of the Club unless he is a Full Member of another Golf Club affiliated with the New South Wales Golf Association and resides beyond a radius of fifty (50) kilometres from the Club premises. Country Members shall be subject to such limited playing rights as the Board may from time to time impose but shall otherwise enjoy the full use of the Club premises and its amenities. Any such member who subsequently resides within such radius for three (3) consecutive months shall cease to be a member of the Club unless he makes application for transfer to some other class of membership. Country Members shall not be eligible to compete in Club Championships or monthly medal competitions nor shall they be eligible to represent the Club in matches against other Clubs.

## **ABSENTEE MEMBERS**

- 12 In the event of any member leaving the area comprised within a radius of 50 kilometres of the Club House for a period of not less than six (6) months or in the event of a member being incapacitated or in ill-health for such period he may on application to the Board setting out such particulars as the Board may require be placed by the Board on an Absentee List and during such time as his name is on the said list he shall be excepted from payment of his annual subscription but shall not be allowed to exercise any of the privileges or receive any of the benefits of membership and he shall not be placed upon the list of effective members except on the resolution of the Board and on payment of the subscription for the then current year.

## **HONORARY MEMBERS**

- 13 The following persons being over the age of eighteen (18) years may on the nomination of a member of the Club and with the approval of the Board be admitted as Honorary Members of the Club:
- (a) The Governor General of the Commonwealth of Australia, State Governors, their wives and members of their respective Staffs.
  - (b) A Patron or Patrons for the time being of the Club.

- (c) Any prominent citizen visiting the Club for some special occasion.
- (d) No person shall be admitted as an Honorary Member on more than one occasion in any year and no Honorary Member shall be permitted to hold any office in or attend or vote at any meeting of the Club, or have the right, title or interest of in or to any of the property of the Club or bring into the Club House or entertain therein any strangers. A person shall not be admitted as an Honorary Member of the Club unless:-
  - i) He is admitted in accordance with the rules of the Club; and
  - ii) He has the qualifications, as specified in the rules of the Club, requisite and appropriate in relation to the purposes of the Club for Honorary Membership.

#### **TEMPORARY MEMBERS**

14

- (a) Any visitor from outside the Municipality of Kiama may at the discretion of the Board be admitted as a Temporary Member of the Club during such visit for such period or periods not exceeding three months as may be determined by the Board on payment of such subscription as may be determined by the Board.
- (b) A Full Member of any other registered Club who, at the invitation of the Board or of a Full Member of the Club attends on any day at the premises of the Club for the purpose of participating in a game or competition of a sporting or athletic nature to be conducted by the Club on that day shall be a Temporary Member of the Club from the time on that day when he so attends the premises of the Club until the end of that day on payment of such fee as may be determined by the Board.
- (c) Members of recognised Social Golf Clubs which have no golf course of their own and green fee players visiting the Club for the purpose of playing on the course and/or competing among themselves may at the discretion of the Board be admitted as Temporary Members of the Club for the day of such game match or competition subject to such rights, conditions, and restrictions as to the use of the Club premises and its amenities as the Board may from time to time impose.

A person shall not be admitted as a Temporary Member of the Club unless:-

- i) He is admitted in accordance with the rules of the Club; and
- ii) He has the qualifications as specified in the rules of the Club, requisite and appropriate in relation to the purposes of the Club for Temporary Membership of the Club.

#### **TRANSFER OF CLASSIFICATION**

- 15 Any member of any class may with the approval of the Board and upon such terms as to adjustment of entrance fees and subscriptions as the Board shall require be transferred to any other class of membership for which he is eligible.

#### **ELECTION OF MEMBERS**

- 16 Every applicant for membership of the Club (other than the Subscribers to the Memorandum of Association and members of the unincorporated Club referred to in Article 5) shall be proposed by one and seconded by another member of the Club both of whom shall have been Full Members of the Club (or during the first twelve months after incorporation of the Club, of the unincorporated Club) for at least twelve (12) months and to both of whom the applicant shall be personally known. The application for membership shall be made in writing, signed by the applicant, his proposer and seconder and shall be in such form as the Board from time to time prescribes. Such application form shall be handed to the Secretary together with the entrance fee and annual subscription or, if joining after 30th November, one half of the annual subscription and shall be posted by the Secretary and remain on the notice board in the Club premises for at least ten (10) days before the election and an interval of at least fourteen (14) days shall elapse between nomination and election. The applicant shall assent to his nomination and to being bound by the Articles and By-Laws of the Club by signing such nomination.
- 17 Subject to the preceding Article, at the next meeting of the Board after receipt of any application for membership, such application shall be considered by the Board who shall thereupon determine upon the admission or rejection of the applicant and one negative vote in four or part of four shall exclude the applicant. In no case shall the Board be required to give any reason for the rejection of an applicant. A record shall be kept by the Secretary of the names of the members of the Board present and voting at such meeting.

