

# SURFERS PARADISE GOLF CLUB LIMITED

ABN: 70 010 077 246

## CONSTITUTION

*See page 31 for date of effectiveness and amendments followed by an index.*

### 1 Name

The name of the company is Surfers Paradise Golf Club Limited.

### 2 Definitions and Interpretations

(1) In this Constitution unless the context or subject matter is inconsistent—

**"the Act"** means the *Corporations Act 2001*.

**"affiliated golf club"** means a golf club affiliated with the Queensland Golf Union or the Australian Golf Union.

**"Director"** means a Member of the Board of Directors.

**"the Board"** means the Board of Directors.

**"the Club"** means the Surfers Paradise Golf Club Limited.

**"General Meeting"** means any General Meeting or Annual General Meeting.

**"Member"** shall mean 7 day Member A and 7 day Member B

**"member"** shall mean a member in any class or category of membership of the Club.

**"month"** means calendar month.

**"the office"** means the registered office of the Club.

**"premises"** means the clubhouse of the Club.

**"present"** means (a) at a Board meeting, see Rule 22(5); or  
(b) at a General Meeting, see Rule 38(1).

**"the register"** means the register of members to be kept pursuant to the Act.

**"in writing"** means written or printed or partly written or printed and includes printing, photograph, typewriting and/or any other mode of representing or reproducing words in a visible form.

(2) A word or expression that is not defined in this Constitution, but is defined in the Act has, if the context permits, the meaning given by the Act.

(3) Words importing the singular number include the plural and vice a versa.

(4) Words importing the masculine gender shall mean and include the feminine gender where applicable.

(5) The Club is an Australian public company limited by guarantee.

(6) Members Guarantee—

(a) Each member of the Club undertakes to contribute an amount not exceeding twenty dollars (\$20.00) if the Club is wound up whilst they are a member or within one (1) year of the date they cease to be a member; and

(b) the contribution in sub-rule (6)(a) shall be for the payment of debts and liabilities of the Club incurred before the member ceased to be a member and costs, charges and expenses of the winding up.

- (7) Pursuant to Section 135(2) of the Act, the replaceable rules contained in the Act are hereby excluded and do not apply to the Club except in so far as they are repeated or contained in this Constitution.
- (8) Unless a contrary intention appears in this Constitution, all persons, things, agreements and circumstances appointed, approved or created by or under the Constitution of the Company in force before this Constitution is adopted, continue to have the same status, operation and effect after this Constitution is adopted.
- (9) The Club is established for the objects set out in this Constitution.

### 3 Objects

The objects of the Club are—

- (1) To provide and maintain a golf course for the benefit of the members of the Club and their visiting friends.
- (2) To promote the game of golf.
- (3) To promote and hold either alone or jointly with any other golfing Association, Golf Club organisation or persons, meetings, competitions and matches for the playing of golf and to offer, give or contribute towards trophies, medals and awards therefore.
- (4) To give effect to the objects the Club may, for example—
  - (a) Purchase, take on lease, or in exchange, hire and/or otherwise acquire any lands, buildings, easements or property real and personal and any rights or privileges which may be requisite for the purposes 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; and
  - (b) effect improvements on such property mentioned in sub-rule (a) for the purpose of rendering such property in every way suitable and efficient for the purposes of the Club, particularly in respect to the game of golf and in the carrying out of such improvements as mentioned above; to enter into all necessary contracts with workmen or other persons for the carrying out of such improvements, and the maintaining of a golf course for use by the members of the Club; and
  - (c) in furtherance of the objects of the Club to buy and sell and deal in all kinds of apparatus and all kinds of provisions required by the members of the Club or persons frequenting the Club's golf course and to supply meals and refreshments to members of the Club and other persons attending at the Club's clubhouse; and
  - (d) borrow or raise money in such a manner as the Club shall think fit, and in particular by the issue of debentures or debenture stocks, perpetual or otherwise, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Club's property or assets, whether present or future, and also a similar mortgage charge or lien to secure and guarantee the performance by the Club of any obligation, guarantee or liability it may undertake; and
  - (e) apply for hold and comply with the provisions of a licence to sell liquor and alcoholic beverages in accordance with all relevant statutes and regulations; and
  - (f) establish, promote or assist in establishing or promoting and to subscribe to or become a member of or associated or amalgamated with any other Association or Club whose objects are similar to the objects of the Club or the establishment or promotion of which may be beneficial to this Club and to join and become a member of any Authority controlling golf in Queensland for the time being; and
  - (g) 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 arrangement, rights, privileges and concessions; and
  - (h) appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Club; and
  - (i) to give pensions, gratuities, aid to charitable institutions or to any employee who may have served the Club or to the wife, widow, children or other relatives of such persons, to make payments towards insurances therefor and to form and contribute towards provident or benefit funds for the benefit of any persons employed by the Club; and

- (j) 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; and
- (k) invest and deal with the moneys of the Club not immediately required for current expenses upon such security and in such manner as may from time to time be determined by the Board; and
- (l) 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 performance 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, or unsecured and to purchase, redeem or pay off any such securities; and
- (m) make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments; and
- (n) in furtherance of the objects of the Club to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Club; and
- (o) take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price or 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; and
- (p) 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 sub-rule (a) hereof; and
- (q) 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; and
- (r) print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects; and
- (s) 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; and
- (t) to do all such lawful acts and things as are incidental or conducive to the attainment of the above objects and the exercise of the powers of the Club.

#### **4 Powers**

The Club has the legal capacity and powers of an individual.

#### **5 Income and Property of the Club**

- (1) The income and property of the Club shall be applied solely towards the promotion of the Objects of the Club as set forth in this Constitution. No portion of the income or property of the Club shall be paid or transferred directly or indirectly by way of a dividend, bonus or otherwise by way of a profit to the members of the Club.
- (2) A member of the Club, be it a Director or not, shall not be entitled under the Constitution of the Club or otherwise to derive directly or indirectly any profit, benefit or advantage from the Club that is not offered equally to every member of the Club.
- (3) No Director shall hold or be appointed or elected 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 monies worth shall be given by the Club to any Director except payment of out-of-pocket expenses
- (4) Nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or employee 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 interest at the rate for the time being charged by the Clubs bankers for overdrawn accounts, on money lent or reasonable and proper rent for premises demised or lent by any other member of the Club.

## 6 Classes of Members

(1) Membership of the Club shall be open to any person of good character and repute and whose membership is likely to be compatible with existing members of the Club.

(2) There shall be the following classes of membership—

- (a) Honorary Life Members; and
- (b) 7 day Members A; and
- (c) 7 day Members B; and
- (d) 5 day Members A; and
- (e) 5 day Members B; and
- (f) Provisional members; and
- (g) Honorary members; and
- (h) Visiting members; and
- (i) Temporary members; and
- (j) Restricted Golf Playing members; and
- (k) Junior members; and
- (l) Social members; and
- (m) such other class or classes of members as the Club may at a general meeting on the recommendation of the Board approve by a simple majority vote of Members entitled to vote attending at such general meeting provided however that in making provision for any other classes of members it shall be firstly ascertained that it shall be lawful to do so having regard to the provisions of relevant Acts and in particular but without limitation the provisions of the Queensland *Liquor Act 1992*.

(3) Employees and full time contractors of the Club shall only be eligible for membership as a sub-class of Restricted Golf Playing member, see Rule 7(7)(j), with the rights and privileges as determined by the Board from time to time.

(4) An applicant for membership who is or has been a member of any other golf club must, if required, satisfy the Board that they are a financial member of that club or was a financial member thereof at the time of their resignation there from otherwise their application for membership may be rejected.

(5) No person shall be permitted to become an Honorary or Temporary member of the Club or be relieved of the payment of the proper subscription except those possessing the qualifications in these Rules set forth and subject to the conditions and provisions in these Rules prescribed.

## 7 Members Rights and Privileges

(1) Honorary Life Members, 7 day Members A and 7 day Members B only shall be entitled to all privileges connected therewith.

(2) A Member whose subscriptions and fees are due and unpaid shall have no voting rights.

(3) The rights and privileges of all other classes of members shall be such as may be prescribed by these Rules and such as may be determined by the Board from time to time.

(4) Sub-rule (5) does not apply to—

- (a) any person joining the Club in any category after 8pm Monday 17<sup>th</sup> October 2011; or
- (b) any person re-joining the Club in any category of membership who was not a financial member at 8pm Monday 17<sup>th</sup> October 2011.

