

**THE BRISBANE GOLF CLUB INC.**

**RULES**



**TENNYSON MEMORIAL AVENUE  
YEERONGPILLY QLD 4105**

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**These Rules were adopted at the Extra Ordinary General Meeting of  
Members held at the Clubhouse, Yeerongpilly on 21-08-2013. Amended  
11-12-2021**

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**END**

## **THE BRISBANE GOLF CLUB INC**

### **1. NAME**

The name of the incorporated association shall be THE BRISBANE GOLF CLUB INC. (in these rules called "the Club").

### **2. OBJECTS**

The objects for which the Club is established are:

- (i) To provide a golf course or golf courses and a Clubhouse or Clubhouses;
- (ii) To apply for, obtain and hold a Golf Club Licence under the provisions of the Liquor Act of 1992 as amended;
- (iii) To supply meals and refreshments;
- (iv) To provide all such things incidental to the playing of golf as the Committee shall consider desirable;
- (v) To provide such other pastimes and social activities as the Committee may consider appropriate or the Members in general meeting may direct;
- (vi) To do all such other acts or things as are conducive or incidental to the abovementioned objects.

### **3. POWERS**

The powers of the Club are:

- (i) To subscribe to, become a member of, and co-operate with, any other association, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Club, provided that the Club shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club under or by virtue of Rule 34;
- (ii) In furtherance of the objects of the Club to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Club or persons frequenting the Club premises;
- (iii) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Club; PROVIDED THAT in case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- (iv) To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club; to obtain from any such Government or Authority any rights,

- privileges and concessions which the Club may consider it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (v) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Club;
  - (vi) To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures, or other securities of the Club or in or about the Club or promotion of the Club or in the furtherance of its objects;
  - (vii) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Club's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
  - (viii) To invest and deal with the money of the Club not immediately required in such manner as the Club may from time to time think fit;
  - (ix) To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate;
  - (x) In furtherance of the objects of the Club to lend and advance money or give credit to any person or body corporate; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;
  - (xi) To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper, and whether upon fluctuating advance account or overdraft or otherwise, to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the Club's property or assets present or future, and to purchase, redeem or pay-off any such securities, provided that no such mortgages, charges and liens shall be approved without the prior approval of a majority of three fourths of the members of the Club, present and entitled to vote at a Meeting of the Club specially called for the purpose of considering any such mortgage, charge or lien;
  - (xii) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
  - (xiii) To sell, transfer, exchange, lease or otherwise alienate any freehold or other property of the Club, provided that no such action shall be taken with respect to any freehold property without the prior sanction of a majority of three fourths of the members of the Club present and entitled to vote at a meeting of the Club

- specially called for the purpose of considering such sale, transfer, exchange, lease or other alienation;
- (xiv) To take or hold mortgages, liens or charges, to secure payment of the purchase prices, or any unpaid balance of the purchase price, of any part of the Club's property of whatsoever kind sold by the Club, or any money due to the Club from purchasers and others;
  - (xv) To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Club, but subject always to the proviso in sub-rule (iii) above;
  - (xvi) To take such steps, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club, in the form of donations, annual subscriptions or otherwise;
  - (xvii) To print and publish any newspapers, periodicals, books or leaflets the Club may think desirable for the promotion of its objects;
  - (xviii) In furtherance of the objects of the Club to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Club, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Club under or by virtue of Rule 34;
  - (xix) In furtherance of the objects of the Club to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Club is authorised to amalgamate;
  - (xx) In furtherance of the objects of the Club to transfer all or any part of the property, assets, liabilities and engagements of the Club to any one or more of the incorporated associations with which the Club is authorised to amalgamate;
  - (xxi) To make donations for patriotic, charitable or community purposes;
  - (xxii) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club.

#### **4. MEMBERSHIP**

Any person of good character and repute who, as a member, is likely to be compatible with existing members of the Club shall be eligible for consideration as a member or Corporate nominee.

#### **5. CLASSES OF MEMBERS**

- (i) There shall be the following classes of members of the Club:
  - (a) Life Members
  - (b) Full Members
  - (c) Senior Members
  - (d) Provisional Members
  - (e) Six Day Members
  - (f) Restricted Members

- (ii) Any member who, at the date these Rules come into force, was a member in a class not listed above shall be classified by the Committee to such class of membership as the Committee shall determine;
- (iii) Except as provided in Rule 7 (ii) and (iii), the number of members in each class of membership shall be unlimited PROVIDED THAT the Committee shall have the power to limit from time to time the numbers in any class or classes of membership.

## **6. LIFE MEMBERS**

Life Membership may, on the recommendation of the Committee be granted by resolution passed at a General Meeting to any Member not being in arrears with his subscription PROVIDED THAT special notice of intention to move such a resolution shall have been given with the notice of meeting. A Life Member shall have all the privileges of a Full Member without paying the annual subscription or incurring any liability for levies or calls either on debentures or otherwise.

## **7. FULL MEMBERS AND PROVISIONAL MEMBERS**

- (i) Any person who is eligible for membership of the Club under these Rules may be elected in accordance with the provisions herein contained as an Full Member of the Club, PROVIDED THAT if at any time the list of Full Members should be closed in accordance with the provisions of these Rules, any such person may be elected in accordance with the provisions herein contained as a Provisional Member;
- (ii) The number of Senior and Full Members shall not exceed 450 in total except as is necessary to comply with provisions of Rule 12;
- (iii) The number of Provisional Members shall not exceed 200;
- (iv) Except as herein provided by Rule 12, Provisional Members shall be admitted as Full Members in order of their election as Provisional Members as vacancies occur.

