



# MARGARET RIVER GOLF CLUB INCORPORATED

## CONSTITUTION

### 1) NAME

The name of The Club is Margaret River Golf Club Incorporated.

### 2) OBJECTS

- a) The principal objects are to establish, maintain and conduct a club for golf and to support the recreational, social, sporting, cultural and community dimensions of that interest. These objects include the provision of facilities for the pursuit of literary, scientific, athletic, and professional and any other lawful purpose that provides benefits and enjoyment for the Members of The Club.
- b) To borrow, raise or secure the payment of money for the purpose of the future development of The Club in such manner as the Members think fit. This may include real estate development or other such activity as determined by the Members.
- c) To maintain a Club License under the current Liquor Act and its amendments.
- d) To provide and maintain a Clubhouse and Golf Course for the use of the Members.

### 3) NOT FOR PROFIT

The property and income of The Club shall be applied solely towards the promotion of the objects of The Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to Members, except in good faith in the promotion of those objects.

### 4) DEFINITIONS

In reading this Constitution, unless the context otherwise indicates or requires:

- a) "AGM" means an Annual General Meeting.
- b) "Books of the Association" means: the Members Register; the Record of Office Holders; and The Club Constitution.
- c) "Club Notice Board" means any location within or adjacent to The Clubhouse being part of The Club Premises and to which all Members have access when The Clubhouse is open, appropriate for the posting of the relevant notice.
- d) "Commissioner" means: the person for the time being designated as the Commissioner under Section 153 of the Associations Incorporation Act 2015.
- e) "Financial Year" means from the first of July each year, until the following 30th of June.
- f) "General Meeting" means a General Meeting of The Club whether Annual or Special
- g) "Liquor Act" means the Liquor Control Act 1988, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
- h) "Membership Year" means from the first of July each year, until the following 30th of June.



- i) "Month" means a calendar month.
- j) "Rules" means the rules stated in this document.
- k) "Special General Meeting" means a General Meeting, called in accordance with Rule 9, at which only business that has been described in the Notice may be transacted.
- l) "The Act" means the Associations Incorporation Act 2015, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
- m) "The By-Laws" means the codes of extra rules and procedures (not inconsistent with these Rules) made and adopted in accordance with Rule 15(k) and made available on The Club Premises at all times.
- n) "The Club" means Margaret River Golf Club Incorporated.
- o) "The Club Premises" means all land, building and structures of which The Club is the bona fide occupier.
- p) "The Committee" means the Committee for The Club, duly elected for the time being in accordance with these Rules.
- q) "Voting rights" means: the rights of a financial member to propose or second an application for membership, petition for, and move or second a motion, speak and vote at, all general meetings and nominate for a position on the Committee.
- r) Other terms used in these Rules or the By-Laws and defined in any law applicable to The Club, shall bear the meaning defined by that law.

## 5) MEMBERSHIP CATEGORIES

The Club shall keep an up to date register of Members. This register must be continually available for inspection at The Club Premises. The register must be updated within 28 days of any change and in the case of suspension or expulsion, must show the date and reasons. Residential, postal or email address can be nominated for the Members' register.

Membership of The Club shall consist of the categories stated in Table 1 attached, each subject to the respective requirements and enjoying the respective Membership rights stated in Table 1.

## 6) APPLICATION TO BECOME A MEMBER

- a) Any person desiring to become a Member, other than a Social, Temporary, Reciprocal or Honorary Member shall submit a signed application form bearing the signatures of two Members over the age of 21 years who are entitled to act as a proposer and seconder (reference Table 1. When the Manager receives the application form, it shall be posted in The Club Premises for at least 7 days before consideration by the Committee, provided also that an interval of not less than 2 weeks shall elapse between nomination and consideration. The applicant will then be accepted or denied membership by the Committee.
- b) No person shall be entitled to exercise any of the privileges of a Member until they have arranged payment of all subscriptions due by them.
- c) The Committee shall have the right to refuse to admit any person to membership without assigning any reason for doing so.
  - i) Applicants whose membership has been rejected shall not be eligible to reapply for membership for a period of one year from the time of application.
  - ii) Applicants whose membership has been rejected shall not attend the Club as a guest of any member for a period of one year from application.



- iii) On the acceptance by the Committee of each Member the Manager shall notify them and they shall, on arrangement of payment of their subscription, be enrolled as a Member and become entitled to the privileges and be bound by the Rules of The Club and by all consequences resulting from breach or non-performance and shall absolve every person concerned in carrying out enforcing such rules from all personal responsibility or legal liability on such account.