- 18 When an applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of his acceptance.
- 19 A person under the age of 18 years shall not be admitted as a member of the Club.
- 20 No Professional Golfer as defined from time to time by the body controlling the playing of Golf in New South Wales shall be eligible to be a member of the Club.

#### **ENTRANCE FEES AND ANNUAL SUBSCRIPTIONS**

- 21 The Entrance fee payable by each class of member shall be determined from time to time by the Board which shall have the power to suspend, vary or extend the time for payment of increase or reduce, in its discretion, the entrance fee to be paid by any particular class or classes of members.
- 22 The Board may from time to time fix the annual subscription payable by all members of the Club PROVIDED HOWEVER that the amount of such subscription shall not be less than FIFTEEN DOLLARS (\$15.00). The Board may permit members admitted to the Club after the 30th day of November in any year to pay only one half of the subscription for each year provided that such one half subscription shall not be less than SEVEN DOLLARS AND FIFTY CENTS (\$7.50)
- 23 Subscriptions shall be due and payable in advance on the first day of June in each year.
- 24 If within one ( 1) month from the date upon which any subscription of any member becomes payable, any member shall fail to pay his or her subscription a demand for payment shall be made by letter, and, if still unpaid at the expiration of a further 14 days his or her name shall thereupon be erased from the Register of Members and thereupon he or she shall cease to be a member of the Club. The Secretary shall inform the person so ceasing to be a member that his or her membership has ceased.
- 25 Any member who does not give notice to the Secretary, prior to the day on which the annual subscription is due and payable. of intention to resign from the Club shall be considered to be a continuing member and shall pay his annual subscription accordingly.

#### **LEVY**

- 26 The Board may impose a levy on members for any annual period ending on the thirty-first day of May, in any year. Members admitted to the Club during the currency of an annual period for which a levy is imposed shall only be liable for a proportionate part of such levy.
- 27 Any such levy may be imposed on all or any class or classes of members in such amount or amounts and payable within such time or times as the Board in authorising such levy shall decide.
- 28 The provisions of Articles 24 and 25 shall mutatis mutandis apply to a levy and for all such purposes the levy shall be deemed to be a subscription.

#### **BOARD OF DIRECTORS**

- 29 Subject to Article 30 hereunder the Board and Directors shall consist of a President, one (1) Vice-President, Captain, Vice-Captain, Honorary Treasurer, and seven (7) other members all of whom shall be Full Members. Members of the Board shall retire at each Annual General Meeting of the Club and if duly nominated shall be eligible for re-election.
- 30 The subscribers to the Memorandum of Association who are the steering committee for the incorporation of the unincorporated Club shall constitute the first Board notwithstanding that their number exceeds twelve (12) and they shall hold similar office in the Club to the office they hold in the steering committee for the incorporation of the unincorporated Club as at the date of incorporation of the Club. They shall all retire at the first Annual General Meeting of the Club but shall be eligible for re-election.
- 31 Subject to Article 30 above the members of the Board shall be elected annually from the Full Members of the Club by the general body of Full Members in the following manner.
  - (a) Each candidate for election must be nominated in writing and such nomination signed by two of the Full Members of the Club and by the nominee. A candidate may be nominated for more than one office but may be elected to only one office.
  - (b) Nomination forms shall be delivered by hand or posted to the Secretary to reach the Secretary not less than 28 days prior to the date fixed for such meeting and immediately after receipt of the same and as they are received, the Secretary shall post up on the Club notice board the names of all candidates and the respective offices for which they have been nominated.
  - (c) Following closing of nominations the Board shall cause consecutively numbered ballot papers to

