



ANNUAL REPORT

For the year ending 30th June 2019

Leura Golf Club Limited

Since 1902 – first in the Blue Mountains



NOTICE OF ANNUAL GENERAL MEETING 2019.

Notice is hereby given that the Annual General Meeting of Members of Leura Golf Club Limited will be held at the Clubhouse on Sunday 6th October, 2019 commencing promptly at 10.00 am.

Members are requested to advise the Manager in writing seven (7) days prior to the date of the Annual General Meeting of any query relating to the Financial Accounts on which further information may be required. Such information will be extracted from the records and be available at the Annual General Meeting.

All relevant documents can be viewed at leuragolfclub.com.au/2019-annual-general-meeting

Should you require a hard copy please make contact with the office.

Agenda

1. Open and Welcome
2. Apologies.
3. To receive the Minutes of the Annual General Meeting held on Sunday 1st October 2018.
4. President's Address
5. To receive the Financial Report for the year ended 30th June 2019 and the reports by Directors and Auditors.
6. Election of Directors, President, Vice President, Captain and Hon. Treasurer.
7. NOTICE OF SPECIAL RESOLUTION
- ❖ 'The current constitution was originally adopted on 5th February 1971 with subsequent amendments. Since then the Corporations Law has altered quite extensively. The Board of Directors consider that rather than further amendments a new Constitution should be adopted.

There are no substantial changes to the proposed model. In the main the changes relate to the term of office for Directors which required one third to retire at the end of each year thereby promoting continuity. There is also provision for circular resolutions by Directors where for reasons unavoidable a meeting cannot be held.

For a Special resolution to pass it requires a 75% vote of members in attendance who are entitled to vote on the day.

The proposed changes provide a clearer format without altering the intent of the existing Constitution.

MOTION

To consider and if thought fit pass a resolution as follows: 'That the proposed constitution dated the 6th October 2019 be adopted replacing the existing amended model dated 22nd October 2012'

8. ORDINARY BUSINESS-MOTION

- ❖ To consider and if thought fit pass a resolution as follows: That pursuant to Sections 10(6) and 10(6A) of the Registered Club's Act 1976, the Members approve and agree to the following expenditure and benefits for certain Members of the Club during the period from the date of this Resolution to the date of the next Annual General Meeting.
 - a) The provision of a meal to the Board of Directors or Committee Members where a meeting of the Board of Directors corresponds with a normal meal time.
 - b) The provision of reasonable refreshments for persons attending a meeting of the Board of Directors or Committee Members.
 - c) Reasonable expenses incurred by Members of the Board of Directors in relation to their duties including entertainment of special guests of the Club, attendances at inter-club activities and other promotional activities performed by them.
 - d) The provision of apparel, golf balls and lunch to Members of teams representing the Club in any competition or event as determined by the Board of Directors.
- The Members acknowledge that the benefits set out above are not available to Members generally, but only to those Members specified in the Resolution.
- 9. To transact any business that may be properly brought before the Meeting in accordance with the Constitution.

By order of the Board

Sarah Sloss,

SECRETARY MANAGER.

12th September 2019.

PRESIDENT'S REPORT 2019

Dear Member,

Several years ago, the Club was all but moribund. Despite the many efforts by members of the day to unify its position at the core of the Blue Mountains in offering unique golfing opportunities and Heritage listed beauty, our efforts had all but failed with the club basically operating on a name only basis. Insolvency reared its head in no uncertain terms. We were most fortunate therefore when the Schwartz Group came to our rescue with its continued assurance of solvency and investment in the future development and prosperity of the club and its assets.

The bedrock of the club's continuity, which will shortly enter its 118th year, is not only reliant on our commercial partners commitment but, it requires in no limited measure constructive and productive input from its members and staff. Facilitating golf is what we do! As such a team effort is paramount in striking a balance between expectation and achievable goals along with respectful and realistic dialogue with our partners at the Schwartz Group and our neighbours at Fairmont. Much has been achieved. A debt of gratitude is extended to all concerned.

The fulcrum of any organization is its people. Skill, knowledge and professionalism are involved in golfing operations. Whether it be Club House administration under the guidance of Secretary Manager Sarah Sloss, Pro shop direction and promotion by Manager Alex Crowther or course maintenance and improvements by Superintendent Matt Robinson, LGC is fortunate. Their respective duties are conducted in a business like and professional manner mindful always of the club's history, its traditions and achievable strategies. The Board notes and thanks all staff for their important contributions.

This past year has resulted in a strong and purposeful drive to increase membership. Aided by an attractive fee structure, course improvements as well as asset purchases and club house refurbishment, these investments not only signalled but accomplished very positive returns. The membership drive with its competitive charges will continue. A new Constitution commensurate with the modern dictates of language and requirements of the Corporations Law has been prepared following extensive consultation. It will be placed before the members for consideration and if thought fit adopted at the October Annual general Meeting. The current Constitution was originally signed off on the 5th February, 1971. There have been many amendments along the way. Whatever the case, rather than further amendments the Board of Directors considers a new model be approved.

There are no substantial changes to the Constitution. In the main the document addresses the tenure of elected office bearers which will require one third of Directors to retire at the end of each year thereby promoting continuity. There is also provision for circular resolutions by Directors where for reasons unavoidable a meeting cannot be held.

I would like to also take the opportunity of thanking all Directors for their support and untiring commitment to the Club throughout the year. Along with other members that I will make mention of at the AGM I am indebted to each for their invaluable assistance and counsel. And if I may, it would be remiss of me not to note and acknowledge at a personal and business level, the beneficent involvement of Dr Jerry Schwartz whose contributions are far reaching with LGCs future always to the fore.

On behalf of the Board of Directors I commend everyone associated with Leura Golf Club. My good wishes to you all.

Jock Scullion Stewart

President.

Leura Golf Club Limited

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CAPTAIN'S REPORT 2019

Another AGM looms, the intervening year has passed, seemingly in a flash, but looking back over that year it is pleasing to note all that has been accomplished.

The new golf rules after a long gestation period are now a fact of golfing life. We have become familiar with the new terminology, dropping the ball from knee height and putting with the flagstick in place.

The grounds staff, under the leadership of Matt Robinson, have done a marvelous job presenting our course in top condition week after week. They have introduced roped off 'pathways' for carts to follow mainly to minimize compacting of fairways and to keep carts away from greens and bunkers.

Greens are renovated at least yearly with coring and sanding due late September. We now have a flood reducing causeway crossing the 4th, 5th and 6th holes with attendant bridges and the Fitzroy Street frontage has been re-fenced. The area alongside the 12th in the vicinity of the women's tee has been built up and levelled.

The Club again entered teams in the district Seniors, Kortum Shield and Masters pennant competitions. All teams competed keenly with our Kortum Shield 1 team taking out the pennant. Thanks are due to the team captains for organizing and getting their teams to the starting gates each week during the pennant season – Seniors – John Hogan, Kortum Shield 1 – Angelo Garofano, Kortum Shield 2 – David Cook, Masters – Paul Eastment.

Our website Manager and member, Terry Tunkunas, oversaw the introduction of our online golf booking system.

There has been a change in the Pro Shop. Alex Crowther is now in charge. He is Golf Manager and is responsible for the stocking of the Pro Shop. He is assisted there by David Cook and, in a voluntary capacity, by President Jock Scullion-Stewart.

