



CURLEWIS GOLF CLUB INCORPORATED

Rules and Statement of Purposes

ORIGINAL RULES:

Adopted and Ratified: Special General Meeting of Members Wednesday 10th October 2007

PREVIOUS REVISION:

- **Incorporates changes Adopted and Ratified by Special Resolution at the Curlewis Golf Club 2013 Annual General Meeting held on Wednesday 27th November 2013.**
- **Rules approved by Consumer Affairs Victoria, Department of Justice effective from 16th January 2014 Reference No. 85020381**

CURRENT REVISION:

- **Incorporates changes Adopted and Ratified by Special Resolution at the Curlewis Golf Club 2014 Annual General Meeting held Wednesday 21st January 2015.**
- **Rules based on and comply with the Associations Incorporation Reform Act 2012.**
- **Revision due to Sale of Course and Assets and Club Operations to Ladcom Pty Ltd**
- **Rule changes approved by Committee of Management 24th September 2015.**
- **Legal Review by Club Solicitor Phillip Considine LLB**
- **Incorporates changes Adopted and Ratified by Special Resolution at the Curlewis Golf Club 2015 Annual General Meeting held on Wednesday 25th November 2015.**

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Rule 1: Interpretation

1.1 Definitions

‘Act’ means the “Associations Incorporation Reform Act 2012 of Victoria” as amended from time to time.

‘Annual General Meeting’ means an Ordinary General Meeting of the Club as defined within these Rules to be held each year no later than ~~three (3)~~ **five (5)** months after the end of the Club’s Financial Year *in accordance with the requirements of the Associations Incorporation Reform Act 2012* on such a day and at a time and place as determined by the Committee.

‘Authority’ means the Registrar of Incorporated Associations and includes any Deputy or Assistant Registrar of Incorporated Associations, Consumer and Business Affairs Victoria.

‘Captain’ means the Captain responsible for the conduct of the game of golf at or on behalf of the Club and the Chairperson of the Match Committee, elected in accordance with the Rules.

‘Club’ means Curlewis Golf Club Incorporated.

‘Committee member’ means a member of the Club's Committee of Management as defined in these Rules.

‘Committee’ means the Committee of Management of the Club as defined and empowered by these Rules.

‘Consultative Committee’ means a committee established by the Curlewis Golf Club The Bellarine comprised of two (2) persons nominated by the Curlewis Golf Club Inc. and two (2) person nominated by Curlewis Golf Club The Bellarine.

‘Curlewis Golf Club The Bellarine’ means the Curlewis Golf Club The Bellarine Pty Ltd (ANC 605 841 987)

‘Extraordinary General Meeting’ means any General Meeting of the Club which is not an Annual General Meeting of the Club.

‘Extraordinary Resolution’ means a resolution passed by a majority of at least two-thirds of Members who are present at the time and entitled to vote and who vote in respect of the resolution.

‘Fee’ means any sum imposed or resolved by the Committee from time to time.

‘Financial Year’ means the year commencing on the first day of September in each year and ending on 31st August the following year.

‘General Body of Members’ means the persons elected to the categories of membership as defined in the Rules.

‘General Meeting’ means a General Meeting of the Club to which all Members are duly summoned.

‘member’ means any person who is elected and/or appointed to any committee, panel, group, or taskforce of the Club.

‘Member’ means any person who is elected to membership of the Club under any part of Rule No. 4

‘Month’ means calendar month.

‘Notice Board’ means the notice board(s) erected, affixed permanently or placed in a conspicuous place in the Club premises.

‘Ordinary Business’ when it relates to the Annual General Meeting of the Club means:

- (i) to confirm the minutes of the preceding Annual General Meeting and of any Extraordinary Meetings held since that meeting.
- (ii) to receive and consider:
 - a. the statement of income and expenditure;
 - b. the balance sheet;
 - c. the report of the Committee of Management and Sub-Committees for the preceding year;
 - d. reports of each trust established by the Club; and
 - e. the auditor’s report.
- (iii) to elect auditors.



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(iv) to announce and declare the result of elections of office bearers and for the Committee of Management.

‘Ordinary Resolution’ means a resolution passed by a simple majority of Members who are entitled to vote and who are present at the time and who vote in respect of the resolution.

‘President’ means the President of the Club and Chairperson of the Committee of Management elected in accordance with these Rules.

‘Quorum’ means:

- a. in respect of all General Meetings, Annual General Meetings and all Extraordinary Meetings twenty five (25) Members entitled to vote and present in person;
- b. in respect of all meetings of the Committee and/or Sub-Committees, a quorum will consist of 50% plus one (1) Committee or Sub-Committee member entitled to vote and present in person ;
- c. in any other case, as set out in the Rules.

‘Regulations’ means the Regulations under the Act.

‘Relevant documents’ means records or documents, however compiled, recorded or stored, that relate to the incorporation and management of the Club, including Membership records, accounts, accounting records and documents relating to transactions, dealings or business or property of the Club.

‘Returning Officer’ means a Member appointed by the Committee from time to time to fulfil that role. The Returning Officer shall appoint two tellers to assist with the counting of the votes for any and all ballots.

‘Rules’ means the Rules of the Curlewis Golf Club Incorporated.

‘Secretary’ means the person who is for the time being deemed to be the Secretary of the Club in accordance with Division 1 of Part 6 of the Associations Incorporation Reform Act 2012. The Secretary shall perform all the duties in accordance with these Rules and the Act, and shall be the Club’s Public Officer. In all respects, a reference in these Rules to “Honorary Secretary”, “Secretary”, “Secretary/Treasurer”, “Treasurer”, or “Public Officer” shall be taken to be a reference to the Secretary

‘Secretary/Treasurer’ means the same as the Secretary.

‘Special Business’ means all business that is conducted at an Extraordinary General Meeting and all business that is conducted at an Annual General Meeting, except for business conducted under the Rules as Ordinary Business of the Annual General Meeting.

‘Special Resolution’ means a resolution passed by a majority of at least three quarters of Members who are entitled to vote and who are present at the time and who vote in respect of the resolution.

‘Sub- Committee’ means any and all sub-committees, panels, groups and taskforces of the Club appointed by the Committee in accordance with the Rules.

‘Vice-Captain’ means a Vice-Captain of the Club elected in accordance with the Rules and is a person who shall assist the Captain.

‘Vice-President’ means a Vice-President of the Club elected in accordance with the Rules and is a person who shall assist the President.

‘Visitor’ is any person who is not a financial member of the Club.

‘Weekdays’ means Monday to Friday inclusive.

‘Year’ means the Club’s ‘Financial Year’ as defined herein.

1.2 Number and Gender

1.2.1 Words importing the singular include the plural, words importing the masculine include the feminine gender, and vice versa.

1.3 Interpretation

1.3.1 The interpretation of these Rules shall be construed with reference to the Associations Incorporation Reform Act 2012 of Victoria as amended from time to time.



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Rule 2: The Club

2.1 Name

2.1.1 The name of the incorporated association is the Curlewis Golf Club Incorporated (in these Rules called the 'Club').

2.2 Incorporation

2.2.1 The Curlewis Golf Club Incorporated is an association incorporated under the Associations Incorporation Reform Act 2012 of Victoria as amended from time to time.

2.3 Registered Office

2.3.1 The Registered Office of the Club shall be situated at:

- (i) The Club House, 1345 Portarlington Road Curlewis Victoria 3222 or
- (ii) At such location as the Committee of Management may from time to time determine.

2.4 Statement of Purpose and Objects

2.4.1 The Club is incorporated as a non-profit organisation in accordance with the provisions of the Associations Incorporation Reform Act 2012 as amended from time to time and for the objects and purposes set out in Rule 2.4.2 hereof.

2.4.2 The objects of the Club and the purpose for which the Club was established are:

1. To promote the game of golf.
2. To promote and encourage membership of the Club.
3. To foster the game of golf for the members and their guests and visitors.
4. To apply for and continue to hold and/or renew from time to time any necessary licences, permits or other provisions for the sale and disposal of liquor within the meaning of the Liquor Control Reform Act 1998 (as amended) or any Act passed in substitution thereof or amending the same.
5. To do all such lawful things as are incidental or conducive to all clauses of the Objects of the Club, or which may be calculated to advance directly or indirectly the interests of the Club.
6. To ensure that the income, property and any other assets of the Club however derived shall be applied solely towards the Objects of the Club, as set forth herein. No part of the assets of the Club shall be paid or transferred directly or indirectly by way of dividend, bonus, gratuity or otherwise by way of profit to any Members of the Club.
7. To ensure that the Club is an Equal Opportunity Employer.

2.5 Income and Property of the Club

2.5.1 All the assets of the Club both current and in the future, are and shall remain the undivided property of the Club.

2.5.2 The income and property of the Club will be applied towards the promotion of the objects set out in Rule 2.4

2.5.3 No portion of the income and property of the Club may be used to pay a dividend or bonus, whether directly or indirectly, to past or present Members or to any person claiming through them.

2.5.4 Notwithstanding Rules 2.5.1, 2.5.2 and 2.5.3, nothing will prevent:

- a. the payment of remuneration to:
 - (i) any office bearer or servants of the Club; or
 - (ii) any Member or other person;

for any services actually rendered to the Club provided such services are on terms no less favourable to the Club than any other available arm's length commercial transaction.



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2.6 The Rules

- 2.6.1 The Rules may be repealed or amended by passing a Special Resolution at a General Meeting of the Club.
- 2.6.2 Notice of motion to repeal or amend the Rules must be given by the **Secretary** in the notice convening the General Meeting and forwarded to each Member entitled to vote at that meeting twenty one (21) days prior to the holding of the meeting.
- 2.6.3 Notwithstanding any provision with regard to Extraordinary General Meetings or Annual General Meetings contained in these Rules, where a Special Resolution is proposed to repeal or amend these Rules, the proposed Special Resolution shall be exhibited on the notice Board of the Club for not less than twenty one (21) days immediately preceding the date of that meeting.
- 2.6.4 An alteration to the Rules shall not take effect unless and until it is approved by the relevant authority.

2.7 Members

- 2.7.1 Members of the Club shall be:
 - a. Each and every person who is on the Register of Members of the Club at the date of adoption and commencement of these Rules.
 - b. Every person who becomes a Member under these Rules.
- 2.7.2 No person shall become an Honorary or Temporary Member of the Club or be exempted from the obligation to pay the regular subscription for Membership of the Club except those possessing the qualifications defined in these Rules and the admission or exemption is in accordance with these Rules.
- 2.7.3 In these Rules, references to being elected are references to being elected as a Member of a particular category or class as provided for in Rule 4.
- 2.7.4 Each and every Member of the Club shall accept and be bound by these Rules and any variation/revision thereto as may be approved from time to time.