- be printed setting out the offices to be filled and the names of the candidates nominated for such offices in such order as shall be determined by draw by the Board and shall cause the ballot papers to be handed to a returning officer to be appointed by the Board. The returning officer shall not be a member of the Board or nominee for the Board or an employee of the Club and need not be a member of the Club.
- (d) The ballot shall take place at the Club premises during the Friday, Saturday and Sunday immediately preceding the Annual General Meeting in each year during the following hours:  
 Friday 3 p.m. to 8 p.m.  
 Saturday 12 noon to 8 p.m.  
 Sunday 12 noon to 6 p.m.
- (e) The ballot shall be conducted by the returning officer.
- (f) The Board shall appoint three (3) Full Members to act as scrutineers during the counting of votes. Scrutineers shall not be members of the Board or nominees of the Board or employees of the Club.
- (g) At the close of the ballot the returning officer, assisted by the scrutineers, shall examine all voting papers and compile the results of the ballot and shall furnish to the President a report in writing of the following:
- i) The number of votes cast for each candidate and the names of the successful candidate.
  - ii) The number of used, unused and cancelled ballot papers. The report shall be signed by the returning officer and the scrutineers.
- (h) Any eligible member who shall be nominated to more than one position on the Board and who receives sufficient votes to hold more than one office shall take the highest office to which he is elected and the member having the next highest number of votes for each lower office shall be elected to that lower office.
- (i) Should two or more candidates receive an equal number of votes for any one office, the candidate to take office shall be decided by a ballot at the Annual General Meeting.
- (j) Should there be no eligible member elected to any position on the Board as a result of the ballot the position shall be filled by an eligible person at the Annual General Meeting by oral nomination and if more than one candidate is nominated, there shall be a ballot to determine who shall be elected.
- 32 The Board shall be entitled to appoint any Full Member who is not already a member of the Board to fill any casual vacancy in the Board and such Board member so appointed shall hold office until the next annual meeting or he resigns or is removed in accordance with these Articles. Should the office of President, Vice-President, Captain, Vice-Captain or Honorary Treasurer become vacant the office shall be filled by the Board from members of the Board.
- 33 The continuing members of the Board may act notwithstanding any vacancies in their body but so that if the number falls below nine (9) the Board shall not act except for the purpose of filling up vacancies as authorised by these Articles.
- 34 A member of the Board shall vacate his office *ipso facto*:-
- (a) If he be convicted of a felony or misdemeanour on indictment.
  - (b) If he be an insane patient or insane person or incurable person within the meaning of the Mental Health Act, 1958.
  - (c) If he be absent or if he absents himself from the meetings of the Board in a continuing period of three (3) calendar months without leave of absence and the Board resolves that his office be vacated.
  - (d) If by notice in writing to the Club he resigns his office.
  - (e) If he ceases to be a Full Member of the Club.
  - (f) If he is suspended in accordance with Article 47.
- 35 The Club may by special resolution at an Extraordinary General Meeting remove any Director or all the Directors before the expiration of his or their period of office and appoint another or other Director or Directors (as the case may be) in his or their place. The person or persons so appointed shall hold office during such time only as the Director or Directors removed would have held office if he or they had not been so removed.

### **POWERS OF THE BOARD**

- 36 The business and affairs of the Club shall be under the management of the Board which may exercise all such powers and do all such acts and things as the Club is, by its Memorandum of Association or otherwise, authorised to exercise and do, and, as are not by the Act, or by these Articles, directed or required to be exercised or done by the Club in General Meeting, but, subject nevertheless to the provisions of the Act and of these Articles and to any regulations not being inconsistent with those Articles from time to time made by the Club in General Meeting PROVIDED THAT no such regulations shall invalidate any prior act of the Board which would have been valid if such regulations had not been made.
- 37 The Board shall cause minutes to be made:-
- (a) Of the appointment of all officers and servants.
  - (b) Of the names of the members of the Board present at all meetings of the Board and the Club, and
  - (c) Of all proceedings at all meetings of the Club and the Board. Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting.
- 38 The Board may from time to time as it thinks fit impose a fine upon, or suspend from enjoyment of Club privileges, any member who willfully infringes any provisions of the Memorandum or Articles of Association or of the By-Laws and regulations of the Club or who shall, in the opinion of the Directors, be guilty, either in or out of the Club premises, of conduct unbecoming to a member or prejudicial to the interest of the Club.
- 39 Subject to the Registered Clubs Act the Board shall exercise full control of the purchase of supplies of liquor to the Club and its sale on the Club premises in such manner and subject to conditions as it may direct provided that liquor shall not be sold, supplied or disposed of on the premises of the Club, to any person other than a member except on the invitation and in the company of a member nor shall liquor be sold supplied or disposed of on the premises of the Club to any person under the age of eighteen (18) years.
- 40 No person under the age of eighteen (18) years shall use or operate or be allowed to use or operate poker machines on the premises of the Club.
- 41 The Board may from time to time appoint such committees as it may think fit and may delegate any of its powers and authorities to any such committees and may from time to time revoke or alter any such appointment or delegation. Any such committee shall in the exercise of any of the powers and authorities delegated to it conform to any regulations that may from time to time be imposed upon it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not superseded by any regulation made by the Board under this clause.