Over the year there has been an influx of new members resulting in larger fields for our Wednesday and Saturday competitions. The match committee has been busy and their advice and assistance over the year has been much appreciated.

I would encourage all members to participate in the Club's golfing competitions and don't forget Alex is accredited to give lessons

Congratulations to all who have won competitions during the year and in particular to the winners of the Major Events listed under.

Jeremy Townend

Captain

Club Championships 2019

Club Champion – Bryan Swadling
A Grade Net – Bryan Swadling
B Grade Scratch – Lenny Redman
B Grade Net – Phil Noble
C Grade Scratch – Graham Veitch
C Grade Net – Brendan Hull
Seniors Scratch – Peter Davis
Seniors Net – Larry Sutton

Fairmont Leura Open 2018

Scratch winner – Bronko Djura
Leura Cup (closed net) – David Davies

Relton Shield 2019 (mixed 2BBB Stableford)

Winners – Terry Nielson and Alex Crowther

Foursomes Championships 2019

A Grade Scratch Winners – Peter Davis and Tom Cook
B Grade Scratch Winners – Marty Monks and Jerzy Bednarski
A Grade Net Winners – Neville Adams and Andy Rice
B Grade Net Winners - Marty Monks and Jerzy Bednarski

Mixed Foursomes Championships 2019

Scratch Winners - Elaine Scullion-Stewart & Alex Crowther
Net Winners – Frauke Stillmark and Alec Stillmark

R R Coote Shield 2019 (36 holes 2BBB Stableford)

Winners – John Turner and Jim Johnstone

Haig & Haig Shield 2018 (36 hole stroke)

Winner – Andrew Rice

Wallace Cup 2019 (2BBB Stableford)

Winners – Cody Clark and Nick Ferarri

2019 – WOMENS CHAMPIONSHIPS – 36 HOLES

Div. 1 – Scratch – Cathie Moore (20) – 322
Net – Victoria Ekeblad (29) - 255
Div. 2 – Scratch – Joint Winners:-
Dorelle Pinch (30) - 310
Elaine Scullion-Stewart (31) - 310
Net – Elaine Scullion-Stewart - 217
Div. 3 – S/ford – Roula Gorey (43) – 70 points

Norma Smith Cup – Elaine Scullion-Stewart – 217 net.

R/up – Dorelle Pinch – 220 net.

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TREASURER'S REPORT 2019

The year 2019 was characterised by continued assurance of solvency by our Business partner allowing investment in the future prosperity of the Club.

If one ignores accounting adjustments such as discounts, asset write offs, depreciation and employee entitlement accruals, a clearer picture of the accounts emerges allowing relatively easy comparison between financial periods. Once these adjustments are ignored, the following comments can be made:

- Income overall has increased 5.5% year on year. Bar income, Course trading income and Gaming income were all steady while Match trading increased significantly.
- The most noteworthy increase was membership which increased very substantially meaning that the membership promotion has been very successful.
- As mentioned above, gaming income was steady. However, installation of the new machines was not completed until May so this was not unexpected. It is noteworthy that the gaming profit for the months of June and July were both very good.
- Course trading was steady and we look forward to increases in this space next year on the back of investments in the course improvements and new carts.
- Overall, there was an increase in expenditure of 2.9%. The greatest increase year on year was in Golfing and Member expenses which included significant expenditure on Golf Cart repairs.

If we then examine the residual accounting adjustments we can make the following comments:

- There was substantial expenditure on new assets totalling over \$300K. As a result, the depreciation expense for 2019 was \$46K higher than in 2018. These asset acquisitions represent an investment in the future of the Club and include such items as the extension to the clubhouse, new gaming machines and a new irrigation system for the course.
- 20 golf carts were replaced during the year with the same number of new, leased carts. This investment means there will be a medium term increased cost to the profit and loss in lease expense but the result will be savings on repair costs to the carts and the assurance of a reliable fleet of carts for golfers. Again, this expenditure represents an investment in the future of the club.
- There was an increase in the cost of employee entitlement accruals during the year compared to the previous year. This is because the Club chose to convert 2 employees from casual to permanent status. This again represents an investment in the future of the Club by providing certainty of tenure to employees and thereby retaining valued skillsets.

John Robertson **Hon. Treasurer**

CONSTITUTION OF LEURA GOLF CLUB LIMITED

Australian Company Number (ACN) 000 876 282
Australian Business Number (ABN) 63 626 803 661

A Company limited by guarantee

Table of Contents

CONSTITUTION OF LEURA GOLF CLUB LIMITED.....	1
PRELIMINARY	3
<i>Name of the Company</i>	3
<i>Type of Company</i>	3
<i>Limited liability of Members</i>	3
<i>The guarantee</i>	3
<i>Definitions</i>	3
OBJECTS AND POWERS	3
<i>Objects</i>	3
<i>Powers</i>	4
<i>Not-for-profit</i>	4
<i>Amending the constitution</i>	4
MEMBERS	4
GUESTS	8
ENTRANCE FEES AND ANNUAL SUBSCRIPTIONS	8
DISCIPLINARY PROCEDURES.....	9
EMPLOYEE RESPONSIBILITIES REGARDING SERVICE	10
GENERAL MEETINGS OF MEMBERS	11
MEMBERS’ RESOLUTIONS AND STATEMENTS	13
VOTING AT GENERAL MEETINGS.....	14
ELECTION AND NOMINATION OF BOARD OF DIRECTORS.....	15
POWERS OF DIRECTORS	16
DUTIES OF DIRECTORS	17
DIRECTORS’ MEETINGS.....	18
SECRETARY.....	19
MINUTES AND RECORDS.....	19
WOMEN’S GOLF COMMITTEE	20
BY-LAWS	20
NOTICE	20
FINANCIAL YEAR.....	21
INDEMNITY, INSURANCE AND ACCESS.....	21
WINDING UP	22
DEFINITIONS AND INTERPRETATION	22
READING THIS CONSTITUTION WITH THE CORPORATIONS ACT.....	23
INTERPRETATION.....	23

Preliminary

Name of the Company

1 The name of the **Company** is THE LEURA GOLF CLUB LIMITED (the **Club**).

Type of Company

2 The **Club** is a not-for-profit public **Company** limited by guarantee which is established to be, and to continue as, a golf club.

Limited liability of Members

3 The liability of Members is limited to the amount of the guarantee in clause 4.

The guarantee

4 Each Member must contribute an amount not more than \$20 (the guarantee) to the property of the **Club** if the **Club** is wound up while the Member is a Member, or within 12 months after they stop being a Member, and this contribution is required to pay for the:

- (a) debts and liabilities of the Club incurred before the Member stopped being a Member, or
- (b) costs of winding up.