2.8 Referendum of the Club

- 2.8.1 The Club in General Meeting by Special Resolution may refer any question to Members by way of a referendum. Such referendum shall be determined in the manner specified by such Special Resolution. The following procedure shall be adhered to:
 - a. The Chairman of the General Meeting will reduce the resolution or amendment in question to writing and voting papers embodying the proposed resolution or amendment must be sent to Members entitled to vote within 14 days after the General Meeting at which the matter arose.
 - b. The voting papers must be returned within 28 days of the date of posting.
 - c. The General Meeting will appoint two scrutineers who, with the Secretary, will open the voting papers. The Secretary will be the sole arbiter in accordance with this clause as to the acceptability of a voting paper.
 - d. The resolution or amendment must be determined by Ordinary Resolution Extraordinary Resolution or Special Resolution as specified.
 - e. The Secretary will report the result of the referendum to the Chairman of the General Meeting and the Chairman will report the findings to the Members of the Club. The result of the voting and the report shall be conclusive as to the result.
- 2.8.2 The Committee may refer any question to Members by way of a referendum. Such referendum shall be determined in the manner specified by such Special Resolution. The following procedure shall be adhered to:
 - a. In any such case the President will reduce the resolution or amendment in question to writing and voting papers embodying the proposal will be sent by the Secretary to Members.
 - b. The voting papers must be returned within 28 days of the date of posting.
 - c. The Secretary and two scrutineers appointed by the Committee will open the voting papers. The Secretary shall be the sole arbiter in accordance with this clause as to the acceptability of a voting paper.
 - d. The resolution or amendment must be determined by Ordinary Resolution Extraordinary Resolution or Special Resolution as specified.



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- e. The Secretary will report the result of the referendum to the Committee and Members of the Club. The result of the voting and the report will be conclusive as to the result.

2.9 Winding Up of the Club

- 2.9.1 The affairs of the Club may be wound up by passing a Special Resolution at a General Meeting of the Club, or otherwise in accordance with the Act.
- 2.9.2 If on winding-up or dissolution of the Club there remains any property after the satisfaction of all its debts and liabilities, the property must not be paid to or distributed amongst Members but must be given or transferred to some other organisation or organisations with similar objects to the Club prohibiting the distribution of income and property among members to an extent at least as great as is imposed on the Club under this sub-rule and Rule 2.5.3.
- 2.9.3 The organisation or organisations to which the property will be transferred under Rule 2.9.2 will be determined by the Members by way of a Special Resolution at the General Meeting called to wind up the affairs of the Club.
- 2.9.4 If Members are unable to reach a determination under Rule 2.9.3, the matter will be referred to the Authority for determination.
- 2.9.5 If effect cannot be given to sub-clause 2.9.4, the Members will determine some charitable object to which the property will be given.

Rule 3: Availability of Club Rules

- 3.1 A current copy of the Rules shall be made available to and open for inspection by at the request of any Member and any other person showing reasonable cause during the official Club office hours.

Rule 4: Membership

4.1 Categories of Membership

The Club shall consist of the following Categories of Membership:

4.1.1 LIFE MEMBER

- 4.1.1.1 A Life Member shall be a Member of the Club proposed by the Committee and elected by a two-thirds majority of the General Body of Members present at any General Meeting.
- 4.1.1.2 The following are to be the criteria for a Member to be considered for Life Membership:
- i. every Member nominated for Life Member shall have been a Member of the Club for at least thirty (30) years and
 - ii. shall satisfy at least three (3) of the following criteria:
 - have held an executive position with the Club for more than two (2) years
 - have served a minimum of eight (8) years on the Committee
 - have made a substantial contribution to the Club which is for the ongoing betterment of the Club
 - have given outstanding service to the game of golf or to the promotion of the interests and objectives of the Club.
 - have made a significant personal contribution or given outstanding service, such as volunteer work, to the Club over a significant period of time.
- 4.1.1.3 A Life Member shall be entitled to all the privileges and facilities of the Club, without payment of any further annual subscriptions.
- 4.1.1.4 The Committee may resolve to recommend any Member who has demonstrably met the requisite criteria for Life Membership.



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4.1.1.5 The Committee shall before such resolution make such enquiries or cause such enquiries to be made as are necessary to satisfy itself whether in its opinion the nominated Member conforms with the requirements for Life Member.

4.1.1.6 The acceptance and/or rejection of a nomination for Life Member shall be at the sole discretion of the Committee. Such decision shall be final and binding and no further nomination for that Member shall be considered for a period of at least two (2) years from the date of the Committee's rejection of the nomination.

4.1.1.7 The recommendation of the Committee shall be put to the General Body of Members at a General Meeting, and if a majority of two thirds of the Members eligible to vote and who are present vote in favour of the Committee's recommendation the Member shall be elected as a Life Member.

4.1.1.8 If the General Body of Members reject the Committee's proposed recommendation then the Member shall not be again recommended for a period of at least three (3) years.

4.1.2 CATEGORY "A" MEMBER

A Category "A" Member shall be a member over the age of eighteen years and shall be entitled at all times to all privileges and facilities of the Club, and may play on the course on all days upon which the course is open for play by members, except that no such member shall play on those parts of the course where a competition is being conducted in which that member has not entered unless such play is authorised by the Committee.

4.1.3 CATEGORY "B" MEMBER

A Category "B" Member is a member over the age of eighteen years who shall be entitled at all times to the privileges and facilities of the Club, and may play on the course on any day except Saturday that the course is open for play by members, except that no such member shall play on those parts of the course where a competition is being conducted in which that member has not entered provided that on any particular occasion play including Saturday play may be prescribed by the Committee.

4.1.4 COUNTRY CATEGORY "A" MEMBER

A Country Category "A" Member is a member over the age of eighteen years who resides beyond a radius of fifty (50) kilometres of the Geelong Post Office and has no permanent business or private address within that radius. A Country Category "A" Member shall be entitled to the same privileges as a Category "A" Member.

4.1.5 COUNTRY CATEGORY "B" MEMBER

A Country Category "B" Member is a member over the age of eighteen years who resides beyond a radius of fifty (50) kilometres of the Geelong Post Office and has no permanent business or private address within that radius. A Country Category "B" Member shall be entitled to the same privileges as a Category "B" Member.

4.1.6 SENIOR MEMBER

A Senior member is a member in any category who has attained the age of sixty-five years and has been a member for not less than twenty-five years. A Senior Member shall pay a reduced subscription as determined by the Committee.

4.1.7 Veteran Member

A Veteran Member is a Member in Category "A" or Category "B" who meets the following criteria:

1. Member to be 75 years of age or older at 1st September
2. Member to have held 10 years or more of continuous Club Membership
3. Member to be the holder of a current Australian Government Centrelink Pensioner Concession Card

A Veteran Member shall pay a reduced subscription as determined by the Committee and shall be entitled to golfing privileges as detailed for Category "A" or Category "B" Members in Rule 4.1 Membership privileges and entitlements shall be as set out in Rule 4.2

4.1.8 MEMBER AGED 19-30 YEARS

A Member aged 19-30 years shall have full playing rights as per Category "A" Membership however, Members as defined in this Rule 4.1.8 shall not be entitled to the privileges as indicated in Rule 4.2.1.3 to 4.2.1.7 inclusive.



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4.1.9 STUDENT MEMBER (under 25 years)

A Student Member is a member under the age of twenty-five years engaged in full time academic studies. A Student Member shall be entitled to the same playing rights and privileges as a Category "A" Member however, Members as defined in this Rule 4.1.9 shall not be entitled to the privileges as indicated in Rule 4.2.1.3 to 4.2.1.7 inclusive.

Upon attaining the age of twenty-five years, or earlier, if full time studies are ceased, a Student Member shall apply to the Committee for transfer to one of the following categories of membership namely Category "A", Category "B", Country Category "A", Country Category "B", and such Member shall pay a subscription fee equal to the difference between the original subscription fee paid by such member and the subscription fee for the new category.

4.1.10 JUNIOR MEMBER

A Junior Member is a member under the age of eighteen years. The Committee shall determine the playing rights of a Junior Member. A Junior Member shall not be entitled to the privileges as indicated in Rule 4.2.1.3 to 4.2.1.7 inclusive.

Upon attaining the age of eighteen years a Junior Member who is a full time student may become a Student Member and a Junior Member who is not a full time student shall advise the Committee which category of membership he or she wishes to join and upon election to that category any difference in subscription fees as determined by the Committee shall be payable as from the first day of the Club financial year after the member attains the age of eighteen years.

4.1.11 NON PLAYING MEMBER

A new Member and/or a member of any Category, who no longer wishes to retain a playing membership, may apply to the Committee to become a Non Playing Member. A Non Playing Member, with or without a playing handicap shall be entitled to access the Club House facilities but is not entitled to any playing rights or use of the Club golfing facilities including but not limited to practice training and warm-up facilities but may play on the course and use such facilities when the course is available for green fee players by payment of the green fees as may be determined by from time to time.

A non-playing Member who requires the Club to maintain the Member's handicap shall be required to pay the relevant fee as determined from time to time. Members as defined in this Rule 4.1.11 shall not be entitled to the privileges as indicated in Rule 4.2.1.3 to 4.2.1.7 inclusive.

4.1.12 HONOURARY MEMBER, CLUB AMBASSADOR MEMBER

- a) Any person attending the Club for the purpose of competing in any inter-club match or any tournament organised by the Club or any official of any recognised golf club attending in connection with any such inter-club match or tournament may be elected as an Honorary Member of the Club for the day or days on which such an inter club match or tournament is conducted.

An Honorary Member shall not introduce any non-member to the Club and shall have no claim or interest in the funds or property of the Club but otherwise shall be entitled to the same privileges as a Category "A" Member. No person shall be elected an Honorary Member for more than ten (10) days at any one time.

- b) The Club may elect as a Club Ambassador Member such prominent sports individuals, citizens or community leaders for the purpose of enhancing the Club's prominence and marketability in the community at large. Any Club Ambassador Member shall not be entitled to introduce any non-member to the Club and shall have no claim or interest in the funds or property of the Club but otherwise shall be entitled to the same *playing* privileges as a Category "A" Member. No person elected as a Club Ambassador Member shall be elected for a period longer than twelve (12) calendar months at any one time.
- c) Members as defined in this Rule 4.1.12 shall not be entitled to the privileges as indicated in Rule 4.2.1.3 to 4.2.1.7 inclusive.