### **BY-LAWS**

- 42 The Board may from time to time alter and repeal all such By-Laws and regulations as it may deem necessary or expedient for the management and conduct of the business and affairs of the Club and in particular, but not exclusively, with respect to:-
- (a) The upkeep and control of the Club premises and all amenities thereof.
  - (b) The upkeep control and playing upon the golf links and other recreation grounds of the Club.
  - (c) The playing of golf or other matches and competitions and the award of trophies therefor.
  - (d) The management and control of caddies.

- (e) The duties and conduct generally of members in their use and enjoyment of the facilities and amenities of the Club.
- (f) Generally, all such matters and things which the Board may deem expedient for the proper conduct of the Club's activities.

Any By-Laws made under these Articles shall come into force and have the full authority of a By-Law of the Club on being posted upon the Club Notice Board.

- 43 Any By-Laws or regulations made by the Board may be altered or rescinded by the Club in General Meeting.

#### **PROCEEDINGS OF THE BOARD**

- 44 The Board shall meet for the discussion of business at least once in each month and may adjourn and otherwise regulate its meetings and proceedings as it thinks fit.
- 45 The President, or failing him, the Vice-President shall preside as Chairman of all meetings of the Board, but, if neither the President nor the Vice-President is present, then the members present shall elect one of their members to preside as Chairman of such meeting
- 46 The majority of the Directors shall constitute a quorum. If a quorum be not present within fifteen (15) minutes of the time fixed for the meeting it shall stand adjourned to the same day of the next week at the same time and place and if at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting the members present shall be a quorum.
- 47 Questions arising at any meeting of the Board shall be decided by a majority of votes and in the case of equality of votes the Chairman shall have a second or casting vote.
- 48 The Secretary upon the request of the President or of any two other members of the Board shall convene a special meeting of the Board to take place within seven (7) days of such request.
- 49 A member of the Board who is absent from the State of New South Wales shall not during his absence be entitled to notice of any meeting of such Board.
- 50 All acts done at any meeting of the Board or of a committee or by any person acting as a member of the Board or a committee shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such members or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member.
- 51 A resolution in writing signed by all members of the Board for the time being entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more members of the Board.

#### **GENERAL MEETING**

- 52 The Annual General Meeting shall be held during the month of August in each year. All other general meetings shall be called "Extraordinary General Meetings".
- 53 The Board may whenever it thinks fit convene an extraordinary general meeting of the Club and it shall also convene an extraordinary general meeting on the requisition of not less than five per centum of the Full Members of the Club having at the date of the deposit of the requisition at the Office of the Club a right to vote at general meetings of the Club. In the case of such requisition the following provisions shall have effect:-
  - i) The requisition must state the objects of the meeting and must be signed by the requisitionists and be deposited at the Office and may consist of several documents in like form each signed by one or more of the requisitionists.
  - ii) If the Board does not within 28 days from the date of the requisition being so deposited duly proceed to convene the meeting to be held the requisitionists or any of them may themselves convene the meeting but any meeting so convened shall not be held after the expiration of 3 months from the date of such deposit.
  - iii) In the case of a meeting at which a resolution is to be proposed as a special resolution the Board shall be deemed not to have duly convened the meeting if it does not give such notice as is required by Section 144 of the Act.