Definitions

5 In this Constitution, words and phrases have the meaning set out in clauses 74 to 76.

Objects and powers

Objects

- 6 The **Club's** object is to pursue the following purpose(s):
- (a) To provide, maintain and develop a golf course or courses and promote the game of golf under the Rules approved by the Royal and Ancient Golf Club of St. Andrew's, Scotland, where they shall apply, for the enjoyment and recreation of Members.
 - (b) To promote and conduct as well as the game of golf, such other sports, games, amusements and entertainments, pastimes and recreations indoor and outdoor as the Club may deem expedient
 - (c) To buy, prepare, supply, sell and deal in all kinds of golf clubs and balls and all apparatus used in connection with the game of golf and other sports, and all kinds of liquor, food, provisions and refreshments required or used by the Members or other persons frequenting the course grounds, club-house or premises of the Club.
 - (d) To promote, arrange and hold either alone or jointly with any other association, club or person meetings, matches, games and competitions for the playing of golf and other sports, and to offer, give or contribute towards prizes, trophies, medals, awards and other distinctions.
 - (e) To promote, give or support dinners, balls, dances, concerts and other entertainment.
 - (f) To affiliate with such Associations as the Club shall deem appropriate.
 - (g) To support any charity considered appropriate by the Club.
 - (h) To invest and deal with any monies of the Club not immediately required upon such securities and in such manner as may be deemed fit from time to time.
 - (i) To maintain registration as a Club under the provisions of the Liquor Act, the

CONSTITUTION OF THE LEURA GOLF CLUB LIMITED

- Registered Clubs Act and other relevant legislation.
- (j) To raise money by entrance fees, subscriptions, levies and the like and to grant any rights and privileges to Members.
 - (k) To indemnify any person or persons whether Members of the Club or not who may incur or have incurred any personal liability at the request of and for the benefit of the Club.
 - (l) To erect, maintain, improve or alter any building or buildings for the purposes of the Club.
 - (m) To do or cause to be done all such other lawful things as are incidental or conducive to the attainment of the objects of the Club or generally for the benefit of the Club.
 - (n) To do all such things as are incidental or necessary for the purposes of the above objects.
 - (o) The income and property of the Club however derived shall be applied solely towards the promotion of the objects of the Club.

Powers

- 7 Subject to clause 6, the **Club** has the following powers, which may only be used to carry out its purpose(s) set out in clause 6:
- (a) the powers of an individual, and
 - (b) all the powers of a Club limited by guarantee under the Corporations Act.

Not-for-profit

- 8.1 The Club must not distribute any income or assets directly or indirectly to its Members, except as provided in clauses 48, 72 and 73.
- 8.2 Clause 8.1 does not stop the Club from doing the following things, provided they are done in good faith:
- (a) paying a Member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **Club**, or
 - (b) making a payment to a Member in carrying out the **Club's** objects.

Amending the constitution

- 9.1 Subject to clause 9.2, the Members may amend this Constitution by passing a **special resolution**.
- 9.2 The Members must not pass a **special resolution** that amends this Constitution if passing it causes the **Club** to no longer be a golf club.

Members

10.1 Membership and register of Members

The Members of the **Club** are:

- (a) Ordinary Members
- (b) Life Members
- (c) Honorary Members
- (d) Temporary Members
- (e) Social Members
- (f) Provisional Members
- (g) Junior Members
- (h) Student Members
- (i) Staff Members

CONSTITUTION OF THE LEURA GOLF CLUB LIMITED

- (j) any other person(s) that the Directors allow to be a Member, in accordance with this constitution
- 10.2 **Ordinary Members, Honorary Life Members and Pecuniary Life Members** shall be entitled to vote at General Meetings of the Club, and to stand for and be elected to the Board of Directors of the Club, and to be elected as Executive Directors of the Club, subject to the proviso that they shall have been Ordinary Members of the Club for the whole of the year immediately preceding the date upon which such a meeting or election is to be held.
- 10.3 There shall be two (2) classes of ordinary Members, namely **Platinum** Members and **Full Seven** (7) day golfing members and such other classes as the Board of Directors may determine from time to time.
- 10.4 **Junior Members** shall be persons under the age of eighteen (18) years who have been admitted to Membership for the purpose of participating in regular golfing competitions organised by the Club. They shall not be entitled to introduce guests to the Club, nominate persons to Membership of the Club, attend any meetings of the Club, vote at any election, be eligible for election to the board of Directors of the Club or be eligible to nominate any person to be a Director of the Club.
- 10.5 **Student Members** shall be persons who are fulltime students approved by the Board and subject to such conditions as are imposed by the Board.
- 10.6 **Life Members:** There shall be two (2) classes of Life Members, namely Honorary Life Members and Pecuniary Life Members.
 - (a) Honorary Life Members shall be Members of the Club elected as Life Members of the Club for special services rendered to the Club by a resolution passed by at least 75% of the Members voting.
 - (b) Honorary Life Members shall not exceed in all twelve (12) in number.
 - (c) Honorary Life Members shall during their lives be entitled to all the privileges and be subject to all the duties, liabilities and obligations of an Ordinary Member but without being liable for any subscription or levy.
- 10.7 **Pecuniary Life Members**
 - (a) Pecuniary Life Members (hereinafter called Permanent Members) shall mean persons who have been elected Members of the Club in accordance with the provisions of these Articles and who have paid the subscription for Pecuniary Life Membership determined by the Board of Directors of the Club.
 - (b) Permanent Members of the Club shall be restricted to such persons whose names are listed in the By-Laws and such Membership shall not be extended.
 - (c) Permanent Members shall be entitled to all the privileges and be subject to all the duties, liabilities and obligations of an Ordinary Member during their lives but without being liable for any subscription for the playing of the game or games set opposite their names in the By-Laws.
 - (d) Paragraphs (a), (b) and (c) hereof shall not be amended, altered or deleted unless a meeting of Permanent Members is held at which a special resolution is passed approving such amendment, alteration or deletion as is proposed and thereafter such amendment, alteration or deletion is adopted by a special resolution passed at a General Meeting of the Club.
- 10.8 **Social Members** of or over the age of eighteen (18) years may be admitted and they shall enjoy the full use of the Clubhouse and its facilities but shall not be entitled to take part in playing the game of golf except in accordance with the conditions determined by the Board of Directors of the Club.
- 10.9 **Honorary Membership** may be granted by the Board of Directors without payment of any subscription to any person over the age of eighteen (18) years who is either the current Patron, or a prominent citizen or dignitary visiting the Clubhouse for some special occasion.

10.10 **Provisional Members** shall be persons who have applied for Membership and shall have paid the relevant entrance fee, annual subscription and any other fees and charges, and are currently awaiting a decision on their Membership application. Provisional Members shall have the same privileges as other Members holding the same class of Membership as applied for excluding the right to vote, the right to hold office and the right to attend meetings. A person shall cease to be a Provisional Member immediately upon the decision of the Board on the application for Membership.

10.11 **Temporary Members** are persons over the age of eighteen (18) years who, in the discretion of the Board, are admitted as temporary Members being:

- (a) A person whose ordinary place of residence is in New South Wales and is more than five (5) kilometres from the Club;
- (b) A person who is a Member of another registered club with similar objects to those of the Club;
- (c) A person who is attending the Club for the purpose of taking part in an organised sport or competition;
- (d) A person whose normal place of residence is interstate or overseas.

Temporary Members (other than those exclusively attending for the purpose of taking part in an organised sport or competition) are required to complete and sign the Temporary Members Register each day they attend at the Clubhouse.

10.12 **Register of Members**

The **Club** must establish and maintain a Register of Members, which must be kept by the secretary and contain for each current Member:

- (a) Name,
- (b) Occupation,
- (c) Address,
- (d) any alternative address nominated by the Member for the service of notices,
- (e) date the Member was entered on to the Register, and the date on which the Member last paid the annual Membership subscription.
- (f) the class of Membership.