(5) (a) Subject to sub-rule (4) 7 day Members A and 5 day Members A who have attained the age of sixty-five (65) years and who have been financial members of the Club for twenty (20) consecutive years, or for twenty-five (25) years in aggregate as a 7 day Member A or a 5 day Member A respectively, shall be entitled to a rebate of one third of the amount of the annual subscription applicable to their particular class of membership; and

(b) a 7 Day Member A who applies to change their status to 5 Day member B then applies to change their status back to 7 Day Member A subject to the terms and conditions of Rule 13(2) and provided their financial membership has been continuous shall after a combined twenty (20) years as a 7 Day Member A be entitled to a rebate of one third of the amount of the annual subscription applicable to that particular class of membership.

(6) It is the individual responsibility of each member seeking a rebate under the provisions of sub-rule (5) to complete the necessary arrangements with the Secretary/Manager.

(7) The qualifications for and the rights, privileges and obligations attached to the various classes of membership shall be as follows—

(a) **Honorary Life members**— On the recommendation of the Board, honorary life membership, exempt from the payment of entrance fee and subscriptions and any other fees, may be granted by special resolution passed at a general meeting to any person who has rendered special service to the Club provided that notice of intention to move such special resolution shall have been given with the notice of the meeting. Any such special resolution shall be deemed to have been defeated unless 75% of the Members present and voting at the meeting shall vote in favour of it. Honorary Life Members shall be entitled to the same privileges and shall be bound by these Rules of the Club in the same manner as 7 Day Members A. Honorary Life Member shall ipso facto be and become a Life Member of any Club formed for the purpose of carrying on any other sport or game. No more than one (1) Honorary Life Member may be recommended by the Board for election in any one calendar year commencing with the 1989 calendar year; and

(b) **7 Day Members A**—

(i) This class of membership closed for new applications at 8pm Monday October 17th 2011; and

(ii) former financial Full Members A, Full members B and Associate members at 8pm Monday October 17th 2011 shall be entitled to join this class of membership after resignation and shall pay such re-admission fee as the Board shall determine. See Rule 13(4); and

(iii) financial 7 Day Members A shall be entitled to re-join this class of membership after resignation and shall pay such re-admission fee as the Board shall determine. See Rule 13(4); and

(iv) 7 Day Members A shall be liable to pay such annual subscription or other charge as may be determined by the Board from time to time and shall enjoy full rights, privileges and benefits and be subject to all disabilities and obligations as a 7 Day Members A; and

(c) **7 Day Members B**—

(i) This class of membership opened for new applications at 8pm Monday October 17th 2011; and

(ii) unless an intending member is qualified to apply for any other class of membership that person shall apply for 7 Day Member B and if elected shall be liable to pay such entrance fee subscription or other charge as may be determined by the Board from time to time and shall enjoy full rights, privileges and benefits and be subject to all disabilities and obligations as a 7 Day Member B; and

(d) **5 day Members A**—

(i) This class of membership opened at 9am Sunday July 1st 2018 and replaces the former Associate membership category for those Associates who were financial members at 8pm Monday October 17th 2011: and

(ii) shall take no part in the management of the Club and shall not be entitled to hold office, vote at or attend meetings of the Club: and

(iii) the use of the clubhouse and the course by members of this class shall be at the discretion of the Board at all times; and

(iv) this class of membership shall be liable to pay such subscription, levy or other charges and green and competition fees as may be determined by the Board from time to time; and

(e) **5 day Members B**—

(i) This class of membership opened for new applications at 9am Sunday July 1st 2018; and

(ii) shall take no part in the management of the Club and shall not be entitled to hold office, vote at or attend meetings of the Club: and

(iii) the use of the clubhouse and the course by members of this class shall be at the discretion of the Board at all times; and

(iv) this class of membership shall be liable to pay such entrance fee, subscription, levy or other charges and green and competition fees as may be determined by the Board from time to time; and

(f) **Provisional members**— Persons desirous of membership of the Club as 7 day Members B or 5 day Members B where no vacancy exists in that class of membership may be admitted as Provisional members. Provisional members shall be entitled to such limited use of the Club's golf course, clubhouse and premises of the Club, and shall be subject to such other restrictions as the Board may from time to time determine. Subject to the approval of the Board Provisional members shall be transferred to membership in their respective classes as and when vacancies occur and in the order of priority in which they were elected as Provisional members. This class of membership shall be limited to persons eligible for the membership classes of 7 day Members B and 5 day Members B and for no other persons who may be eligible for other classes of membership; and

(g) **Honorary members**— The Board may grant for such term and subject to such conditions as it sees fit Honorary membership without payment of entrance fee or subscription to any person temporarily visiting the Gold Coast who is a member of a golf club with which the Club has entered into reciprocal arrangements or is a person whom the Board desires to honour by granting such Honorary membership provided that such person possesses the qualifications which would be required of a person seeking membership of the Club; and

(h) **Visiting members**— The Board may grant for such term as it may see fit visiting honorary membership without payment of fees to any person temporarily visiting the Gold Coast who is a member of a golf club with which the Club has entered into reciprocal arrangements or who is a person whom being a member of another golf club the Board desires to honour by granting visiting honorary membership. Visiting honorary members shall be subject to such restrictions as the Board may from time to time determine and no such membership shall exceed three (3) months in any one (1) year; and

(i) **Temporary members**— The following may be admitted to the Club as Temporary members—

(i) Overseas or interstate visitors, for a period of one day at a time only; and

(ii) intrastate visitors whose principal place of residence is located at least 40 kilometres from the Club, for a period of one day at a time only; and

(iii) members of other clubs and their guests provided that appropriate reciprocal rights are in force with those clubs for a period of one day at a time only; and

(iv) persons who have made application for membership of the Club who have also paid the prescribed application fee, during the period they are awaiting a decision from the Board, for a period not exceeding 30 days from the date of receipt of such application; and

(v) members of other Clubs who are either the managers or the members of a sporting team visiting the Club for the purpose of taking part in sporting competitions or social functions for the days of the competitions or functions only.

Provided that before those persons are admitted as Temporary members they provide to a person appointed by the Club, some adequate form of proof that they fall within at least one of the above categories.

After an acceptable form of proof is given, those persons may be admitted as Temporary members and the application date, their names and addresses, name of their Clubs in the case of sub-rule (7)(i)(iii) and (7)(i)(v) above, the category of Temporary membership and the expiry date of their Temporary membership must be transcribed into the Temporary members register.

The Temporary members register must be in bound form and each entry separately numbered.

After those details are placed in the Temporary members register those persons who have been granted Temporary membership must be given a Temporary membership card transcribed with the entry number, category of Temporary membership, issue date and expiry date.

All Temporary members must show their Temporary membership card when purchasing liquor or when requested to do so by a Club employee or a member of the Club's Board; and

**(j) Restricted Golf Playing members**— Shall take no part in the management of the Club and shall not be entitled to hold office, vote at or attend meetings of the Club.

This class of membership shall be open to persons who wish to maintain a current registered golf handicap with the Club and use the Club's golf course on a restricted basis, and shall be entitled to such limited use of the course, clubhouse and premises of the Club, and be liable to pay such entrance fees, subscription, levy or other charges and green and competition fees and be subject to such other restrictions as the Board may from time to time determine.

The Board in determining the rights and privileges of this class of membership may further divide the restricted golf playing members classes into such further classes as the Board may from time to time determine provided that such restricted golf playing members shall not be entitled to compete in honour board events nor play on the golf course on Saturdays with the exception of those persons described in rule 6(3) who may play on the golf course on Saturdays and those classes of restricted golf playing members that the Board approves of by by-law.

Restricted Golf Playing members shall not be entitled to change their class of membership other than by resigning and re-applying for another class of membership; and

**(k) Junior members**—

(i) Young persons who have attained the age of eight (8) years up to the age of eighteen (18) years, desirous of membership of the Club, may only be admitted as Junior members on approval of the Board.

This class shall take no part in the management of the Club and who shall not be entitled to hold office or vote at or attend meetings of the Club.

The use of the clubhouse and the course by members of this class shall at all times be at the discretion of the Board who shall set By Laws for this class of member from time to time. Junior members shall be liable to pay such entrance fees, subscriptions, or other charges or green and competition fees as may be determined by the Board from time to time.

Junior membership has the following sub-groups, conditions and privileges—

(a) Junior members – Cadets: Young person's admitted as Junior members who have attained the age of eight (8) years but not more than thirteen (13) years shall be classified as Junior member - Cadets of the Club as a traineeship for further advancement within the Junior member class; and

(b) on turning fourteen (14) years of age, the Junior member – Cadets of the Club must prove to the Board that they have reached a golf standard sufficient to enable them to play golf with other members of the full Junior member class Any and other members, to then enable them to advance to full Junior membership; and

(c) Junior member – Cadets may also, at the discretion of the Board, advance to full Junior membership prior to turning fourteen (14) years of age after having shown outstanding golfing ability and exhibiting maturity sufficient to enable them to play golf with other members of the Club.