## 7) MEMBERS' RIGHTS

- a) All Members have the right to use the Golf Course and Club Premises in compliance with their membership category Rules, the By-laws and the current Liquor Licensing Act and its Amendments. However, unless a person is a Full or Life Member of The Club they shall have no say in the management of The Club, nor enjoy Voting Rights.
- b) The rights and privileges of every Member shall be personal and shall not be in any manner transferable by their own act or through any other person on their behalf or by operation of law.
- c) The Committee, Manager or Approved Manager may revoke the membership of any Honorary, Temporary or Provisional Member at any time without notice.
- d) All members, upon successful registration, will be supplied with an electronic copy of The Club Constitution or will be directed to obtain a copy of The Club Constitution from The Club's website.
- e) Members may inspect Minutes of Committee Meetings which are to be promptly collated in a file in The Club Premises.
- f) Upon request, a Member is able to inspect the Books of the Association at such time and place as is mutually convenient to The Club and the Member:
  - i) A Member must contact the Manager to request to inspect the Register.
  - ii) The Member may make a copy of details from the Register but has no right to remove the Register for that purpose.
  - iii) A Member may make a request in writing for a copy of the Register.
  - iv) The Club may charge a reasonable fee to the Member for providing a copy of the Register, the amount to be determined by the Committee from time to time.
  - v) A Member must not use or disclose the information on the Register:
- to gain access to information that a Member has deliberately denied them (that is, in the case of social, family or legal differences or disputes);
- to contact, send material to The Club or a Member for the purpose of advertising for political, religious, ideological, charitable or commercial purposes, or
- for any other purpose unless the use of the information is approved by the Committee and for a purpose:
  - that is directly connected with the affairs of The Club; or
  - related to the provision of the information to the Commissioner in accordance with a requirement of the Act.
- The Committee may require a Member who requests a copy of the Register to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of The Club.
- g) Members who are employees of The Club are entitled to all the rights and privileges of Membership excluding those rights concerned with the nomination, selection, election and holding of office with The Club.
- h) Cessation of Membership: A person ceases to be a Member when any of the following takes place ;



- i) for a Member who is an individual, the individual dies;
- ii) for a person whose title represents a corporate member, the body corporate is wound up;
- iii) the person resigns from The Club;
- iv) the person is expelled from The Club under Rule 20;
- v) the person ceases to be a Member under Rule 7(c).

The Manager will keep a record on file of the date on which the person ceased to be a Member.

A Member may resign from membership of The Club by giving written notice of the resignation to the Manager:

The resignation takes effect when the Manager receives the notice; or if a later time is stated in the notice, at that later time.

A person who has resigned from membership of The Club remains liable for any fees that are owed to The Club at the time of resignation, which may be recovered by The Club in a court of competent jurisdiction as a debt due to The Club.

i) Guests:

All Members shall be at liberty to invite guests to The Club, but the number of guests shall not exceed the Maximum number as contained in Section 48(4)(b) of the Liquor Act. A Member may hold private family and business functions without limit to number of guests, providing that the sale of liquor shall be:

- i) ancillary to a meal supplied at The Club by or on behalf of The Club to a Member and to each of the guests of that Member being guests of whose attendance was given prior notice to The Club; or
- ii) to a Member, for consumption by the guests of that Member at a function held by or on behalf of that Member at The Club.

j) Functions:

All Members are entitled to host functions on The Club Premises after written application has been considered and approved by the Committee. The Manager will furnish the applicant with a written copy of Club rules relating to functions, after the application has been approved by the Committee including any additional conditions and restrictions it shall see fit.

k) Subscriptions:

The nomination fee and annual subscription for each Membership category of The Club shall be set by majority vote of the Committee prior to the first day of May each year. Notice of the fees and subscriptions shall be notified to the Members, via The Club Notice Board. For more details refer to the By-Laws. All subscriptions are due by 1 July in each year and payment must be arranged on or before the due date. For more details refer to the By-Laws.

l) Liability for Subscription:

- Any Member who does not notify the Manager in writing before 1 August of resignation from The Club shall be liable for the subscription for the Membership Year which commenced on 1 July.



- Any Member whose subscription is in arrears after 1 August in each year (where deferred payment has not been arranged) shall cease to be a Member. A Member who is considered by the Committee to be going through a genuine hardship may be eligible for consideration for their Membership to be converted to a Deferred Membership.