10.13 The Secretary shall keep a Register of Temporary Members (other than Temporary Members attending for the purpose of taking part in an organised sport or competition) which shall record the name and address of each Temporary Member and the date on which he entered as a Temporary Member.

10.14 The Secretary shall keep a Register of persons who are Honorary Members. This Register shall set forth the name in full and the address of each Honorary Member and the date or period of Membership.

10.15 The Secretary shall keep a Guest Register of persons who shall be over the age of eighteen (18) years and who enter the premises as guests of Members. Such Register shall have entered therein on each day the guest enters the premises of the Club, the name and address of the guest, the date of that day, and the signature of the Member. A guest entering the Clubhouse more than once on the same day with the same Member need only enter his name in the Register once.

10.16 The **Club** must give current Members access to the Register of Members.

10.17 Information that is accessed from the Register of Members must only be used in a manner relevant to the interests or rights of Members.

11 **Who can be a Member**

- (a) A person who supports the objects of the **Club**, its constitution and by-laws, is eligible to apply to be a Member of the **Club** under clause 12.
- (b) In this clause, 'person' means an individual.

12 How to apply to become a Member

- 12.1 A person (as defined in clause 11) may apply to become a Member of the **Club** by writing to the Secretary stating that they:
- (a) want to become a Member
 - (b) support the objects of the **Club**, and
 - (c) agree to comply with the **Club's** constitution and by-laws, including paying the guarantee under clause 4 if required.
- 12.2 The election of Members shall be by the Board who shall examine all nominations for Membership. The Board may reject any application for Membership without assigning any reason for such rejection.
- 12.3 Candidates for Membership (except in the cases of Honorary and Temporary Members) shall be proposed and seconded by two (2) Members entitled to vote on a form containing inter alia the following information in writing:
- (a) Full name and address
 - (b) If under eighteen (18) years of age, date of birth
 - (c) Names of Members of the Club to whom reference can be made
 - (d) If a Member of any other Club
 - (e) Profession or occupation.
- 12.4 The name and address and occupation of every candidate for Membership shall be displayed on the Notice Board for a period of at least seven (7) days together with the names of the two Members proposing and seconding the nomination. An interval of at least fourteen (14) days shall elapse between the proposal of a person for Membership and the date upon which the nomination is considered by the Board.
- 12.5 On the election of a Member, the Secretary shall give such Member notice of such election personally or by forwarding or posting the same to the address given on the nomination for Membership, and shall issue with such notice an account for entrance fees and annual subscriptions specifying the due date of payment, and failing such payment on or before the due date the election shall be null and void.
- 12.6 Every Member shall notify the Secretary in writing of any subsequent change of address. The address so given shall be deemed to be the Member's registered address for the purpose of the issue of notices.

13 Directors decide whether to approve Membership

- 13.1 The Directors must consider an application for Membership within a reasonable time after the secretary receives the application.
- 13.2 If the Directors approve an application, the Secretary must as soon as possible:
- (a) enter the new Member in the Register of Members, and
 - (b) write to the applicant to tell them that their application was approved, and the date that their Membership started (see clause 14).
 - (c) If the Directors reject an application, the Secretary must write to the applicant as soon as possible to tell them that their application has been rejected, but does not have to give reasons.
- 13.3 For the avoidance of doubt, the Directors may approve an application even if the application does not state the matters listed in clauses 12.1 (a), (b) or (c). In that case, by applying to be a Member, the applicant agrees to those three matters.

14 When a person becomes a Member

An applicant will become a Member when they are entered in the Register of Members.

15 When a person stops being a Member

A person immediately stops being a Member if they:

- (a) die,
- (b) resign, by writing to the Secretary

CONSTITUTION OF THE LEURA GOLF CLUB LIMITED

- (c) are expelled under clause 21, or
- (d) neglect to pay the annual subscription or any other amount or amounts due to the **Club**.

Guests

- 16.1 All Members (excluding Temporary Members and Junior Members) shall have the privilege of introducing guests to the Clubhouse who are over the age of eighteen (18) years and such Member shall enter the names and full residential addresses of such guests together with his own name in the Guest Register.
- 16.2 A guest shall not be supplied with liquor on the premises except on the invitation of and in the company of a Member.
- 16.3 Guests shall be required to remain in the reasonable presence or company of the introducing Member and shall not remain on the Club premises any longer than the Member.
- 16.4 Members shall be responsible for the conduct of any guests they may introduce to the Clubhouse.
- 16.5 A Member shall not introduce any guest more frequently or in greater numbers than may for the time being be provided by any By-Law, nor shall a Member introduce any person as a guest whose name has been removed from the Register of Members for misconduct or who has been suspended by the Board of the Club.
- 16.6 The Board shall have power to make By-Laws from time to time regulating the terms and conditions on which guests may be admitted to the Club premises.
- 16.7 Members introducing persons under the age of eighteen (18) year to the Clubhouse shall ensure that such persons remain in the designated permissible areas as defined by the Board.

Entrance fees and annual subscriptions

- 17.1 The entrance fees, annual subscriptions and other charges payable by any class of Members shall be prescribed by the Board.
- 17.2 Every Member shall pay the annual subscription applicable yearly in advance provided that the annual subscription in no instance shall be less than two dollars (\$2.00).
- 17.3 The Board may permit Ordinary Members to elect to pay annual subscriptions by equal consecutive monthly instalments, the first of which shall be payable on or before the first day of July each year provided always that such instalments may only be paid by a Board approved direct debit authority system.
- 17.4 Upon payment of the annual subscription, or in the case of Members paying by instalments, upon payment of the first instalment, each Member shall be issued with a Membership card.
- 17.5 The financial year shall commence on the first day of July in each year.
- 17.6 Persons admitted as Members after the thirty-first day of December in each year shall for that financial year pay a reduced subscription fee as determined by the Board.
- 17.7 If any fee or subscription or charge or any instalment thereof shall remain unpaid for a period of two (2) months after it becomes due, the Member concerned shall be notified by the Secretary in writing of the default and if the sum due still remains unpaid for a further period of fourteen (14) days after the date of issue of the default notice the Board shall, unless they consider that there is sufficient reason for the delay in payment, by resolution, debar such Member from all privileges of Membership and his name may at any time thereafter be removed from the Register of Members.
- 18 Any Member whose subscription is in arrears shall be restricted from entering the Clubhouse premises except as a Guest of a Member or as a Temporary Member under the conditions as set forth by this Constitution or the By-Laws of the Club.