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4.1.13 SEASONAL MEMBER

A Seasonal Member shall have full playing rights as per Category "A" Membership however for a 6 months period ONLY – (either 1 September to 28 February or 1 March to 31 August).

Members as defined in this Rule 4.1.13 shall not be entitled to the privileges as indicated in Rule 4.2.1.3 to 4.2.1.7 inclusive.

4.1.14 TEMPORARY MEMBER

Any person who is a member of an affiliated golf club and who is temporarily resident in the Geelong or Curlewis district may apply to the Committee for temporary membership, for a period of not less than three (3) months, or more than six (6) months.

A Temporary Member shall not introduce any non-member to the Club premises and shall have no claim to or interest in the funds or property of the Club.

A Temporary Member shall not be required to pay any entrance fee and shall pay a pro rata subscription as determined by the Committee.

Members as defined in this Rule 4.1.14 shall not be entitled to the privileges as indicated in Rule 4.2.1.3 to 4.2.1.7 inclusive.

4.1.15 EMPLOYEE MEMBER

This Category of Membership is available to full time employees of the Club who have served a probationary period of three (3) months employment. An employee shall not introduce any non-member to the Club premises and shall have no claim to or interest in the funds or property of the Club but otherwise shall be entitled to the same privileges as the category of membership selected by such person.

An employee Member shall not be required to pay any entrance fee and shall pay a subscription fee as determined by the Committee. Membership ceases when person is no longer employed on a full time basis by the Club. They may then be offered a transfer to ordinary membership and be required to pay the difference in fees, including entrance fees if applicable.

Members as defined in this Rule 4.1.15 shall not be entitled to the privileges as indicated in Rule 4.2.1.3 to 4.2.1.7 inclusive.

4.1.16 DAY MEMBER

A Day Member shall be defined as a person entitled to play a single round of golf on the Club's course on a particular day by virtue of having paid the prescribed green fee.

This category of Membership shall be only available and applicable to persons over the age of 18 years.

Members as defined in this Rule 4.1.16 shall not be entitled to the privileges as indicated in Rule 4.2.1.3 to 4.2.1.7 inclusive.

4.1.17 Other Categories of Membership

Such other category or categories of Membership as may be determined/decided from time to time by the Committee of Management and prescribed, including the rights and privileges of Membership, for each such category in the Club's By-Laws.

4.2 Membership Privileges and Entitlements

4.2.1 The following categories of Membership shall enjoy the privileges of Membership as set out in this Rule:

- a. Category "A" Member
- b. Category "B" Member
- c. Country Category "A" Member
- d. Country Category "B" Member
- e. Veteran Member
- f. Life Member
- g. Senior Member



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- 4.2.1.1 Golfing privileges as detailed in Rule 4.1 Categories of Membership;
 - 4.2.1.2 Use of the Club's non-golfing facilities in accordance with these Rules and as determined by the Committee;
 - 4.2.1.3 To vote in the election of the Committee members and the Senior Executive Officers of the Club;
 - 4.2.1.4 To offer themselves for election as Committee members and the Senior Executive Officers of the Club;
 - 4.2.1.5 To propose or second the nomination of any other qualified Member for election as a Committee member and Senior Officer;
 - 4.2.1.6 To attend and vote at all General Meetings of the Club;
 - 4.2.1.7 To introduce visitors to the facilities at the Club in accordance with Rule 5.
- 4.2.2 The following further categories of Membership shall enjoy the privileges of Membership as set out in this Rule:
- a. Member Aged 19-30 years
 - b. Seasonal Member
 - c. Student Member
 - d. Junior Member
 - e. Honorary Member, Club Ambassador Member
 - f. Temporary Member
 - g. Employee Member
 - h. Non-Playing Member
 - i. Day Member
- 4.2.2.1 Golfing privileges as detailed in Rule 4.1 Categories of Membership;
 - 4.2.2.2 Use of the Club's non-golfing facilities in accordance with these Rules and as determined by the Committee;
 - 4.2.2.3 Members as defined in this Rule 4.2.2 shall not be entitled to the privileges as indicated in Rule 4.2.1.3 to 4.2.1.7 inclusive.
- 4.2.3 Day Members shall enjoy the privileges of Membership as set out in this Rule:
- 4.2.3.1 Day Members shall have golfing privileges as detailed in Rule 4.1.16.
 - 4.2.3.2 The privileges for this category of membership are strictly limited to access to and use of the Club Lounge and obtaining bar service on the day of having paid the prescribed green fees.
 - 4.2.3.3 A Day Member must be able to show on demand the necessary documentation, as determined from time to time by the Committee, to enable access to the Club Lounge and bar service.
 - 4.2.3.4 Day Members shall comply with all relevant Rules whilst on the licensed premises of the Club.

4.3 Application for Membership

- 4.3.1 Any Application for Membership of the Club shall be made to the Secretary or alternatively such person as nominated by the Committee from time to time on the form prescribed by the Committee, accompanied by the fees prescribed by the Committee. The fees shall be payable to the Club at the time of application.
- 4.3.2 Every candidate for Membership of the Club shall be proposed by one Member and seconded by another Member of the General Body of Members of the Club to whom the candidate is personally known.



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In circumstances where an applicant **does not know** two (2) Members of the Club to act as Proposer and Secunder, e.g. Overseas and Interstate applicants, the Committee may dispense with the requirement to have a proposer and seconder. On this basis, the following procedure is to be followed:

- i). The Secretary or alternatively such person as nominated in Rule 4.3.1 is authorised to sign the Application Form.
 - ii). This Class of Member is to be called "Provisional Member".
 - iii). The applicant shall be a "Provisional Member" for an interim period of a maximum of three (3) months so that the Committee may be able to consider the applicant for full Membership in the appropriate category.
 - iv). The Provisional Member shall have full playing rights for the applicable category of Membership as detailed in Rule 4.1.
 - v). Provisional Members shall not be entitled to the privileges as indicated in Rules 4.2.1.3 to 4.2.1.7 inclusive.
 - vi). Rules 4.3.1; 4.3.4 to 4.3.9 shall apply to any and all Applicants for Provisional Membership.
 - vii). If after the interim period referred to in iii) above, the Committee does not grant full Membership to the Provisional Member, then the Provisional Member shall be entitled to a refund of the annual membership fee on a pro-rata basis.
- 4.3.3 Every nomination for Membership shall be in writing, signed by the candidate and the proposer and the seconder, except for Provisional Members whose application shall be dealt with in accordance with Rule 4.3.2.
- 4.3.4 All applicants on first applying for Membership shall sign the Disclosure Statement and Member Consent Clause and give an undertaking to abide by the Rules if subsequently admitted to the Club.
- 4.3.5 The Committee shall consider the application for Membership at a duly convened Committee meeting after receipt of the application and after the application has remained on the notice board for not less than fourteen days for review by the Members who may provide comment on the application to the Committee but in any event not later than two (2) months after the receipt of the Application.
- 4.3.6 If requested to do so by the Committee, the Secretary or alternatively such person as nominated in Rule 4.3.1 shall write to any applicant for Membership requesting the applicant to attend at the Club House to be interviewed by the Committee or its nominee.
- 4.3.7 The decision to elect an applicant to Membership requires a unanimous vote of the Committee present and voting, PROVIDED THAT any Committee member voting against the election of an applicant is required to provide reasons for the vote, and if in the opinion of the majority of the Committee present, such reasons are unreasonable, the applicant shall be elected and the decision deemed to be by unanimous vote of the Committee, the vote of the objecting Committee member deemed disqualified.
- 4.3.8 A record shall be kept by the Secretary or alternatively such person as nominated in Rule 4.3.1 of the number of votes by the Committee and all Sub Committees.
- 4.3.9 In the event that an applicant makes any material inaccuracy, misrepresentation, or omission in the particulars relating to the application or in the applicant's application, the applicant's election shall be voidable at any time at the discretion of the Committee.

4.4 Transfer of Membership Category

- 4.4.1 Any Member may apply to the Committee to transfer from one category of Membership to a new category for which the Member is eligible.
- 4.4.2 Applications for transfer to another category of Membership must be in writing in a form approved by the Committee from time to time and delivered to the Secretary or alternatively such person as nominated in Rule 4.3.1



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- 4.4.3 The Committee shall determine all applications for transfer of Membership at a duly convened Committee meeting and a simple majority of votes shall be required to approve a transfer of Membership.
- 4.4.4 Members transferring to a category of Membership for which a greater application fee and/or annual fee is applicable shall, upon approval of the transfer of Membership, be required to pay the difference between the amounts prescribed for the new category and those for the old category within one month of notification of transfer of Membership on a pro-rata basis.
- 4.4.5 Unless the Committee determines otherwise in respect of particular applicant(s), Members transferring to a category of Membership for which a lesser application fee and/or annual subscription is applicable shall not be entitled to a refund of the difference between the amounts prescribed for the new category and those for the old category and shall be required to pay the lesser fees applicable to the new category when annual subscriptions next fall due.

4.5 Notification of Membership

- 4.5.1 When an applicant has been elected as a new Member in accordance with Rule 4.3 or an application for transfer has been approved in accordance with Rule 4.4, the Secretary or alternatively such person as nominated in Rule 4.3.1 shall forthwith notify the applicant in writing and such notification shall include a request for payment of any relevant fees (if any).
- 4.5.2 If within one month after receipt of the notice referred to in Rule 4.5.1 the applicant's payment has not been received by the Club, the election to Membership or approval of transfer shall be voided.
- 4.5.3 In the event of an application for new Membership or transfer to a new category being rejected by the Committee, the Secretary or alternatively such person as nominated in Rule 4.3.1 shall forthwith notify the applicant of the rejection and shall not be required to provide reasons for the rejection, and shall refund any entrance fee and annual subscription paid by the applicant.
- 4.5.4 In the event of an application for transfer to a different category being rejected, the Secretary or alternatively such person as nominated in Rule 4.3.1 shall forthwith notify the applicant of the rejection and shall not be required to provide reasons for the rejection and the applicant shall remain in his/her current category except for Junior and/or Student Members whose Membership shall cease.