(ii) A Junior member who has attained the age of eighteen (18) years may, on approval of the Board, transfer to 7 Day Member B or 5 Day member B membership as appropriate. The entrance fee on transfer of the Junior member to 7 Day Member B or 5 Day Member B membership shall be reduced by—

(a) the amount of the initial entrance fee paid by the Junior member at the time of joining the Club; plus

(b) in the case of consecutive and continuous Junior membership in the years preceding transfer an amount of twenty (20) % of the current entrance fee for membership as a 7 Day Member B or 5 Day Member B (as the case may be) for each full year of consecutive and continuous membership.

**(l) Social members**— Shall take no part in the management of the Club and shall not be entitled to hold office, vote at or attend meetings of the Club. They may enjoy the use of the Clubhouse facilities, but

shall not be allowed to play on the Golf Course without payment of the standard visitors green fee. Notwithstanding the provisions of Rule 13(2) hereof Social members shall not be entitled to change their class of membership other than by resigning and reapplying for membership.

Notwithstanding the provisions of Rule 12(5) hereof Social members, should they join anytime in the first half of the financial year, shall pay the full annual subscription rate. Should they join anytime in the second half of the financial year, they shall pay half of the annual subscription rate.

(8) (a) The following classes of members shall be limited in number to—

- (i) 7 Day Members A and 7 Day Members B 725 in combined total; and
- (ii) 5 Day members A and 5 Day members B 300 in combined total; and
- (iii) Provisional members 150; and
- (iv) Restricted Golf Playing members 500; and
- (v) Junior members 170; and
- (vi) Social members - a number to be determined by the Board from time to time.

(b) The Members may vary the total number of members that shall be admitted to each of the classes in sub-rule (a) by resolution at a general meeting of the Club.

(9) Any 7 day Member B or 5 day Member B aged between 18 to 24 shall be relieved of part payment of the annual subscription for membership of their class of membership, based on their age, in the percentage amounts of—

18 years - 70%	19 years - 60%	20 years - 50%	21 Years - 40%
22 years - 30%	23 years - 20%	24 Years - 10%	

(10) The golf playing rights, both competition and social play, for all classes of membership are subject to By-law (see Rule 42) determined by the Board from time to time.

## **8 Enrolment of Members**

Each member shall at the time of enrolment inform the Secretary/Manager in writing of their full name, date of birth, occupation, residential address (and postal address if any), electronic address and contact telephone number(s) and from time to time inform the Secretary/Manager in writing of any alteration thereof and such alterations that effect the register of members shall be registered in the register of members.

## **9 Register of Members**

(1) The register of members must contain the following information about each member—

- (a) the members full name, occupation and address; and
- (b) the date of admission as a member; and
- (c) the date on which the last subscription payment was made; and

(2) The following information must be kept but may be kept separate from the rest of the register—

- (a) the name and details of each member who stopped being a member of the Club within the last seven (7) years; and
- (b) the date on which the person stopped being a member.

## **10 Nominations for Membership**

(1) Membership of the Club shall be open, subject to Rule(s) 6 and 7, to any person of good character and repute whose membership is in the opinion of the Board likely to be compatible with existing members of the club.



- (2) Candidates for 7 day membership shall be proposed and seconded by Honorary Life or financial 7 day members of not less than twelve (12) months' standing to whom they are personally known.
- (3) Candidates for 5 day membership shall be proposed and seconded by Honorary Life, financial 7 day or financial 5 day members of not less than twelve (12) months' standing to whom they are personally known.
- (4) Every nomination for membership shall be in such form and contain such particulars as the Board may from time to time prescribe and shall be delivered to the Secretary/Manager, unless otherwise determined by the Board, together with the entrance fee and subscription payable in respect to the class of membership nominated.
- (5) Particulars of all proposals for membership of the Club, other than as Honorary, Visiting or Temporary members, shall be forthwith entered in the order of time in which such proposals are received by the Secretary/Manager in a proposed members register to be kept by the Secretary/Manager showing the full name and address of the person proposed and the time and date of receipt thereof by the Secretary/Manager of the proposal.
- (6) Every proposal for membership, other than as Honorary, Visiting or Temporary members, shall be dealt with and determined in the order of priority in which it is so recorded provided however that for the purpose of inquiring with respect to the person proposed the matter of dealing with and determining the proposal may be postponed for not longer than three (3) months and that other proposals may be dealt with and determined during that period, in which event—
  - (a) The vacancy in respect of which the postponed proposal is required to be dealt with and determined shall be kept open during the postponement; and
  - (b) the postponed proposal shall be dealt with and determined forthwith upon the expiration of the period of postponement and in priority to any and every proposal then subsisting or thereafter to be made.
- (7) The names and addresses of persons proposed as members of the Club, other than Honorary, Visiting or Temporary members, shall be displayed in a conspicuous place in the Club premises for at least one (1) week before their election and not less than two (2) weeks shall elapse between the proposal and election of such members.

## **11 Admission and Rejection of New Members**

- (1) All proposals for membership, other than as Honorary Life members, of the Club shall be dealt with and determined by election by the Board at a duly convened meeting. If one-third (1/3) of the Board members present and voting shall vote against the motion, the proposal for membership shall be rejected. The Secretary/Manager shall keep a record in a members admission book of the time and date of the holding of every such meeting, the names of the Board members present and voting on the question of the admission of each and every person proposed and whether they are accepted as members or not.
- (2) On a candidate being elected to membership the Secretary/Manager shall forthwith give notice to the new member thereof and shall at the same time furnish them with a copy of the Constitution of the Club. Entrance fees and subscriptions, if not previously paid, shall be paid to the Secretary/Manager not later than one month from the date of such election and failing which such election shall be automatically cancelled. Every member shall be deemed to agree to be bound by the Constitution of the Club and the payment of the entrance fee and annual subscription shall be deemed to be conclusive evidence of such agreement.
- (3) Should an applicant not be elected to membership the Secretary/Manager shall forthwith notify the candidate, their proposer and seconder by pre-paid registered letter or certified mail, that their application for membership has been refused and in such case the entrance fee and all other moneys paid shall be refunded. The Club shall not be bound to give any reason for the rejection of an application for membership.

## **12 Subscriptions, Entrance Fees, Levies and Other Fees**

- (1) Entrance fees and annual subscriptions of the various classes of membership shall be determined by the Board from time to time.
- (2) Fees in special classes— where not provided for by these Rules, the Board may from time to time fix and determine the entrance fee and subscription payable for any special class of membership under any special conditions that may from time to time arise.
- (3) Levies— subject to the provisions of this Rule, the Board may from time to time impose on Members and pro rata on the classes of members other than Members according to the pro rata difference in subscription

fees for the time being payable by such other classes of members, of the Club a levy of such sum of money as may be determined.

Notice of the intention of the Board to impose such a levy shall be sent to all members of the Club at least one (1) month prior to the date upon which it is proposed by the Board such levy shall become payable.

If, within such period of one (1) month, not less than five (5) % of the Members of the Club entitled to vote shall give notice in writing to the Board that they object to the imposition of the levy, the Board shall cause a general meeting of the Members to be called to consider and if thought fit to pass a resolution for the imposition of the proposed levy and if at such general meeting such resolution is passed, the amount of the levy recorded therein shall forthwith be due and payable in terms thereof.

If, within such period of one (1) month, less than five (5) % of the Members of the Club entitled to vote shall give notice that they object to the imposition of the proposed levy, the amount thereof shall be due and payable on the date stated in such notice.

(4) Green fees and other fees— every member of the Club shall pay green fees and such other charges as the Board may from time to time determine, and the same shall be payable at such time or times and in such manner as the Board shall from time to time fix and determine.

(5) Subscriptions and Other Fees shall be determined by the Board from time to time and are payable in advance. Other Fees include, but are not limited to insurance, member card fee and affiliation fees.

(a) The annual subscription and other fees shall be payable in advance on the first day of each financial year. Members may elect to pay their annual subscription using the following payment options. Other Fees as described in 12(5) shall be paid in full by the first day of the financial year and are not subject to a payment plan—

(i) Annual subscription to be paid in full by the first day of the financial year; or

(ii) by two (2) equal instalments with the first payment being made prior to the first day of the financial year, and the second payment being made prior to the first day of January next; or

(iii) by four (4) equal instalments with the first payment being made prior to the first day of the financial year and the other three (3) payments due prior to the first day of October, January and April in the same financial year; or

(iv) by twelve (12) equal instalments with the first payment being made prior to the first day of the financial year with the following eleven (11) payments due prior to the first day of the remaining months in the same financial year.