Disciplinary procedures

- 19 **A Member may be disciplined** if, in the opinion of the Board, the Member is guilty of one of the following disciplinary charges:
- 19.1 The Member has wilfully refused or neglected to comply with any of the provisions of the Constitution or any by-laws made pursuant to the Constitution.
 - 19.2 The Member is guilty of any conduct prejudicial to the interests of the Club.
 - 19.3 The Member is guilty of conduct which is unbecoming of a Member or which shall render the Member unfit for Membership.
- 20 **A charge against a Member:**
- 20.1 May be brought against a Member by any other Member or by the Board.
 - 20.2 Must be by written Notice issued by the Board which must state the charge and set out the facts, matters and circumstances giving rise to the charge.
 - 20.3 The notice must set out the date, time and place of the hearing of the charge.
 - 20.4 The notice must be sent to the Member, and to the accuser (if any), at least fourteen (14) clear days before the meeting of the Board at which the charge is to be heard.
- 21 **Procedure for the hearing:**
- 21.1 All decisions of the Board made at the hearing of the charge shall be by a majority of the votes of those present.
 - 21.2 The Board shall decide the method by which their votes are cast on any question, including whether the Member is guilty or innocent of the charge.
 - 21.3 A Member appearing at the hearing, in whatever capacity, is not permitted to have legal, or other, representation.
 - 21.4 The Board may, and shall if requested to do so by the Member charged or by the accuser (if any), at least seven (7) days before the date of hearing, cause a notice to be sent to any other Member to appear at the hearing and give evidence either orally or in writing. Such request shall be in writing (see clause 66 below).
 - 21.5 The hearing of the charge may be adjourned to another time and date, provided that notice of the adjourned time and date is given to the Member charged, the accuser (if any) and any Member who has been required to attend the hearing to give evidence.
 - 21.6 Any Member who, without reasonable excuse, fails to appear before the Board when so required is liable to be either fined, such sum as the Board considers reasonable, or suspended until the hearing of the charge has been finalised; or both.
 - 21.7 The Member charged is entitled to attend the hearing for the purpose of answering the charge and is entitled to give oral or written evidence and to make oral or written submissions in answer to the charge.
 - 21.8 The Member charged is entitled to call any witness or witnesses in his or her defence and cross-examine any witness that may be called by the accuser or by the Board.
 - 21.9 If the Member charged fails to attend the hearing, the charge may be heard and dealt with by the Board on the evidence before it, notwithstanding the Member's absence, but having regard to any representations which may have been made to it by the Member charged.
 - 21.10 The Members of the Board present at the hearing of the charge must consider all of the evidence given in relation to the charge.
 - 21.11 If the Board decides that the Member is guilty of the charge:
 - (a) The Board must inform the Member before considering any penalty.
 - (b) The Board has the power to impose one of the following penalties:

- A. Reprimand the Member.
- B. Suspend the Member for such period as the Board thinks fit.
- C. Impose conditions on the member's rights and privileges with respect to playing golf or otherwise as it sees fit.
- D. Expel or accept the resignation of the Member and to have recorded in the Register of Members that the person has ceased to be a Member of the Club

21.12 The Member charged must be given a further opportunity at the hearing, or any adjourned date for the continuation of the hearing, to address the Board in relation to the penalty appropriate to the charge of which the Member has been found guilty.

21.13 If the Board resolves to expel a Member:

- (a) The Board must immediately cause a Notice in writing (see clause 66 below) advising the Member of the decision to expel the Member.
- (b) The Member may within fourteen (14) days of the date of receipt of the notice of expulsion request in writing that the matter be referred to a General Meeting of Members to consider the expulsion.
- (c) If no such request be received by the Secretary within the said period of fourteen (14) days (or such extended period, if any, as in exceptional circumstances the Board may permit) and on the expiration of such period (or extended period as the case may be) the Member shall cease to be a Member of the Club.
- (d) From the date of the resolution of the Board for expulsion of a Member until such time as the matter is finally determined the Member shall be suspended from all enjoyment of all privileges and amenities of the Club.
- (e) A request in writing shall be addressed to the Secretary who shall refer it immediately to the Board which shall cause a General Meeting to be called within a period of thirty (30) days for the express and sole purpose to determine whether such Member is to be expelled or not.
- (f) The decision of the Board to expel a Member may be revoked by a vote of at least a two third's majority of the Members personally present at a General Meeting called in accordance with clauses 26 and 27 below

21.14 No appeal shall lie from any decision of the Board other than the request to the General Meeting of the Members to consider the expulsion. No appeal lies from the decision of the General Meeting of the Members which considers the expulsion.

22 **General discretions:**

22.1 If any Member has been suspended as a result of the implementation of these rules for dealing with the disciplining of Members, the President or the Executive may, in special circumstances decided upon by the President or the Executive, allow such a Member the privilege of attending the Club.

22.2 If a Member has been sent a Notice containing a disciplinary charge, the Board may, without any pre-judgment of the outcome of the charge, suspend the Member from all rights and privileges as a Member of the Club until the charge is heard and determined or for five (5) weeks, whichever is the sooner. Such suspension shall be promptly notified to the Member in writing (see clause 66).

Employee responsibilities regarding service

23 An employee of the Club may refuse to admit to the Club and may turn out, or cause to be turned out, of the premises of the Club any person including any Member:

23.1 Who, in the opinion of that employee, is then intoxicated, violent,

- quarrelsome or disorderly; or
 - 23.2 Who, for the purposes of prostitution, engages or uses any part of the premises of the Club; or
 - 23.3 whose presence on the premises of the Club renders the Club or the Secretary liable to a penalty under the Registered Clubs Act, the Liquor Act or other relevant legislation; or
 - 23.4 who hawks, peddles or sells any goods on the premises of the Club; or
 - 23.5 who sells, uses, or has in his or her possession, while on the premises of the Club, any substance that the Secretary suspects of being a prohibited drug or prohibited plant.
- 24 The employee who under these Rules is entitled to exercise the power set out in this Rule shall be:
- 24.1 in the absence of the Secretary from the premises of the Club, the senior employee then on duty; and
 - 24.2 if there is no employee willing to exercise the power, then the Chairman may exercise such power or the Chairman may appoint a Director to exercise such power.
- 25 The Secretary, senior employee of the Club, the chairman or the appointed Director who exercised the power referred to in in clause 23 shall make a written report to the Board of the circumstances of the refusal to admit and/or the removal of the person (including a Member) as soon as possible after the exercise of such power.

General meetings of Members

26 General meetings called by Directors

- 26.1 The Directors may call a general meeting.
- 26.2 If Members with at least 5% of the votes that may be cast at a general meeting make a written request to the Club for a general meeting to be held, the Directors must:
 - (a) within 21 days of the Members' request, give all Members notice of a **general meeting**, and
 - (b) hold the **general meeting** within 2 months of the Members' request.
- 26.3 The percentage of votes that Members have (in clause 26.2) is to be worked out as at midnight before the Members request the meeting.
- 26.4 The Members who make the request for a **general meeting** must:
 - (a) state in the request any resolution to be proposed at the meeting
 - (b) sign the request, and
 - (c) give the request to the **Club**.
- 26.5 Separate copies of a document setting out the request may be signed by Members if the wording of the request is the same in each copy.

27 General meetings called by Members

- 27.1 If the Directors do not call the meeting within 21 days of being requested under clause 26.2, 50% or more of the Members who made the request may call and arrange to hold a **general meeting**.
- 27.2 To call and hold a meeting under clause 27.1 the Members must:
 - (a) as far as possible, follow the procedures for **general meetings** set out in this constitution

- (b) call the meeting using the list of Members on the **Club's** Member register, which the **Club** must provide to the Members making the request at no cost, and
 - (c) hold the **general meeting** within three months after the request was given to the **Club**.
- 27.3 The **Club** must pay the Members who request the **general meeting** any reasonable expenses they incur because the Directors did not call and hold the meeting.