## **8. SENIOR MEMBERS**

- (i) A Senior Member shall be person who:
  - (a) has attained the age of 65 years and has been a suitable candidate for a continuous period of not less than thirty years or a total period of not less than forty years and the Senior Member shall pay an annual subscription equal to three quarters of the appropriate scale, and/or;
  - (b) Attained the age of 75 years and who has been a suitable candidate for a total period of not less than forty years and the Senior Member shall pay an annual subscription equal to one half of the appropriate scale;
- (ii) Any member who was entitled to an annual subscription discount at the time these Rules come into force shall be entitled to retain such discount;
- (iii) To qualify to be a Senior Member and for the reduced annual subscriptions set out herein a member shall make application to the

- Committee and have the onus of satisfying the Committee of that member's eligibility. The decision of the Committee on the application submitted by the member shall be final;
- (iv) A Senior Member shall retain all rights and privileges enjoyed by that member under these rules immediately prior to becoming a Senior Member, including voting and playing rights;
  - (v) For the purposes of sub clauses (i) & (ii) above, "suitable candidate" shall mean a person who:
    - (a) was an "Ordinary Member" prior to the 1st October 2012, and a Full Member thereafter, or
    - (b) was an "Associate Member" prior to the 1st October 2012, and who becomes a Full Member thereafter. or
    - (c) was an "Associate Member" prior to the 1st October 2012, and was transferred to Six Day Membership pursuant to the resolution of the Club adopted on the 3rd December 2011.
  - (vi) For the purposes of sub clauses 1(a) & 1(b) above the "appropriate scale" shall refer to the scale relating to the applicable playing rights of the relevant member from time to time;
  - (vii) The discounts referred to in this rule shall not apply to any member joining the club on/or after 1st October 2012

## **9. SIX DAY MEMBERS**

Any person who is eligible for membership of the Club under these rules may be admitted in accordance with the provisions herein contained as a Six Day Member. Six Day Members have no playing rights on Saturdays except as determined from time to time by the Committee, which may also impose a charge and conditions for such play at its discretion AND PROVIDED ALSO those lady members who were Ordinary Associate Members or Senior Ordinary Associate Members prior to 1st October 2012 who qualified or would have qualified in due course under the provisions of former Rule 45 in the Club's Rules adopted on 3rd December 2011 shall be entitled to retain or subsequently qualify for an adjustment of annual subscriptions on the bases set out in Rule 8 (i) and (ii) above BUT such adjustment shall be calculated on the Six Day Member rate.

## **10. RESTRICTED MEMBERS**

- (i) Any person who is eligible for membership of the Club under these Rules may be admitted in accordance with the provisions herein contained as a Restricted Member.
- (ii) The Committee may from time to time establish sub-categories of Restricted Membership and may impose such terms and conditions for each sub-category as the Committee in its discretion may deem fit. Sub-categories include but not limited to Transition, Junior, Remote, Limited, Honorary, Temporary, Corporate, Professional, and Retired;
- (iii) The sub-categories established under this provision are required to be published in the appropriate publications of the Club each year as follows;



By-laws – Sub-categories with terms and conditions Club Fixture Program  
– Sub-categories, subscription payable and playing rights Annual Report –  
Sub-categories with total membership numbers of each;

- (iv) A Restricted Member shall be entitled to use the clubhouse facilities and shall be entitled to play golf on the Club course in accordance with the terms and conditions set down by the Committee in respect of the relevant sub-category;
- (v) Any member who wishes to withdraw from the member's present membership category may, instead of resigning, apply to the Committee to be transferred to a Restricted Membership sub-category and the Committee may so transfer.

## **11. GENDER**

In these Rules the male gender shall include the female gender.

## **12. TRANSFERS**

Except as may be provided herein a Member shall have no right of transfer from one class of membership to another, but the Committee may permit any such transfer with such priority and adjustment of entrance fee and annual subscription as it may in its discretion determine.

## **13. ADMISSION TO MEMBERSHIP**

- (i) Candidates shall be admitted to membership of the Club by the Committee once the candidate has:
  - (a) been interviewed by a member of the Committee and/or the Chief Executive Officer;
  - (b) been proposed and seconded by members of one or more year's standing in the club on the proposal form for the time being prescribed by the Committee, and such form shall have been sent to the Chief Executive Officer by the proposer, and the proposer shall have arranged for the submission of such further information about the candidate as the Committee may require;
  - (c) nominated at least four persons (not necessarily being members of the Club) to whom reference can be made by the Committee as to the candidate's character, and such referees shall, if so referred to by the Committee, have reported favourably thereon to the satisfaction of the Committee;
  - (d) submitted the proposal form, including the reports of the referees, which shall have been considered and accepted by the Committee;
  - (e) had the candidate's name entered on the list, on the list of Honorary Members, together with the date of such approval and the name of such proposer and of the seconder;
  - (f) had the candidate's particulars posted and remained on the notice board in the clubhouse for not less than fourteen days immediately before the Committee votes on the applicant's proposed admission

- during which time any member may make an objection/s to the proposal with the Chief Executive Officer. IN THE EVENT of an objection being lodged the Committee shall advise the objector/s in writing of its decision as to the admission or otherwise of the candidate and the reasontherefore;
- (g) paid to the Chief Executive Officer or Honorary Treasurer the applicable entrance fee and annual subscription. Should the candidates nomination be withdrawn prior to admission or the candidate not be admitted in accordance with these Rules, then candidate shall be entitled to a refund of such entrance fee and annual subscription.
- (ii) Forthwith upon the receipt of a proposal for membership, particulars thereof shall be entered in order of time in which such proposal is received in a Proposed Members' Register to be kept by the Chief Executive Officer showing the full name and address of the person proposed and the time and date of the receipt by the Chief Executive Officer of the nomination. Every proposal for membership shall be dealt with and determined in the order of priority in which it is so recorded;
  - (iii) The Committee shall vote on the proposal at a date convenient to the Committee;
  - (iv) Candidates not approved shall not be proposed again for membership within a period of twelve months from that date;
  - (v) During a candidate's period of Honorary Membership, the candidate's proposer and seconder shall arrange for the candidate to attend the Club and meet as many members as possible;
  - (vi) On the admission of a candidate to membership the Chief Executive Officer shall, as soon as practicable thereafter give the new member notice thereof, and shall at the same time furnish the new member with a copy of the Rules of the Club;
  - (vii) Every member admitted to membership shall be deemed to have agreed to be bound by the Rules of the Club;
  - (viii) A Register of Members of the Club for the time being shall be kept on the Club's premises. Such register shall set forth the names in full, the occupations and addresses of all members of the Club and the date of the latest payment by each member of his annual subscription;
  - (viii) Notwithstanding anything to the contrary herein contained, and subject to compliance with the Rules relating to admission, spouses and children of members who have been Full members of the Club for a period of three years or more shall be entitled to immediate admission as the case may be.

## **14. RESIGNATION**

Any member may at any time, by giving notice in writing to the Chief Executive Officer, resign his membership of the Club, but shall continue to be liable for his annual subscription, unpaid entrance fee and all other arrears due and unpaid at the date of his resignation.

