

Latrobe Golf Club

ACN 004 276 831
(A Company Limited by Guarantee and Not Having a Share Capital)

Farm Road Alphington Vic 3078

CONSTITUTION

Updated 15th June 2007

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Part A — Introduction

1. General

- 1.1 This *Constitution* replaces the former Memorandum and Articles of Association of the Latrobe Golf Club.
- 1.2 The name of the Club is “Latrobe Golf Club”.
- 1.3 The Club is a public company limited by guarantee.
- 1.4 The liability of the Members of the Club is limited.
- 1.5 Every member of the Club undertakes to contribute to the assets of the Club in the event of the Club being wound up during the time that he/she is a member, or within one year afterwards, for payment of the debts and liabilities of the Club contracted before the time at which he/she ceases to be a member, and of the costs, charges and expenses of winding up the Club, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding \$40.00.
- 1.6 The Club is incorporated as a non-profit organisation and is not to be carried on for the purpose of trading or securing pecuniary profit for its members, and without limiting the foregoing if the Club is wound up or its incorporation cancelled as set out in Clause 63 the income and property of the Club must be used and applied solely to the promotion of its purposes and the exercise of its powers as set out in this *Constitution*.

2. Interpretation and Definitions

- 2.1 This *Constitution* shall be construed with reference to the provisions of the *Corporations Act* and the terms used in this Constitution shall be taken as having the same respective meanings as they have used in the *Corporations Act*.
- 2.2 In this *Constitution* the following definitions apply unless there be something in the subject or context inconsistent therewith:–

“**Annual Subscription**” means the annual subscription payable by a Member, as determined from time to time pursuant to Clause 28.

“**Committee**” means the persons referred to in Clause 38.

“**By Laws**” means the *By Laws* referred to in Clause 49, which may be changed from time to time by the Committee.

“**Club**” means the Latrobe Golf Club ACN 004 276 831.

“**Corporations Act**” means the *Corporations Act* (Commonwealth) 2001 as amended from time to time.

“**Committee Member**” means a person appointed as a Committee Member of the Club in accordance with this *Constitution*.

“**Entrance Fees**” means the entrance fee payable by a Member, as determined from time to time pursuant to Clause 28.

“**Financial Members**” means those Members who have paid the full amount of the Entrance Fee applicable to their category of membership, have paid their current Annual Subscriptions or relevant instalments thereof and are not overdue with any other payments due to the Club.

“**General Body of Members**” means persons elected or appointed to the categories of the membership of the Club referred to in Clause 6.1.

“**General Manager**” means the person for the time being performing the duties of the Secretary of the Club for the purposes of the *Corporations Act* and as referred to in Clause 40.2.

“**General Meeting**” means a general meeting of Members of the Club, as referred to in Clause 50.

“**GST**” means any tax, levy or impost generally imposed pursuant to *A New Tax System (Goods and Services Tax) Act* 1999 (or any other Bill or Act of the Commonwealth of Australia) in respect of goods or services provided by the Club to a Member.

“**Levy**” means a compulsory fee imposed by the Club, payable annually or otherwise, as referred to in Clause

45.7.

“**Liquor Control Reform Act**” means the *Liquor Control Reform Act* 1998 as amended from time to time.

“**Officers**” means the members of the Committee referred to in Clause 39 and comprises the President, Vice President, Captain and the Treasurer.

“**Member**” means a person within a category of membership referred to in Clause 6.1 or 6.2.

“**Month**” means calendar month.

“**Other Committee Member**” means a Committee Member who is not an Officer of the Club.

“**Special Resolution**” means a resolution that must be passed by at least 75% of the votes cast (including proxies) by Members attending a General Meeting who are entitled to vote.

“**Sundry Charges**” means sundry charges payable by a Member, as set out in the *By Laws* from time to time.

“**Total Membership**” means the sum of the membership in all categories of membership, excluding Temporary and Honorary Members.

“**Voting Members**” means persons who belong to the General Body of Members and any Approved Named Players of Corporate Members and who are also Financial Members. They are entitled to vote at General Meetings.

“**Weekdays**” means Monday to Friday (both inclusive).

“**Year**” or “**Financial Year**” means the Club’s financial year, which is currently from 1 March to the last day of February of the next year.

- 2.3 In this *Constitution* words importing the singular number include the plural number and vice versa. Words importing the masculine gender include the feminine gender and vice versa, unless the contrary intention appears.
- 2.4 In this *Constitution* the headings are for ease of reference only and shall not be taken as part thereof or in any manner affect the interpretation or construction of the same.
- 2.5 In this *Constitution* the Provisions and Regulations of the *Corporations Act* and of the *Liquor Control Reform Act* apply with overriding force and effect save and except as legally modified in this *Constitution*.
- 2.6 Any reference to a specific provision of the *Corporations Act* shall be deemed to be a reference to that section as amended from time to time and to any replacement provision(s).

3. Objects

- 3.1 The purposes for which the Club is established are:
 - (a) to promote the game of golf;
 - (b) to promote and encourage membership of the Club;
 - (c) to provide and maintain from the joint funds of the Club a suitable golf course, club house and other facilities for the Members and their guests;
 - (d) to encourage and support other individuals and organisations (including companies, trusts, charitable bodies and associations whether incorporated or unincorporated) with compatible objects; and
 - (e) to encourage contributions from individuals and organisations (including companies, trusts, charitable bodies and associations whether incorporated or unincorporated) with compatible objects.
- 3.2 The Club shall continue to hold and/or renew from time to time any necessary licences, permits or other provisions for the sale and disposal of liquor within the meaning of the *Liquor Control Reform Act* or any Act passed in substitution therefore or amending the same.
- 3.3 The Club may do all such lawful things as are incidental or conducive to the attainment of Clause 3.1, or which may be calculated to advance directly or indirectly the interests of the Club.
- 3.4 The income, property and other assets of the Club however derived shall be applied solely towards the promotion of the Objects of the Club, as set forth in this *Constitution*. No part of the assets of the Club shall be paid transferred directly or indirectly by way of dividend, bonus, gratuity or otherwise by way of profit to any of the Members of the Club.
- 3.5 The Club is an Equal Opportunity Employer.