28 **Annual general meeting**

- 28.1 A **general meeting**, called the annual **general meeting**, must be held at least once in every calendar year, and within 5 months of the close of the **Club's** financial year.
- 28.2 Even if these items are not set out in the notice of meeting, the business of an annual **general meeting** may include:
- (a) a review of the **Club's** activities
 - (b) a review of the **Club's** finances
 - (c) any auditor's report
 - (d) the election of Directors, and
 - (e) the appointment and payment of auditors, if any.
- 28.3 Before or at the annual **general meeting**, the Directors must give information to the Members on the **Club's** activities and finances during the period since the last annual **general meeting**.
- 28.4 The chairperson of the annual **general meeting** must give Members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the **Club**.

29 **Notice of general meetings**

- 29.1 Notice of a **general meeting** must be given to:
- (a) each Member entitled to vote at the meeting
 - (b) each Director, and
 - (c) the auditor (if any).
- 29.2 Notice of a **general meeting** must be provided in writing at least 21 days before the meeting.
- 29.3 Subject to clause 29.4, notice of a meeting may be provided less than 21 days before the meeting if:
- (a) for an annual **general meeting**, all the Members entitled to attend and vote at the annual **general meeting** agree beforehand, or
 - (b) for any other **general meeting**, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 29.4 Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (a) remove a Director
 - (b) appoint a Director in order to replace a Director who was removed, or
 - (c) remove an auditor.
- 29.5 Notice of a **general meeting** must include:
- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this)
 - (b) the general nature of the meeting's business
 - (c) if applicable, that a **special resolution** is to be proposed and the words of the proposed resolution
- 29.6 If a **general meeting** is adjourned (put off) for one month or more, the Members must be given new notice of the resumed meeting.

30 **Quorum at general meetings**

- 30.1 For a **general meeting** to be held, at least 20 Members (a quorum) must be present (in person) for the whole meeting. When determining whether a quorum is present, a person may only be counted once.
- 30.2 No business may be conducted at a **general meeting** if a quorum is not present.
- 30.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of **general meeting**, the **general meeting** is adjourned to the date, time and place that the chairperson specifies. If the chairperson does not specify one or more of those things, the meeting is adjourned to:
- (a) if the date is not specified – the same day in the next week
 - (b) if the time is not specified – the same time, and
 - (c) if the place is not specified – the same place.
- 30.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

31 **Auditor's right to attend meetings**

- 31.1 The auditor is entitled to attend any **general meeting** and to be heard by the Members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.
- 31.2 The **Club** must give the auditor any communications relating to the **general meeting** that a Member of the **Club** is entitled to receive.

32 **Chairperson for general meetings**

- 32.1 The **elected chairperson** is entitled to chair **general meetings**.
- 32.2 The Members present and entitled to vote at a **general meeting** may choose a Director or Member to be the chairperson for that meeting if:
- (a) there is no **elected chairperson**, or
 - (b) the **elected chairperson** is not present within 30 minutes after the starting time set for the meeting, or
 - (c) the **elected chairperson** is present but says they do not wish to act as chairperson of the meeting.

33 **Role of the chairperson**

- 33.1 The chairperson is responsible for the conduct of the **general meeting**, and for this purpose must give Members a reasonable opportunity to make comments and ask questions (including to the auditor).
- 33.2 The chairperson has, if necessary, a casting vote.

34 **Adjournment of meetings**

- 34.1 If a quorum is present, a **general meeting** must be adjourned if a majority of **Members present** direct the chairperson to adjourn it.
- 34.2 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

Members' resolutions and statements

35 **Members' resolutions and statements**

- 35.1 Members with at least 5% of the votes that may be cast on a resolution may give:
- (a) written notice to the **Club** of a resolution they propose to move at a **general meeting** (Members' resolution), and/or

- (b) a written request to the **Club** that the **Club** give all of its Members a statement about a proposed resolution or any other matter that may properly be considered at a **general meeting** (Members' statement).
 - 35.2 A notice of a Members' resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.
 - 35.3 A request to distribute a Members' statement must set out the statement to be distributed and be signed by the Members making the request.
 - 35.4 Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.
 - 35.5 The percentage of votes that Members have (as described in clause 35.1) is to be worked out as at midnight before the request or notice is given to the **Club**.
 - 35.6 If the **Club** has been given notice of a Members' resolution under clause 35.1(a), the resolution must be considered at the next **general meeting** held more than two months after the notice is given.
 - 35.7 This clause does not limit any other right that a Member has to propose a resolution at a **general meeting**.
- 36 **Club must give notice of proposed resolution or distribute statement**
- 36.1 If the **Club** has been given a notice or request under clause 35:
 - (a) in time to send the notice of proposed Members' resolution or a copy of the Members' statement to Members with a notice of meeting, it must do so at the **Club's** cost, or
 - (b) too late to send the notice of proposed Members' resolution or a copy of the Members' statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the **Club** in giving Members notice of the proposed Members' resolution or a copy of the Members' statement. However, at a **general meeting**, the Members may pass a resolution that the **Club** will pay these expenses.
 - 36.2 The **Club** does not need to send the notice of proposed Members' resolution or a copy of the Members' statement to Members if:
 - (a) it is more than 1,000 words long
 - (b) the Directors consider it may be defamatory
 - (c) Clause 36.1(b) applies, and the Members who proposed the resolution or made the request have not paid the **Club** enough money to cover the cost of sending the notice of the proposed Members' resolution or a copy of the Members' statement to Members, or
 - (d) in the case of a proposed Members' resolution, the resolution does not relate to a matter that may be properly considered at a **general meeting** or is otherwise not a valid resolution able to be put to the Members.

Voting at general meetings

- 37 **How many votes a Member has**
Each Member has one vote. The chairperson has, if necessary, a casting vote.
- 38 **Challenge to Member's right to vote**
- 38.1 A Member or the chairperson may only challenge a person's right to vote at a **general meeting** at that meeting.
 - 38.2 If a challenge is made under clause 38.1, the chairperson must decide whether or not the person may vote. The chairperson's decision is final.
- 39 **How voting is carried out**
- 39.1 Voting must be conducted and decided by:

- (a) a show of hands
 - (b) a vote in writing, or
 - (c) another method chosen by the chairperson that is fair and reasonable in the circumstances.
- 39.2 On a show of hands, the chairperson's decision is conclusive evidence of the result of the vote.
- 39.3 The chairperson and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against.

40 When and how a vote in writing must be held

- 40.1 A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:
- (a) at least five **Members present**, or
 - (b) **Members present** with at least 5% of the votes that may be passed on the resolution on the vote in writing (worked out as at the midnight before the vote in writing is demanded), or
 - (c) the chairperson.
- 40.2 A vote in writing must be taken when and how the chairperson directs, unless clause 40.3 applies.
- 40.3 A vote in writing must be held immediately if it is demanded under clause 40.1:
- (a) for the election of a chairperson under clause 32.2, or
 - (b) to decide whether to adjourn the meeting.
- 40.4 A demand for a vote in writing may be withdrawn.

Election and Nomination of Board of Directors

41 Number of Directors

Nine (9) Members will be elected to be Directors; all of whom must play or be entitled to play golf.