Members electing to pay their subscription by this method must complete an application form, from a Board approved financial institution, to be returned to the Club by the twentieth (20) of June authorising payments by direct debit from a nominated bank account.

Members electing to pay their subscriptions by options (ii), (iii) or (iv) shall incur an administration fee to be determined by the Board from time to time. This administration fee shall not exceed five (5) % of the members annual subscription. The administration fee will be included in Other Fees as described in 12(5).

(b) (i) Members elected to membership during any year shall pay an amount calculated on a pro rata basis to the unexpired period of that financial year which must be paid on acceptance of membership either in full or by two (2) or four (4) instalments as set out in sub-rules (a)(ii) or (a)(iii); and

(ii) should a person leave the Club, no portion of annual subscription already paid shall be refundable to the member. The Board shall have the discretion to refund a portion of fees to deceased estates where it considers such action is warranted.

(6) Notice of fees and action on default - The Secretary/Manager shall by the first (1) of June in each year notify all members of the amount of subscription and other fees due and payable for the ensuing financial year.

A member who has not paid their subscription and other fees by the first (1) of July, or in the case of a member electing to pay as set out in Rule 12(5)(ii), (iii) or (iv) of an amount due for payment will be deemed to be un-financial and will not be permitted in the clubhouse or to play golf on the course.

Further notice shall then be sent to the un-financial member informing them they are un-financial, the amount of subscription payable and if default shall continue beyond a further period of thirty (30) days, the member may be declared by the Board to be no longer a member of the Club and their name shall be removed from the register of members.

### **13 Membership Absence, Status, Resignation, Suspension and Termination**

(1) **Leave of absence**— the Board shall have power to grant any member leave of absence for any period which it considers in its discretion to be reasonable in the circumstances. The subscription, if any, payable by a member granted leave of absence shall be determined by the Board from time to time.

(2) **Change of membership status**— any member desirous of changing their class of membership may do so, subject to any limitations imposed by Rule 7(7) hereof and subject to a vacancy existing in the class desired, upon payment, excepting in the case of Junior members as herein otherwise provided, of the difference, if any between the entrance fee and current subscription already paid and the entrance fee and amount of subscription payable for the class of membership he or she desires to enter provided however that the member's membership has been continuous in one class of membership or another.

(3) **Resignation**—

(a) any member wishing to resign shall notify the Secretary/Manager in writing before the first day of any financial year otherwise they shall be liable for their subscription for the current year; and

(b) any member resigning or ceasing to be a member shall as from the date of their resignation or ceasing to be a member cease to have any claim or interest whatever in or to the funds or property of the Club or any part thereof but shall be subject to Rule 2(6) provided always that the assets of the Club shall be expended before any claim is made against a former member.

(4) **Rejoining After resignation**— a member who has resigned from the Club and desires to rejoin shall be subject to such conditions or re-election as the Board may from time to time determine and shall pay such re-admission fee as the Board shall determine. The Board may also determine that a person who resigned and is now re-applying for 7 day membership or 5 day membership will have priority over other new applicants or Provisional members.

(5) **Disciplinary powers, suspension and termination**— if any member shall be convicted of an indictable offence, be adjudged a bankrupt, or being engaged in any profession that shall be prohibited by the governing body of such profession from continuing to practise, or cease to be a golfer of amateur status, or shall infringe any rule of this Constitution or By-law in force from time to time, or in the opinion of the Board be guilty of conduct considered prejudicial to the interests of the Club, the Board may call upon such member for an explanation or to answer any complaint made against such member, or should such member fail to attend or to so explain or to answer to the Board's satisfaction, the Board may reprimand, suspend for such period as it shall determine or may expel the member in which case their name shall be forthwith removed from the register of members.

### **14 Appeal against Suspension or Termination of Membership**

(1) Any member dissatisfied with a decision made under Rule 13(5) may appeal to the Members of the Club entitled to vote in general meeting.

(2) The written request to appeal must be lodged within fourteen (14) days of the date on which the decision was communicated to the member and the procedure to request, call and arrange a general meeting to decide an appeal is set out in Rule 34(3) - General Meetings.

(3) The decision of the Board may be set aside or varied by special resolution. See Rule 39(1)(b) - Voting at General Meeting.

(4) The general meeting will have the following powers—

(a) to dismiss the appeal; or

(b) to allow the appeal; or

(c) to lapse for want of a quorum.

(5) Any decision of the appeal in general meeting or any adjournment thereof shall be final and the general meeting shall not be required to provide any reason for its decision. No appeal whatsoever shall lie from a decision of the general meeting pursuant to this Rule and any member reprimanded, suspended or expelled pursuant to this said Rule shall have no right of action whether at law or in equity or other remedy whatsoever against the Club or Board or any member thereof by reason of such reprimand, suspension, expulsion or by reason of any act done or notice given prior to or consequent on or incidental to the same.

### **15 Visitors**

(1) Any person nominated by a member may, subject to the power of the Board to veto, be admitted as a visitor to the clubhouse and/or course. The introducing member shall, in all cases, enter the name and address of the person introduced as a visitor in the Members Guest Register provided for that purpose and shall pay green fees as may from time to time be prescribed by the Board.

(2) Visitors shall be subject to such conditions and restrictions as the Board may from time to time determine. Members shall be responsible for the conduct of any guests they may introduce to the Club.

**16** This Rule is deliberately blank.

## **17 Membership of the Board of Directors**

(1) The overall management and control of the Club shall be vested in a Board of Directors (Board) which, in addition to the powers and authorities conferred upon it by these Rules, may exercise all such powers and do all such acts and things as may be done by the Club and which are not expressly directed or required to be done by the Club in general meeting.

(2) The Board of the Club consists of a President, Vice-President, Captain, Vice-Captain, Treasurer, and four (4) Directors the Club Members elect at a general meeting.

(3) At each annual general meeting of the Club, the members of the Board shall retire from office but are eligible, on nomination, for re-election.

(4) The immediate Past-President may at the invitation of the incumbent President be invited to attend meetings of the Board when and if requested but shall have none of the rights, obligations or responsibilities of a Board member.

(5) (i) A person shall not be eligible to nominate for or hold office as a Board member of the Club unless such person has been a financial 7 day Member A or financial 7 day Member B of the Club for a period of not less than two (2) consecutive years immediately prior to the date of nomination for such office; and

(ii) any financial 7 day Member A or financial 7 day Member B who transfers to another membership category and then wishes to nominate for or hold office as a Board member will have to firstly rejoin as a financial 7 day Member and remain in that category for a period of not less than two (2) years immediately prior to the date of nomination for such office.

(6) No person can act as Director if they are—

(a) an undischarged bankrupt; or

(b) subject to a personal insolvency agreement or an arrangement under part X of the *Bankruptcy Act 1966* (Bankruptcy Act) that has not been fully complied with; or

(c) subject to a composition under Part X of the Bankruptcy Act and final payment has not been made; or

(d) have been convicted of various offences such as fraud or offences under company law, such as breach of duties as a director or insolvent trading. If convicted of one of these offences then—

(i) five (5) years have elapsed since that conviction; or

(ii) if imprisoned, then five (5) years has elapsed since release from prison; or

(e) in breach of any part of section 206(B) of the Act.

## **18 Electing the Board of Directors**

The officers of the Board shall be elected by Members entitled to vote under these Rules from Members of similar standing nominated as hereinafter provided.

**(1) Nominations—**

- (a) A person may be a candidate only if the person is not ineligible to be elected to the Board as prescribed in Rule 17(6); and
- (b) Members entitled to vote shall be invited by notice posted on the Club's notice board that nominations have opened and the forms prescribed in sub-rule (c) are available from the office; and
- (c) the following forms, determined by the Board from time to time, are to be completed by each candidate and be in the hands of the Secretary/Manager by the due date as specified in sub-rule (2)(b)—
  - (i) nomination form; and
  - (ii) statutory declaration attesting that the candidate is not ineligible to be elected to the Board as per Rule 17(6); and
  - (iii) candidate information relevant to their candidacy for the perusal of Members entitled to vote; and
- (d) a member may be a candidate for election to more than one office on the Board but shall not be eligible to be elected to more than one office as prescribed in Rule 17(2); and
- (e) immediately after the closing date of nominations for offices on the Board the Secretary/Manager shall post in a conspicuous place in the clubhouse the nomination forms or a summary thereof together with candidate information forms.
- (h) The Returning Officer and Scrutineers already elected shall determine the result of any secret ballot at any general meeting.