## 8) GENERAL MEETINGS – ANNUAL GENERAL MEETING

- a) The Annual General Meeting of Members shall be held every year within 6 months of the closing of the Financial Year, with the Committee to determine the date, time and place.
- b) Notice of the Meeting and Agenda items including Notices of Motion must be handed to the Manager by the Committee in writing no less than 14 days prior to the Meeting and posted on The Club Notice Board for 14 days before the date of the Meeting.
- c) Members who have provided an email address will also be emailed a copy of the Notice of the Meeting, Agenda items and any Notices of Motion.
- d) Only financial, eligible Members (as per Rule 6(a)) will be permitted to vote on matters at the Annual General Meeting.
- e) At the Annual General Meeting a report shall be presented by the President on behalf of the Committee, and The Club's financial statements and auditor's report thereon, will be presented. Other business in accordance with these Rules may be transacted.
- f) Twenty Members with Voting Rights shall constitute a quorum at an Annual General Meeting. The Chairman of the meeting shall be The Club President or if not available a person nominated and elected by the Members present.
- g) If insufficient Members to form a quorum are present within 30 minutes of the advertised start time for an Annual General Meeting, the Meeting will be automatically adjourned to re-convene at the same time 7 days later and shall then proceed with or without a quorum.
- h) The order of business at the AGM shall be as follows:
  - i) Notice of Meeting
  - ii) Minutes of the last AGM and any other General Meeting not yet confirmed and confirming or amending same
  - iii) President's Report, discussion and adoption or otherwise
  - iv) Financial statements and auditor's report thereon be received or otherwise
  - v) Captains' Reports
  - vi) Election of Patron
  - vii) Election of Committee
  - viii) Election of Club Auditor
  - ix) Special Business of which Notice of Motion has been given
  - x) Other business.
- i) And in addition to the system of voting set out in this Rule 8d) the Committee shall: utilise a system of voting that best facilitates participation by ALL eligible members; for a period of time in compliance with rule 8b), prior to the date of the General Meeting; and otherwise, where applicable, on the same terms as paragraphs (a) to(g) (inclusive) of this Rule.



## 9) GENERAL MEETINGS - SPECIAL GENERAL MEETINGS

- a) The Committee may, at any time call a Special General Meeting by giving 14 days' notice on The Club Notice Board.
- b) A Special General Meeting shall also be called by the Committee on a requisition signed by no less than 15% of Members with Voting Rights stating in detail the purpose of the Meeting. Notice of the Meeting and a copy of the requisition shall be posted in The Club Premises for at least 7 days before the date of the Meeting.
- c) Members who have provided an email address will also be emailed a copy of the Notice of the Meeting, Agenda Items and any Notices of Motion.
- d) Only financial, eligible Members (as per Rule 6(a)) will be permitted to vote on matters at the Special General Meeting.
- e) Only business, of which Notice shall have been given in accordance with these Rules, shall be transacted at a Special General Meeting.
- f) Twenty financial Members with Voting Rights shall form a quorum. If insufficient Members to form a quorum are present within 30 minutes of the advertised start time, the Meeting shall lapse.
- g) And in addition to the system of voting set out in this Rule 9d) the Committee shall: utilise a system of voting that best facilitates participation by ALL eligible members; for a period of time in compliance with rule 9b) prior to the date of the General Meeting; and otherwise, where applicable, on the same terms as paragraphs (a) to (f) (inclusive) of this Rule.

## 10) GENERAL PROVISIONS

- a) No Member shall be entitled to take any legal action against The Club (other than a claim for goods sold and delivered and services rendered) and must conform to the decisions of the Committee and in the case of an appeal, to the decision of the General Meeting to which the Member may appeal.
- b) The contents of this document shall be the Rules of The Club and shall be binding on Members.
- c) Correct accounts and books shall be kept showing the financial affairs of The Club and the particulars usually shown in books of account of a like nature.
- d) The Club Premises are to be provided and maintained from the funds of The Club and no person shall be entitled under these Rules to derive any benefit or advantage from The Club which is not shared proportionally by every Member.
- e) Section 10(d) does not prevent:
  - i) the payment in good faith of remuneration to any officer, employee or Member in return for any services actually rendered to The Club or for goods supplied in the ordinary and usual course of business;
  - ii) the payment of interest at a rate not exceeding the prevailing market rate published by the Reserve Bank of Australia as the "Cash Rate Target" from time to time on money borrowed from any Member;
  - iii) the payment of reasonable and proper rent by The Club to a Member for premises leased by the Member to The Club; or
  - iv) the reimbursement of expenses incurred by any Member or any Committee Member on behalf of The Club.