4.6 Cessation of Membership

- 4.6.1 A Member will cease to be a Member if:
 - a. the Member gives notice of resignation in writing to the Secretary or alternatively such person as nominated in Rule 4.3.1 as required by these Rules; and,
 - b. the Committee accepts the resignation
- 4.6.2 Subject to Rule 6.8 if a Member fails to pay any relevant fee and/or subscription within two (2) weeks of posting an over-due notice, the defaulting Member shall cease to be a Member.
- 4.6.3 A Student Member and/or a Junior Member shall cease to be a Member if the Committee fails to approve the Member's transfer to ordinary membership.
- 4.6.4 A Member ceases to be a Member if the Member is expelled as a result of disciplinary action in accordance with Rule 10.
- 4.6.5 If a Member ceases to be a Member for any reason (including as a result of disciplinary action in accordance with Rule 10), the Member shall remain liable to pay any subscription or fee due at the time that Membership ceases and shall not be entitled to a refund of any subscription or fee paid in advance, unless otherwise determined by the Committee.
- 4.6.6 Any Member who ceases to be a Member of the Club shall not have any right, title, or interest in or to any property of the Club.



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- 4.6.7 The Committee may, by resolution, which must be conveyed to the Member in writing, terminate the Membership of a Member for any of the following reasons:
- i). the Member has been convicted of any offence punishable with imprisonment for three (3) months or more; or
 - ii). the Member becomes bankrupt or insolvent; or
 - iii). the Committee makes a decision pursuant to a complaint to terminate the Member's Membership.
- 4.6.8 The Member may appeal to the Committee against termination of Membership made pursuant to Rule 4.6.7 [i. and ii).] and the Committee may, if it allows the appeal, reinstate that person as a Member.
- 4.6.9 The provisions of this Rule will not prejudice any right of the Club to recover all arrears including the subscription of the current year.
- 4.6.10 The provisions in this Rule 4.6 apply equally to Life Members.

4.7 Resignation of Membership

- 4.7.1 Any Member who wishes to resign Membership must forward a written resignation to the Secretary or alternatively such person as nominated in Rule 4.3.1 prior to 31st August in the year that the Member wishes to resign. If the written notice of resignation is not received prior to 31st August in the relevant year, the resigning Member shall be liable to pay the annual subscription for the next ensuing financial year.
- 4.7.2 If a notice of resignation is stated to be effective prior to 31st August in any year, the resigning Member shall not be entitled to any refund of fees or subscription paid.
- 4.7.3 The resignation will take effect as from the date upon which the Committee accepts the resignation. After acceptance of the resignation, the former Member shall not use the Club's golf course and/or facilities except as indicated in these Rules, and shall not have any right, title or interest in or to any property of the Club.

4.8 Rejoining

- 4.8.1 Any Member who has resigned in accordance with Rule 4.7 and subsequently seeks re-election as a Member shall not be required to pay any entrance fees unless the entrance fee payable at the time of re-election is greater than the entrance fee actually paid by the Member when the Member was originally elected. In which case the re-joining Member shall be required to pay the difference between the two amounts and such difference shall be a "fee" for the purposes of these Rules.
- 4.8.2 Any and all monies owing by the Member and due to the Club at the time of cessation Membership for any reason whatsoever and remaining unpaid at the time of seeking re-election shall be paid to the Club prior to the application for re-election shall be processed.

4.9 Register of Members

- 4.9.1 The Secretary or the person as nominated in Rule 21.3 shall keep and maintain a register of Members in which shall be entered the full name, address and contact details, and date of entry of each Member and also the category of Membership. The register shall be available for inspection by Members at the Club premises during office hours.
- 4.9.2 Every Member must furnish the Club with all required information to enable the register to be compiled and its currency maintained.



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Rule 5: Visitors

- 5.1 A member of the General Body of Members may introduce visitors to the privileges of the Clubhouse, golf course, and any other amenities of the Club upon payment of such fees and upon such conditions as may from time to time be determined by the Committee.
- 5.2 The visitor's name and address and the name of the introducing Member shall be entered in the Visitors' Book, and when applicable payment of the prescribed fees made before play.
- 5.3 The Committee may at its option permit any visitor to use the facilities of the Club without payment.
- 5.4 A visitor shall not be supplied with liquor in the Club premises unless in the company of a Member unless such visitor is attending a particular function or a particular occasion in respect of which a permit has been granted under the appropriate section of the Liquor Control Act (1968) as amended.

Rule 6: Entrance Fees and Subscriptions

- 6.1 The Curlewis Golf Club The Bellarine shall, in consultation with the Consultative Committee, prescribe and receive the annual Membership subscriptions, entrance fees and other moneys payable, and it may make and give receipts, releases, and other discharges of fees, claims, and demands.
- 6.2 The annual membership subscription for each category of Membership as determined will remain unchanged for the ensuing financial year. Notice shall be given to each Member of the amount of the relevant subscription.
- 6.3 All annual subscriptions shall be due and payable in advance on 1 September in every year.
- 6.4 A Member who is elected after 1 September in any year shall pay a pro-rata portion of the relevant annual subscription for that year.
- 6.5 If a Member defaults in paying a relevant fee and/or annual subscription within one month of it becoming due:
 - 6.5.1 the defaulting Member shall incur a fine as set by the Committee from time to time and such fine shall be a "fee" for the purposes of these Rules.
 - 6.5.2 the Club Manager shall issue a notice to the defaulting Member stating the fee and/or subscription is overdue that a fine has been incurred and that the fee and/or subscription and the fine is to be paid within two (2) weeks of the date on which the notice of the fee being overdue was sent or Membership will cease.
- 6.6 Subject to the following Rule 6.7 if a Member fails to pay the relevant fee and/or subscription and fine in accordance with the notice issued under Rule 6.5.2, the defaulting Member shall cease to be a Member and shall cease to be entitled to any of the privileges of Membership.
- 6.7 The Curlewis Golf Club The Bellarine in conjunction with the Consultative Committee may, at its discretion, grant extensions of time for payment of fees and/or annual subscriptions for all Members or particular Members, and may reinstate a Member who has ceased to be a Member by virtue of the previous Rule 6.6 upon payment of outstanding fees and/or subscriptions without the requirement for the ceased Member to reapply for Membership.
- 6.8 The Committee It may be determined that all Members or particular Members may pay subscriptions and/or fees by instalments.

Rule 7: Funds

The funds of the Club shall be derived from fees, donations and any such other source or sources as the Committee may determine.

Rule 8: Payments

All payments on behalf of the Club shall be made by any means authorised by the Committee and can include credit card, electronic transfer or cheque signed by such persons duly authorised by the Committee from time to time.



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Rule 9: Liability of Members for Calls

- 9.1 The Members in General Meeting by means of an Extraordinary Resolution shall have power to make calls upon Members or categories of Members for a particular sum and such Members shall be bound to pay the same when due.
- 9.2 The Committee shall determine the terms for payment of each call.
- 9.3 A call shall be a “fee” for the purposes of these Rules and the non-payment of a call by any Member shall be subject to the provisions of sub-rule 6.6

Rule 10: Discipline, Suspension, and Expulsion of Members

- 10.1 Subject to these Rules, if the Committee is of the opinion that a Member has refused or neglected to comply with these Rules, or has been guilty of conduct unbecoming a Member or prejudicial to the interests of the Club, the Committee may by resolution—
 - 10.1.1 fine that Member an amount not exceeding \$500; or
 - 10.1.2 suspend that Member from Membership of the Club for a specified period; or
 - 10.1.3 expel that Member from the Club.
- 10.2 A resolution of the Committee under sub-rule (10.1) does not take effect unless--
 - 10.2.1 at a meeting held in accordance with sub-rule (10.3), the Committee confirms the resolution; and
 - 10.2.2 if the Member exercises a right of appeal to the Club under this rule, the Club confirms the resolution in accordance with this rule.
- 10.3 A meeting of the Committee to confirm or revoke a resolution passed under sub-rule (10.1) must be held not earlier than 14 days, and not later than 28 days, after the notice has been given to the Member in accordance with sub-rule (10.4)
- 10.4 For the purpose of giving notice in accordance with sub-rule (10.3), the Secretary or alternatively such person as nominated in Rule 4.3.1 must, as soon as practicable, cause to be given to the Member a written notice--
 - 10.4.1 setting out the resolution of the Committee and the grounds on which it is based; and
 - 10.4.2 stating that the Member, or his or her representative, may address the Committee at a meeting to be held not earlier than 14 days and not later than 28 days after the notice has been given to that Member; and
 - 10.4.3 stating the date, place and time of that meeting; and
 - 10.4.4 informing the Member that he or she may do one or both of the following-
 - (a) attend that meeting;
 - (b) give to the Committee before the date of that meeting a written statement seeking the revocation of the resolution;
 - 10.4.5 informing the Member that, if at that meeting, the Committee confirms the resolution, he or she may, not later than 48 hours after that meeting, give the Secretary or alternatively such person as nominated in Rule 4.3.1 notice to the effect that he or she wishes to appeal to the Club in general meeting against the resolution.
- 10.5 At a meeting of the Committee to confirm or revoke a resolution passed under sub-rule (10.1) the Committee must--
 - 10.5.1 give the Member, or his or her representative, an opportunity to be heard; and
 - 10.5.2 give due consideration to any written statement submitted by the Member; and
 - 10.5.3 determine by resolution whether to confirm or revoke the resolution.
- 10.6 If at the meeting of the Committee, the Committee confirms the resolution, the Member may, not later than 48 hours after that meeting, give the Secretary or alternatively such person as nominated in Rule 4.3.1 a notice to the effect that he or she wishes to appeal to the Club in general meeting against the resolution.



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Provided always that if the Member, or a representative of the Member, fails to attend such Committee meeting, the right of the Member to give to the Secretary or alternatively such person as nominated in Rule 4.3.1 a notice to the effect that he or she wishes to appeal to the Club in General Meeting against the resolution, the time for the giving of such notice shall be extended to 48 hours after the expiry of two clear business days from the day of posting to the Member, by the Committee, of a letter of advice to the effect that the committee has resolved to uphold the resolution.

- 10.7 If the Secretary or alternatively such person as nominated in Rule 4.3.1 receives a notice under sub-rule (10.6), he or she must notify the Committee and the Committee must convene a general meeting of the Club to be held within 21 days after the date on which the Secretary received the notice.
- 10.8 At a General Meeting of the Club convened under sub-rule (10.7) –
- 10.8.1 no business other than the question of appeal may be conducted; and
 - 10.8.2 the Committee may place before the meeting details of the grounds for the resolution and the reasons for the passing of the resolution; and
 - 10.8.3 the Member, or his or her representative, must be given an opportunity to be heard; and
 - 10.8.4 the Members present must vote by secret ballot on the question whether the resolution should be confirmed or revoked.
- 10.9 A resolution is confirmed if, at the General Meeting, not less than two-thirds of the Members vote in person, in favour of the resolution. In any other case, the resolution is revoked.