**(2) Nominations Opening and Closing Dates**

- (a) Nominations open at least forty-nine (49) days prior to the date of each annual general meeting or at least forty-nine (49) days prior to the date of a general meeting, convened for the purpose to elect the Board, to submit nominations of Members also entitled to vote to fill positions on the Board; and
- (b) Nominations shall be in the hands of the Secretary/Manager no later than 5:00 pm not less than twenty-eight (28) days prior to the date of the annual general meeting or general meeting at which the results of the elections are to be declared.

**(3) Appointment of the Returning Officer and Scrutineers**

In the event of there being more nominations for any office on the Board than the number required a secret ballot shall be held among the Members entitled to vote such ballot being conducted under the control of a Returning Officer and two (2) Scrutineers appointed as follows;

- (a) Members entitled to vote shall be invited to nominate other Members also entitled to vote but excluding any Member holding or nominating for an office on the Board to form a group to elect from within its number a Returning Officer and two (2) Scrutineers to conduct and control the ballot should one be required; and
- (b) nominations for Returning Officer and Scrutineers shall be made using the nomination form signed by the proposer and seconder and the nominee as a consenting party; and
- (c) nominations for Returning Officer and Scrutineers open and close as per Rule 18(2); and
- (d) immediately after the closing date the Secretary/Manager shall call and act as Chairperson of a meeting of such nominees who shall by vote decide among themselves who shall carry out the roles of Returning Officer and Scrutineers and the Secretary/Manager shall confirm the result by certifying the appointments made to such positions; and
- (e) the Returning Officer and Scrutineers already elected shall determine the result of any secret ballot at any general meeting.

**(4) Ballot Papers—**

- (a) The Returning Officer so appointed shall be supplied with a roll of the names of all Members entitled to vote by the Secretary/Manager; and
- (b) the Returning Officer shall arrange to have printed a sufficient number of ballot papers to ensure all members entitled to vote can each be provided a ballot paper; and

(c) each ballot paper shall contain all the names of the candidates nominated for offices in respect of which ballots are required to be held and directions as to the manner in which Members entitled to vote shall record their votes on the ballot paper; and

(d) the offices in respect of which ballots are being conducted shall be arranged on the ballot paper in the order in which such offices are mentioned in Rule 17(2) and the names of the candidates shall appear in alphabetical order; and

(e) the Returning Officer shall on receipt of the ballot papers and before providing them to the Secretary/Manager, place their initials thereon or otherwise mark each ballot paper so as to identify the same and pass the ballot papers to the Secretary/Manager who shall both verify the number of ballot papers received and confirm that each has been initialled or marked by the Returning Officer and the Secretary/Manager shall be responsible for ensuring each member shall receive a ballot paper in accordance with sub-rule (5); and

**(5) Ballot Papers to Members—**

Every Member entitled to vote shall be entitled to receive a ballot paper for completion and the candidate information form as per sub-rule (1)(c)(iii) in the following manner;

(a) at least twenty-one (21) days prior to the General Meeting convened for the purpose to elect the Board as prescribed in Rule 35 Notice of General Meeting; and

(b) the method of delivery shall be as prescribed in Rule 32 Notices to Members.

**(6) Nominee Conduct—**

No candidate shall circularise or canvass in writing Members in respect of any such election.

**(7) How to Vote—**

Members entitled to vote shall record their votes on the ballot paper by placing the number 1 against the name of their preferred candidate and the numbers 2, 3, 4 and so on as required against the names of all the remaining candidates on the ballot paper.

**(8) Voting Closes—**

(a) Votes will only be accepted if they are received at the Club by no later than 6:00 pm on the Sunday preceding the date of the general meeting, at which time the poll shall close; and

(b) any ballot papers received after the close of poll shall not be included in the count.

**(9) Method to Determine a Result—**

(a) The results of each ballot shall be determined by the system of first-past-the-post voting in accordance with procedures prescribed in the Club's By-Laws; and

(b) In the event that there is an equality of votes for any candidates the Returning Officer shall determine the result of the ballot by lot.

**(10) Casting of Votes—**

(a) the Board shall provide a locked ballot box to be placed in a convenient place in the clubhouse; and

(b) each Member must place their duly completed ballot paper in a sealed confidential envelope placed inside a second sealed envelope, with their name and signature on the back for audit purposes. They must then post it to the registered office of the club or deliver it to any ballot box designated by the Secretary/Manager; and

(c) ballots received by the Club in the mail shall be placed by the Secretary/Manager in the ballot box at the earliest opportunity.

**(11) Responsibilities of the Returning Officer and Scrutineers—**

(a) The key of the ballot box shall be in, and remain in, the possession of the Returning Officer; and

(b) whilst the poll remains open the Returning Officer on notification by the Secretary/Manager that the ballot box is full shall clear the ballot box and secure the contents in the Club safe in a manner they deem appropriate so as to ensure the integrity and secrecy of the ballot; and

(c) the Returning Officer shall notify the Scrutineers appointed of the date time and place fixed by them for the counting of the ballot papers at least seven (7) days prior to that date or in the event of a Scrutineer being unavailable notify the Scrutineer appointed in their place authority for the appointment of such a substitute resting with the President; and

(d) no person other than the two Scrutineers shall be entitled to be present at the counting of the ballot papers by the Returning Officer; and

(e) the Returning Officer shall declare the poll in the order in which offices are mentioned in Rule 17(2); and

(f) should a candidate for more than one office be successful in their initial poll they shall be ineligible in any subsequent poll and before the tally for such subsequent poll is commenced the name of such successful candidate shall be excluded and the preferences for the remaining candidates on each ballot paper adjusted to provide a continuous consecutive group of numbers reflecting the voter's original order of preference but in respect of the reduced number of candidates; and

(g) the Returning Officer shall sign a certificate which shall be countersigned by the two Scrutineers declaring the results of the ballot to the general meeting at which the officers of the Board are to be declared elected.

#### **(12) Insufficient Nominations—**

(a) In the event of insufficient nominations being received for any office on the Board the Members present at the general meeting, at which the officers of the Board are to be elected, may elect a Member or Members to fill the vacant offices; and

(b) such election being conducted by secret ballot in the event of more than one nomination for any vacancy being received; and

(c) the members of the Board elected as aforesaid shall hold office until the next election of the members of the Board.

#### **(13) Malpractice—**

Any malpractice on the part of any person in relation to the conduct of the ballot shall render such person open to disciplinary proceedings.

#### **(14) Preservation of Ballot Papers—**

The ballot papers shall be preserved amongst the records of the Club until the next ensuing general meeting at which officers of the Board are to be elected.

### **19 Resignation, Removal or Vacation of Board of Director**

(1) A member of the Board may resign from the Board by giving written notice of resignation to the Secretary/Manager. The resignation takes effect at—

(a) the time the notice is received by the Secretary/Manager; or

(b) if a later time is stated in the notice—the later time.

(2) The office of a member of the Board shall become vacant upon the death, removal from office, or incapacity of the officer concerned, or in the event of their absenting themselves without leave from three

(3) consecutive meetings of the Board, or their ceasing to be a Honorary Life Member or Member of the Club.

(3) Any officer whose circumstances necessitate absenting themselves from three (3) or more consecutive meetings of the Board of which they are a member shall obtain leave of absence from the Board or otherwise

render themselves liable to removal from office unless they provide an acceptable explanation within seven (7) days of being requested to do so.

(4) A member of the Board may be removed from office by a vote of a simple majority (50%) of Members present and voting by resolution at a general meeting of the Club called for that purpose.

The procedure to call and arrange a general meeting to decide on the resolution can be any method as prescribed in Rule 34 - General meetings.

Before a vote of members is taken about removing the member from office, the member must be given a full and fair opportunity to show cause why they should not be removed from office.

A member has no right of appeal against the members removal from office under this rule.

(5) A member of the Board immediately vacates the office in the circumstances set out in Rule 17(6).

## **20 Vacancies on the Board of Directors**

(1) If a casual vacancy happens on the Board, the continuing members of the Board may appoint another Member of the Club to fill the vacancy until the next annual general meeting.

(2) The continuing members of the Board may act despite a casual vacancy on the Board.

(3) However, if the number of Board members is less than the number fixed under Rule 23(1) as a quorum of the Board, the continuing Board members may act only to—

- (a) increase the number of Board committee members to the number required for a quorum; or
- (b) call a general meeting of the Club.