4. Powers

- 4.1 The Club shall have all of the powers of a natural person and the powers set out in Section 124 of the *Corporations Act*.
- 4.2 Without limitation to the powers set out in Clause 4.1, the Club shall have the power to:
- (a) issue debentures, unsecured notes, mortgages, charges or other obligations of the Club;
 - (b) carry on business conducive or incidental to one or more of the Objects of the Club and to employ therein all or any of the funds of the Club and to withdraw such funds or any part therefrom as it may deem fit;
 - (c) extend the period of payment of any debenture, unsecured note, mortgage, charge or other obligation or any part thereof on such terms and conditions as the Club may from time to time determine;
 - (d) buy, sell and deal in all kinds of apparatus and all kinds of provisions, to Members, visitors and guests;
 - (e) 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 purpose of, or capable of being conveniently used in connection with, any of the Objects of the Club;
 - (f) enter into any arrangements with any Government or authority, Federal, State, municipal, local or otherwise;
 - (g) appoint, employ, remove or suspend, in accordance with all applicable legislation, such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the Objects of the Club;
 - (h) establish and support or aid in the establishment and support of foundations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Club or the dependants or connections of any such persons and to grant pensions and allowances and to make payments towards insurance;
 - (i) construct, improve, maintain, develop, extend, rebuild, alter, manage 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, extension, rebuilding, alteration, management or control thereof;
 - (j) invest and deal with the money of the Club not immediately required in such manner as may be permitted by law for the investment of Club funds;
 - (k) borrow or raise or secure the payment of money in such manner as the Club may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Club in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Club's property (both present and future), and to purchase, redeem or pay off any such securities;
 - (l) make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
 - (m) sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Club;
 - (n) take or hold mortgages, liens and charges to secure payment of the purchase price, 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;
 - (o) take any gift of property whether subject to any special trust or not, for any one or more 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;
 - (p) take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of obtaining new Members or procuring contributions to the funds of the Club;
 - (q) publish, using any lawful and appropriate dissemination medium, any newspapers, periodicals, books, leaflets, advertisements or other material for the promotion of its objects;
 - (r) institute, prosecute and compromise legal proceedings;
 - (s) organise exhibitions, conferences, meetings and other events for social, educational, recreational, entertainment or informative purposes;
 - (t) have a direct or indirect interest in, or to establish or participate in the formation of, any trust, association

(whether incorporated or otherwise), company or joint venture (hereinafter called "organisation") provided such organisation does not have objects inconsistent with the aforesaid Objects; and

- (u) to do all such other things as are incidental or conducive to the attainment of any of the aforesaid Objects and/or the exercise of any of the powers of the Club.

- 4.3 Notwithstanding anything contained in Clause 4.2, the Committee shall not, without the sanction of the Club in General Meeting demise, under-let, exchange, lease, sell or otherwise dispose of the whole or any part of the real property of the Club.
- 4.4 Notwithstanding anything contained in Clause 4.2, no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Committee Member of the Club except for:
 - (a) the reimbursement of out of pocket expenses incurred by a Committee Member in the performance of his or her duties where the amount payable does not exceed an amount previously approved by the Committee, or in accordance with the approved guidelines as set out in the *By Laws*;
 - (b) the provision of a financial benefit (including without limitation and indemnity or payment of an insurance premium) to which Section 212 of the *Corporations Act* refers, provided that any such amount does not exceed an amount previously approved by the Committee; and
 - (c) payment for any services rendered, or goods (other than liquor) supplied, by the Committee Member in a capacity other than his or her capacity as Committee Member, provided that any such amount does not exceed an amount previously approved by the Committee and does not exceed an amount which would be commercially reasonable for such goods or services.
- 4.5 Subject to Clause 4.4 and to the different rights and privileges attaching to the different categories of Members, no Member shall receive a greater profit benefit or advantage from the Club other than that received by every Member of the Club (other than salary or wages paid to employees).

Part B — Membership

5. Membership

- 5.1 The culture of the Club is one of equal opportunity and non discrimination.
- 5.2 All categories of membership of the Club are open to persons of either sex.
- 5.3 The Members of the Club shall be the following persons, until his, her or its membership ceases:
- (a) every person who is a Member of the Club as at the date of the adoption of this Constitution; and
 - (b) every person who on or after the date of the adoption of this Constitution is elected as a Member of the Club.
- 5.4 Applications for membership shall be received and considered as follows.
- (a) Applications must be made in writing on the prescribed Application Form which, together with the required information about candidates for membership to be provided shall be determined in accordance with the *By Laws*.
 - (b) Each candidate for membership, other than for Life Membership, shall be proposed by one and seconded by another of the General Body of Members of the Club, each of whom shall have been a member in any category for at least 12 months.
 - (c) Details of candidates for membership shall be published in a conspicuous place for perusal by members for at least seven days prior to consideration for election by the Committee. Any member who wishes to make comment about an applicant must do so in writing to the Committee for its consideration when such candidate is being considered for election to the Club.
 - (d) An interval of at least two weeks shall elapse between the nomination and election of any member.
 - (e) The Committee shall be an election committee for the purposes of the *Liquor Control Reform Act*; it shall consider and make determinations by ballot upon applications for membership. The Committee shall not be bound to elect to membership any candidate nor to give any reason for the non election of any candidate.
- 5.5 When a candidate's application for membership has been approved by the Committee, the General Manager shall send a letter to the candidate advising him/her of the approval. The letter shall also contain an invoice for payment of any applicable Entrance Fee (or approved instalment thereof), the Annual Subscription (or approved instalment thereof), and any applicable Sundry Charges.
- 5.6 Upon payment of such fees, subscriptions and charges, the candidate shall become a Member of the Club. If within one month of dispatch of such letter and invoice the relevant fees, subscriptions and charges or instalment thereof are not paid, the election shall be null and void and all prior payments (if any) made by that candidate to the Club shall be retained by the Club.