## 15. DISCIPLINARY PROCEEDINGS

- (i) The Committee has the power to reprimand, caution, suspend from any or all privileges of membership for such period as it considers fit, expel or accept the resignation of any member if, in its opinion, that member:
  - (a) Has refused or neglected to comply with any provision of these Rules or the Club's by-laws; or
  - (b) Is guilty of any conduct which is prejudicial to the Club's interests; or
  - (c) Is guilty of any conduct which is unbecoming of the member; or
  - (d) Is guilty of any conduct which renders the member unfit for membership.
- (ii) The Committee must comply with the following procedure when exercising its power under this Rule:
  - (a) The Club must give written notice to the member of any charge against the member alleging the relevant conduct under this Rule at least fourteen (14) clear days before the meeting of the Committee at which the charge is to be heard. The notice will set out the facts, matters and circumstance giving rise to the charge and include details of the range of potential penalties if the member is found guilty;
  - (b) The member is entitled to attend the meeting for the purpose of answering the charge or may answer the charge in writing;
  - (c) At the meeting, the member charged is entitled to call witnesses in his or her defence;
  - (d) If the member fails to attend the meeting, the Committee may hear the charge and, on the evidence before it, make a decision as to the member's guilt and, if found guilty, the separate decision as to penalty. However, the Committee must have regard to any written representations made to it by the member charged.
  - (e) The voting by the Committee members present at the meeting will be in such manner as is decided by the Committee. A resolution at the meeting will not be passed unless two-thirds majority of the members present vote in favour of that resolution.
  - (f) After the Committee has considered all the evidence put against the member, it must come to a decision in relation to the member's guilt in relation to the charge. Once it has decided the issue of guilt, the Committee must, if the member has attended the meeting and has been found guilty, inform the member prior to considering any penalty.
  - (g) If the member has attended the meeting, he or she must be given a further opportunity to address the Committee in relation to the penalty appropriate to the charge of which he or she has been found guilty.
  - (h) Any decision of the Committee at the meeting or any adjournment thereof is final and the Committee is not required to give any reason for its decision.
- (iii) In the event that a notice of charge is issued to a member pursuant to this Rule 15, the Committee has power to suspend immediately that member from any or all privileges of membership until the charge is heard

- and determined. Notice of an immediate suspension imposed by the Committee on a member must be notified in writing to that;
- (iv) Notwithstanding Rule 23(iii), the Committee may only delegate its powers under this Rule to a Disciplinary Committee pursuant to Rule 15A.

#### DISCIPLINARY COMMITTEE

- 15A (i) The Committee may by resolution delegate all of its powers and functions given to a Committee by Rule 15 to a Disciplinary Committee comprising not fewer than seven members of the Club selected by the Committee.
- (ii) The Disciplinary Committee shall conduct its activities in accordance with the procedures referred to in Rule 15 except that:
  - (a) The quorum for the Disciplinary Committee shall be five members of the Club; and
  - (b) All references to the Committee in Rule 15 shall be read as being references to the Disciplinary Committee.
- (iii) The Committee shall have power to review a decision of the Disciplinary Committee or order a fresh hearing of any matter determined by the Disciplinary Committee and shall have the power to impose any penalty permitted by Rule 15 on the member charged in substitution for that imposed by the Disciplinary Committee provided that:
  - (a) The procedure set out in Rule 15 is followed; and
  - (b) The member is notified that the Committee is exercising the power under this Rule 15A (iii) within forty-two (42) days of the date on which the Disciplinary Committee meeting was held.
- (iv) The Committee shall have power by resolution to revoke any delegation to the Disciplinary Committee pursuant to Rule 15A (i) and may hear and determine any charge against a member which by reason of the nature of or the seriousness of the allegations giving rise to the charge, or the identity of or the position or office held by the member, the Committee considers that it would not be appropriate for the charge to be heard by the Disciplinary Committee.

#### SUSPENDED MEMBER

- 15B Any member suspended pursuant to Rules 15 and 15A shall during the period of such suspension not be entitled to:
  - (a) Attend at the premises or use any of the facilities of the Club for any purpose without the permission of the Committee; or
  - (b) Participate in any of the social or sporting activities of the Club without the permission of the Committee; or
  - (c) Attend or vote at any meeting of the Club; or
  - (d) Nominate or be elected or appointed to the Committee; or
  - (e) Vote in the election of the Committee; or
  - (f) Propose, second or nominate any eligible member for any office of the Club or for any class of membership of the Club.

## **16. CESSATION OF MEMBERSHIP**

Any person ceasing to be a member of the Club, whether by resignation, expulsion, death, failure to pay the annual subscription, unpaid moneys due or otherwise, shall forfeit, ipso facto, their right to or claim upon the Club and its property by reason of their membership.

## **17. RE-ENTRY**

- (i) Any person who has previously resigned or otherwise forfeited their membership of the Club may, at the discretion of the Committee, but subject to the provisions herein contained relating to membership and admission, be submitted for membership of the Club, and if re-admitted shall pay the difference, if any, between the entrance fee at the date of their original admission to the Club and that current for the category of members to which they desire re-admission to.
- (ii) A member re-entering the Club pursuant to this Rule shall enjoy no privilege or priority whatsoever by virtue only of their former membership, however the Committee may also in its discretion remit the entrance fee or any part thereof payable by any such person.

## **18. OFFICE BEARERS**

- (i) The following Office Bearers of the Club shall be elected from time to time by those classes of members entitled to vote on the day of the Annual General Meeting and shall hold office until the cessation of business at the following Annual General Meeting except as otherwise provided in these Rules:
  - (a) President
  - (b) Vice President
  - (c) Men's Captain
  - (d) Women's Captain
  - (e) Honorary Treasurer
- (ii) (a) All nominees for the Office Bearers except for the Men's Captain or the Women's Captain shall be either Life Members, Full Members or Senior Members of two or more years' continuous Life and/or Full and/or Senior Membership in the Club as at the date of nomination for election and shall be entitled to vote. No member who has held the office of President, Vice President, Men's Captain, Women's Captain or Honorary Treasurer for three consecutive years shall be eligible for re-election to that office until he has ceased to hold such office for a period of at least one year. Nothing herein contained shall restrict the eligibility of a member who has held any of the above offices for a period of three consecutive years or less for election to any other office or to the General Committee.
  - (b) The nominee for Men's Captain or Women's Captain, as the case may be, shall be either a Life Member, Full Member or Senior Member of two or more years' continuous Life and/or Full and/or Senior Membership in the Club as at the date of nomination for election and shall be entitled to vote and/or a Full Member who for at least five years prior to the date of

nomination was previously a Full Member and/or a Six Day Member and/or a Transition Member and has upgraded their membership to be a Full Member in the twelve months prior to the date of nomination.