- iv) Any meeting convened under this Article by the requisitionists shall be convened in the same manner or as nearly as possible as that in which meetings are convened by the Board.
- v) Any reasonable expenses incurred by the requisitionists in convening any such meeting shall be repaid to the requisitionists by the Club.

#### **NOTICE OF GENERAL MEETINGS**

- 54 Subject to the provisions of the Act relating to Special Resolutions fourteen (14) days' notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which notice is given) specifying the place, the day and the hour of the meeting, and, in the case of special business, the general nature of that business, shall be given in manner hereinafter mentioned or in such other manner (if any) as may be prescribed by the Club in general meeting to such persons as are in these Articles entitled to receive such notice.
- 55 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by a member shall not invalidate the proceedings at any meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 56 All business that is transacted at an extraordinary general meeting, and all business that is transacted at the annual general meeting, with the exception of the consideration of the accounts, balance sheets and the report of the Board and the Auditor prescribed by the Act, the election of a Patron and members of the Board and the fixing of the remuneration of the Auditor shall be deemed to be special business.
- 57 No business shall be transacted at any general meeting unless a quorum of members is present at the time that the meeting proceeds to business; save as herein otherwise provided twenty (20) members personally present and entitled to vote shall be a quorum
- 58 If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened by the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for the meeting the members present shall be a quorum.
- 59 The President, and failing him the Vice-President shall preside as Chairman of every general meeting of the Club, but, if the President or the Vice-President is not present, the members present shall elect one of their members to preside as Chairman of such meeting.
- 60 The Chairman may, with consent of any meeting at which a quorum is present, (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When the meeting is adjourned for more than fourteen (14) days notice of the adjourned meeting shall be given as in the case of an ordinary meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment of the business to be transacted at an adjourned meeting.
- 61 At any general meeting the resolutions put to the vote of the meeting shall be decided on a show of hands, unless a ballot is demanded before or on the declaration of the result of the show of hands by the Chairman, by at least five (5) members present and entitled to vote, or by any member or members present and representing not less than one-tenth of the total voting rights of all the members possessing the right to vote at the meeting, and unless a ballot is so demanded a declaration by the Chairman 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 book of the proceedings 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 that resolution.
- 62 If a ballot is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. The demand for the ballot may be withdrawn.

- 63 In the case of an equality of votes, whether on the show of hands or on a ballot, the Chairman of the meeting at which the show of hands takes place, or at which the ballot is taken, shall be entitled to a second or casting vote. In the case of any dispute as to the admission or rejection of a vote, the Chairman shall determine the same and such determination, if made in good faith, shall be final and conclusive.
- 64 No ballot shall be demanded on the election of Chairman of the meeting or on any question of adjournment. The demand of a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the ballot has been demanded.

#### **VOTE OF MEMBERS**

- 65 Every member of the Club shall be entitled to be present at any general meeting of the Club but only Full Members shall be entitled to take part in debate and vote at general meeting.
- 66 No new member (otherwise entitled to vote) shall vote at a general meeting unless such member has paid the entrance fee subscription and levy (if any) notified to such member under Article 26. Any other member (otherwise entitled to vote) shall not vote at a general meeting if the subscription or levy (if any) payable by such member shall at the date of such meeting be unpaid for more than one (1) month after the same shall become due and payable.
- 67 A person shall not: -
- i) attend or vote at any meeting of the Club or of the Board or any committee of the Club; or
  - ii) vote at any election of, or of a member of, the Board of the Club, as the proxy of another person.

#### **RESIGNATION AND CESSATION OF MEMBERSHIP**

- 68 Subject to Article 25 a member may resign his or her membership at any time by giving written notice thereof to the Club.
- 69 A person who has resigned or otherwise ceases to be a member of the Club in pursuance of any provisions in these Articles shall forfeit all rights to and claim upon the Club and its property and funds but such person shall remain liable for all arrears of subscriptions or levies or other monies payable to the Club in respect of his or her membership and also for the subscription or any levy up to the end of the annual period in which the registration or cessation of membership shall take effect.