6. Categories of Members

- 6.1 The General Body of Members of the Club shall comprise the following categories of Members:
- (a) Life Members;
 - (b) Ordinary Members;
 - (c) Intermediate Members;
 - (d) Restricted Members;
 - (e) Country Members;
 - (f) Senior Members (Ordinary, Intermediate or Restricted);
 - (g) Young Adult Members, who are aged between 18 years and 25 years (Ordinary, Intermediate or Restricted);
- 6.2 Other Categories of Membership of the Club comprise:
- (a) Junior Members, who are below the age of 18 years (Ordinary, Intermediate or Restricted);
 - (b) Cadet Members;
 - (c) Temporary Members.
 - (d) Honorary Members;

- (e) Social Members;
- (f) Corporate Members and their Approved Named Players;
- (g) Members on Leave of Absence.

- 6.3 All Members of the Club, excepting Members in any categories of membership who are under 18 years of age, shall have full rights and privileges to those parts of the Club premises licensed under the *Liquor Control Reform Act*.
- 6.4 Persons who belong to the General Body of Members and any Approved Named Players of Corporate Members and who are Financial Members shall have the right to elect a Committee (comprising the Officers and five Other Committee Members) to manage the business and affairs of the Club.
- 6.5 Persons under the age of 18 years may be elected to various categories of membership, including but without limitation as Junior Members and Cadet Members. However, such Members do not have the full rights and privileges of the General Body of Members until they reach the age of 18 years.
- 6.6 Honorary Members may be elected as provided in Clause 22. No person shall be allowed to become an Honorary Member of the Club or be relieved of the payment of the regular subscription except those possessing the qualifications defined in this *Constitution* and subject to the conditions prescribed in this *Constitution*.
- 6.7 Temporary Members may be elected as set out in this *Constitution*, subject to the conditions prescribed in this *Constitution*.
- 6.8 The General Body of Members shall at all times constitute not less than 60% (or such other amount as is specified by Liquor Licensing Victoria from time to time) of the total membership of the Club, excluding Honorary Members, Temporary Members and guests and visitors, who are considered to be Honorary Members.
- 6.9 Further categories of membership may be approved by the Club by Special Resolution in accordance with this *Constitution* in a General Meeting.
- 6.10 Subject to the express provisions of this *Constitution*, and to any *By Laws*, the Committee shall have the power to determine and define from time to time the playing rights, responsibilities and privileges of the existing and any new categories of membership of the Club, regarding their use of the golf course, other recreational facilities and the Club House.
- 6.11 Subject to Clause 6.8, the number of members in each category shall be determined from time to time by the Committee and specified in the *By Laws*.

7. Register of Members

- 7.1 A Register of Members of the Club shall be kept by the General Manager on the Club's premises. The Register shall include in full the names, addresses, dates of birth and occupations of all Members of the Club and the date of the latest payment of each Member's subscription.

8. Life Members of the Club

- 8.1 On the recommendation of the Committee, any Member who has rendered distinguished and exceptional service to the Club and/or service in the interest of golf, may, at any General Meeting of the Club, be elected a Life Member of the Club without any special payment for such life membership. A two-thirds majority vote of those Members present and voting shall be necessary for such election.
- 8.2 A group of at least 20 Members may in writing nominate a Member to be considered by the Committee for recommendation for Life Membership.
- 8.3 The rights and privileges of Life Members of the Club shall be as determined from time to time by the Committee. Every Life Member of the Club shall be entitled to all the privileges and be subject to all the duties of an Ordinary Member during his or her life. Life Members do not have to pay Annual Subscriptions, but may be required to pay any Sundry Charges and levies, where applicable, in accordance with the *By Laws*.
- 8.4 The criteria for considering the awarding of Life Membership of the Club shall be determined by the Committee from time to time and specified in the *By Laws* and shall include the following:
 - (a) period of Club membership;
 - (b) contribution to the development of the Club;
 - (c) contribution to the progress of golf generally;
 - (d) record of achievement within the Club; and
 - (e) reputation for honesty, integrity and good character.

9. Ordinary Members

- 9.1 Ordinary Members shall be persons who, when elected to this category, are entitled to all the privileges of membership on all seven days of the week, subject to the availability of golf course playing facilities as specified in the *By Laws*.
- 9.2 The Entrance Fee for Ordinary Members shall be determined as specified in Clause 27 and the Annual Subscription for Ordinary Members shall be determined as specified in Clause 28. Sundry Charges covering such matters as insurance and the use of lockers, and levies where applicable, are payable in accordance with the *By Laws*.

10. Intermediate Members

- 10.1 Intermediate Members shall be persons who, when elected to this category, are entitled to all the privileges of membership but are entitled to use the golf course playing facilities on Weekdays and Sundays only, and subject to the availability of golf course playing facilities as specified in the *By Laws*. They may not use the golf course playing facilities on Saturdays except on such terms and conditions as the Committee may from time to time determine.
- 10.2 Unless otherwise determined by the Members at a General Meeting, the Entrance Fee for an Intermediate Member shall be the same as for an Ordinary Member and the Annual Subscription shall be 85.63% (6/7) of the Annual Subscription for an Ordinary Member, rounded up to the nearest dollar. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

11. Restricted Members

- 11.1 Restricted Members shall be persons who, when elected to this category, are entitled to all the privileges of membership but are entitled to use the golf course playing facilities on Weekdays only, and subject to the availability of golf course playing facilities as specified in the *By Laws*. They may not use the golf course playing facilities on Saturdays and Sundays except on such terms and conditions as the Committee may from time to time determine.
- 11.2 Unless otherwise determined by the Members at a General Meeting, the Entrance Fee for a Restricted Member shall be the same as for an Ordinary Member and the Annual Subscription shall be 71.46% (5/7) of the Annual Subscription for an Ordinary Member, rounded up to the nearest dollar. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