(c) A nominee for Men's Captain shall only be any person who would be required to pay a capitation fee as a male to Golf Australia.

(d) A nominee for Women's Captain shall only be any person who would be required to pay a capitation fee as a female to Golf Australia.

- (iii) The President, Vice President, Men's Captain, Women's Captain and Treasurer shall be ex-officio members of all sub-committees of the Club.

## **19. EXECUTIVE COMMITTEE**

Rule deleted at Extraordinary General Meeting on 21<sup>st</sup> August 2013

## **20. GENERAL COMMITTEE**

- (i) There shall be a General Committee which shall consist of: (a) The Office Bearers; and (b) Four (4) elected members being Life Members, Full Members or Senior Members of two or more years' continuous Life and/or Senior and/or Full Membership in the Club as at the date of nomination for election and entitled to vote. These Committee persons shall be elected on the day of the Annual General Meeting and shall hold office until the day of the Annual General Meeting next but one after the date of their election PROVIDED THAT, if on the day of any Annual General Meeting there shall be more than two (2) elected members whose term of office will not for any reason come to an end on that day, as many of such members as is necessary to reduce their number to two (2) shall be chosen by lot to retire, and shall retire on the date of such Annual General Meeting.
- (ii) Office Bearers and members of the Committee shall retire on the cessation of the business of the meeting at which their successors are elected;
- (iii) Where the term "Committee" is used in these rules it shall be taken to mean the General Committee unless otherwise specified.

## **21. ELECTION OF OFFICE BEARERS AND COMMITTEE (members)**

- (i) At least six (6) weeks before the date of the Annual General Meeting the Chief Executive Officer shall post a notice on the notice board at the clubhouse that nominations may be made of candidates as Office Bearers and other Committee members for the ensuing period of office as prescribed by these Rules;
- (ii) Nominations must be made in writing, signed by two members, being either Life Members, Full Members, Senior Members or Provisional Members of two or more years' standing in the Club entitled to vote (with the nominee's written consent thereon or attached thereto) and delivered to the Chief Executive Officer at least twenty-one (21) clear days prior to the date of the Annual General Meeting and the Chief Executive Officer, upon closing of nominations shall post the names on the notice board at the clubhouse

- together with the names of their respective proposers and seconders;
- (iii) If more than the required number are nominated for election an election by ballot shall take place, closing at 5.30 p.m. on the day preceding the chairman of the Annual General Meeting shall declare those submitted duly elected. The holding of a ballot for Office Bearers and/or other Committee members as herein provided shall be deemed to be a meeting of members;
  - (iv) The Committee shall appoint a Life Member, Full Member or Senior Member to be the Returning Officer for the purposes of the ballot for the election. The Returning Officer shall be provided with a ballot box which shall be locked by him and placed at the opening of the ballot in the Club premises to receive ballot papers;
  - (v) Ballot papers shall be prepared by the Returning Officer containing only the names of the candidates for the respective positions in alphabetical order and an indication as to which members who are due to retire from Committee. Each member who is entitled to vote shall receive a ballot paper from the Returning Officer either by delivery or by post. Each member voting must vote for as many candidates as there are vacancies for the respective positions and the member shall strike out any names of candidates the member may not desire to vote for retaining on the ballot paper the required number of candidates necessary to fill the vacant offices. The member shall enclose the ballot paper in a small envelope marked "Ballot Paper", seal it and on the inside of "the flap" of a larger envelope forwarded to the member sign their name and record their membership number. The member shall enclose the small envelope in the larger envelope and after sealing same, return the documents to the Returning Officer either by delivery or post when it shall be deposited in the ballot box. A member's vote will be invalid should the member fail to vote for the required number of candidates necessary to fill the vacant offices or should the member fail to sign and record their membership number on the inside flap of the larger envelope. A member's vote must be received on or before the closing time on the day of the ballot;
  - (vi) The Chief Executive Officer shall, when forwarding the ballot papers to the members entitled to vote, include a separate notice giving the names of the respective proposers and seconders of the candidates. Ballot papers shall be delivered personally or posted to members entitled to vote at least fourteen (14) days before the date of the Annual General Meeting;
  - (vii) The ballot box shall immediately after the time declared for the closing of the ballot be removed by the Returning Officer and shall be opened by the Returning Officer in the presence of two scrutineers (to be appointed by the President or his deputy for the time being) and the counting of votes proceeded with;
  - (viii) The Returning Officer shall report in writing the result of the ballot to the chairperson of the Annual General Meeting for announcement of the results. Upon declaration of the result at the Annual General Meeting, the Returning Officer shall destroy the ballot papers;
  - (ix) If two or more candidates obtain an equal number of votes, the chairperson of the Meeting shall have sufficient casting votes to enable him to decide the issue;
  - (x) In the event of there not being sufficient candidates nominated, the Committee shall be at liberty to fill the remaining vacancies as if they were

casual vacancies.

## **22. COMMITTEE VACANCIES**

- (i) If at any time the majority of the elected members of the General Committee shall signify in writing their desire to retire simultaneously from office an Extraordinary General Meeting of members shall be called to fill the places of such elected members and the provisions of the Rules relating to elections shall mutatis mutandis apply to such meeting and the proceedings thereat. The retiring members shall (if willing) be eligible for re-election.
- (ii) A member of the General Committee may retire from office upon giving one week's notice in writing to the Chief Executive Officer of their intention to do so and such resignation shall take effect upon the expiration of such notice or its earlier acceptance by the Committee.
- (iii) A General Committee member shall forthwith be removed from office:
  - (a) If he be convicted of a felony or misdemeanour or be on indictment; or;
  - (b) If he shall become lunatic or of unsound mind; or
  - (c) If he become bankrupt or enter into any composition with his creditors or liquidate his affairs by arrangement with creditors; or
  - (d) If he absent himself from the meetings of the relevant Committee for three consecutive meetings without special leave of absence from the relevant Committee and the relevant Committee resolves that his office be vacated; or
  - (e) If for any reason he shall cease to be a Member of the Club; or
  - (f) If he shall die,

AND an appeal shall not lie from such removal.

- (iv) Subject to sub-rule 22(i):
  - (a) Any casual vacancy arising in the position of Patron or any member of the Committee may be filled by a decision of the Committee and such person shall hold office only until the next succeeding Annual General Meeting; and
  - (b) The continuing members of the relevant Committee may act notwithstanding any vacancy in their body, but so that if the number falls below a quorum as herein provided the relevant Committee shall not act except for the purpose of filling vacancies.