## 11) ELECTION OF OFFICE BEARERS AND COMMITTEE

The management and business of The Club shall be vested in the Committee. The Committee shall be elected from the Full Members and/or Life Members of The Club and shall consist of:

- i) President,
- ii) Men's Vice-President,
- iii) Women's Vice-President,
- iv) Men's Captain,
- v) Women's Captain,
- vi) Up to 4 other Full and/or Life Members

Committee Members shall be elected for a 2 year term to maintain continuity of the Committee. Preferably no more than 5 Committee Members should be elected in any one year. It is the Committee's responsibility to ensure that this number is carefully managed.

Any vacancy occurring during the period of office of the Committee may be filled by the Committee and any person so appointed shall retain office only until the next AGM, when an election shall be held. The election of a new Committee Member at the next AGM will be for the outstanding period of the vacancy (i.e. resignation of a Committee Member in the first year of office will result in election at the next Annual General Meeting of a new Committee Member for 12 months only).

If vacancies in the Committee result in the number of Committee Members being less than the number fixed under Rule 14(d), the continuing Committee Members may act only to increase the number of Committee Members to the number required for a quorum or convene a General Meeting of The Club.

No person shall be eligible to hold a position on the Committee if the person is, according to the Interpretation Act section 13D, a bankrupt or a person whose affairs are under insolvency laws unless the person has obtained the consent of the Commissioner.

No person shall be entitled to hold a position on the Committee if the person has been convicted of, or imprisoned in the previous 5 years for:

- i) An indictable offence in relation to promotion, formation or management of a body corporate;
- ii) an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than 3 months; or
- iii) an offence under Part 4 Division 3 or Section 127 of the Act; unless the person has obtained the consent of the Commissioner.

## 12) COMMITTEE MEMBERSHIP AND DUTIES

The duties provisions will apply to Committee Members and to those persons who have the ability to influence the Committee but who do not hold a formal Committee position.

An Officer of The Club must exercise their powers and discharge their duties



- i) with a degree of care and diligence that a reasonable person would exercise if that person were an Officer of The Club in The Club's circumstances; and
- ii) occupied the Office held by, and had the same responsibilities within The Club as, the Officer.

An Officer of The Club must exercise their powers and discharge their duties

- i) in good faith in the best interests of The Club; and
- ii) for a proper purpose.

An Officer of The Club must not improperly use their position to

- i) gain an advantage for the Officer or another person; or
- ii) cause detriment to The Club.

A person who obtains information because they are or have been, an Officer of The Club must not improperly use the information to gain an advantage for themselves or another person or cause detriment to The Club.

### 13) PROCEDURES AT GENERAL MEETINGS

The Chairperson shall have the casting vote only and shall decide all questions of order unless otherwise provided by these Rules.

### 14) COMMITTEE PROCEDURES

- a) The executive positions on the Committee shall be President, Men's Vice President, Women's Vice President, and any other as determined by the Committee shall be appointed at the first Meeting of the Committee following an Annual General Meeting.
- b) The Manager of The Club may attend all Committee Meetings to give their report and/or take minutes and then remain or leave at the discretion of the Committee.
- c) As well as appointing the Men's and Women's Captains as representatives of a Match Committee, the Committee will appoint one of its Members as representatives of each of the following additional Sub-Committees consisting of such Club Members as it thinks fit provided that no act of any Sub-Committee shall be binding on the Committee or The Club until ratified by the Committee. Each Sub-Committee must report monthly to and be responsible to the Committee. The Chair of each Sub-Committee must be an existing Member of the Committee:
  - i) Grounds Committee
  - ii) Finance Committee
  - iii) Clubhouse Committee.
- d) The quorum at all Committee Meetings shall be 5 Members.
- e) Committee Meetings shall be held at least every 2 months. Special Meetings of the Committee may be called by the Executive Committee Members or on the request of 3 Members of the Committee.



- f) If, without satisfactory explanation, any Committee Member is absent from 3 consecutive Committee Meetings, their office shall be terminated forthwith unless the disqualification is dispensed with on a resolution of the Committee.
- g) No Member of the Committee shall be held to have resigned their seat until their resignation, in writing, has been accepted by the Committee.
- h) The President shall preside at all Meetings of the Committee of The Club and, in his/her absence one of the Vice-Presidents. Should none be present, the Meeting shall elect a Chairperson. All resolutions of the Committee shall be decided by a majority vote of all those present. In the case of equality of votes, the President/Chairperson shall have the casting vote. The President or, in his/her absence, the acting President shall be authorised to speak on behalf of The Club.

## 15) POWERS OF THE COMMITTEE

The business of The Club shall be managed by the Committee, who may exercise all powers of The Club except those required to be exercised by The Club at a General Meeting.