12. Country Members

- 12.1 Country Members are persons whose ordinary place of residence is outside the defined radius of the Club, as specified in the *By Laws*. If any such Member is resident within the defined radius for a continuous period exceeding 3 months in any 12 month period that person shall cease to be a Country Member. A Country Member may use the Club's golf course playing facilities on no more than 12 occasions in any 12 month period. Country Members are not eligible to participate in Club Championships or in any other Board Event (that is, those events the results of which are permanently displayed in the Clubhouse). Otherwise, Country Members shall have the same rights and privileges as Ordinary Members.
- 12.2 Unless otherwise determined by the Members at a General Meeting, the Entrance Fee for a Country Member shall be the same as for an Ordinary Member and the Annual Subscription for a Country Member shall be 25% of the Annual Subscription for an Ordinary Member, rounded up to the nearest dollar. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

13. Senior Ordinary Members

- 13.1 An Ordinary Member, who has been a Member of the Club for at least 25 years and who has attained the age of 65 years, upon application to the Committee may be transferred to Senior Ordinary Membership. Senior Ordinary Members shall have the same rights and privileges as Ordinary Members.
- 13.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription payable by a Senior Ordinary Member shall, in the case of those transferred to Senior Membership before 1 March 2000 be 60%, in the case of those transferred to Senior Membership after 29 February 2000 and before 1 March 2002 be 70%, and in the case of those transferred to Senior Membership after 28 February 2002 be 80% of the Annual Subscription for an Ordinary Member, rounded up to the nearest dollar. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

14. Senior Intermediate Members

- 14.1 An Intermediate Member who has been a Member of the Club for at least 25 years and who has attained the age of 65 years may upon application to the Committee be transferred to Senior Intermediate Membership. Senior Intermediate Members shall have the same rights and privileges as Intermediate Members.
- 14.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription payable by a Senior Intermediate Member shall, in the case of those transferred to Senior Membership before 1 March 2000 be 51.43% (6/7 of 60%), in the case of those transferred to Senior Membership after 29 February 2000 and before 1 March 2002 be 60% (6/7 of 70%), and in the case of those transferred to Senior Membership after 28 February 2002 be 68.57% (6/7 of 80%) of the Annual Subscription for an Ordinary Member, rounded up to the nearest dollar. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

15. Senior Restricted Members

- 15.1 A Restricted Member who has been a Member of the Club for at least 25 years and who has attained the age of 65 years may upon application to the Committee be transferred to Senior Restricted Membership. Senior Restricted Members shall have the same rights and privileges as Restricted Members.
- 15.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription payable by a Senior Restricted Member shall, in the case of those transferred to Senior Membership before 1 March 2000 be 42.86% (5/7 of 60%), in the case of those transferred to Senior Membership after 29 February 2000 and before 1 March 2002 be 50% (5/7 of 70%), and in the case of those transferred to Senior Membership after 28 February 2002 be 57.14% (5/7 of 80%) of the Annual Subscription for an Ordinary Member, rounded up to the nearest dollar. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

16. Young Adult and Junior Ordinary Members

- 16.1 Subject to Clauses 16.3 and 16.4, only persons who are between the ages of 18 and 25 years may be Young Adult Ordinary Members and only persons who are under 18 years of age may be Junior Ordinary Members. Such Members have the same playing rights and privileges as Ordinary Members. Subject to this Constitution, Young Adult and Junior Ordinary Members have such other rights and privileges as the Committee prescribes from time to time and specified in the *By Laws*.
- 16.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription for a Young Adult Ordinary Member shall be 40% of the Annual Subscription for an Ordinary Member, rounded up to the nearest dollar, and for a Junior Ordinary Member shall be 25% of the Annual Subscription for an Ordinary Member, rounded up to the nearest dollar. Sundry charges and levies, where applicable, are payable in accordance with the *By Laws*.
- 16.3 On attaining the age of 25 years, a Young Adult Ordinary Member may, upon application to the Committee, be transferred to Ordinary Member category (or to a lesser category of membership should he or she so desire), subject to vacancies being available. However, such Member is not required to pay the difference between the Annual Subscription for a Young Adult Ordinary Member and an Ordinary Member between the date of his or her 25th birthday and the date of the next regular payment of Annual Subscriptions.
- 16.4 A Junior Ordinary Member on attaining the age of 18 years shall become a Young Adult Ordinary Member. However, such Member is not required to pay the difference between the Annual Subscription for a Junior Ordinary Member and a Young Adult Ordinary Member between the date of his or her 18th birthday and the date of the next regular payment of Annual Subscriptions.
- 16.5 On attaining the age of 25 years, a Junior Member may, upon application to the Committee, be transferred to Ordinary Member category (or to a lesser category of membership should he or she so desire) at the next regular payment of Annual Subscriptions, and subject to vacancies being available. A Junior Member is entitled to remain a Junior Member between the date of his or her 25th birthday and the date of the next regular payment of Annual Subscriptions.

17. Young Adult and Junior Intermediate Members

- 17.1 Subject to Clauses 17.4 and 17.5, only persons who are between the ages of 18 and 25 years may be Young Adult Intermediate Members and only persons who are under 18 years of age may be Junior Intermediate Members. Such Members have the same playing rights and privileges as Intermediate Members. Subject to this Constitution, Young Adult and Junior Intermediate Members have such other rights and privileges as the Committee prescribes from time to time and specified in the *By Laws*.
- 17.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription for a Young Adult

Intermediate Member shall be 34.29% of the Annual Subscription for an Ordinary Member (6/7 of the Annual Subscription of a Young Adult Ordinary Member), rounded up to the nearest dollar, and for a Junior Intermediate Member shall be 21.43% of the Annual Subscription for an Ordinary Member (6/7 of the Annual Subscription of a Junior Ordinary Member), rounded up to the nearest dollar. Sundry charges and levies, where applicable, are payable in accordance with the *By Laws*.