## **23. POWERS OF COMMITTEE**

- (i) Subject to the provisos contained herein, the business and general affairs of the Club shall be under the management of the Committee, who shall have full control of the income and property of the Club and absolute authority regarding its disposition and in the conduct of all affairs of the Club, except insofar as is expressly provided in these Rules. In particular,



but without derogating from the general powers hereinbefore conferred, the Committee shall exercise the powers of the Club defined in Rule 3 and also shall have power:

- (a) To appoint from among their number or other members of the Club, sub-committees to act for the purposes which from time to time the Committee may think desirable and to delegate to any such sub-committee such powers as the Committee thinks fit and to revoke or alter any such appointments or delegations from time to time;
- (b) To appoint any delegate or delegates to represent the Club for any purpose with such power as may be thought fit;
- (c) To engage, control and dismiss the Club's servants and employees and paid officials;
- (d) Subject to the provisions of Rule 7 hereof, to limit from time to time the number of members, or the number of any of the classes of members, and to open or close the list of members or any of the classes of membership at any time;
- (e) At any time and from time to time to appoint any member eligible for election to the Committee to fill a casual vacancy in the offices of Patron, President, Vice President, Men's Captain, Women's Captain, and Honorary Treasurer or as a Committeeperson, but any member so appointed shall hold office only until the next succeeding Annual General Meeting;
- (f) To cause to be opened banking accounts in the name of the Club into which all moneys received shall be paid as soon as possible after receipt;
- (g) To make and from time to time rescind and alter any by-laws or regulations for or with respect to:
  - (i) The arrangements, control of play, competitions and matches including competition and visitors' fees;
  - (ii) The determination of the playing rights of the various classes of members;
  - (iii) The determination of the privileges which the various classes of members shall have over the Club's facilities;
  - (iv) The management and control of caddies;
  - (v) The upkeep, control and management of the course generally;
  - (vi) The conduct and management of the Clubhouse;
  - (vii) The use of the Course and Clubhouse by members and visitors;
  - (viii) Enforcing the observance of any such by-law or regulation by suspension from the enjoyment of all or any of the privileges of membership;
  - (ix) The conduct and attire of members both on the Course and in the Clubhouse;
  - (x) The management control and well being of the Club and its members;

PROVIDED ALWAYS that any such by-law or regulation may be rescinded or altered by a resolution of a General Meeting of members, subject to the conditions hereinafter made applicable to the rescission or alteration of a Rule of the Club. Any by-laws or regulations made under this sub-

rule shall come into force and have the full authority of a Rule of the Club on being published on the club website, in the club fixture programme and/or on the Notice Board in the Clubhouse.

- (ii) To recommend to a General Meeting of the Club, the terms of reference for the formation of one or more Standing Committee(s) which shall include two or more members who shall be elected to serve beyond the term of the Committee which appointed them. Such Standing Committee terms of reference may only be amended by the vote of a majority of members at a General Meeting.

## **24. COMMITTEE MEETINGS**

- (i) The Committee shall meet at least once in each month and in addition as required upon notice in writing from any of the President, Vice President, Men's Captain, Women's Captain, Honorary Treasurer or Chief Executive Officer;
- (ii) The Chief Executive Officer shall upon the request of (such request to be in writing and detailing the matter to be raised at such Meeting) two members of the General Committee convene a Meeting of the General Committee;
- (iii) Subject to sub-rules above, either Committee may meet for the dispatch of business, adjourn and otherwise regulate its meetings or proceedings as it thinks fit;
- (iv) At any General Committee Meeting five (5) members shall form a quorum;
- (v) Questions arising at any General Committee meeting shall be decided by a majority of votes and in the case of an equality of votes the chairperson shall have a primary and a casting vote. The provisions of Rule 25 relating to the appointment of the chairperson of a meeting shall mutatis mutandis apply to meetings;
- (vi) All acts done by any member of the General Committee or sub-committee or delegate or by any person acting as a member of the relevant committee shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such committee, or delegate or person acting as aforesaid, or that they or any of them be disqualified, be as valid if every such person had been duly appointed and was qualified to be a member of the General Committee, sub-committee or delegate or to act as a member of the relevant Committee;
- (vii) A resolution in writing signed by all members of the General Committee shall be as valid and effectual as if it had been passed at a Meeting of the relevant Committee duly called and constituted;
- (viii) Those present at a General Committee meeting shall sign a book to be kept for that purpose by the Chief Executive Officer;
- (ix) The Chief Executive Officer shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every General Committee meeting to be entered in a book to be open for inspection at all reasonable times by any financial Member who previously applies to

the Chief Executive Officer for that inspection. For the purposes of ensuring the accuracy of the writing of such minutes, the minutes of every General Committee Meeting shall be signed by the chairman of that meeting or the chairman of the next succeeding meeting verifying their accuracy.

## **25. GENERAL MEETINGS**

- (i) The quorum for a General Meeting shall be forty-five (45) members being Life Members, Senior Members, Full Members or Provisional Members;
- (ii) No business shall be transacted at any General Meeting unless the requisite quorum shall be present at the commencement of the business;
- (iii) If, within fifteen (15) minutes from the time appointed for the meeting, a quorum is not present, the Meeting, if it be an Extraordinary General Meeting, shall be dissolved, but if it be an Annual General Meeting, it shall stand adjourned to the same day in the next week at the same time and place, or to such other day, time and place as the Committee may by notice to the members appoint. If at such adjourned Meeting a quorum is not present, the Meeting may, in the discretion of the Committee, be adjourned to a date and place to be fixed by the Committee or may be dissolved;
- (iv) The President of the Club shall be entitled to take the chair at every General Meeting. In the absence of the President, the Vice President shall take the chair at all meetings, and in the absence of both the President and the Vice President, either the Men's Captain or the Women's Captain (as they may decide or by lot) shall take the chair. If there be otherwise no chairman, or if at any Meeting none of the abovementioned entitled to take the chair shall be present within fifteen (15) minutes after the time appointed for holding such meeting or if any person eligible to act as chairman shall be unwilling to act, the members present shall choose one of their number to be chairman;
- (v) At any General Meeting, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority and an entry to that effect made in the minute book of proceedings, shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution;
- (vi) The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished from the meeting from which the adjournment took place. A resolution passed at any adjourned meeting shall for purposes be treated as having been passed on the date when it was in fact passed and shall not be deemed to be passed on any earlier date;
- (vii) The Chief Executive Officer shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every General Meeting to be entered in a book to be open for inspection at all

reasonable times by any financial member who previously applies to the Chief Executive Officer for that inspection. The minutes of every General Meeting shall be signed by the chairman of that meeting or the chairman of the next succeeding General Meeting or the chairman of the next General Committee meeting verifying their accuracy.