## **21 Functions of the Board of Directors**

(1) Subject to these rules or a resolution of the Members of the Club carried at a general meeting, the Board has the general control and management of the administration of the affairs, property and funds of the Club.

(2) The Board has authority to interpret the meaning of these rules and any matter relating to the Club on which the rules are silent, but any interpretation must have regard to the Act, including any regulation made under the Act.

(3) Without limiting the generality of the powers conferred upon the Board by Rule 17(1) hereof or derogating there from the Board shall have the following duties and powers:

- (a) To regulate its own proceedings; and
- (b) to acquire property in the name of the Club and to exercise all or any of the powers conferred on the Club by the Rules unless such powers are expressly required to be exercised by a general meeting of Members; and
- (c) to determine who shall sign on the Club's behalf, bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents; and
- (d) to mortgage any of the property rights or undertakings of the Club; and
- (e) to fix the entrance fees and annual subscriptions of the various classes of membership herein provided and to vary same from time to time; and
- (f) to engage, appoint, control, remove, discharge, suspend and dismiss managers, officers, representative, agents and servants or other employees in respect to permanent, temporary or special services as it may from time to time think fit and to determine the duties, pay, salary, emoluments or other remuneration and to determine with or without compensation any contract for services or otherwise; and
- (g) the Board may appoint members not being a member of the Board to assist in any special duties or for any particular purpose as it may deem advisable so to do. Notice of any such appointment



signed by the Secretary/Manager and posted on the Club's notice board shall be sufficient confirmation of the appointment; and

- (h) to enter into contracts on behalf of the Club and at all times expend the funds of the Club as it deems expedient for the carrying out of the objects of the Club; and
- (i) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers or otherwise concerning its affairs and also to compound, allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Club; and
- (j) to invest and deal with any moneys of the Club not immediately required for the purpose thereof in interest bearing deposits with major Australian trading banks and/or authorised trustee investments and from time to time to vary, transpose or realise such investments; and
- (k) to appoint any delegate or delegates to represent the Club for any purpose with such powers as may be thought fit; and
- (l) without limiting the powers—
  - (i) determine the rights and privileges of members of the Club; and
  - (ii) determine the qualifications, restrictions and conditions which shall attach to Members of the Club, or any class of member; and
  - (iii) control play, competitions and matches; and
  - (iv) control the management and upkeep of the course; and
  - (v) determine the conduct and management of the clubhouse; and
  - (vi) determine and control the use of the clubhouse and course by members of any class of member; and
  - (vii) determine the rules and regulations governing, and controlling any club formed for the purpose of playing or promoting golf on the Club's property and specifically to ensure that the rules and regulations applying thereto are consistent with the Rules of Surfers Paradise Golf Club Limited; and
- (m) the Board may at its discretion delegate the disciplinary power of reprimand to the Match and Greens Committee; and
- (n) notwithstanding any provision to the contrary in these Rules contained the Board shall not be entitled to sell or dispose of the real property of the Club without the authority of the Members by special resolution passed at a general meeting of the Club; and
- (o) the Board may issue debentures, bonds or obligations of the Club at any time and in any form or manner and for any amount and may raise or borrow money for the purposes of the Club either upon mortgage or charge over the property of the Club or on bonds, debentures or otherwise as they may think fit.

## **22 Meetings of the Board of Directors**

- (1) Subject to this rule, the Board may meet and conduct its proceedings as it considers appropriate.
- (2) The Board shall meet once in every calendar month or more often as deemed necessary to exercise its functions.
- (3) The Secretary/Manager shall give reasonable written notice to each member of the Board of all Board meetings.
- (4) The Board may hold meetings or permit a Board member to take part in its meetings, by using any technology that reasonably allows the member to hear and take part in discussions as they happen.
- (5) A Board member who participates in the meeting as mentioned in sub-rule (4) is taken to be present at the meeting.
- (6) A question arising at a Board meeting is to be decided by a majority vote of members of the Board present at the meeting. The Chairperson, see sub-rule (9), at the meeting shall have both a primary, and in the case of equality, a casting vote.

(7) A member of the Board must not vote on a question about a contract or proposed contract with the Club if the member has an interest in the contract or proposed contract and, if the member does vote, the members vote must not be counted.

(8) The President is to preside as chairperson at all Board meetings and in their absence the Vice-President and in the absence of both the President and Vice-President the meeting shall elect a member present to act as Chairperson.

(9) If there is no President or if the President is not present within ten (10) minutes after the time fixed for a Board meeting, the members may choose one (1) of their number to preside as chairperson at the meeting.

(10) All meetings of the Board shall be held at the Clubs premises or such other places as the Board from time to time determine.

### **23 Quorum and Adjournment of Board of Directors Meetings**

(1) At a Board meeting five (5) members of the Board form a quorum.

(2) If there is no quorum within 30 minutes after the time fixed for a Board meeting called on the request of members of the committee, the meeting lapses.

(3) If there is no quorum within 30 minutes after the time fixed for a Board meeting called other than on the request of the members of the committee—

(a) the meeting is to be adjourned for at least 1 day; and

(b) the members of the Board who are present are to decide the day, time and place of the adjourned meeting.

(4) If, at an adjourned meeting mentioned in sub-rule (3), there is no quorum within 30 minutes after the time fixed for the meeting, the meeting lapses.

### **24 Minutes of Board of Directors Meetings**

(1) The Secretary/Manager must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each Board meeting are entered in a minute book.

(2) To ensure the accuracy of the minutes, the minutes of each Board meeting must be signed by the chairperson of the meeting, or the chairperson of the next management committee meeting, verifying their accuracy.

### **25 Appointment of Subcommittees**

(1) The Board may appoint a subcommittee consisting of members of the Club considered appropriate by the committee to help with the conduct of the Clubs operations.

(2) The Board shall appoint from amongst Board members the following committees—

(a) Finance Committee; and

(b) Greens Committee; and

(c) House Committee; and

(d) Match Committee.

(3) The President of the Club shall be an ex-officio member of all committees.

(4) A member of a subcommittee who is not a member of the Board is not entitled to vote at a Board meeting.

(5) A subcommittee may elect a chairperson of its meetings.

(6) If a chairperson is not elected, or if the chairperson is not present within 10 minutes after the time fixed for a meeting, the members present may choose one (1) of their number to be chairperson of the meeting.

(7) A subcommittee may meet and adjourn as it considers appropriate.

(8) A question arising at a subcommittee meeting is to be decided by a majority vote of the members present at the meeting and, if the votes are equal, the question is decided in the negative.

## **26 Resolutions of the Board of Directors Without Meeting**

(1) A written resolution signed by each member of the Board is as valid and effectual as if it had been passed at a Board meeting that was properly called and held.

(2) A resolution mentioned in sub-rule (1) may consist of several documents in like form, each signed by one (1) or more members of the Board.

## **27 Indemnity of Officers**

(1) Every person who is or was an officer of the Club may if the Board so determines be indemnified, to the maximum extent permitted by law, out of the property of the Club against any liability (other than a liability for legal costs) to another person incurred as such an officer except in relation to—

(a) a liability owed to the Club or a related body corporate; or

(b) a liability for a pecuniary penalty order under Section 1317G of the Act or a compensation order under Section 1317H of the Act; or

(c) a liability that is owed to someone other than the Club or a related body corporate and did not arise out of conduct in good faith.

(2) Every person who is or was an officer of the Club may if the Board so determines be indemnified, to the maximum extent permitted by law, out of the property of the Club against any legal costs incurred as such an officer except—

(a) in defending or resisting proceedings in which the person is found to have a liability for which the person could not be indemnified under Section 199A(2) of the Act; or

(b) in defending or resisting criminal proceedings in which the person is found guilty; or

(c) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the Court to have been established; or

(d) in connection with proceedings for relief to the person under the Act in which the Court denies the relief.

(3) The Club may pay a premium for a contract insuring a person who is or was an officer of the Club against a liability (other than one for legal costs) arising out of that person's conduct as such an officer except in relation to—

(a) conduct involving a wilful breach of duty in relation to the Club; or

(b) a contravention of Sections 182 or 183 of the Act.

## **28 Treasurer**

The Treasurer shall—

- (1) keep and maintain correct accounts, books and records showing the financial affairs of the Club; and
- (2) manage the petty cash balance and ensure the petty cash book is kept up to date; and
- (3) keep all documentation for payments made including receipts, invoices and statements: and
- (4) keep and maintain the Clubs deposit and cheque books; and
- (5) ensure all payments are approved or ratified by the Board and are recorded in the minutes.