#### **EXPULSION OF MEMBERS**

- 70 If at any time the Board shall be of the opinion that the conduct of any member is or has been detrimental to the welfare and interest of the Club or rendered such member unfit for membership the Board shall have power by resolution to expel such member from the Club.
- 71 The resolution for the expulsion of a member shall not be passed unless:-
- (a) The member concerned shall have been given at least seven (7) days notice in writing of the meeting of the Board at which the question of the expulsion of such member is to be given consideration, and such member shall have been permitted (if so desired) at such meeting to offer an explanation, orally or in writing, of his or her conduct; and
  - (b) Such meeting shall have been duly called by at least fourteen (14) days written notice to all members of the Board (subject nevertheless to Article 49) in which an intention to give consideration to the expulsion of such member is stated.
- 72 The member so expelled may by notice in writing lodged with the Secretary within fourteen (14) days after the passing of the resolution for the expulsion of the member and signed by not less than five per centum of the full members of the Club having at the date of lodgement of the notice with the Secretary a right to vote at general meetings of the Club request that an extraordinary general meeting of the Club be called for the purpose of appealing against the decision of the Board and such meeting shall be called within fourteen (14) days of the date of receipt of such notice by the Secretary.



PROVIDED HOWEVER that if the member does not give to the Board, prior to the passing of the resolution for his expulsion, a written or oral explanation of his or her conduct, a member shall have no such right of appeal and if at that meeting a resolution for the repeal of the expulsion of the member be not passed by a majority of three-fourths of those present and voting the member shall be expelled and his name removed from the register of members.

#### **BORROWING POWERS**

- 73 The Board may from time to time at its discretion raise or borrow or secure the repayment of any sum or sums of money for the purposes of the Club.
- 74 The Board may raise or borrow or secure the repayment of such sums in such manner and upon such terms and conditions as it shall think fit, and in particular, but without in any way limiting the generality of this Article by the issue of bonds, perpetual or redeemable debentures, or debenture stock, or any mortgage, charge or other security on the undertaking or on the whole or any part of the property of the Club (both present and future) or upon bills of exchange, bills of sale, promissory notes or other obligations.
- 75 Any bonds, debentures or debenture stock or other securities may be issued at a discount or premium and with any special privileges as to redemption or surrender, and the same may be made assignable free from any equities between the Club and the person to whom the same may be issued.
- 76 The Board may receive deposits, fixed or otherwise, upon such terms and at such rates of interest as the Board may from time to time determine.

#### **MANAGER AND SERVANTS**

77

- (a) The Board shall have power, from time to time, to appoint, pay and terminate the services of a Manager and such other officers and servants of the Club as it shall think fit.
- (b) The Club shall at any time have one, but not more than one, secretary.
- (c) The Board shall have power to appoint a Secretary-Manager and to fix his remuneration. The duties of such Secretary-Manager shall be as follows:-
- i) To keep all minute books showing the proceedings at meetings of the members of the Board and generally to attend to all clerical work of the Club.
  - ii) To keep the working time and generally control all employees of the Club.
  - iii) To keep on the Club premises a register of all members of the Club for the time being, setting forth the names in full and addresses of all members of the Club, and the date of the last payment by each member of his subscription.
  - iv) To collect all moneys and sign receipts for the same in a book kept for that purpose.
  - v) Generally to comply in all respects with the provisions of the Registered Clubs Act and the Gaming and Betting Act 1912.
  - vi) Generally to carry out such further duties as may be directed by the Board.
- (d) No payment or part payment of the Secretary-Manager or any other officer or servant shall be made by way of commission or allowance from or upon the receipts of the Club for liquor supplied
- (e) In the event of the office of the Secretary-Manager becoming vacant by death or otherwise the Board shall at a Special Meeting called for the purpose appoint a temporary officer to carry out his duties until such time as the permanent Secretary Manager is appointed
- (f) The Secretary-Manager shall not be dismissed except by a two-thirds majority of members of the Board at a Special General Meeting of the Board called for that purpose and the decision of that Board regarding such matter shall be final and binding on all parties concerned.
- (g) The Board in lieu of appointing a Secretary-Manager as hereinbefore provided shall have power to appoint one of its number to act as Honorary Secretary of the Club and such person shall carry out the duties hereinbefore mentioned together with such other duties as may be directed by the Board.
- (h) An employee of the Club shall not vote at any meeting of the Club or of the Board or at any election of the Board or hold office as a member of the Board.