- 17.3 No person shall be elected as a Young Adult or Junior Intermediate Member unless there are waiting lists for Young Adult or Junior Members respectively. Young Adult and Junior Intermediate Members will be transferred to Young Adult and Junior Ordinary Membership respectively as vacancies arise.
- 17.4 On attaining the age of 25 years, a Young Adult Intermediate Member may, upon application to the Committee, be transferred to Intermediate Member category (or to a lesser category of membership should he or she so desire), subject to vacancies being available. However, such Member is not required to pay the difference between the Annual Subscription for a Young Adult Intermediate Member and an Intermediate Member between the date of his or her 25th birthday and the date of the next regular payment of Annual Subscriptions.
- 17.5 A Junior Intermediate Member on attaining the age of 18 years shall become a Young Adult Intermediate Member. However, such Member is not required to pay the difference between the Annual Subscription for a Junior Intermediate Member and a Young Adult Intermediate Member between the date of his or her 18th birthday and the date of the next regular payment of Annual Subscriptions.

18. Young Adult and Junior Restricted Members

- 18.1 Subject to Clauses 18.4 and 18.5, only persons who are between the ages of 18 and 25 years may be Young Adult Restricted Members and only persons who are under 18 years of age may be Junior Restricted Members. Such Members have the same playing rights and privileges as Restricted Members. Subject to this Constitution, Young Adult and Junior Restricted Members have such other rights and privileges as the Committee prescribes from time to time and specified in the *By Laws*.
- 18.2 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription for a Young Adult Restricted Member shall be 28.57% of the Annual Subscription for an Ordinary Member (5/7 of the Annual Subscription of a Young Adult Ordinary Member), rounded up to the nearest dollar, and for a Junior Restricted Member shall be 17.86% of the Annual Subscription for an Ordinary Member (5/7 of the Annual Subscription of a Junior Ordinary Member), rounded up to the nearest dollar. Sundry charges and levies, where applicable, are payable in accordance with the *By Laws*.
- 18.3 No person shall be elected as a Young Adult or Junior Restricted Member unless there are waiting lists for Young Adult or Junior Intermediate Members respectively. Young Adult and Junior Restricted Members will be transferred to Young Adult and Junior Intermediate Membership respectively as vacancies arise.
- 18.4 On attaining the age of 25 years, a Young Adult Restricted Member may, upon application to the Committee, be transferred to Restricted Member category, subject to vacancies being available. However, such Member is not required to pay the difference between the Annual Subscription for a Young Adult Restricted Member and a Restricted Member between the date of his or her 25th birthday and the date of the next regular payment of Annual Subscriptions.
- 18.5 A Junior Restricted Member on attaining the age of 18 years shall become a Young Adult Restricted Member. However, such Member is not required to pay the difference between the Annual Subscription for a Junior Restricted Member and a Young Adult Restricted Member between the date of his or her 18th birthday and the date of the next regular payment of Annual Subscriptions.

19. Young Adult and Junior Members Rights and Entrance Fee Schedule

- 19.1 Young Adult Members are included in the General Body of Members and enjoy full rights and privileges of the Club. Junior Members are restricted in their use of the Club premises in accordance with the Liquor Control Reform Act and as specified in the *By Laws* and are not included in the General Body of Members.
- 19.2 Unless otherwise determined by the Members at a General Meeting, Young Adult and Junior Members are required to pay the same Entrance Fee as that which is applicable to Ordinary Members, at the date of their admission as a Young Adult or Junior Member. The Entrance Fee may be paid in instalments, such that the total amount is paid by the time that the Member reaches 25 years of age, in accordance with the following schedule:

Age on Admission	12	13	14	15	16	17	18	19	20	21	22	23	24
% per annum	7.7	8.3	9.1	10	11.1	12.5	14.3	16.7	20	25	33.3	50	100

20. Cadet Members

- 20.1 Cadet Members shall be persons under 16 years of age who, when elected to this category, are entitled to all the privileges of membership but are entitled to use the golf course playing facilities on Weekdays only, provided they are accompanied by a parent member or nominated guardian member. They may use the golf course playing facilities on Saturdays and Sundays on such terms and conditions as the Committee may from time to time determine and as specified in the *By Laws*.
- 20.2 Unless otherwise determined by the Members at a General Meeting, Cadet Members are required to pay an Annual Fee which is 20% of the Annual Subscription for an Ordinary Member, of which half will be credited to the relevant Entrance Fee payable on transfer to Junior Membership. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.
- 20.3 Cadet Members are restricted in their use of the Club premises, in accordance with the *Liquor Control Reform Act*, and as specified in the *By Laws* and are not included in the General Body of Members.
- 20.4 Upon attaining the age of 16 years Cadet Members will, unless elected to another category of membership, be transferred to Junior Restricted Membership as vacancies arise.

21. Temporary Members

- 21.1 A person who is visiting or is temporarily domiciled in Victoria, or for any other reason as determined by the Committee may be granted Temporary Membership for an initial period not exceeding 3 months. Such Temporary Membership may be extended by the Committee for a further period not exceeding 3 months.
- 21.2 The Entrance Fee for Temporary Members is partly incorporated in their Annual Subscriptions. If a Temporary Member transfers to another category of membership, he/she will be liable to pay the balance of the relevant Entrance Fee. The Annual Subscription for a Temporary Member shall be 110% of the Annual Subscription for Ordinary Members, rounded up to the nearest dollar and is payable on a pro-rata basis quarterly or monthly in advance. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.
- 21.3 The rights and privileges of Temporary Members shall be as determined from time to time by the Committee and specified in the *By Laws*. In general they will be the same as Ordinary Members. However, Temporary Members shall not be included in the total membership of the Club and are not entitled to vote at General Meetings.
- 21.4 The Committee shall have the power to revoke the membership of any Temporary Member without notice and without giving reasons.