Rule 11: Disputes and Mediation

The grievance procedure set out in this Rule applies to disputes under these Rules between:

- 11.1.1 a Member and another Member;
 - 11.1.2 a Member and the Committee
 - 11.1.3 a Member and the Club.
- 11.2 A Member must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed”
- 11.3 The parties to a dispute must attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party.
- 11.4 If the parties to a dispute are unable to resolve the dispute between them within the time required by 11.3 the parties must within ten (10) days:
- 11.4.1 notify the Committee of the dispute; and
 - 11.4.2 agree to or request the appointment of a Mediator; and
 - 11.4.3 attempt in good faith to settle the dispute by mediation.
- 11.5 The Mediator must be:
- 11.5.1 a person chosen by agreement between the parties; or
 - 11.5.2 in the absence of agreement:
 - 11.5.2.1 if the dispute is between a Member and another Member a person appointed by the Committee; or
 - 11.5.2.2 if the dispute is between a Member and the Committee or the Club a person appointed or employed by the Disputes Settlement Centre of Victoria.
- 11.6 A Mediator appointed by the Committee may be a Member or a former member of the Club but in any case must not be a person who:
- 11.6.1 has a personal interest in the dispute; or
 - 11.6.2 is biased in favour of or against any party.



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- 11.7 The Mediator to the dispute in conducting the mediation must:
- 11.7.1 give each party every opportunity to be heard; and
 - 11.7.2 allow due consideration by all parties of any written statement submitted by any party; and
 - 11.7.3 ensure that natural justice is accorded to the parties throughout the mediation process.
- 11.8 The Mediator must not determine the dispute.
- 11.9 The parties to the dispute must bear equally the costs of the mediation and where called upon so to do, pay such costs in advance of the mediation.
- 11.10 If the mediation process does not resolve the dispute the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

Rule 12: The Committee of Management of the Club

- 12.1 The affairs of the Club shall be managed by a Committee of Management (referred to in these Rules as “the Committee” consisting of seven (7) members comprising the President, Vice-President, Captain, Vice-Captain, Secretary/Treasurer and two (2) Committee Members. The Secretary shall be obliged to perform all of the tasks, obligations and functions required of a Secretary in accordance with the Associations Incorporation Reform Act 2012.
- 12.2 The Committee shall comprise the officers and members as set out in the foregoing Rule together with **one (1) representative** of the Woman’s Golfing Sub-Committee. This representative shall be either its President or its Captain and shall be entitled to vote.
- 12.3 The President, Captain, Secretary/Treasurer, and the remaining four (4) Committee members shall be elected from the General Body of Members who are financial Members of the Club and shall be elected for a term of two years. The President and the Captain shall be elected in alternate years.
- 12.4 The Vice-President, Vice-Captain, shall be elected by the members of the Committee at the first Committee meeting held after the Annual General Meeting. In the eventuality that after the election process the position of Secretary/Treasurer remains vacant, then the position shall be filled by the Committee from within its ranks.
- 12.5 The Committee shall be at liberty to co-opt the services of any persons whom the Committee considers qualified and able to assist the Committee in the performance of its role as manager of the Club’s affairs PROVIDED THAT the status of any such co-opted persons is that of observers and advisors and not as voting members of the Committee.
- 12.6 The Committee may, subject to these Rules and the relevant legislation, exercise all such powers and functions as may be exercised by the Club other than those powers and functions that are required by these Rules to be exercised by the Members of the Club and without limiting the foregoing:
- 12.6.1 The Committee shall be entitled from time to time to make By-Laws for the management of the Club and the conduct of the Members and guests, such By-Laws are to be communicated to the Members in a manner determined by the Committee;
 - 12.6.2 Subject to these Rules, the Committee has the power to perform all such acts and things as appear to the Committee to be essential for the proper management of the business and affairs of the Club including but not limited to the appointment or dismissal of staff and/or personnel and contractors.
- 12.7 The Committee, subject to the provisos of this Rule, may raise or borrow for the purpose of the Club any sum or sums of money either upon bank overdraft, or otherwise as it may think fit and with the power to extend the period of repayment or the whole or any part thereof upon such terms and conditions as they may from time to time determine except that the Committee shall not sell, lease, license, mortgage, exchange or otherwise encumber or deal with any part of the club’s real estate, nor purchase, lease or take under license any real estate for the club without the approval of the Members by Special Resolution at a General Meeting convened for that purpose, PROVIDED ALWAYS that the Committee may mortgage or charge the Club’s real estate to facilitate borrowings by the club approved by the Committee, PROVIDED FURTHER that the Committee may not borrow, in aggregate, a sum greater than the sum approved from time to time by the Members of the Club by Special Resolution, at each Annual General Meeting.



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- 12.8 No portion of the income funds and property of the Club may be used to pay a remuneration, dividend, or bonus, whether directly or indirectly, to past or present Committee members or to any person claiming through them for their services as a Committee member.
- 12.9 Notwithstanding Rule 12.8, nothing will prevent the payment of appropriate remuneration to any office bearer or Committee member for any services rendered by them to the Club on terms no less favourable to the Club than a normal arm's length commercial transaction.
- 12.10 Any employee of the Club or contractor to the Club also being a Member shall be ineligible to be a Committee member or officer of the Club.
- 12.11 The Committee shall have the power to appoint from time to time any Sub-Committee from Members of the Club (including Committee members) and to regulate and control such Sub-Committees.

The Committee may delegate to the Sub-Committees such of the powers or duties of the Committee as the Committee may determine, subject always to the Sub-Committee Operating Guidelines, except the power to delegate.

- 12.11.1 The Sub-Committees so appointed from time to time shall consist of no fewer than three (3) members.
- 12.11.2 The Sub-Committees appointed by the Committee may include:
- a. Finance Committee
 - b. Governance Committee
 - c. Match Committee – *renamed the Golf Committee* – incorporating the responsibility of match plus an oversight **only** of course matters which is now the responsibility of the Consultative Committee!
 - d. Consultative Committee
 - e. Membership Committee
 - f. Such other Sub-Committee as the Committee may deem to be necessary from time to time.
- 12.12 The Sub-Committees as indicated in Rule 12.11.2 shall be chaired by a Committee member with the Finance Committee being chaired by the Secretary/Treasurer and the Golf Committee being chaired by the Captain.
- 12.13 The Club's President and the Captain of the day (or their elected alternate/deputy) shall be the Club's representatives on the CGC/Ladcom Consultative Committee.
- 12.3.1 Each of the alternate/deputy shall be members of the Committee and elected by the Committee at the first Committee meeting held after the Club's Annual General Meeting.
- 12.14 The Committee shall be at liberty to co-opt onto any Sub-Committee any persons whom the Committee considers are qualified and able to assist the Sub-Committee in the performance of their delegated duties.
- 12.15 The Committee may recall or revoke any appointment or delegation made in accordance with this Rule 12.11 at any time.
- 12.16 The business of Sub-Committees shall be conducted in accordance with the direction of the Committee and Sub-Committees shall conform to the Rules, any By-Laws or directions that may be presented by the Committee.
- 12.17 All Sub-Committees shall report to the Committee and any decisions of Sub-Committees shall not be binding on the Club or the Committee and shall be presented as Sub-Committee recommendations to the Committee for consideration approval and endorsement by the Committee except where Sub-Committees have been given express power to act by the Committee.
- 12.18 The President shall be an ex-officio non-voting member of all Sub-Committees established by the Committee including the Women's Golf Sub-Committee established under Rule 20.
- 12.19 The members of the Committee and Sub-Committees shall be bound by and commit to the Club's Code of Conduct and shall be required to sign the Code of Conduct Declaration.



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Rule 13: Terms of Tenure of Committee members

- 13.1 Each Committee member and officer of the Club shall be elected for a term of two (2) years, which term shall expire at the conclusion of the Annual General Meeting in the year that term expires, and (subject to the following Rule 13.2) shall be eligible for re-election.
- 13.2 A Committee member who has served three (3) consecutive terms as a Committee member is not eligible for re-election at the Annual General Meeting at which the Committee member's third term concludes, but shall be eligible for re-election at any Annual General Meeting thereafter.
- 13.3 A Committee member who is ineligible for re-election in accordance with the previous Rule 13.2 is eligible to be appointed to fill a casual vacancy on the Committee in accordance with Rule 15 – Casual Vacancies, and at the conclusion of the term of casual appointment is eligible for re-election.
- 13.4 A serving Committee member is eligible for election as President, Club Captain or Treasurer notwithstanding that the Committee member's election to such position would result in the Committee member exceeding the three term limit set out in Rule 13.2, but is ineligible for re-election as a Committee member at the conclusion of the term as President, Club Captain or Treasurer until the Annual General Meeting following the conclusion of the Committee member's term.

Rule 14: Election of Committee members

- 14.1 Every financial Member of the general body of members of the Club as defined in Rule 4.1.1 to 4.1.7 inclusive shall be entitled to be nominated or propose or second any nomination for the Committee. The functions of Secretary in accordance with the Associations Incorporation Reform Act 2012 shall be performed by the Secretary or alternatively such person as nominated in Rule 4.3.1.
- 14.2 In each year, the positions that shall fall vacant will be the positions of those Committee members whose terms have expired by the expiration of time or such other manner as provided in these Rules.
- 14.3 Nominations of candidates for election to fill vacancies on the Committee:
 - 14.3.1 shall be made in writing on a form approved by the Committee from time to time;
 - 14.3.2 shall be signed by a proposer and a seconder both of whom shall be Members entitled to nominate Members for election (not being the candidate);
 - 14.3.3 shall be accompanied by the written consent of the candidate and a brief resume of the candidate's qualifications and experience (which may be endorsed on the form of nomination), and confirming that the nominee has read the Club's current Rules and Statement of Purposes and is prepared to serve as Committee member of the Club as required by the Rules;
 - 14.3.4 shall be delivered to Secretary or alternatively such person as nominated in Rule 4.3.1, together with the form(s) referred to in this Rule, not earlier than fifty (50) days and not later than 35 days prior to the date fixed for the holding of the Annual General Meeting;
 - 14.3.5 shall be prominently displayed in the Clubhouse for at least 21 days immediately preceding the Annual General Meeting.
- 14.4 If Secretary or alternatively such person as nominated in Rule 4.3.1 finds that any nomination contains an anomaly or is not accompanied by the form(s) required by the previous Rule 14.3.4 the Secretary or alternatively such person as nominated in Rule 4.3.1 shall notify the person concerned of the anomaly and where it is practicable to do so, shall give the person concerned the opportunity of remedying the anomaly within a reasonable period from receipt of the notice, notwithstanding the date for submission of nomination may have already passed.
- 14.5 Candidates shall be entitled to nominate for more than one position on the Committee (for example, a candidate may nominate for President and Committee member).