#### **CLUB COLOURS**

78 The Club colours shall be green and red.

#### **VISITORS**

79 Every member shall be allowed to introduce visitors to the Club subject to such regulations and By-Laws as shall be made from time to time by the Board and every visitor shall be considered a guest of and be accompanied by the member introducing such visitor. No person shall be introduced as a visitor to the Club, who shall have been expelled or is under suspension from membership of the Club, or whose conduct or presence in the Club House or on the Club property shall be considered by the Board objectionable or prejudicial to the interest of the Club.

#### **RULES OF GOLF**

80 The Rules of Golf as approved by the Royal and Ancient Golf Club of St. Andrews, Scotland, for the time being in force so far as the same may be modified or varied from time to time by the recognised body controlling the playing of golf in New South Wales or by the By-Laws or local rules of the Club, shall be the Rules of Golf of the Club. The decision of the Board or of the appropriate committee on any matter involving the interpretation or application of the said rules shall be final and binding on members.

#### **ACCOUNTS**

81

- (a) The Board shall cause proper accounts to be kept with respect to and shall cause to be prepared and submitted to a meeting of the Board at intervals of not more than three months a statement in relation to each aspect of the Club's activities of the receipts of and payments made by the Club during the period commencing on the date of incorporation of the Club or the date up to which the next previous such statement was so submitted, whichever date is the later, and ending on a date not earlier than 14 days before the date the statement is so submitted, or at such other intervals and for such other periods as may be prescribed from time to time by the Act, the Registered Clubs Act 1976 or any other Acts governing the regulation of the Club.
- (b) Within 48 hours after the meeting of the Board to which any such statement is submitted the Board shall cause a copy of that statement and of any resolution passed by the Board in relation to that statement to be exhibited in a conspicuous position on the premises of the Club for a continuous period of not less than 14 days.
- (c) The Board shall cause proper accounts to be kept with respect to the assets and liabilities of the Club.

82 The accounts shall be kept at the registered office of the Club or at such other place or places as the Board shall think fit and shall always be open to the inspection of any member of the Board.

83 Subject to Article 81 the Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or 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 book or document of the Club except as conferred by Statute or provided for in Article 81 or authorised by the Board or by the Club in general meeting.

84 The Board shall in accordance with the provisions of the Act, cause to be prepared and to be laid before the Club at the Annual General Meeting in each year, such profit and loss or income and expenditure accounts, balance sheets and reports as are referred to in the Act.

85 A copy of every profit and loss or income and expenditure account and balance sheet, including every document required by law to be annexed or attached to such balance sheet which is to be laid before the Club at each Annual General Meeting shall not less than fourteen (14) days before the date of the meeting be sent to all persons entitled to receive notice of general meetings of the Club.

#### **AUDIT**

- 86 An Auditor or Auditors shall be appointed and his or their duties regulated in accordance with the provisions of the Act.

#### **REGISTERS**

- 87 The following registers shall be kept by the Club:-
- (a) a register of persons who are Full Members of the Club. This register shall set forth the name in full the occupation and address of each Full Member and, if he is an Ordinary Member, the date on which he last paid the annual fee for membership of the Club.
  - (b) a register of persons who are Honorary Members or Temporary Members. This register shall set forth the name in full and the address of each Honorary Member and each Temporary Member (other than a Temporary Member referred to in the proviso hereunder) and where that member has been admitted to membership for a limited period, the date on which the period commences and ends PROVIDED HOWEVER no register is required to be kept by the Club in the case of a Full Member of any other registered Club who, at the invitation of the Board or of a Full Member of the Club attends on any day at the premises of the Club for the purpose of participating in a game or competition of a sporting or athletic nature to be conducted by the Club on that day.
  - (c) a register of persons of or above the age of eighteen (18) years who enter the premises of the Club as guests of members. This register shall have entered therein on each occasion on any day on which such a person enters the premises of the Club as the guest of a member, the name in full or the surname and initials of the given names and the address of that guest, the date of that day and the signature of that member PROVIDED HOWEVER that if an entry in this register is made on any day in respect of the guest of the member, it shall not be necessary for a further entry to be made in this register in respect of that guest if he subsequently enters the Club on that day as the guest of that member.