## **29 Secretary/Manager**

- (1) The Secretary/Manager shall be appointed by the Board and shall hold that office for such term and of upon such salary, benefits and conditions as the Board may from time to time determine.
- (2) Functions of the Secretary/Manager include, but are not limited to—
  - (a) preparing notices of meetings and the business to be conducted at meetings in consultation with the Board; and
  - (b) keeping minutes of meetings; and
  - (c) keeping copies of all correspondence and other documents relating to the Club; and
  - (d) maintaining the register of members of the Club; and
  - (e) shall conduct the business of the Club in accordance with the Act, Constitution and By-laws of the Club; and
  - (f) subject to direction by the Board be responsible for the day to day management of the Clubs affairs.
- (3) No person can act as Secretary/Manager in the circumstances set out in Rule 17(6).

## **30 Auditor**

- (1) The annual general meeting shall appoint one (1) or more Auditors not being members of the Board.
- (2) The Board shall have the power to fill any temporary vacancy in the office of Auditor.
- (3) The Auditor shall audit the accounts of the Club annually, and the audited statement of income and expenditure, assets and liabilities, mortgages, charges and securities affecting the property of the Club shall be prepared in accordance with the Act and presented to the Members at the annual general meeting.
- (4) The Auditor shall have the power to call for the production of all books, papers, accounts and documents relating to the affairs of the Club.
- (5) The Board may remunerate the Auditor as it sees fit.
- (6) The Auditor shall be suitably qualified in the appropriate accounting standards.

## **31 Patron**

The Members in general meeting may upon the recommendation of the Board appoint one (1) or more patrons.

## **32 Notices to Members**

- (1) The Club may give a notice to any member either—
  - (a) personally; or

(b) by sending the notice by pre-paid post to the address of the member recorded for that member in the Register of Members; or

(c) by sending the notice to the electronic address (if any) nominated by the member; or

(d) by sending a notice by electronic means to the electronic address (if any) nominated by the member that a notice of information for members has been posted on the Club's website.

(2) Where the Club gives notice personally, the notice is taken to have been given to the member on that day.

(3) Where the Club sends a notice by post, the notice is taken to have been given to the member three (3) days after it is posted.

(4) Where the Club sends a notice by electronic means, the notice is taken to have been given to the member on the day following that on which the notice was sent.

### **33 Financial Reports to Members**

(1) Pursuant to Section 316A of the Act a Member entitled to vote shall receive a hard copy or electronic copy of the following reports—

(a) the financial reports; and

(b) the Director's report; and

(c) the Auditor's report.

(2) The Reports referred to in sub-rule (1) must be sent, free of charge, to each Member by the earlier of—

(a) twenty-one (21) days before the next annual general meeting after the end of the financial year; or

(b) four (4) months after the end of the financial year.

### **34 General Meetings**

(1) A general meeting known as the annual general meeting shall be held once in every calendar year at such date, time and place as may be determined by the Board but no later than the thirtieth (30) day of November in each year. All general meetings other than annual general meetings shall be called general meetings

(2) The Board may whenever it thinks fit, call and arrange to hold a general meeting of the Club.

(3) The Board must call and arrange to hold a general meeting of the Club on the request of not less than five

(5) % of the Members of the Club entitled to vote at general meetings and in the case of such request the following provisions will have effect—

(a) The request must be in writing, state any resolution to be proposed at the meeting, be signed by the Members making the request and be deposited at the Club premises with the Secretary/Manager; and

(b) separate copies of a document setting out the request may be used for signing by Members if the wording of the request is identical in each copy; and

(c) the Board must call the meeting within twenty-one (21) days after the request is given to the Secretary/Manager and the meeting is to be held as soon as practicable but no later than two (2) months after the request is given to the Secretary/Manager; and

(d) the Members calling the meeting must pay the expenses of calling and holding the meeting; and

(e) 50% or more of the Members who made the request may call and arrange to hold a general meeting if the Board does not do so within twenty-one (21) days after the request is given to the Secretary/Manager and the following provisions will have effect—

(i) The meeting must be called in the same way, so far as possible, in which general meetings of the Club may be called; and

(ii) the meeting must be held not later than three (3) months after the request referred to in sub-rule (3) is given to the Secretary/Manager; and

(iii) to call the meeting the Members requesting the meeting may ask the Secretary/Manager for a copy of the Register of Members and the Secretary/Manager must give the Members the copy of the Register without charge; and

(iv) the Club must pay the reasonable expenses the Members incurred because the Directors failed to call and arrange to hold the meeting.

(4) Not less than 5% of the Members of the Club entitled to vote may give notice to the Club that they propose to move a resolution at a general meeting and the following provisions will have effect—

(i) The notice must be in writing setting out the wording of the proposed resolution, be signed by the Members proposing to move the resolution and be deposited at the Club premises with the Secretary/Manager at least 60 days prior to the General Meeting; and

(ii) separate copies of a document setting out the notice may be used for signing by the Members if the wording of the notice is identical in each copy.

(5) The percentage (%) of votes that members have referred to in sub-rules (3) & (4) is to be worked out as at the midnight before the Members give the notice.

### **35 Notice of General Meeting**

(1) At least twenty-one (21) days notice in writing of the annual general meeting and any general meeting of the Club must be given to all Members who are entitled to attend and vote at that meeting.

(2) The notice of meeting shall be delivered to all Members of the Club who are entitled to attend and vote at that meeting as prescribed in Rule 32 - Notices to members.

(3) A notice of general meeting of the Club must—

(a) set out the place, date and time of the meeting; and

(b) state the general nature of the business of the meeting; and

(c) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution.

(4) A copy of the notice for an annual general meeting or any general meeting of the Club shall also be posted on the Club notice board for a period of not less than twenty-one (21) days prior to the date of the meeting.

(5) The non-receipt of a notice by or the accidental omission to give any such notice to any of the Members of the Club shall not invalidate the proceedings at any such meeting.

### **36 Business to be Conducted at the Annual General Meeting**

(1) The following business must be conducted at each annual general meeting of the Club—

(a) confirm the business of the previous annual general meeting; and

(b) receive and consider the reports referred to in Rule 33 - Financial Reports to Members which pursuant to Section 316A of the Act have been sent to the Members of the Club; and

(c) declare the results of the Board elections; and

(d) appoint an auditor for the present financial year; and

(e) deal with other such business as shall have been specified in the notice of meeting.

(2) The chairperson of the meeting must allow a reasonable opportunity for the Members in attendance to ask questions about or make comments on the management of the Club.

### **37 Quorum and Adjournment of General Meetings**

(1) The quorum for a general meeting is at least thirty-five (35) Members entitled to vote

(2) If there is no quorum within fifteen (15) minutes after the time fixed for a general meeting the Members present shall adjourn the same for not less than seven (7) days nor more than twenty-one (21) days thereafter.

Any such adjourned meeting shall be held at the same time and place and at such adjourned meeting the Members present and entitled to vote shall form a quorum and it shall not be necessary to give any notice of such adjournment otherwise than by a notice to be posted upon the notice board in the Club's premises at least seven (7) days prior to the date of the adjourned meeting.

(3) The quorum for a general meeting called upon the requisition of Members shall be at least ten (10) % of the Members entitled to vote and if a quorum is not present within fifteen (15) minutes after the time fixed for the meeting the meeting shall lapse.

(4) No business may be conducted at a general meeting unless there is a quorum of members when the meeting proceeds to business.

(5) The chairperson may, with the consent of any meeting at which there is a quorum, and must if directed by the meeting, adjourn the meeting from time to time.

(6) If a meeting is adjourned under sub-rule (5), only the business left unfinished at the meeting from which the adjournment took place may be conducted at the adjourned meeting.

(7) The Secretary/Manager is not required to give the members notice of an adjournment under sub-rule (5) or of the business to be conducted at that adjourned meeting unless the meeting is adjourned for at least 30 days.

(8) If a meeting is adjourned under sub-rule (5) for at least 30 days, notice of the adjourned meeting must be given in the same way notice was given for the original meeting.

### **38 Procedure at General Meeting**

(1) A Member may take part and vote in a general meeting in person, by proxy, by attorney or by using any technology that reasonably allows the member to hear and take part in discussions as they happen.

(2) A Member who participates in a meeting as mentioned in sub-rule (1) is taken to be present at the meeting.

(3) At each general meeting—

(a) the President is to preside as chairperson; and

(b) if the President is not present, or if present shall decline to act, then the Vice-President shall preside, or if not present or if present shall decline to act, the Members present and entitled to vote must elect one (1) of their number to be chairperson; and

(c) the chairperson must conduct the meeting in a proper and orderly way.