## **26. ANNUAL GENERAL MEETINGS**

- (i) The Annual General Meeting of the Club shall be held at least once in every period of twelve months within three months after the close of the financial year at such time and place as the Committee may determine;
- (ii) The business of the meeting shall be:
  - (a) The consideration and adoption of the Annual Report;
  - (b) The consideration and adoption of the Audited Balance Sheet and Statement of Accounts;
  - (c) The election of Office-Bearers and Committee persons;
  - (d) The election of an Auditor or Auditors;
  - (e) The consideration of any proposed resolutions;
  - (f) Such other business as shall have been specified in the notice convening the meeting or as may be properly brought before the meeting – for any business to be “properly brought” before the meeting in accordance with this sub-rule, written notice thereof must be given to the Chief Executive Officer at least forty eight (48) hours prior to the date of the meeting but such business may only be discussed and not voted upon.
- (iii) Any member who proposes that a resolution be put at an Annual General Meeting must submit the proposed resolution in writing to the Chief Executive Officer at least twenty one (21) clear days prior to the date of the Annual General Meeting, and such resolution must be signed by the proposer and a seconder;
- (iv) At least seven (7) clear days’ notice of such meeting shall be sent by the Chief Executive Officer to members of all classes provided that no proposed alteration of these Rules shall be dealt with except in accordance with Rule 41;
- (v) A copy of the audited financial statement with a report upon the affairs of the Club, and, in the event that a ballot for election has not been necessary, a list of the candidates for election shall be posted to members of all classes at least seven (7) days before the Annual General Meeting.

## **27. EXTRAORDINARY GENERAL MEETINGS**

- (i) An Extraordinary General Meeting may be called by direction of the General Committee at any time. In addition an Extraordinary General Meeting shall be called by the Chief Executive Officer within fourteen (14) days after the receipt of a requisition to that effect signed by not less than forty-five (45) members of the Club specifying the subject to be discussed at such meeting;

- (ii) Notice of any such Meeting specifying the matter to be discussed shall be posted on the notice board in the Clubhouse, and shall be sent by post to all Members entitled to vote by the Chief Executive Officer at least seven (7) clear days prior to the date fixed for the holding thereof;
- (iii) No business shall be transacted at an Extraordinary General Meeting except that of which notice shall have been given as aforesaid;

## **28. VOTING**

- (i) At any General Meeting every question shall, unless otherwise demanded or by these Rules provided, be decided by a show of hands by members present and entitled to vote and no vote by proxy shall be permitted;
- (ii) On a show of hands, or on a poll or on a ballot paper, every Life Member, Full Member, Provisional Member or Senior Member shall have one vote. No other class of member shall be entitled to vote;
- (iii) At any General Meeting the chairman shall have both a primary and a casting vote.;
- (iv) No member whose subscription, or part thereof, is more than one month in arrears at the time of the meeting shall be entitled to attend or vote at any General Meeting of the Club provided that, any member who has elected to pay, and has paid his subscription in two half yearly instalments in accordance with the provisions of Rule 32(i) will not be considered to be in arrears;

## **29. ATTENDANCE BOOK**

Those present at a General Meeting, Annual General Meeting or Extraordinary General Meeting shall sign a book to be kept for that purpose by the Chief Executive Officer.

## **30. FEES AND SUBSCRIPTIONS**

- (i) (a) Subject to the provisions of sub-rule (d) below, the entrance fees, annual subscriptions, green fees, levies and other dues for the classes of membership of;  
Full Member,  
Senior Member,  
Provisional Member and  
Six Day Member  
shall be determined by the members of the Club in General Meeting.  
(b) The Committee shall have the power to set the entrance fees, annual subscriptions, green fees, levies and other dues for the other classes and sub-categories of membership.  
(a) A list of such entrance fees, annual subscriptions, green fees, levies and other dues for each class and sub-category of membership shall be set out in the annual fixture calendar of the Club.

(b) Notwithstanding anything contained in these Rules to the contrary, the Committee shall have the power if it sees fit so to do from time to time (but not more than once in each of the Club's financial years) and without the necessity of calling a General Meeting, to increase or reduce the annual subscription of any or all of the several classes of members by an amount of up to 5%

AND FURTHER PROVIDED HOWEVER the Committee shall have the power to set entrance fees for all classes of membership from zero up to a maximum of four times the then current annual subscription of the particular class as required to respond to the current market conditions.

- (ii) Any goods and services tax (GST) or other similar tax payable by the Club pursuant to the payment of annual subscriptions by the several classes of members or the payment of any other amount determined in accordance with sub-rule (i) of this Rule, shall be payable by members upon the Club's written request from time to time. It is the intent of the provisions of this Rule 30 (ii) that the members shall bear the cost of GST without any detrimental reduction in monies received by the club.

### **31. ENTRANCE FEES**

- (i) The several classes of members shall pay entrance fees in accordance with the entrance fee for that particular category of Membership then prevailing;
- (ii) Entrance Fees shall be payable in full on joining the Club, except that by negotiation with the Club, payments may be made over a period upon terms to be decided in the absolute discretion of the Committee, such period not to exceed 5 years;
- (iii) Failure to pay any instalments will invoke the provisions of Rule 32(vii);
- (iv) Any Full Member or Provisional Member who resigns his or her membership within three years of his or her election as a member of the Club and who satisfies the Committee that such resignation has been caused by an involuntary transfer from Brisbane arising out of his or her employment or because of ill-health or for some other reason satisfactory to the Committee may apply to the Committee for some rebate of the entrance fee paid by him or her and the Committee may in its absolute discretion pay any rebate agreed upon.