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- 14.6 Serving Committee Members may nominate for election as President, Captain, Honorary Secretary or Financial Controller.
- 14.7 In the event of a serving Committee member being elected to the position of President, Captain, Secretary the or Financial Controller a vacancy will be created in the position of that the serving Committee member vacates, which vacancy shall be filled in accordance with Rule 15 - Casual Vacancies.
- 14.8 If insufficient nominations are received to fill all vacancies on the Committee, the candidates nominated shall be deemed to be elected. Any remaining vacancies shall be deemed to be casual vacancies and shall be filled in accordance with Rule 15 – Casual Vacancies.
- 14.9 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.
- 14.10 If the number of nominations exceeds the number of vacancies to be filled, a ballot shall be held in accordance with these Rules.
- 14.11 In the event of a ballot being required, the Secretary or alternatively such person as nominated in Rule 4.3.1 shall cause a list of the persons nominated for election to the Committee to be displayed in a conspicuous place at the Club House for a period of at least twenty one (21) days prior to the Annual General Meeting in the year of the election.
- 14.12 In the event of a ballot being required the ballot shall be conducted in such reasonable manner as approved by the Committee, so as to ensure each Member as defined in Rule 4.1.1 to 4.1.7 inclusive is afforded one secret vote, and if the Committee fails to stipulate other means of conducting the ballot the following shall apply:
- 14.12.1 The person defined as Returning Officer in Rule 1.1 Definitions shall be the Returning Officer for the purposes of the ballot prior to the service of notice of the Annual General Meeting.
- 14.12.2 Ballot papers containing the names of all the candidates and the position for which they have nominated shall be prepared by the Secretary or alternatively such person as nominated in Rule 4.3.1 and initialled by the Returning Officer.
- 14.12.3 The names of the candidates shall be arranged on the ballot paper in order determined by lot by the Returning Officer.
- 14.12.4 The Secretary or alternatively such person as nominated in Rule 4.3.1 will post the ballot papers together with the notice of Annual General Meeting to each Member eligible to vote in elections together with two (2) envelopes:
- 14.12.4.1 one envelope marked **“Voting Paper”** (this is the OUTER ENVELOPE) and on the back of which the voting Member shall write and sign his/her name.
- 14.12.4.2 the other envelope marked only with the words **“Ballot Paper”** (this is the INNER ENVELOPE) and without any other markings.
- 14.12.5 Members may complete the ballot paper and place the completed ballot paper in the INNER ENVELOPE marked **“Ballot Paper”** and seal the INNER ENVELOPE.
- 14.12.6 Members then place the sealed INNER ENVELOPE containing the ballot paper in the OUTER ENVELOPE marked **“Voting Paper”** and seal the OUTER ENVELOPE and return the sealed OUTER ENVELOPE to the Returning Officer, **by hand or Australia Post**, no later than forty eight hours (48) prior to the Annual General Meeting **or such time and date as determined by the Committee.**



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- 14.12.7 The Returning Officer shall keep a record of each Member who has cast a vote and shall remove the OUTER ENVELOPES marked “**Voting Paper**”. The Returning Officer shall initial the INNER ENVELOPES marked “**Ballot Paper**” containing the “**Ballot Paper**”
- 14.13 At the closure of the Ballot the Returning Officer and two tellers/scrutineers appointed by him/her shall open the INNER ENVELOPES and count all votes cast and shall report the outcome of the ballot to the Chairman of the Annual General Meeting during the Annual General Meeting.
- 14.14 If the Position of President is vacant, the Returning Officer and tellers/scrutineers shall first count the votes for President and then count the voted for the vacant Committee positions.
- 14.15 In the event that a candidate for President is unsuccessful, any votes received for that unsuccessful candidate shall be counted as votes for the candidate as a Committee member, unless the candidate has specifically stated that the candidate is not a candidate for a Committee position or is precluded by Rule 13.4
- 14.16 In the event that the successful candidate for President also receives votes for a Committee position, the votes cast for the successful Presidential candidate will be disregarded in the ballot for the Committee members and the Returning Officer and tellers/scrutineers shall give effect to the voter(s) preferences for the Committee positions as indicated on the ballot paper.
- 14.17 The Returning Officer and the tellers/scrutineers shall validate preferences clearly indicated on the voting paper in the event that the Committee has determined that a preferential voting process will apply even if the voting paper has not been completed in the manner required by the Committee.
- 14.18 In the event of a dispute between the Returning Officer and the tellers/scrutineers, the decision of the majority of the Returning Officer and tellers/scrutineers will apply.
- 14.19 In the event of two or more candidates receiving an equal number of votes for the same position, the Returning Officer and tellers/scrutineers shall decide the winner by lot.
- 14.20 A record shall be kept by the Returning Officer of the number of Members voting and the number of votes cast.
- 14.21 Where an insufficient number of nominations has been received, or where the election has resulted in a position on the Committee becoming vacant (because an existing Committee Member is elected as President), a casual vacancy shall occur and may be filled by the Committee in accordance with Rule 15.

Rule 15: Casual Vacancies

- 15.1 For the purpose of these Rules, a casual vacancy occurs in the position of a Committee member if:
- 15.1.1 the Committee member ceases to be a Member of the Club in accordance with Rule 4.6;
- 15.1.2 the Committee member’s Membership of the Club is suspended in accordance with Rule 10;
- 15.1.3 the Committee member is absent from three consecutive meetings of the Committee without being granted leave of absence by the Chairperson;
- 15.1.4 the Committee member is removed in accordance with Rules 16 or 17;
- 15.1.5 the Committee member resigns the position by notice in writing given to the Secretary;
- 15.1.6 the Committee member is removed from the Committee in accordance with these Rules by the Members at a General Meeting and the Members do not appoint a replacement Committee member at that meeting;
- 15.1.7 the Committee member’s position is not filled at an election at the Annual General Meeting held in accordance with these Rules.



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- 15.2 In the event of a casual vacancy occurring in the office of President, the Committee may appoint one of the Committee members to the vacant office thus creating a casual vacancy in the position of Committee member, and the Committee member appointed as President shall hold office until the conclusion of the Annual General Meeting following the appointment, notwithstanding that the appointee may exceed the three (3) term limit set out in Rule 13.2.
- 15.3 In the event of a casual vacancy occurring in the position of Committee member the Committee may appoint a Member of the Club who is eligible for election to the Committee to fill the vacancy and the Member so appointed shall hold the position for the remainder of the term that the vacating Committee member would have served.
- 15.4 Subject to the following Rule 15.5, the Committee shall have the unfettered discretion as to whether or not to fill any casual vacancy on the Committee.
- 15.5 In the event of there being three (3) or more casual vacancies at any one time the remaining Committee members shall, without any other authority than this Rule, convene an Extraordinary Meeting of the Club to be held within one (1) month of the departure of the third vacating Committee member for the purpose of appointing Members to fill the three (3) casual vacancies.
- 15.6 The appointment of the Members to the casual vacancies shall be completed in such reasonable manner as the remaining Committee members determine.

Rule 16: Removal of Committee member and Appeals by Committee members

- 16.1 The Members in a General Meeting may by ordinary resolution remove any Committee member before the expiration of the Committee member's term and appoint another Member in the Committee member's stead to hold office until the expiration of the term of the first-mentioned Committee member.
- 16.2 In the event that a Committee member is removed in accordance with the previous Rule 16.1 the removal of the Committee member is not invalidated by the fact that the Members did not appoint another Member to the Committee, and in the event that another Member is not appointed to the Committee, a casual vacancy shall exist for the Committee position.
- 16.3 A Committee member to whom a resolution referred to in Rule 16.1 is directed may make written representations of reasonable length to the Secretary, and the Secretary shall ensure that a copy of these representations is sent to each Member of the Club who is entitled to vote at General Meetings and/or the Committee member may require that the representations are read to the Members at the General Meeting prior to the Members voting on the resolution to remove the Committee member.

Rule 17: Conflict of Interest

- 17.1 The office of a Committee member shall become vacant if the Committee member has a material personal interest in a matter that relates to the affairs of the Club UNLESS the Committee member has declared the Committee member's interest AND the Committee members who do not have a material personal interest in the matter pass a resolution that the interest is not of a nature to require the position of the Committee member to become vacant or the Club in General Meeting resolves in accordance with Rule 17.4 that the Committee member's office is not vacated.
- 17.2 A Committee member who has a material personal interest in a matter that relates to the affairs of the Club must not act as a Committee member in any way until the Committee members who do not have a material personal interest in the matter pass a resolution that the interest is not of a nature to require the office of the Committee member to become vacant or the Members in General Meeting pass a resolution that the office of the Committee member with the material personal interest is not vacated.



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- 17.3 A Committee member who has a material personal interest in a matter that relates to the affairs of the Club may not take part in any decision regarding the matter in which the Committee member has a material personal interest including, but not limited to, participating in any discussion or vote about the matter or any related matters notwithstanding that the Committee members who do not have a material interest in the matter pass a resolution that the interest is not of a nature to require the office of the Committee member to become vacant.
- 17.4 In the event that a Committee member has a material personal interest in a matter that relates to the affairs of the Club and the Committee members who do not have a material personal interest in the matter fail to pass a resolution that the interest is not of a nature to require the office of the Committee member to become vacant, the Committee member with the material personal interest may give written notice to the Secretary that the Committee member wishes to have the issue of whether or not the Committee member's office becomes vacant determined by the Club in General Meeting.
- 17.5 If the Secretary receives a notice under Rule 17.4, the Secretary shall notify the Committee and the Committee must convene a General Meeting of the Club to be held within twenty eight (28) days after the date on which the Secretary received the notice.
- 17.6 At a General Meeting of the Club under Rule 17.5:
- 17.6.1 the Committee may place before the meeting the details of the Committee member's material personal interest and the reasons why the Committee considers that the office of the Committee member with the material personal interest should be vacated;
 - 17.6.2 no business other than the question of the Committee member's material personal interest may be conducted; and
 - 17.6.3 the Committee member with the material personal interest, or his/her representative, must be given an opportunity to be heard; and
 - 17.6.4 the Members present must vote on the question whether the office of the Committee member with the material personal interest should be vacated.
- 17.7 The office of the Committee member with the material personal interest shall be vacated if Members who are eligible to vote, by simple majority, vote in favour of the resolution.