42 Executive Directors

Four of the nine Directors so elected shall be executive Directors, namely the Chairperson, also called the President; the Vice-Chairperson also called the Vice-President, the Captain and the Treasurer. Each executive Director holds their position until they are required to retire, but they remain eligible to stand again, either for an executive Director's position or as a non-executive Director

43 Election and appointment of Directors

- 43.1 Any executive Director position or non-executive position that is vacant at the Annual General Meeting shall be filled by a separate resolution relating to each of the vacant positions.
- 43.2 A person is eligible for election as a Director of the **Club** if they:
- (a) are a Member of the **Club** who is entitled to vote at General Meetings,
 - (b) are nominated by two Members entitled to vote at General Meetings,
 - (c) give the **Club** their signed consent to act as a Director of the **Club**, and
 - (d) are not ineligible to be a Director under the **Corporations Act**.
- 43.3 An employee of the **Club** shall not be a Member, or be eligible to be elected a Member, of the Board of Directors or be entitled to vote at any meeting of the **Club**.
- 43.4 The Directors may appoint a person as a Director to fill a casual vacancy if that person:
- (a) is a Member of the **Club** who is entitled to vote at General Meetings ,

- (b) gives the **Club** their signed consent to act as a Director of the **Club**, and
 - (c) is not ineligible to be a Director under the **Corporations Act**.
- 43.5 If the number of Directors is reduced to fewer than five, the continuing Directors may act for the purpose of increasing the number of Directors to five or calling a **general meeting**, but for no other purpose.

44 **Term of office**

- 44.1 At each annual **general meeting**:
- (a) any Director appointed by the Directors to fill a casual vacancy must retire, and
 - (b) at least one-third of the remaining Directors must retire.
- 44.2 The Directors who must retire at each annual **general meeting** under clause 44(1)(b) will be the Directors who have been longest in office since last being elected. Where Directors were elected on the same day, the Director(s) to retire will be decided by lot unless they agree otherwise.
- 44.3 Other than a Director appointed under clause 43.4, a Director's term of office starts at the end of the annual **general meeting** at which they are elected and ends at the end of the annual **general meeting** at which they retire.
- 44.4 Each Director must retire at least once every three years.
- 44.5 A Director who retires under clause 44.1 may nominate for election or re-election, subject to clause 44.6.
- 44.6 A Director who has held office for a continuous period of nine years or more may only be re-appointed or re-elected by a **special resolution**.
- 44.7 At the Annual General Meeting at which this Constitution is passed, all existing Directors are eligible to stand for election as if they had not previously been elected as a Director.

45 **When a Director stops being a Director**

- A Director stops being a Director if they:
- (a) give written notice of resignation as a Director to the **Club**
 - (b) die
 - (c) are removed as a Director by a resolution of the Members
 - (d) stop being a Member of the **Club**
 - (e) are absent for three consecutive Directors' meetings without approval from the Directors,
 - (f) shall have been called upon to resign by a notice signed by all other Members of the Board of Directors, or
 - (g) become ineligible to be a Director of the **Club** under the **Corporations Act**.

Powers of Directors

46 **Powers of Directors**

- 46.1 The Directors are responsible for managing and directing all activities of the **Club** to achieve the objects set out in clause 6.
- 46.2 The Directors may use all the powers of the **Club** except for powers that, under the **Corporations Act** or this Constitution, may only be used by Members.
- 46.3 The Directors must decide on the responsible financial management of the **Club** including:
- (a) any suitable written delegations of power under clause 47, and
 - (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.

46.4 The auditors may only be removed by a Members' resolution at a **general meeting**.

47 Delegation of Directors' powers

47.1 The Directors may delegate any of their powers and functions to a committee, a Director, an employee of the **Club** (such as the Secretary) or any other person, as they consider appropriate. Any committee so formed shall in exercising the powers so delegated comply with any regulations that may be imposed on them by the Board.

47.2 The meetings and proceedings of any such committee shall be governed by the provisions for regulating the meetings and proceedings of the Board of Directors so far as the same are applicable and are not superseded by any regulations made by the Board.

47.3 The delegation must be recorded in the **Club's** minute book.

48 Payments to Directors

48.1 The **Club** must not pay fees to a Director for acting as a Director.

48.2 The **Club** may:

- (a) pay a Director for work they do for the **Club**, other than as a Director, if the amount is no more than a reasonable fee for the work done, or
- (b) reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the **Club**.

48.3 Any payment made under clause 48.2 must be approved by the Directors.

48.4 The **Club** may pay premiums for insurance indemnifying Directors, as allowed for by law (including the **Corporations Act**) and this constitution.

49 Execution of documents

The **Club** may execute a document without using a common seal if the document is signed by:

- (a) two Directors of the **Club**, or
- (b) a Director and the Secretary.

Duties of Directors

50 Duties of Directors

The Directors must comply with their duties as Directors under legislation and common law (judge-made law), and with the following duties:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the **Club**
- (b) to act in good faith in the best interests of the **Club** and to further the objects of the **Club** set out in clause 6.
- (c) not to misuse their position as a Director
- (d) not to misuse information they gain in their role as a Director
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 51.
- (f) to ensure that the financial affairs of the **Club** are managed responsibly, and
- (g) not to allow the **Club** to operate while it is insolvent
- (h) to maintain strict confidentiality of Club business whether as a serving or former Director.

51 **Conflicts of interest**

- 51.1 A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):
- (a) to the other Directors, or
 - (b) if all of the Directors have the same conflict of interest, to the Members at the next **general meeting**, or at an earlier time if reasonable to do so.
- 51.2 The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting, such disclosure should be displayed on the Club notice board for the information of Members.
- 51.3 Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors must not, except as provided under clause 51.4:
- (a) be present at the meeting while the matter is being discussed, or
 - (b) vote on the matter.
- 51.4 A Director may still be present and vote if:
- (a) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the **Club** (see clause 70)
 - (b) their interest relates to a payment by the **Club** under clause 69 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act**
 - (c) the Australian Securities and Investments Commission (ASIC) makes an order allowing the Director to vote on the matter.

Directors' meetings

52 **When the Directors meet**

The Directors must meet once in every calendar month and may decide where they meet.

53 **Calling Directors' meetings**

- 53.1 A Director may call a Directors' meeting by giving reasonable notice to all of the other Directors.
- 53.2 A Director may give notice in writing or by any other means of communication that has previously been agreed to by all of the Directors.

54 **Chairperson for Directors' meetings**

- 54.1 The **elected chairperson** is entitled to chair Directors' meetings.
- 54.2 The Directors at a Directors' meeting may choose a Director to be the chairperson for that meeting if the **elected chairperson** is:
- (a) not present within 30 minutes after the starting time set for the meeting, or
 - (b) present but does not want to act as chairperson of the meeting.

55 **Quorum at Directors' meetings**

- 55.1 The quorum for a Directors' meeting is at least five Directors.
- 55.2 A quorum must be present for the whole Directors' meeting.

56 Using technology to hold Directors' meetings

- 56.1 The Directors may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the Directors.
- 56.2 The Directors' agreement may be a standing (ongoing) one.
- 56.3 A Director may only withdraw their consent within a reasonable period before the meeting.

57 Passing Directors' resolutions

A Directors' resolution must be passed by a majority of the votes cast by Directors present and entitled to vote on the resolution.

58 Circular resolutions of Directors

- 58.1 The Directors may pass a circular resolution without a Directors' meeting being held.
- 58.2 A circular resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 58.3 or clause 58.4.
- 58.3 Each Director may sign:
 - (a) a single document setting out the resolution and containing a statement that they agree to the resolution, or
 - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 58.4 The **Club** may send a circular resolution by email to the Directors and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- 58.5 A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in clause 58.3 or clause 58.4.