22. Honorary Members

- 22.1 The Committee may grant Honorary Membership, with rights and privileges as specified in the *By Laws*, to the following:
- (a) persons who have rendered distinguished service to the community or special services to the Club;
 - (b) persons who are competing in any golf tournament, competition or match approved by the Club on the Club golf course, and persons accompanying competitors in such events;
 - (c) persons who are acting in an official capacity in relation to any golf tournament, competition or match approved by the Club on the Club golf course;
 - (d) members of other Clubs (Reciprocal Clubs) having compatible objects to the Club with whom the Club has established a reciprocal membership agreement.

In the case of persons covered by (a) above, such membership shall only be awarded by the Committee. The General Manager shall keep appropriate records of the names and addresses of all such Honorary Members. Such records shall specify the occasion or period in respect of which such Honorary Membership is applicable.

In the case of persons covered by (b) and (c) above, such membership shall be considered to be awarded by the Committee as a result of approval of the conduct of the particular event.

In the case of (d) above, such membership shall be awarded by the Committee following application by the member of the Reciprocal Club to the General Manager. The Committee may delegate to the General Manager the right to approve such Honorary Membership.

- 22.2 The rights and privileges of a member of a Reciprocal Club at the Club shall be in accordance with any reciprocal membership agreement between the respective Clubs, as specified in the *By Laws*, and shall be most nearly equivalent to those of the category of membership to which he/she belongs at the Reciprocal Club.
- 22.3 Honorary Members pay no Entrance Fee, no Annual Subscriptions and no Sundry Charges or levies. They shall not

be included in the total membership of the Club and are not entitled to vote at General Meetings.

- 22.4 The Committee shall have the power to revoke the membership of any Honorary Member without notice and without giving reasons.

23. Social Members

- 23.1 Any person may apply to become a Social Member of the Club. Social Members shall enjoy all the rights and privileges of the Club except for golf course playing facilities. However, a Social Member may, on payment of the Member Introduced green fee specified in the *By Laws*, use the golf course playing facilities on Weekdays up to 4 times in any 12 month period. Social Members are not entitled to vote at General Meetings.
- 23.2 Unless otherwise determined by the Members at a General Meeting, the Entrance Fee for a Social Member shall be 2% of the Entrance Fee for an Ordinary Member, rounded up to the nearest dollar.
- 23.3 Unless otherwise determined by the Members at a General Meeting, the Annual Subscription for a Social Member shall be 5% of the Annual Subscription for Ordinary Members, rounded up to the nearest dollar. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.

24. Corporate Members

- 24.1 Corporate membership is available to incorporated bodies. An application for Corporate Membership shall be in such form as the Committee shall determine from time to time. The Committee shall determine whether a particular application for Corporate Membership is accepted. Clauses 5.4 and 5.5 shall not apply to Corporate Members.

Corporate Members, their Approved Named Players and their Associate Named Players are entitled to a range of rights and privileges as agreed between the Committee and the Corporate Member and as specified in the *By Laws*. Corporate Members, through their Approved Named Players, are entitled to vote at General Meetings but are not eligible for election to the Committee or to be an Officer of the Club.

- 24.2 Each Corporate Member is entitled to nominate one representative as its proposed Approved Named Player, subject to each individual representative being approved by the Committee. No Corporate Member may have more than one Approved Named Player at any one time.

The Corporate Member may by notice in writing to the Club substitute another person for its Approved Named Player, subject to such substitute person being approved by the Committee.

- 24.3 Each Corporate Member is entitled to nominate up to a maximum of three additional representatives (the number being dependent on the terms of members' rights and privileges agreed between the Club and the Corporate Member) as its proposed Associate Named Players, subject to each individual representative being approved by the Committee. No Corporate Member may have more than three Associate Named Players at any one time. Associate Named Players are not entitled to vote at General Meetings and are not eligible for election to the Committee or to be an Officer of the Club.

The Corporate Member may by notice in writing to the Club substitute other person/s for its Associate Named Player/s, subject to such substitute person/s being approved by the Committee.

- 24.4 The total annual fee payable by a Corporate Member shall be as determined by the Committee from time to time, and shall be related to the rights and privileges for specified levels of Corporate Membership contained in the *By Laws*. The total annual fee shall incorporate a component for the Entrance Fee and a component for the Annual Subscription. Sundry Charges and levies, where applicable, are payable in accordance with the *By Laws*.
- 24.5 The Approved Named Player and any Associate Named Players of a Corporate Member shall have the same playing rights as and the obligations of Ordinary, Intermediate or Restricted Members respectively, depending on the terms of agreement between the Club and the particular Corporate Member.
- 24.6 The same restrictions on the number of guests permitted on any day apply to the Approved Named Player and any Associate Named Players of a Corporate Member as apply to other Members in the equivalent category of membership. The Approved Named Player and any Associate Named Players of a Corporate Member are subject to the same constraints regarding conduct and behaviour, and are subject to the same disciplinary procedures as apply to other members.
- 24.7 The maximum number of Corporate Members permitted for each of the equivalent of Ordinary, Intermediate and Restricted Members shall be

Ordinary: 6
Intermediate: 12
Restricted: 20

unless altered by the Club in General Meeting.

25. Members on Leave of Absence

- 25.1 Members wishing to take leave of absence from the Club may be granted such leave by the Committee on application and subject to Clause 29.4 of this *Constitution* and the *By Laws*. Members on Leave of Absence shall lose their Member's entitlement to use the Club's playing facilities during such absence. They are not entitled to vote at General Meetings.
- 25.2 Members on Leave of Absence may apply in writing for reinstatement and the Committee may reinstate such Member upon payment of the applicable fees, Sundry Charges and levies, provided the required category is available.
- 25.3 Unless otherwise determined by the Committee, the Annual Subscription payable by a Member while on Leave of Absence shall be 15% of the Annual Subscription for Ordinary Members, rounded up to the nearest dollar. When the Leave of Absence ceases, the Member's Annual Subscription will revert to the current amount applicable for his/her previous category of Membership and the balance (if any) of the current year's Annual Subscription, on a pro-rata basis, shall then be immediately payable.
- 25.4 No Sundry Charges or levies are applicable while a Member is on Leave of Absence unless the Committee determines otherwise. If the Committee determines that any Sundry Charges or levies are applicable, they shall be payable in accordance with the *By Laws*.