Without prejudice to the powers conferred by the last preceding Rule, the Committee shall, subject to the By-Laws, have power to do the following things:

- a) To determine from time to time the conditions on which and time when, Members may use any part of The Club Premises.
- b) To determine what person(s) (if any) not being Members of The Club shall be permitted to use any part of The Club Premises and during what time and under what conditions and when and at what times and places and under what conditions such persons shall be supplied with refreshments and accommodation.
- c) To appoint any other officials or servants of The Club and to remove them as occasions may require at their discretion and to define their respective duties. Persons appointed to a paid position shall be engaged under a contract, award or classification of work in the Registered and Licensed Clubs Award (2010) and its amendments.
- d) To delegate (subject to such conditions as it thinks fit) any of its powers to sub-committees consisting of such members of the Committee and other members of The Club co-opted for the purpose. Also to make such regulations as to the proceedings of such sub-committees as may be thought desirable. For more details refer to By-Laws of The Club.
- e) To regulate and control their own Meetings and the transaction of business thereat.
- f) To pay any servant of The Club any gratuity for faithful and diligent service as deemed fit.
- g) In accordance with the Rules to suspend, or expel any Member.
- h) To enter into or accept any lease or tenancy of The Club Premises or of any furniture, goods and effects, which may be required for the use of The Club on such terms and on such conditions as the Committee, may deem expedient.
- i) To take and defend all legal proceedings by or on behalf of The Club and to appoint all necessary professionals for any such purpose.
- j) To borrow, raise or secure the payment of money, and to lease, sell and dispose of the assets of The Club provided that this paragraph does not apply in relation to assets required for the playing of golf, including without limitation all land owned by The Club



- k) To make, alter and repeal By-Laws not inconsistent with these rules regarding the use and management of The Club Premises, the admission of Members and the conduct of The Club and its affairs generally. A document containing these By-Laws must be made available on The Club Premises at all times.
- l) To do and perform any other act, matter and thing in connection with or relative to the management of The Club other than required by these Rules to be done by The Club in General Meetings. For more details refer to By-Laws of The Club.
- m) To appoint such number of delegates as may be required by the rules of sporting bodies and associations with which The Club may from time to time be affiliated and the delegates shall hold office in accordance with those rules.
- n) Every Member of the Committee shall be indemnified against any loss, expenses or liability incurred by reason of any act or deed performed by them in good faith on behalf of the Committee and the Committee may use the funds of The Club for any such purpose required, together with any reasonable expenses incidental to Committee activities.
- o) A Committee Member having any material personal interest, i.e. financial or non-financial interests, in a matter being considered at a Committee Meeting must:
  - i) as soon as they become aware of that interest, disclose the nature and extent of the interest to the Committee;
  - ii) disclose the nature and extent of the interest at the next General Meeting of The Club; and
  - iii) not be present while the matter is being considered at the Committee Meeting or vote on the matter.
- p) Any act performed by the Committee, a sub-committee or a person acting as a Committee Member is deemed to be valid even if the act was performed when:
  - i) there was a defect in the appointment of a Committee Member, sub-committee or person holding a subsidiary office; or
  - ii) a Committee Member, a sub-committee Member or a person holding a subsidiary office was disqualified from being a Committee/sub-committee Member as per Rule 11 as a result of bankruptcy or conviction of a relevant criminal offence.

## 16) MANAGER

- a) The Manager shall hold office under a contract, award or classification of work in the applicable Registered and Licensed Clubs Award and its amendments on conditions including remuneration as the Committee may think proper.
- b) It shall be the duty of the Manager to conduct the affairs of The Club under the directions of the Committee, and to keep books and other records appropriate for the efficient and lawful conduct of The Club, which includes the obligations to:
  - i) take and keep full and correct minutes of Committee Meetings for approval at the next Committee Meeting, which will then be stored and distributed as per the By-Laws;
  - ii) take and keep full and correct minutes of General Meetings, which are to be distributed to all Members within 21 days of the General Meeting via email and will be tabled for adoption at the next AGM.

For more details refer to the Club By-Laws

- c) The Manager shall keep a record of the name in full and the address of each Member of The Club for the time being and the date of the last payment for each Member of their subscription.



- d) The Manager shall ensure that every notice directed to be exhibited in The Club Premises is exhibited on The Club Notice Board.

## 17) CONTROL OF FUNDS AND FINANCIAL STATEMENTS

The Club must maintain an account in the name of The Club with a financial institution from which all expenditure of The Club is made and into which all funds received by The Club are deposited.

Subject to any restrictions imposed at a General Meeting, the Committee may approve expenditure on behalf of The Club.