### **32. ANNUAL SUBSCRIPTIONS**

- (i) All membership subscriptions shall be at an annual rate and shall be due in advance on 1<sup>st</sup> October in each year, provided that Full, Provisional and Senior Members may, upon giving to the Chief Executive Officer or the Committee written notice of their intention so to do on or before 1<sup>st</sup> October, pay their subscription in two equal instalments on or before the first days of October and April. A member elected to membership after 1st October in any year shall pay an amount equal to one-twelfth of the annual subscription for every

- full month thereof which may intervene between the date of their election and 1st October then ensuing;
- (ii) The annual subscription payable from time to time for Intermediate members, Junior members, may be determined at different rates according to the particular age of those members, as the case may be;
  - (iii) Except as provided in Rule 13(g), no member shall be entitled to any refund of an annual subscription but on transfer to a category of membership with a lesser annual subscription shall be entitled to a credit at the lesser rate from the next full month as the case may be;
  - (iv) At least fourteen days before 1<sup>st</sup> October in each year the Chief Executive Officer shall notify all members of the amount of the annual subscription, locker fees and other charges due for the ensuing year, and no further notice shall be necessary;
  - (v) If any member shall fail to pay his or her annual subscription or any instalment of his or her annual subscription or any levy duly made or outstanding entrance fee then due in accordance with these Rules within 14 days of the date upon which such subscription, instalment or levy or outstanding entrance fee becomes due, then from the date of expiration of the said 14 days he or she:
    - (a) Shall, at the discretion of the Committee, be liable to pay a fine amounting to 10% per annum of the sum due and unpaid at the end of each calendar month thereafter; and
    - (b) Shall not be eligible to participate in any Club competition.
  - (vi) Any member who has not paid his or her annual subscription, instalment, levy, fine or outstanding entrance fee then due on or prior to the last day of the first calendar month following the date upon which such annual subscription, instalment, levy, fine or outstanding entrance fee becomes due shall thereafter be suspended from membership of the Club until such annual subscription, instalment, levy, fine or outstanding entrance fee is paid and he or she shall during such suspension cease to exercise any of the privileges of membership; PROVIDED THAT the Committee shall have power to lift any such suspension on such terms and conditions as to payment of arrears as they in their absolute discretion think fit to impose;
  - (vii) Notwithstanding any provision herein contained, any member who has not paid his or her annual subscription, instalment, levy, fine or outstanding entrance fee then due on or prior to the last day of the second calendar month following the date upon which such annual subscription, instalment, levy, fine or outstanding entrance fee becomes due shall thereafter ipso facto cease to be a member of the Club as the case maybe and he or she shall be notified by the Chief Executive Officer to that effect, and his or her name shall be removed from the Register of Members of the Club;
  - (viii) The Committee shall have power to make special arrangements with regard to the method of payment of moneys to the Club with any members such as on extended terms.

### **33. LEVIES**

The Committee with the sanction of a General Meeting of the Club may make a levy upon all or any of the classes of Members except Life Members, Honorary Members, and Temporary Members and shall have power, with the like sanction, to differentiate as to the amount of such levy payable by the various categories of membership. A levy once made in accordance with this Rule shall be, and be deemed to be, included in, and form part of, the annual subscription of any and every class of membership.

### **34. PROPERTY AND INCOME**

- (i) The income and property of the Club whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to or amongst the members of the Club provided that nothing herein contained shall prevent the payment in goodfaith of interest to any such member in respect of moneys advanced by him to the Club or otherwise owing by the Club to him or of remuneration to any officers or servants of the Club or to any member of the Club or other person in return for any services actually rendered to the Club provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Club or reasonable and proper rent for premises demised or let to the Club;
- (ii) No member shall take away from the Club any article the property of the Club, and any member destroying, breaking or otherwise damaging the property of the Club may be called upon by the Committee to make good such damage.

### **35. CHEQUES**

All cheques, Bills of Exchange, Promissory Notes, Deposit Notes or other obligations shall be drawn, made or accepted or endorsed, on behalf of the Club by one of the President, Honorary Treasurer or other member authorised from time to time by the Committee and by one of the Chief Executive Officer or other employee authorised from time to time by the Committee.

### **36. HONORARY TREASURER**

The Honorary Treasurer shall cause to be kept correct accounts and books usually showing the financial affairs of the Club, and the particulars shown in books of that nature and shall pay into such bank as the Committee may from time to time direct to the credit of the Club, all moneys that may be received and shall submit a statement of the financial affairs of the Club to the Annual



General Meeting, such statement having been previously examined and reported upon by the Auditor.

### **37. AUDITOR**

There shall be one or more Auditors (not being member/s of the Committee) who shall be elected annually at the Annual General Meeting. Such Auditor or Auditors shall audit the accounts annually, and the audited statement of income and expenditure, assets and liabilities, mortgages, charges and securities affecting the property of the Club for each financial year shall be laid before the members in General Meeting. The Auditor shall have power to call for the production of all books, papers, accounts and documents relating to the affairs of the Club. The Committee shall have the power to fill any temporary vacancy in the office of Auditor.

### **38. FINANCIAL YEAR**

The financial year of the Club shall close on 30<sup>th</sup> September each year.

### **39. CHIEF EXECUTIVE OFFICER**

- (i) The Committee shall appoint a Chief Executive Officer who shall hold office for such term and upon such conditions and be paid such salary as the Committee may from time to time determine;
- (ii) The Chief Executive Officer shall have the custody of the books, documents, instruments of title and securities of the Club and shall be responsible for the keeping of correct accounts and books showing the financial affairs of the Club and the particulars usually shown in books of alike nature. He shall also perform the duties of Secretary of the Club and such other duties as the Committee may prescribe, or in accordance with the requirements of the Associations Incorporation Act 1981 or any amendment thereof;
- (iii) The Chief Executive Officer shall be responsible to the Committee for the overall management of the Club and for all paid employees of the Club.

### **40. COMMON SEAL**

- (i) The Common Seal of the Club shall be kept at the Clubhouse in such custody as the Committee shall direct;
- (ii) The device of the Common Seal shall have the name of the Club within two concentric circles and encircling the word "Common Seal";
- (iii) The Common Seal of the Club shall not be affixed to any instrument except by authority of the Committee, and every instrument to which the Common Seal is affixed shall be signed by any two Members of the Committee or by a Member of the Committee and the Chief Executive Officer.

## **41. ALTERATION OF RULES**

Subject to the provisions of the Associations Incorporation Act, these Rules may be amended, rescinded or added to from time to time by a special resolution carried at any General Meeting PROVIDED THAT:

- (a) At least Forty-five (45) members entitled to vote are present; and
- (b) At least three-quarters of the votes cast are in favour of the motion, provided that the number of votes cast in favour of the motion shall be not less than thirty four (34); and
- (c) Notice of such special resolution shall have been posted on the Notice Board on the two Saturdays previous to the meeting and seven (7) clear days notice of the proposed amendment, rescission or addition shall have been sent by the Chief Executive Officer in writing to such Members of the Club entitled to vote.