Secretary

59 Appointment and role of Secretary

- 59.1 The Club must have at least one Secretary.
- 59.2 A Secretary must be appointed by the Directors (after giving the Club their signed consent to act as secretary of the Club) and may be removed by the Directors.
- 59.3 The Directors must decide the terms and conditions under which the Secretary is appointed, including any remuneration.
- 59.4 The role of the Secretary includes:
 - (a) maintaining a register of the **Club's** Members, and
 - (b) maintaining the minutes and other records of **general meetings** (including notices of meetings), Directors' meetings and circular resolutions.

Minutes and records

60 Minutes and records

- 60.1 The **Club** must make and keep the following records:
 - (a) minutes of proceedings and resolutions of **general meetings**
 - (b) a copy of a notice of each **general meeting**, and
 - (c) minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees), and
 - (d) minutes of circular resolutions of Directors.

- 60.2 To allow Members to inspect the **Club's** records:
- (a) the **Club** must give a Member access to the records set out in clause 61.1(a) and (b), and
 - (b) the Directors may authorise a Member to inspect other records of the **Club**.
- 60.3 The Directors must ensure that minutes of a **general meeting** or a Directors' meeting are signed within a reasonable time after the meeting by:
- (a) the chairperson of the meeting, or
 - (b) the chairperson of the next meeting.
- 60.4 The Directors must ensure that minutes of the passing of a circular resolution of Directors are signed by a Director within a reasonable time after the resolution is passed.

61 Financial and related records

- 61.1 The **Club** must make and keep written financial records that:
- (a) correctly record and explain its transactions and financial position and performance, and
 - (b) enable true and fair financial statements to be prepared and to be audited.
- 61.2 The **Club** must also keep written records that correctly record its operations.
- 61.3 The **Club** must retain its records for at least 7 years.
- 61.4 The Directors must take reasonable steps to ensure that the **Club's** records are kept safe.

Women's Golf Committee

62 Women's golf committee

- 62.1 Women Members may elect a committee, including executive officers and a secretary, to organise such games of golf and such other activities as they may determine.
- 62.2 The meetings and proceedings of the women's golf committee shall be conducted in accordance with the Constitution and By Laws of Leura Golf Club.

By-laws

63 By-laws

- 63.1 The Directors may pass a resolution to make by-laws to give effect to this Constitution.
- 63.2 Members and Directors must comply with by-laws as if they were part of this Constitution.

Notice

64 What is notice

Anything written to or from the **Club** under any clause in this Constitution is written notice and is subject to clauses 65 to 67, unless specified otherwise.

65 Notice to the Club

Written notice or any communication under this constitution may be given to the **Club**, the Directors or the secretary by:

- (a) delivering it to the **Club's** registered office
- (b) posting it to the **Club's** registered office

- (c) sending it to an email address or other electronic address notified by the **Club** to the Members as the **Club's** email address or other electronic address, or
- (d) sending it to the fax number notified by the **Club** to the Members as the **Club's** fax number.

66 Notice to Members

- 66.1 Written notice or any communication under this Constitution may be given to a Member:
- (a) in person
 - (b) by posting it to, or leaving it at the address of the Member in the register of Members or an alternative address (if any) nominated by the Member for service of notices
 - (c) sending it to the email or other electronic address nominated by the Member as an alternative address for service of notices (if any)
 - (d) sending it to the fax number nominated by the Member as an alternative address for service of notices (if any), or
 - (e) if agreed to by the Member, by notifying the Member at an email or other electronic address nominated by the Member, that the notice is available at a specified place or address (including an electronic address).
- 66.2 If the **Club** does not have an address for the Member, the **Club** is not required to give notice in person.

67 When notice is taken to be given

A notice:

- (a) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered
- (b) sent by post, is taken to be given on the third business day after it is posted with the correct payment of postage costs
- (c) sent by email, fax or other electronic method, is taken to be given on the business day after it is sent, and
- (d) given under **clause 66.1(e)** is taken to be given on the business day after the notification that the notice is available is sent.

Financial year

68 Club's financial year

The **Club's** financial year is from 1 July to 30 June, unless the Directors pass a resolution to change the financial year.

Indemnity, insurance and access

69 Indemnity

- 69.1 The **Club** indemnifies each officer of the **Club** out of the assets of the **Club**, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **Club**.
- 69.2 In this clause, 'officer' means a Director or Secretary and includes a Director or Secretary after they have ceased to hold that office.
- 69.3 In this clause, 'to the relevant extent' means:

- (a) to the extent that the **Club** is not precluded by law (including the **Corporations Act**) from doing so, and
- (b) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).

69.4 The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the **Club**.

70 Insurance

To the extent permitted by law (including the **Corporations Act**), and if the Directors consider it appropriate, the **Club** may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the **Club** against any liability incurred by the person as an officer of the **Club**.

71 Directors' access to documents

71.1 A Director has a right of access to the financial records of the **Club** at all reasonable times.

71.2 If the Directors agree, the **Club** must give a Director or former Director access to:

- (a) certain documents, including documents provided for or available to the Directors, and
- (b) any other documents referred to in those documents.

Winding up

72 Surplus assets not to be distributed to Members

If the **Club** is wound up, any **surplus assets** must not be distributed to a Member or a former Member of the **Club**, unless that Member or former Member is a charity described in **clause 73.1**.

73 Distribution of surplus assets

73.1 Subject to the **Corporations Act** and any other applicable Act, and any court order, any **surplus assets** that remain after the **Club** is wound up must be distributed to one or more charities:

- (a) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 6, and
- (b) which also prohibit the distribution of any **surplus assets** to its Members to at least the same extent as the **Club**.

73.2 The decision as to the charity or charities to be given the **surplus assets** must be made by a **special resolution** of Members at or before the time of winding up. If the Members do not make this decision, the **Club** may apply to the Supreme Court to make this decision.

Definitions and interpretation

74 Definitions

In this Constitution:

Club means the **Club** referred to in clause 1

Corporations Act means the *Corporations Act 2001* (Cth)

elected chairperson means the Chairperson, also called the President, or in the absence of the Chairperson, the Vice-Chairperson also called the Vice-President, being 2 of the Executive referred to in clause 42

general meeting means a meeting of Members and includes the annual **general meeting**, under **clause 28.1**

Member present means, in connection with a **general meeting**, a **Member present** in person,

special resolution means a resolution:

- i. of which notice has been given under **clause 29.5(c)**, and
- ii. that has been passed by at least 75% of the votes cast by **Members present** and entitled to vote on the resolution, and

surplus assets means any assets of the **Club** that remain after paying all debts and other liabilities of the **Club**, including the costs of winding up.

Reading this Constitution with the Corporations Act

75.1 The replaceable rules set out in the Corporations Act do not apply to the Club.

75.2 A word or expression that is defined in the Corporations Act, or used in that Act and covering the same subject, has the same meaning in this constitution.

Interpretation

76 In this Constitution:

- i. the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression, and
- ii. reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).
- iii. A decision of the Board on the construction or interpretation of the Constitution, or on any By-Law or on any matter arising therein, shall be conclusive and binding on all Members of the Club, subject to such construction or interpretation being varied or revised by the Members of the Club in General Meeting or by the Supreme Court of New South Wales.