All funds of The Club must be deposited into The Club's account within 10 working days after their receipt.

All payments shall be made on the authority of the Executive Committee by:

- two members of the Executive Committee; or
- one member of the Executive Committee and a person authorized by the Committee

Financial statements that comply with Australian Accounting Standards must be prepared. Pursuant to the accounting standards, the financial statements must include:

- a) a statement of financial position (i.e. a balance sheet);
- b) a statement of comprehensive income (i.e. income statement/profit & loss);
- c) a statement of changes in equity; and
- d) a statement of cash flows for the period.

These statements, together with the notes to the statements and the Committee's declaration (as to solvency and compliance with Part 5 of the Act) together form the financial report. The Club must have its financial reports audited.

## 18) AUDITORS

There shall be an Auditor, who is not a Member of the Committee, who shall be elected at the Annual General Meeting. The Auditor shall audit the accounts and have power at any time to call for all books, papers, accounts, etc. relating to the affairs of The Club. The Auditor shall be entitled to receive such remuneration as the Committee may from time to time determine. The Auditor shall be independent of The Club. For more details refer to By-Laws of The Club. If any casual vacancy occurs in the office of Auditor, the Committee should fill the office by appointment until the next Annual General Meeting.

## 19) ALTERATION AND REPEAL OF RULES

- a) No repeals of any existing Rules and no new rules or alteration, amendments or suspensions of a Rule shall be valid unless a special resolution is carried by a three fourths majority of Members present and voting at a General Meeting and by otherwise complying with Part 3 Division 2 of the Act.



- b) Notices of motions to repeal, alter or suspend any Rule shall be given to the Manager at least 21 days preceding the General Meeting at which the motion is to be presented. The Manager shall exhibit the proposal on The Club Notice Board at least 14 days before the Meeting.
- c) Within 1 month after any amendment or addition to the Rules, passed by special resolution, the Committee shall send or deliver the required documents and a certified copy of the amendment or alteration to the Consumer Protection Division of the Department of Commerce. No effect will be given to the amendments without the approval of this Department.

## 20) SUSPENSION OR EXPULSION OF MEMBERS

- a) The Committee shall have the power to reprimand, suspend or expel any Member of The Club.
- b) The President, Committee or Approved Manager in receiving a complaint from the Manager or Approved Manager, of a Member's behaviour which is considered a serious breach of the Liquor Act or acceptable Member behaviour or where police involvement is required, may suspend a Member for a period of time until disciplinary action under Rules 20(e) & 20(f) can be taken.
- c) The Committee is required to exempt any Member of the Committee from hearing a charge in which they have an interest.
- d) If a responding Member does not attend within 30 minutes of the time stated on the written copy of the charge, the hearing may start without that Member and determination will be made at the hearing.
- e) The Committee shall apply the power to reprimand, suspend or expel any Member of The Club who:
  - i) Fails in the observance of or commits any breach of any Rule, Members Code of Conduct or any By-Law of The Club or of any order or direction of the Committee or of any General Meeting; and/or
  - ii) In the sole judgment of the Committee has been guilty in or out of The Club Premises of any act, conduct, matter or thing calculated to bring discredit on The Club or its Members, or to impair or affect the enjoyment of The Club by other Members.
- f) Any Member charged with misconduct as above shall be furnished with a written copy of the charge and summoned before the Committee with no less than 7 days' notice.
  - i) The Committee shall after hearing the accuser and accused and taking such evidence as they may consider proper, if they find the charge proved, inflict a penalty of suspension from all or any of the privileges of Membership.
  - ii) If the Committee consider that on a charge of gross misconduct suspension as above is insufficient, they may call on the Member to resign, and if he or she neglects to resign within 10 days they may declare the Member to be expelled.
  - iii) If a Member is suspended or expelled under Rule 20(f)(i) or 20(f)(ii), the person may appeal the Committee's decision through a Special General Meeting by giving written notice to the Manager within 14 days of receiving notice of the Committee's decision under Rule 20(f)(i) or 20(f)(ii).
- g) Members are not permitted to have legal representation attend any disciplinary matters, but may bring another Member to act in a support capacity only.
- h) If a Member's membership is suspended under Rule 20(f)(i), the Manager must record in the Register:
  - i) the name of the Member that has been suspended from Membership;
  - ii) the date on which the suspension takes effect; and
  - iii) the length of the suspension as determined by the Committee under Rule 20(f)(i)
- i) During the period a Member's Membership is suspended, the Member —
  - i) loses any rights (including Voting Rights) arising as a result of Membership;



- ii) is not entitled to a refund, rebate, relief or credit for Membership fees paid, or payable to The Club; and
- iii) Is precluded from using The Club Premises as a guest or visitor.
- j) Upon expiry of the period of a Member's suspension, the Manager must record in the Register that the Member is no longer suspended.
- k) If the Committee's decision to suspend or expel a Member is revoked under these Rules, any act performed by the Committee or Members in a General Meeting during the period that the Member was suspended or expelled from Membership under Rule 20(f), is valid, notwithstanding the Member's inability to exercise their rights or privileges of Membership, including Voting Rights, during that period.