### **39 Voting at General Meeting**

(1) Only Honorary Life members, 7 day Members A and 7 day Members B shall be entitled to attend and vote at a general meeting—

(a) Each question, matter or resolution, other than a special resolution, must be decided by a majority of votes of the Honorary Life members and Members present; and

(b) no special resolution at a general meeting shall be carried unless three-quarters (75%) of the Honorary Life Members and Members present vote in its favour.

(2) Each member present and eligible to vote is entitled to one (1) vote only and, if the votes are equal, the chairperson has a casting vote as well as a primary vote.

(3) A Member is not entitled to vote at a general meeting if the Member's annual subscription is in arrears at the date of the meeting.

(4) Each question, matter or resolution submitted to a general meeting, shall be decided by a show of hands unless a poll is demanded by two (2) Members or two (2) votes. A declaration by the chairperson that a question, matter or resolution has or has not been carried shall be conclusive.

(5) However, if at least 20% of the members present demand a secret ballot, voting must be by secret ballot.

(6) If a secret ballot is held, the chairperson must appoint two (2) Members to conduct the secret ballot in the way the chairperson decides.

(7) The result of a secret ballot as declared by the chairperson is taken to be a resolution of the meeting at which the ballot was held.

#### 40 Proxies

(1) An instrument appointing a proxy must be in writing and be in the following or similar form—

#### SURFERS PARADISE GOLF CLUB LIMITED

I, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ an Honorary Life Member / 7 day Member of the Surfers  
Paradise Golf Club Limited hereby appoint \_\_\_\_\_ of  
\_\_\_\_\_ as my proxy to vote at the annual general  
meeting or general meeting to be held on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ and at any adjournment of the meeting.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_

(2) An Honorary Life Member and Member who is entitled to attend and vote at a meeting of the Club is entitled to appoint another Member so entitled to vote as a proxy for that meeting and any adjournment of the meeting.

(3) A proxy so appointed shall not be entitled to vote except on a poll or secret ballot.

(4) The instrument appointing a proxy is taken to confer authority to demand or join in demanding a secret ballot.

(5) Each instrument appointing a proxy and the Power of Attorney or other authority, if any, under which it is signed or a certified copy thereof must be given to the Secretary/Manager—

(a) not less the forty-eight (48) hours before the start of the meeting or adjourned meeting at which the person named in the instrument proposes to vote; and

(b) if received by the Secretary/Manager less than forty-eight (48) hours before the start of the meeting or adjourned meeting shall not be valid.



(6) The issue and return of the completed form and the name of the proxy appointed shall be recorded.

#### **41 Minutes of General Meetings**

(1) The Secretary/Manager must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each general meeting are entered in a minute book.

(2) To ensure the accuracy of the minutes—

(a) the minutes of each general meeting must be signed by the chairperson of the meeting, or the chairperson of the next general meeting, verifying their accuracy; and

(b) the minutes of each annual general meeting must be signed by the chairperson of the meeting, or the chairperson of the next meeting of the Club that is a general meeting or annual general meeting, verifying their accuracy.

(3) If asked by a Member of the Club, the Secretary/Manager must, within fourteen (14) days after the request is made—

(a) make the minute book for a particular general meeting available for inspection by the Member at a mutually agreed time and place; and

(b) give the Member copies of the minutes of the meeting.

(4) The Club may require the Member to pay the reasonable costs of providing copies of the minutes.

#### **42 By-laws**

(1) The Board may make, amend or repeal by-laws, not inconsistent with these rules, for the internal management of the Club.

(2) A by-law may be set aside by a vote of Members at a general meeting of the Club.

#### **43 Alteration of Constitution**

Subject to the Act, the Constitution may be amended, repealed or added to by a special resolution carried at a general meeting.

#### **44 Copy of Constitution to Members**

A copy of the Constitution of the Club shall be supplied to a member within seven (7) days on written request being made to the Secretary/Manager and, if required a fee may be payable as prescribed by the Act.

#### **45 Common Seal**

(1) The Board must ensure the Club has a common seal.

(2) The common seal must be—

(a) kept securely by the Board; and

(b) used only by resolution of the Board.

(3) Each instrument to which the seal is attached must be signed by two (2) members of the Board appointed for that purpose.

#### **46 Financial Year**

The end date of the Club's financial year is the 30th day of June in each year.

#### **47 Not for Profit**

The assets and income of the Club shall be applied solely in furtherance of its objects and no portion shall be distributed directly or indirectly to the members of the Club except as a bona fide compensation for services rendered or expenses incurred on behalf of the Club.

#### **48 Sale of Liquor**

(1) No payment shall be made to the Secretary/Manager or to any Officer or employee of the Club by way of commission or allowance from or upon the receipt of the Club for liquor sold or supplied or from any other source whatsoever.

(2) The Club shall not sell or supply liquor or permit or suffer liquor to be consumed on its licensed premises at any time other than on such days and during such hours as are stipulated in and permitted in its liquor licence as provided for in the *Liquor Act 1992* of Queensland.

(3) The Club shall prohibit liquor to be consumed on its premises other than that sold or supplied by the Club.

(4) The Club shall not sell or supply liquor or permit or suffer liquor to be consumed on its licensed premises by a person—

(a) under or apparently under the age prescribed by the *Liquor Act 1992* of Queensland as the age under which persons may not consume liquor on licensed premises; or

(b) in a state of intoxication, an habitual drunkard, a mentally ill person, or a person reasonably suspected to be mentally ill or a prohibited person.

#### **49 Distribution of Surplus Assets to another Entity**

(1) This rule applies if the Club is wound-up or dissolved and there remains after the satisfaction of all the Club's debts and liabilities any surplus assets whatsoever.

(2) The surplus assets must not be distributed among the members of the Club.

(3) The surplus assets must be given or transferred to another entity or entities—

(a) having objects similar to the objects of the Club; and

(b) the rules of which prohibit the distribution of the entity's income and assets to its members.

(4) The entity or entities referred to in sub-rule (3) shall be determined by the Members of the Club entitled to vote in general meeting by resolution not being a special resolution.

#### **CONSTITUTION AMENDMENTS;**

Meeting to form a company held on November 23, 1978.

Company and Constitution registered with Corporate Affairs March 27.1979. First AGM as a company held in 1979.

This Constitution came into effect by Special Resolution at the close of business of the 2014 AGM held on October 13, 2014 and replaced the Constitution last amended on October 17, 2011.

Rule 7 (8) (vi) relating to Social members was amended by Special Resolution at the 2014 AGM held on Monday October 13, 2014 to read "- a number to be determined by the Board from time to time."

New Rules 7(7)(d) and (e) including other incidental alterations / variations relating to Full Members B & C and the Associates came into effect by Special Resolution at the 2015 AGM held on Monday October 12, 2015.

New Rule 7(9) relating to subscription relief for Members and Associates aged 18 to 24 came into effect by Special Resolution following the 2015 AGM held on Monday October 12, 2015.

Rule 7(7)(j) relating to Restricted Golf Playing members not having Saturday playing rights was amended by Special Resolution at the 2015 AGM held on October 12, 2015 to allow some sub-classes of this membership category Saturday playing rights as determined by a by-law, see Rule 42.

Rule 12(5) relating to subscriptions was replaced by a new Rule approved by Special Resolution at the 2017 AGM held on October 30, 2017 that includes quarterly and monthly subscriptions, changing the word "premium" to "administration fee", changing the date for subscription invoices to members from the "first week of May" to "by the first (1) of June" and the date for monthly instalment paperwork to be at the office from "15<sup>th</sup> of June" to "the twentieth (20) of June".

Rule 16 relating to the Associates was modified in parts to delete the words "Handicap Manager", "handicap Associate member" and to change the word "submit" to "present" was approved by Special Resolution at the 2017 AGM held on October 30, 2017.

Rule 7(7)(k)(iii) relating to the Associates use of the "clubhouse and course" was removed and sub-rule (iv) became sub-rule (iii) was approved by Special Resolution at the 2017 AGM held on October 30, 2017.

Rule 18 electing the Directors was removed and replaced by a new Rule breaking down the content from 2 sub-rules into 14 for the benefit of members to comprehend the detail and find the content they may be looking for was approved by Special Resolution at the 2017 AGM held on October 30, 2017.

Rule 34(4)(i) relating to Members Resolutions had the words "at least 60 days prior to the General Meeting" added to comply with the Corporations Act 2001.

At a General Meeting held on May 20, 2019 Resolution 1 was adopted to delete the Full membership categories and introduce 7 day and 5 day memberships. Previous Rule 16 Associates was deleted.

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