Rule 18: Meetings of the Committee

- 18.1 The Committee shall hold meetings on a periodic basis as often as necessary but not less than once every two (2) calendar months.
- 18.2 Committee meetings may be convened in any way approved by the Committee, and attendance may be by telephone or conference call or such other reasonable means as agreed by the Committee.
- 18.3 The President or any two (2) Committee members may require the Secretary to convene a special meeting of the Committee, and the Secretary shall on the requisition of the President or two (2) Committee members convene a special meeting of the Committee.
- 18.4 No business shall be transacted at any meeting unless each Committee member has been given reasonable notice of the meeting.
- 18.5 Any 50% plus one (1) Committee members present shall constitute a quorum for the transaction of the business of a meeting of the Committee.
- 18.6 No business shall be transacted at a Committee Meeting unless a quorum is present and if within thirty (30) minutes of the time appointed for the meeting a quorum is not present the Chairman shall adjourn the meeting to an appropriate time and place unless the meeting was a meeting requisitioned by a Committee member pursuant to Rule 18.3 in which case it lapses.
- 18.7 In the event that a meeting is adjourned in accordance with Rule 18.6, each Committee member shall be notified of the place and time for the reconvening of the meeting.



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- 18.8 At meetings of the Committee:
- 18.8.1 the President shall preside as Chairman; or
- 18.8.2 if the President is absent, the Vice-President or such one of the remaining Committee members as may be chosen by the Committee members present shall preside as Chairman.
- 18.9 Questions arising at a meeting of the Committee or of any Sub-Committee appointed by the Committee shall be determined on a show of hands or, if demanded by two (2) Committee members, by a poll taken in such a manner as the person presiding at the meeting may determine.
- 18.10 Decisions of the Committee shall be determined by Ordinary Resolution.
- 18.11 Each member of the Committee shall have one vote and the person presiding over the meeting shall have, in addition, where there is an equality of votes on any question, a second or casting vote.
- 18.12 Subject to the requirement for a quorum the Committee may act notwithstanding any vacancy on the Committee.
- 18.13 Meetings of the Committee shall be recorded in minutes kept for the purpose.

Rule 19: Validating Acts of the Committee

All acts done by any meeting of the Committee or a Sub-Committee of the Committee or by any person acting as a Committee member shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such person or persons acting as aforesaid or that they or any of them were disqualified, be as valid as if any such person had been duly appointed and was qualified to be a Committee member.

Rule 20: Women's Golf Sub-Committee - reconsider in line with COM decision

- 20.1 In addition to any other Sub-Committee established in accordance with these Rules, there shall be Women's Golf Sub-Committee. This Sub-Committee shall consist of eight (8) members comprising:
- a Women's President
 - a Women's Vice-President
 - a Women's Captain
 - a Women's Vice-Captain
 - a Women's Secretary
 - a Women's Handicapper and
 - two (2) committee members.
- 20.2 Subject always to direction from the Committee and these Rules, the Women's Golf Sub-Committee shall be responsible for the conduct of women-only golf events and the establishments of By Laws for the conduct of women-only golf events which By Laws shall require the approval of the Committee.
- 20.3 The Women's President, Captain and Secretary and the remaining five (5) committee members shall be elected by the financial Women Members of the Club and shall be elected for a term of two (2) years.
- 20.4 The Women's President and the Women's Captain shall be elected in alternate years in accordance with Rule 20.6 for a term of two (2) years.
- 20.5 The Women's Vice-President, Vice-Captain and Handicapper shall be elected by the members of the Women's Sub-Committee at the first meeting of the Sub-Committee held after the Annual General Meeting.
- 20.6 Each year the Committee shall facilitate the convening of the Annual Women's Golf Meeting of Members who are eligible to vote and who are women.



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- 20.7 At the Annual Women's Golf Meeting the Women Members who are eligible to vote shall elect the members of the Women's Golf Sub-Committee from amongst their own number.
- 20.8 The election for members of the Women's Golf Sub-Committee shall be conducted in the same manner, with *any* necessary modifications, as the election for Committee members, and the same provisions in respect of eligibility for re-election and filling casual vacancies as apply to Committee members shall apply to the positions on the Women's Golf Sub-Committee.
- 20.9 The provisions in respect of eligibility for re-election of Committee member shall not apply for positions on the Women's Golf Sub-Committee.
- 20.10 The provisions for filling of casual vacancies as apply to Committee members shall apply to the positions on the Women's Golf Sub-Committee with any necessary modifications.
- 20.11 The Women's Golf Sub-Committee shall meet periodically as required and the provisions for the conduct of Committee Meetings shall, with any necessary modifications, apply to the conduct of Women's Golf Sub-Committee meetings.

Rule 21: Club Manager

- 21.1 The Committee shall be empowered to employ a natural person as Club Manager on terms and conditions that the Committee considers appropriate and who shall be required to act diligently, honestly and faithfully in the best interests of the Club and carry out the directions of the Committee and who may be the Club's Secretary for the purposes of the Act. If appointed, such terms and conditions shall include, but be not limited to, that such manager shall devote his/her full time and attention to the management of the Club, during normal working specified in such contract, and shall not during such time, engage in any other business or occupation.
- 21.2 Without limiting the previous Rule 21.1, in particular the Club Manager shall perform all duties assigned to the Club Manager in these Rules and shall also:
- 21.2.1 cause to be kept at a location to be determined by the Committee from time to time a Register of the Members setting forth in full the names, addresses, contact details and date of joining of all Members of the Club and the date of the last payment by each Member of the Member's subscription;
- 21.2.2 cause to be kept correct Minutes of the proceedings of all meetings of the Committee and of the Members in records provided for the purpose and shall cause to be performed all duties these Rules require the Club Manager to perform;
- 21.2.3 unless determined otherwise by the Committee from time to time, cause to be prepared and lodged with the relevant authorities all financial statements returns, statements and forms in accordance with relevant legislation.
- 21.3 In the absence of a Club Manager, the Secretary or such Committee member(s) nominated by the Committee shall be responsible for performing the duties of the Club Manager.

Rule 22: Indemnity and Legal Proceedings

- 22.1 Every Officer, and Committee member and Member of the Club acting with authority and responsibility delegated to the Member by the Committee to act on behalf of the Club shall be indemnified out of the assets of the Club against any liability arising out of the execution of the duties of their office which is incurred by them in defending any proceedings whether civil or criminal in which judgment is given in their favour or in which they are acquitted or in connection with any application under the Associations Incorporation Reform Act 2012 of Victoria and any amendments thereof in which relief is granted to them by the court in respect of any alleged negligence, default or breach of trust.



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- 22.2 No Officer or Committee member of the club shall be liable for the acts, receipts, neglects and defaults of any other Officer or Committee member of the Club or any loss or expense happening to the Club through the insufficiency or deficiency of title to any property acquired by order of the Committee for and on behalf of the Club or for the insufficiencies or deficiency of any security in or upon which any Monies of the Club shall be invested or for any loss or damage arising from the bankruptcy or tortuous act of any person owing moneys to the Club or with whom any moneys securities or effects shall be deposited or for any loss occasioned by any error or judgment oversight on their part or for any other loss damage or misfortune whatever which shall happen in execution of the duties of their office or in relation thereof unless the same happen through their own dishonesty.
- 22.3 No action or legal proceedings whatsoever whether at law or in equity shall be taken or instituted be any Member against the Committee or the Club or any officer of the Club in respect of any decision proceedings resolution matter or being whatsoever done omitted passed carried or sanctioned by the Committee, Club or officer and notwithstanding any irregularity or informality in or in relation to such decision proceeding resolution matter or thing and in the event of any such action or proceeding being instituted the production of these Rules shall be the complete answer thereto.
- 22.4 The Committee shall ensure that the Club maintains appropriate insurance cover to indemnify Committee members and Members in accordance with the indemnity contained in this Rule 22, and without limiting the effect of the indemnity contained in this Rule 22, to cover the costs and expenses incurred by the person in defending any proceedings whether civil or criminal and regardless of the outcome of those proceedings.

Rule 23: Custody of Accounts and Records

- 23.1 Except as otherwise provided in these Rules, the Secretary shall keep in his/her custody or control, all books, financial records, documents and securities of the Club.
- 23.2 Members may on request inspect free of charge:
- The Register of Members;
 - The Minutes of General Meetings;
 - Subject to sub-rule 23.3, the financial records, books, securities and other relevant documents of the Club including Minutes of the Committee meetings.
- 23.3 The Committee may refuse to permit a member to inspect records of the Association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Club.
- 23.4 The Committee must on request make copies of these Rules available to Members and applicants for membership free of charge.
- 23.5 The Committee shall determine whether a request made by a Member pursuant to Rule 23.2 is for a purpose related to the good conduct of the Club and may refuse a Member access to any relevant documents if it deems that the request is not, in the opinion of the Committee, related to the good conduct of the Club.

Rule 24: Common Seal

- 24.1 The Common Seal of the Club shall be kept in custody of the Secretary.
- 24.2 The Common Seal shall not be affixed to any instrument except by the authority of the Committee.
- 24.3 The affixing of the Common Seal shall be attested by the signatures by either of the President or the Secretary and one other member of the Committee.



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Rule 25: Financial Year

The financial year of the Club shall commence on the first day of September in each year and shall end on the last day of August the following year.

Rule 26: Annual Report

- 26.1 At the end of each financial year the Committee shall arrange for the Annual Report of the Club's activities for that year inclusive of the audited Financial Statements to be prepared.
- 26.2 Such report shall be considered and approved by the Committee at a meeting prior to the Annual General Meeting.
- 26.3 The Annual Report and Financial Statements shall be presented to the Members at the Annual General Meeting.
- 26.4 Any Member may request further information relating to the audited Financial Statements to be presented to the Annual General Meeting. Such request shall be in writing only and shall reach the Secretary at least seven (7) days prior to the Annual General Meeting where it shall be dealt with.

Rule 27: Annual General Meeting

- 27.1 There shall be an Annual General Meeting of the Club held not later than five (5) months after the end of the Club's Financial Year in accordance with the requirements of the Associations Incorporation Reform Act 2012 and at such day and time and at such place as the Committee shall determine to deal with the Club's Ordinary Business.
- 27.2 The Annual General Meeting shall be specified as such in the notice convening it.
- 27.3 The Ordinary Business of the Annual General Meeting shall be:
 - 27.3.1 to confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
 - 27.3.2 to receive the Annual Report of the Club;
 - 27.3.3 to receive and consider the audited Financial Statements submitted by the Club in accordance with relevant legislation;
 - 27.3.4 to receive the auditor's report and to appoint auditors for the following year; and
 - 27.3.5 to declare the outcome of the election for members of the Committee to fill the vacancies occurring on the Committee and the office bearers elected for the ensuing year in accordance with these Rules (in the event that the counting of the votes is not completed prior to the conclusion of the Annual General Meeting, the outcome of the election will be declared by the Chairman of the Annual General Meeting upon receipt of the result from the Returning Officer and tellers).
- 27.4 The Annual General Meeting may transact special business of which notice has been given in accordance with these Rules.
- 27.5 The Committee may bring any motion or business to an Annual General Meeting that does not relate to the Ordinary Business of the Club and such motion or business must be included in the agenda for the next Annual General Meeting.
- 27.6 A Member wishing to bring any motion or business before an Annual General Meeting that does not relate to the Ordinary Business of the Club must give notice in writing to the Secretary at least thirty five (35) days before the day of the Annual General Meeting. The Secretary must include such motion or business in the agenda for the next Annual General Meeting.