## 21) RESOLVING DISPUTES

### DISPUTES ARISING UNDER THE RULES

- a) Rules 21(a) to 21(g) apply to:
  - i) disputes between Members; and
  - ii) disputes between The Club and one or more Members that arise under the Rules or relate to the Rules. This does not include disciplinary matters undertaken with Club Members, which are covered only under Rule 20.
- b) The parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.
- c) If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this Rule by giving written notice to the Manager of the parties to, and details of, the dispute.
- d) The Manager must convene a Committee Meeting within 28 days after the Manager receives notice of the dispute under Rule 21(c) for the Committee to determine the dispute.
- e) At the Committee Meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.
- f) The Manager must inform the parties to the dispute of the Committee's decision and the reasons for the decision within 7 days after the Committee Meeting referred to in Rule 21(e).
- g) If any party to the dispute is dissatisfied with the decision of the Committee they may elect to initiate further dispute resolution procedures as set out in these Rules.

### MEDIATION

- h) Rules 21(h) to 21(l) apply:
  - i) where a person is dissatisfied with a decision made by the Committee under Rule 20(f) or Rule 21 (f) or
  - ii) where a dispute arises between a Member or more than one Member and The Club and any party to the dispute elects not to have the matter determined by the Committee.
- i) Where the dispute relates to a proposal for the suspension or expulsion of a Member Rules 21(h) to 21 (l) do not apply until the procedure under Rule 20(f)(iii) in respect of the proposed suspension or expulsion has been completed.



- j) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Rule 21 (b), or a party to the dispute is dissatisfied with a decision made by the Committee under Rule 21 (f) a party to a dispute may:
  - i) provide written notice to the Manager of the parties to, and the details of, the dispute;
  - ii) agree to, or request the appointment of, a mediator.
- k) The party or parties requesting the mediation must pay the costs of the mediation.
- l) The mediator must be:
  - i) a person chosen by agreement between the parties; or
  - ii) in the absence of agreement:
    - if the dispute is between a Member and another Member – a person appointed by the Committee; or
    - if the dispute is between a Member or more than one Member and The Club, the Committee or a Committee Member then an independent person who is a mediator appointed to, or employed with, a not for profit organisation.

A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute.

- i) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- ii) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least 5 days before the mediation session.
- iii) The mediator, in conducting the mediation, must:
  - give the parties to the mediation process every opportunity to be heard;
  - allow all parties to consider any written statement submitted by any party; and
  - ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- iv) The mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.
- m) Inability to Resolve Disputes

If a dispute cannot be resolved under the procedures set out in the Rules, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

## 22) SUPPLY OF LIQUOR – LIQUOR ACT TO BE OBSERVED

- i) The Club shall appoint and maintain Approved Managers for the purposes of observing liquor licensing requirements and regulations as required by the Liquor Act. The Club shall be open for sale of liquor during such hours as the Committee shall from time to time determine and as permitted under the Liquor Act.
- ii) The Club may seek an Extended Trading Permit - Associations to add local Associations as users of The Club facility to hold their functions. The Manager will furnish the applicant with a written copy of Club rules relating to functions, after the application has been approved by the Committee including any additional conditions and restrictions it shall see fit.



- iii) No liquor shall be sold or supplied for consumption other than on The Club's Premises, unless the Member purchasing it removes such liquor from The Club Premises.

## 23) EXECUTION OF DOCUMENTS

The Club may execute a document by any two executive Committee Members or one executive Committee Member and a person authorised by the Committee signing the document.