Part C — Fees and Charges

26. Application Fee

- 26.1 Upon lodging an application form for membership, an Application Fee shall be payable. The applicable Application Fee shall be determined from time to time by the Committee and specified in the *By Laws*.
- 26.2 If a candidate for membership is both elected and accepts membership, the amount of the Application Fee previously paid shall be deducted from the applicable Entrance Fee. If a candidate is not elected for membership, any previously paid Application Fee shall be refunded. Otherwise the Club shall retain the Application Fee.

27. Entrance Fees

- 27.1 The Entrance Fee for an Ordinary Member shall be one and three-quarters times (rounded to the nearest \$50) the Annual Subscription for an Ordinary Member, unless altered by the Members at a General Meeting.
- 27.2 Unless otherwise determined by the Members at a General Meeting, the Entrance Fees (including any applicable taxes) for other categories of membership shall be as specified in Clauses 10 to 24 of this *Constitution*.
- 27.3 A Member elected to another category of membership for which a greater Entrance Fee is applicable shall be required to pay the difference between his/her new category and his/her previous category.
- 27.4 Young Adult and Junior Members are permitted to pay their Entrance Fee by installments as set out in Clause 19 above, such that the total Entrance Fee is paid by the time they reach the age of 25 years.

28. Annual Subscriptions

- 28.1 The Annual Subscription for the various categories of membership shall be such as determined from time to time by the Committee in accordance with this *Constitution*. Payment of the total Annual Subscription as invoiced, plus any applicable taxes, including without limitation any GST, entitles the Member to be listed in the Register of Members.
- 28.2 The Annual Subscription for Ordinary Members for the next financial year of the Club shall be determined once per year by the Committee. The increase to the Annual Subscription for Ordinary Members shall not be greater than 10% of the current Annual Subscription, unless approved by the Club in General Meeting.
- 28.3 The Annual Subscriptions payable by Members other than Ordinary Members shall be calculated as a percentage of the Ordinary Member Annual Subscription and as specified in this *Constitution*.

29. Payment of Fees and Charges

- 29.1 All Annual Subscriptions, together with any Sundry Charges, levies and any applicable taxes, including without limitation any GST, (unless the Committee otherwise decide in a particular case) shall become due and payable in full and in advance on the first day of every Financial Year.
- 29.2 The Entrance Fee, if determined by the Committee from time to time, may be paid in instalments. Details of the instalments shall be provided on the Member's invoice.
- 29.3 In the case of severe hardship with respect to any individual Member, the Committee may delay the payment of the whole or part of any Annual Subscription, Sundry Charges or levies due to the Club by that Member.
- 29.4 Any Member who has left the Commonwealth of Australia or who for reasons of employment transfers interstate for any portion of a year greater than six months, or because of disability is unable to play golf for a period in excess of six months, and who has previously paid the applicable Annual Subscription shall be entitled to apply for Leave of Absence. If the Committee approves, the Member is entitled to a remission of an amount no greater than the difference between the applicable Annual Subscription and the fee for Leave of Absence. The executors of the estate of any deceased Member may also apply for the remission of an appropriate proportion of the relevant fees providing that there is at least six months between the date of the death of the Member and the commencement of the next financial year. The actual amount to be remitted, if any, shall be determined by the Committee.

30. Failure to Make Payment on Time

- 30.1 Subject to Clause 29.3, if a Member of any category fails to pay any money which he or she owes to the Club within two weeks after it is due, the Committee may impose a fine, not exceeding 10% of the amount owing, upon that Member, and a Notice of Default shall be sent to the Member by the General Manager.
- 30.2 If the monies due and payable remain unpaid for a further period of 14 days from the date of sending such Notice of Default, the defaulting Member shall thereupon be suspended or expelled from the Club, at the discretion of the Committee. If the Member is expelled, his/her name will be removed from the Register of Members. Such Member shall thereupon cease to exercise any of the privileges of membership. However, the Member's name may be restored to the Register (and the privileges restored accordingly) upon payment by the defaulting member of all monies owing to the Club, including without limitation any fines and administration fees, if so approved by the Committee.

Part D — Administration and Procedures

31. Rights and Liabilities of Members

- 31.1 Subject to the express provisions of this *Constitution* and to the *By Laws*, all Members of the Club shall be entitled to be treated equally with other Members. In particular, all Members shall be supplied, at such charges as the Committee shall from time to time determine, with meals, refreshments and any other things as are provided by the Club for the use of its Members.

32. Eligibility for Committee and Officers

- 32.1 Subject to the later provisions of this Clause 32, any Financial Member of the Club who has attained the age of 18 years, and is one of the General Body of Members, is eligible to be nominated and elected as a member of the Committee.
- 32.2 Members eligible to be elected as an Officer of the Club shall be Life Members, financial Ordinary Members and financial Senior Ordinary Members.
- 32.3 No more than two in total of Intermediate Members (including Senior and Young Adult) and Restricted Members (including Senior and Young Adult) may be elected as Other Committee Members of the Club, unless the number of nominations of Life Members, financial Young Adult and Ordinary Members and financial Senior Ordinary Members is such that fewer than three such members could be Other Committee Members.
- 32.4 No Member shall be eligible to be elected as a member of the Committee unless he or she has been a Member of the Club for at least five years by the date of the election.