## **42. VISITORS**

- (i) Subject to the provisions of Rule 10 members may introduce visitors;
- (ii) No visitor shall be introduced on more than seven days in any one financial year nor more than on three days between the months of March and November both inclusive;
- (iii) Visitors shall have such privileges as the Committee may from time to time determine;
- (iv) No visitor shall be supplied with liquor unless accompanied by a member;
- (vi) The member introducing a visitor shall be responsible for the conduct of such visitor in the Club and the payment of his or her green fees;
- (vii) The Committee may on special occasions (to be determined in the discretion of the Committee) vary the operation of the Rules in this Chapter, provided that nothing shall be done to offend the provision of the Liquor Act.

## **43. LIQUOR LICENCE**

- (i) The Club being the holder of a Golf Club Licence under the provisions of the Liquor Act of 1992 as amended, the Rules of the Club shall be deemed to include all such Rules as may be required by the said Acts or any amendment thereof for the purpose of holding the said licence and in the event of any conflict between these Rules and the Rules required by the said Act, the Rules required by the said Act shall prevail;
- (ii) Without binding the generality of the foregoing:
  - (a) No payment or part payment to any Chief Executive Officer or other officer or employee of the Club shall be made by way of commission or allowance from or upon the receipts of the Club for any liquor sold or supplied, or from any other source whatsoever.
  - (b) No liquor shall be sold or supplied to persons prohibited under the said Act.

(c) No liquor shall be sold or supplied for consumption elsewhere than on the premises of the Club, nor shall liquor be permitted or suffered to be carried away from such premises unless permitted by the said Act.

(d) No liquor shall be sold or supplied or consumed on the premises of the Club on any days or during such hours, or sold or supplied or permitted to be consumed by any persons, who are prohibited by Act of Parliament or lawful Proclamation.

(e) No liquor shall be sold or supplied to a person save a member of the Club, a guest of a member of the Club or a member of another Golf Club.

(f) No person shall be allowed to become Honorary, or Temporary (as defined by the Act) of the Club or to be relieved of the regular subscription, except those possessing the qualification for such Membership as defined in these Rules and subject to the conditions and provisions prescribed in respect thereof.

#### **44. COMPLAINTS**

All complaints shall be made in writing to the Chief Executive Officer of the Club who, if he shall be unable to deal with them, shall submit them to the Committee whose decision shall be final. In no instance shall a servant or employee of the Club be reprimanded directly by a member.

#### **45. NOTICES**

- (i) Any notice required to be served on a Member shall be in writing and may be served;
  - (a) Personally; or
  - (b) By posting in a pre-paid envelope or wrapper addressed to him or her at his or her address as shown in the Register of members of the Club; or
  - (c) By electronic mail at the address advised by the member to the Club.

EXCEPT THAT notices required in accordance with the provisions of Rules 15, 15A, 15B and 21 (vi) shall be delivered personally or sent by post.

It shall be the responsibility of the member to notify the Chief Executive Officer in writing of any change of address (residential, mailing, electronic or otherwise).

- (ii) Any notice sent by post or electronic mail shall be deemed to have been duly served at the time when the envelope or wrapper or electronic mail containing such notice would in the ordinary course be delivered; and in proving such service it shall be sufficient to prove that the envelope/wrapper/electronic mail was properly addressed and sent in the appropriate manner. A certificate in writing signed by the Chief Executive Officer or other officer of the Club that such was done shall be prima facie evidence thereof.

## **46. NOTICE BOARD**

There shall be provided in the Clubhouse a notice board. No paper, notice or placard, written or printed, shall be posted on the notice board or elsewhere in the Clubhouse without the sanction of the Chief Executive Officer.

## **47. SPONSORED CLUBS**

- (i) The Club may sponsor any associated or affiliated Club;
- (ii) Members of associated or affiliated Clubs:
  - (a) Shall be permitted to play on the Course at such time and on such conditions as may from time to time be prescribed by the Committee;
  - (b) Shall be permitted to enjoy the Club's facilities at such times and upon such conditions as may from time to time be prescribed by the Committee;
  - (c) Shall be subject to such restrictions and the payment of such fees as may from time to time be determined by the Committee;
  - (d) If under the age of eighteen years shall not be permitted in the bar nor be allowed to purchase or consume alcoholic liquors on the Club premises.

## **48. WINDING UP**

- (i) The Club shall be wound up or dissolved in the event of the Life, Full and Senior Membership thereof being less than forty-five (45) persons in total;
- (ii) The Club may be wound up upon the vote of three-fourths majority of those members present and entitled to vote at a General Meeting convened to inter alia consider the question;
- (iii) If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club but shall be given or transferred to such other institution or institutions having objects similar to the objects of the Club, and which shall prohibit the distribution of its or their dividends, profits, income or property amongst its or their members to an extent at least as great as is imposed on the Club under or by virtue of these Rules, or to such charitable object or objects as the members of the Club may at or prior to the time of dissolution determine, and in default of any such determination as a Judge of the Supreme Court of Queensland may decide.

## **49. INDEMNITY**

- (i) Every member of the General Committee and the Sub- Committees, the Chief Executive Officer and every other officer or servant of the club shall be indemnified by the Club, and it shall be the duty of the Committee, out of the funds of the Club, to pay all costs, losses and expenses which any such officer or servant, acting with the authority of the Committee, may incur or be liable to by reason of any contract

- entered into or act or deed done by him or her in the discharge of his or her duties; and the amount for which such indemnity is given shall immediately attach as a lien on the property of the Club, and have priority as between members over all other claims;
- (ii) No Member of the Committee Sub-Committees or other officer of the Club shall be liable:
- (a) For the acts, receipts, neglects or defaults of any other member of the Committee or officer; or
  - (b) For the joining in any receipt or other act for conformity; or
  - (c) For any loss or expenses happening to the Club through the insufficiency or deficiency of the title to any property acquired by order of the Committee for or on account of the Club; or
  - (d) For the insufficiency or deficiency of any securities in or upon which any of the moneys of the Club shall be invested; or
  - (e) For any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any money, securities or effects shall be deposited; or
  - (vi) for any other loss, damage or misfortune whatever that shall happen in the execution of the deeds of his office or in relation thereto unless the same shall happen through his own wilful act, neglect or default.

**END**