## 24) DISSOLUTION OF THE CLUB

- a) The Club may cease its activities and have its incorporation cancelled in accordance with the Act if the Members resolve by Special Resolution that The Club will:
  - i) apply to the Commissioner for cancellation of its incorporation; or
  - ii) appoint a liquidator to wind up its affairs.
- b) The Club must be wound up under Section 30(a) and Part 9 of the Act before cancellation can take place if it has outstanding debts or any other outstanding legal obligations, or is a party to any current legal proceedings.
- c) Upon cancellation of The Club, the Surplus Property must only be distributed to one or more of the following:
  - i) an incorporated association under the Act;
  - ii) a body corporate that at the time of the distribution is the holder of a licence under the charitable collections legislation in Western Australia;
  - iii) a company limited by guarantee that is registered as mentioned in Section 150 of the Corporations Act 2001 (Cwth);
  - iv) a company holding a licence that continues in force under Section 151 of the Corporations Act 2001(Cwth);
  - v) a body corporate that:
    - (1) is a member or former member of The Club; and
    - (2) at the time of the Surplus Property is distributed, has rules that prevent the property being distributed to its Members;
  - vi) a trustee for a body corporate referred to in Section 30(c)(v) of the Act; or
  - vii) a co-operative registered under the Co-operatives Act 2009 that, at the time of the distribution, is a non-distributing co-operative as defined in that Act.

## 25) PLAYING RULES

All golf shall be conducted in accordance with the "Rules of Golf" as settled or approved from time to time by The R&A with such permitted alterations as to local playing conditions as the Committee may from time to time deem expedient. Notice of any local playing rule made by the Committee shall be posted on The Club Notice Board. For more details refer to By-Laws of The Club.



TABLE 1

**Membership, Categories, Requirements and Rights**

Category	Membership Fee paid for Category:  Golf WA Affiliated	Playing Rights	Voting  Rights	Eligible to Win Major Club Trophies	Limitations  Age Limits  Green Fee Payment etc
Full  Member	Yes	To play golf 7 days per week on an unlimited basis unless the Course is closed or allocated by the Committee for an event not open to the Member	To hold office, vote, propose or second applications for Membership of The Club and authority to sign in guests to The Club	Yes	21 and over



Life Member	Yes	As for Full Member	With payment of subscription other than an annual subscription set by the Committee, has all the privileges of Full Members	Yes	<p>Member who has rendered conspicuous service to The Club. Such election requires a two thirds majority of those present and voting at a meeting of the Committee where such business has been notified to Committee members in writing at least 14 days prior to the meeting</p> <p>A maximum of ten Life Members at any one time is allowed, and no more than two Life Members are to be elected in any one year.</p>
Country Member	Yes	As for Full Member	To propose or second applications for Membership of The Club and authority to sign in guests to The Club	No	<p>Must be a full member of another Golf Australia Affiliated Club and normally resident at a permanent place of residence more that 150km from the Margaret River Post Office.</p>
Junior Member	Yes	As for Full Member	None	Yes	Under 21 at start of Membership year
Transitional Member	Yes	As for Full Member	None	Yes	Under 25 at start of Membership year



9-hole / FIFO Member	Yes	9 holes 7 days per week	To propose or second applications for Membership of The Club and authority to sign in guests to The Club	No	Green fees and Golf Australia Affiliated visitor competition fees apply for 18 holes and weekends
Provisional Member	Yes	As for Full Member	None	No	Green fees and Golf Australia Affiliated visitor competition fees apply
Absentee Member	Yes	All rights of prior category except playing rights	None	No	Must be non-playing at The Club for a period of 6 months or more  Fee adjusted pro rata by the Committee
International Member	Yes	As for Full Member	None	No	Must normally reside at a permanent place of residence outside Australia
3-Month Trial Member	Yes	9 holes Monday to Friday	None	No	Eligible for three months only, and at Committee's discretion  Golf Australia Affiliated Visitor competition fees apply for 18 holes



Social Member (non-affiliated)	Yes Not Golf WA affiliated	None	None	N/A	Payment of full public green fees
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#### Membership, Categories, Requirements and Rights

Category	Limitations    Age Limits    Green Fee Payment etc
Deferred Member	Any member who, through absence; illness; financial difficulties; unemployment; physical disability or other distressful circumstances is unable to pay their full subscription but desires to retain participation within The Club.
Honorary Member	Membership that may be granted to The Club Patrons, sponsors, government officers and any other persons the Committee may decide from time to time. Rights granted by the Committee.



<b>Temporary Member</b>	<p>A person who is on any day visiting The Club as a member or an official of another club, including those persons who are assisting a visiting club to engage in a pre-arranged event with The Club as per The Club's objectives, or to hold a pre-arranged function at The Club involving the use of The Club's sporting facilities.</p> <p>Use of applicable Club Premises and facilities.</p>
<b>Reciprocal Member</b>	<p>A visitor who is a full financial member of any club incorporated under the Act, or any Licensed Club located outside of Western Australia and recognised by the Liquor Act as a licensed club. Applicable rights under the Liquor Act</p>