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- 27.7 No motion or business other than Ordinary Business of the Club or business brought forward by the Secretary under Rule 26.4 or Rule 27.5 or Rule 27.6 can become before the Annual General Meeting of the Club.
- 27.8 All business before an Annual General Meeting must be determined by Ordinary Resolution unless the Rules provide that the business be determined by Extraordinary Resolution or Special Resolution.
- 27.9 The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year.

Rule 28: Extraordinary General Meeting

- 28.1 All General Meetings other than the Annual General Meeting shall be called Extraordinary Meetings.
- 28.2 The Committee may at any time convene an Extraordinary Meeting.
- 28.3 The Committee must within forty (40) days of receipt of a requisition from Members hold an Extraordinary Meeting. A requisition shall:
- i. be in writing and addressed and delivered to the Secretary;
 - ii. state the objective and purpose of the Extraordinary Meeting, including a Notice of Motion; and
 - iii. state the name of and be signed by at least five (5) percent of Members who are eligible to vote at a General Meeting of Members of the Club.
- 28.4 The Committee must give Notice as specified in Rule 28.3 for each Extraordinary General Meeting and this Notice shall include a printed copy of the requisition.
- 28.5 If the Committee does not hold an Extraordinary General Meeting within the time specified in Rule 28.3, the Members making the requisition, or any of them, may convene an Extraordinary Meeting and must give the notice specified in Rule 28.3.
- 28.6 An Extraordinary General Meeting convened by Members in pursuance of this Rule shall be convened in the same manner as nearly as possible as General Meetings convened by the Committee and all reasonable expenses incurred in convening the meeting shall be refunded by the Club to the persons incurring the expenses.
- 28.7 All business before an Extraordinary Meeting must be determined by ordinary resolution unless the Rules provide that the business must be determined by Extraordinary Resolution or Special Resolution.

Rule 29: Conduct of General Meetings

- 29.1 The President shall preside as Chairman at each of the General Meetings of the Club.
- 29.2 In the absence of the President, the Vice-President shall preside as Chairman of each of the General Meetings of the Club.
- 29.3 In the absence of both the President and the Vice-President a Committee member to be chosen by the Members present will be entitled to chair a General Meeting.
- 29.4 All business that is transacted at an Extraordinary General Meeting and all business that is transacted at the Annual General Meeting, with the exception of that specifically referred to in these Rules as being the ordinary business of the Annual General Meeting, shall be deemed to be special business.
- 29.5 No item of business shall be transacted at a General Meeting unless a quorum of Members entitled under these Rules to vote is present during the time when the meeting is considering that item.



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- 29.6 A quorum in respect of all General Meetings, Annual General Meetings and all Extraordinary General Meetings shall be twenty five (25) Members entitled to vote and present in person.
- 29.7 If within thirty (30) minutes after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting if convened upon a requisition of Members shall be dissolved and in any other case shall stand adjourned to the same day in the next week at the same time and the same place – unless another place or time is specified by the Chairman at the time of the adjournment and by written notice to Members given before the day to which the meeting is adjourned – and if at the adjourned meeting the quorum is not present within thirty (30) minutes after the time appointed for the commencement of the meeting, the Members present (being not less than ten [10]) shall be a quorum.
- 29.8 The Chairman of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting to a time and place agreed by the meeting, but no business shall be transacted at an adjourned meeting other than business left unfinished at the meeting at which the adjournment took place.
- 29.9 Where a meeting is adjourned for fourteen (14) days or more, a notice of the adjourned meeting shall be given as in the case of the General Meeting.
- 29.10 Except as provided in Rule 29.9, or when the time and place for the adjourned meeting is not agreed upon at the meeting, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 29.11 A question arising at a General Meeting of the Club shall be determined on a show of hands and unless before or on the declaration of a show of hands a poll is demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, and an entry to that effect in the minute book of the Club is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against that resolution.
- 29.12 Upon any question arising at a General Meeting, each Member in attendance and entitled to vote has one vote only, except in the event of equality of votes when the Chairman shall have a second or casting vote.
- 29.13 Subject to the following Rule 29.14, all votes shall be given personally or if approved by the Committee from time to time, by postal vote. Proxy voting shall not be allowed.
- 29.14 No postal votes shall be allowed on the question of a special resolution and/or an extraordinary resolution.
- 29.15 If the Committee determines to allow a postal vote on any matter to be put before the General Meeting, the postal vote shall be conducted in such a reasonable manner as determined by the Committee.
- 29.16 If at a meeting a poll on any question is demanded by not less than ten (10) Members, it shall be taken at that meeting, in such a manner as the Chairman may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.
- 29.17 A poll that is demanded on the election of a Chairman or on a question of an adjournment shall be taken forthwith and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the Chairman may direct.
- 29.18 If a Member in attendance at a General Meeting either personally abstains from voting on a resolution, the Member's vote will not be included in the calculation of whether the required majority was in favour of the resolution.
- 29.19 A Member is not entitled to vote at any General Meeting unless all subscriptions and fees due and payable to the Club have been paid.



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- 29.20 All resolutions passed at any General Meeting held in conformity with these Rules shall be conclusive and binding on all Members whether they have been present at such meeting or not.
- 29.21 The Committee will cause minutes of General Meetings of the Club and the names of those present at the General Meetings to be regularly entered in books provided for the purpose.

Rule 30: Notice of Meetings

- 30.1 In the case of Annual General Meetings, the Secretary must provide a preliminary notice in accordance with Rule 30.2. The preliminary notice is in addition to the notice referred to in 30.3.
- 30.2 The Secretary shall at least forty five (45) days prior to the date fixed for the Annual General Meeting, post a preliminary notice on the notice board at the Club House and/or in the Club's newsletter advising Members of:
- 30.2.1 the place date and time of the Annual General Meeting;
- 30.2.2 the number of Committee members to be elected and how to nominate for election as a Committee Member;
- 30.2.3 the required to lodge notice of special business with the Secretary at least thirty five (35) days prior to the date fixed for the Annual General Meeting.
- 30.3 In the case of both Annual General Meetings and Special General Meetings the Secretary Shall at least twenty one (21) days before the date fixed for holding a General Meeting, cause a notice of the meeting to posted on the notice board in the Club House and mailed by pre-paid post to all Members eligible to vote or delivered by way of electronic mail or facsimile.
- 30.4 The notice of General Meeting shall state the place, date and time of the meeting and the nature of the business to be transacted at the General Meeting.
- 30.5 No business other than that set out in the notice convening the General Meeting shall be transacted at the General Meeting.
- 30.6 A Member desiring to bring any business before a General Meeting may give notice of that business to the Secretary at least twenty eight (28) days prior to the meeting and the Secretary shall include that business in the notice calling the next General Meeting after the receipt of the notice.
- 30.7 If any Member does not receive the notice specified in Rule 30.3, it does not invalidate the proceedings of any General Meeting.

Rule 31: Service of Notices

- 31.1 All notices, unless otherwise provided for in these Rules, may be served by or on behalf of the Club upon any Member personally or by sending it through the post to the Member at the Member's address shown in the Register of Members.
- The Club may serve all such notices by electronic transmission upon Members who have provided an electronic address and such service shall be deemed successful and made upon the date of sending unless the Club is notified that such transmission has failed.
- 31.2 Where the document is properly addressed, pre-paid and posted to a person as a letter, the document shall, unless the contrary is proved, be deemed to have been to the person at the time at which the letter would have been delivered in the ordinary course of post.
- 31.3 The non-receipt of a notice will not invalidate the proceedings of a meeting.
- 31.4 Where a given number of days notice is required to be given, the day of service will, unless it is provided otherwise, be counted in the number of days.



CURLEWIS GOLF CLUB INCORPORATED RULES

Rule 32: Acquisition Disposal and/or Change of Use of Real Estate

- 32.1 For the purposes of this Rule, Real Estate shall be as defined by the Australian Property Institute and the Property Council of Australia as follows -
'Real Estate: Physical land and those human-made items which attach to the land. It is the physical tangible 'thing' which can be seen and touched, together with all additions on, above or below ground.'
- 32.2 Any and all proposals for the acquisition of new real estate, disposal of and/or change in use of any and all real estate as owned by the Club shall be fully financially costed with the benefits to the Club and the Members being fully and clearly articulated.
- 32.3 Any such proposal shall be placed before the General Body of Members by way of a Special Resolution for consideration by Members at the Annual General Meeting or an Extraordinary General Meeting of Members specifically called for that purpose.

Rule 33: Privilege

- 33.1 The following matters and things shall be privileged:
- 33.1.1 all communications addressed to a Member regarding any complaint against a Member.
- 33.1.2 All proceedings conducted by the Committee Club and Club Executives regarding any complaint affecting any Member.

Rule 34: Removal of or Damage to Club Property

- 34.1 No person shall remove from the Club premises any property of the Club nor damage, deface or destroy any Club property. Any Person committing a breach of this Rule shall forthwith replace any property so removed and shall pay to the Treasurer/Financial Controller such sum as shall be demanded in respect of any property damaged, defaced or destroyed save that any damage, defacement or destruction caused by any visitor or the value of any property removed shall be made good by the Member introducing such visitor.

Rule 35: Delegates

- 35.1 Any and all delegates to any golf organisation with which the Club may from time to time be affiliated shall be appointed by the Match Golf Committee or other relevant Sub-Committee and shall be ratified by the Committee.

Rule 36: Transitional Provisions

- 36.1 Upon the approval of these Rules by the Registrar for Associated Incorporations ('the approval):
- 36.1.1 the President who was serving immediately prior to the approval shall be the President;
- 36.1.2 the Committee members who were serving immediately prior to the approval shall be the Ordinary Committee members.
- 36.1.3 The sum of four hundred and fifty thousand dollars (\$450,000.00) is the presently approved limit of aggregate Club debt for the purpose of Rule 12.7

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