#### **NOTICES**

- 88 A notice may be given by the Club to any member either personally or by sending it by post to such member's registered address, or, if such member has not registered address in New South Wales, to the address, if any, within New South Wales supplied by such member of the Club for the giving of notices.
- 89 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter, envelope or wrapper containing the notice and to have been effected, in the case of a notice to a general meeting at the expiration of twenty-four hours after the same is posted and in any other case at the time at which the same would be delivered in the ordinary course of post. In proving such service it shall be sufficient to prove that the letter envelope or wrapper containing the notice was properly addressed and put into the post office. A certificate in writing signed by any Secretary, Manager or other officer of the Club, that the letter, envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.
- 90 Notice of every general meeting shall be given in the manner hereinbefore authorised to every Full Member except those who, having no registered address within New South Wales, have not supplied to the Club an address within New South Wales for the giving of notices to them. No other persons shall be entitled to receive notices of general meetings.
- 91 The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a general meeting by, any member shall not invalidate the proceedings at any general meeting.
- 92 Where a given number of days' notice or notice extending over any other period is required to be given the day of service shall unless it is otherwise provided, be counted in such number of days or other period, but this provision shall not apply to a notice convening a meeting to pass a Special Resolution.

- 93 A notice to be given to the Club shall be deemed to be duly served if personally delivered to the office or received by post at the office of the Club.

#### **SEAL**

- 94 The Board shall provide for the safe custody of the Seal and the Seal shall never be used except by the Authority of the Board previously given and in the presence of two members of the Board who shall sign every instrument to which the Seal is affixed and every such instrument to which the Seal is affixed shall be countersigned by the Secretary or some other person appointed by the Board for such purposes.

#### **INDEMNITY**

- 95 Every member of the Board, Secretary, Manager or Officer of the Club, or any person (whether an officer of the Club or not) employed by the Club as Auditor, shall be indemnified out of the funds of the Club against all liability incurred by him as such member, Secretary, Manager, Officer or Auditor in defending any proceedings, whether civil or criminal in which judgement is given in his favour, or in which he is acquitted or in connection with any application under the provisions of the Act in which relief is granted to him by the Court.

WE the undersigned subscribers to the Memorandum of Association hereof agree to the foregoing Articles of Association.

Signature of Subscribers	Witness to signatures and address of Witness
R Taylor	A M Rendel 31 Bong Bong Street Kiama 2533 Solicitor
J F Shepherd	
D J Harris	
W J Brown	
J E Fry	
D R Papesch	
G Boxsell	
J East	
D Freeman	
B Churchill	
W G Warby	
B R Hogan	
E W Gardner	
K Kimber	

## AMENDMENTS TO THE CONSTITUTION

### MEMBERSHIP

Members - Page 9

Articles of Association - Membership

Article 6 - NON-PLAYING MEMBERS(Page 9)

Definition - members where circumstances have changed such that they can no longer participate in the game of golf and would like to retain their ties with the Club may apply to the Board for Non-Playing Membership.

Article 34 F (Page 12)

If he is suspended in accordance with Article 38.

Article 31 (d) (Page 12)

"The election shall take place at the Club premises during the week immediately preceding the Annual General Meeting in each year. The ballot shall conclude on Saturday at 6 pm of the determined election period. Voting times during the election period shall be determined by the Board".

## Recommended changes to Articles to be put to Members at the 2010 AGM

### Article 12

That the current Article 12 be deleted and replaced by

#### **ABSENTEE MEMBERS**

In the event of any member leaving the area comprised within a radius of 125 kilometres of the Club House for a period of not less than three (3) months or in the event of a member being incapacitated or in ill-health for such period, he may, on application to the Board setting out such particulars as the Board may require be placed by the Board on an Absentee List, and during such time as his name is on the said list he shall be excepted from payment of that part of his annual subscription which is proportionate to that part of the year for which absentee membership has been granted, but during the period of absentee membership shall not be allowed to exercise any of the privileges or receive any of the benefits of membership, and shall not be placed upon the list of effective members.

### Article 85

Be amended by

Inserting after the word persons "who elect in writing to receive such reports. Reports otherwise must be made available on the Club's website", and

Deleting the words "entitled to receive notice of General Meetings of the Club".

So it Reads

A copy of every profit and loss or income and expenditure account and balance sheet, including every document require by law to be annexed or attached to such balance sheet which is to be laid before the Club at each Annual General Meeting shall not less than fourteen (14) days before the date of the meeting be sent to all persons who elect in writing to receive such reports. Reports must otherwise be made available on the Club's website.