33. Guests and Visitors

- 33.1 Subject to the *By Laws*, all Financial Members and the General Manager may introduce guests and visitors to the Club. Such guests and visitors shall have the rights and privileges as specified in the *By Laws*. They must comply with the relevant requirements of the *By Laws*, including dress code.
- 33.2 Only Members with rights to use the golf course and the General Manager can introduce visitors to use the golfing facilities. Use of the golfing facilities is only permitted on payment of such green fees and upon such conditions as may be determined from time to time by the Committee and specified by the *By Laws*.
- 33.3 The Committee shall have the power to revoke the rights and privileges of any guests and visitors without notice and without giving reasons. The Committee may delegate these powers to any individual Committee Member, to the General Manager or to the Club Professional.
- 33.4 Players, their guests and officials participating in pennant competitions, the Latrobe Open and other events as specified by the Committee will be granted Temporary Membership of the Club for the day of the competition. Unless otherwise determined by the Committee, and approved by the Club in General Meeting, the number of guests and visitors shall not exceed on any day the number permitted by the terms of any licence granted to the club pursuant to the *Liquor Control Reform Act*.

34. Resignation of Membership

- 34.1 Any Member may resign his/her membership of the Club by giving notice in writing addressed to the General Manager and sent to or deposited at the registered office of the Club. If such resignation is not received before 1 March in any year, the Member resigning shall be liable to pay all monies due and payable to the Club, including the Annual Subscription for the next ensuing financial year, unless otherwise determined by the Committee.
- 34.2 A Member who has resigned and subsequently applied for readmittance to membership of the Club may at the discretion of the Committee be readmitted. He/she may be required to pay an Entrance Fee, as determined by the Committee, based on the difference between the current Entrance Fee and the proportion of the applicable Entrance Fee paid by the Member when that Member resigned.

35. Disputes and Mediation

- 35.1 The grievance procedure set out in this clause applies to disputes under this *Constitution* between
- (a) a Member and another Member;
 - (b) a Member and the Committee;
 - (c) a Member and the Club
- and does not apply to matters encompassed by Clause 36 except as expressly provided in that Clause.
- 35.2 The parties to the dispute must meet and discuss the matter in dispute and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all the parties.
- 35.3 If the parties are unable to resolve the dispute at the meeting or, if a party fails to attend that meeting, then the parties must within 10 days hold a meeting in the presence of a mediator.
- 35.4 The mediator must be
- (a) a person chosen by agreement between the parties; or
 - (b) in the absence of agreement:
 - (i) in the case of a dispute between a Member and another Member, a person appointed by the Committee of the Club; or
 - (ii) in the case of a dispute between a Member and the Club or a Member and the Committee, a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).
- 35.5 A Member of the Club can be a mediator.
- 35.6 The mediator cannot be a Member who is a party to the dispute.
- 35.7 The parties to the dispute must in good faith attempt to settle the dispute by mediation.
- 35.8 The mediator in conducting the mediation must
- (a) give the parties to the mediation process every opportunity to be heard; and
 - (b) allow due consideration by all parties of any written statement or submission made by any party; and
 - (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process;
 - (d) not determine the dispute.
- 35.9 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the *Corporations Act* or otherwise at law.

36. Disciplinary Action

- 36.1 The Committee shall have absolute power to take disciplinary action against any Member who has acted detrimentally against the interests of the Club or is in breach of any of the provisions of this *Constitution* or the *By Laws*. In such circumstances, the Committee may exercise any disciplinary powers and administer the powers to fine, expel or suspend (either generally or as to particular rights and/or privileges) any Member. The Committee also has the power to require the Member to pay restitution to the Club for the total cost involved in repairing any damage caused by him/her to Club property.
- 36.2 The Committee shall make reasonable inquiries before exercising such powers. In particular, it must present the Member in question with the evidence against him/her (including without limitation the findings of any investigation subcommittee set up under the *By Laws*) and must allow the Member the right to be heard and the opportunity to make a written submission. The Member in question must be given notice in writing at least 14 days before any meeting of the Committee or any of its subcommittees at which any charge of misconduct or breach of this *Constitution* or the *By Laws* is to be determined.
- 36.3 The Committee must take into account the findings of any investigation subcommittee set up under the *By Laws*, when exercising powers under this clause.
- 36.4 The Committee must not exercise any of the powers set out in Clause 36.1 unless it has first resolved by majority, in the absence of the Member, that the Member has failed, without reasonable and/or acceptable excuse, to comply with the provisions of this *Constitution* or the *By Laws*, or to have conducted himself/herself in a manner unworthy of a Member of the Club (as the case may be).

- 36.5 The President, or in his/her absence the Captain, may obtain the opinion of two other Committee Members and the General Manager at any time in order to deal expeditiously with any disciplinary matter, other than suspension or expulsion of a Member, in the interest of maintaining good conduct and harmony within the Club.
- 36.6 When disciplinary action is taken under Clause 36.5, the President or Captain shall notify all Committee Members in writing of the action as soon as practicable and the matter will be recorded in the minutes of the next meeting of the Committee.
- 36.7 If a Member wishes to appeal against a decision under this Clause, which involves expulsion, or suspension for a period in excess of three months, he/she must advise the Club in writing within seven days of the Member being notified of the decision. Included with the appeal, the Member must lodge a bond of \$250. The Committee must then call a General Meeting to hear the Member's case and vote whether to overrule the decision of the Committee. In the event that the General Meeting overrules the decision of the Committee, the bond will be refunded to the Member.
- 36.8 The decision of the General Meeting shall be final and binding. If no appeal is lodged within the time permitted, the decision of the Committee shall be final and binding.
- 36.9 Nothing in this Clause is intended to prevent the Committee or any of its appointed subcommittees from sending letters, relating to their areas of accountability, to Members seeking explanations of any matter or incident.

37. Appointment of Proxies

- 37.1 Every Financial Member of the Club who is entitled at any meeting of the Club to attend and vote at such meeting may appoint another Member of the Club as his/her proxy to attend and vote instead of him/her at such meeting. The proxy shall have all the rights of the Financial Member appointing such proxy. However, no Member shall exercise more than one proxy vote on behalf of other Members.
- 37.2 Every notice convening a meeting of the Club shall state that a Member entitled to vote is entitled to appoint a proxy to attend and vote instead of such Member.
- 37.3 The form of proxy to be used at any meeting shall be as determined by the Committee and specified in the *By Laws*. Such forms shall be available for collection from the Club at least seven days prior to the date upon which the meeting is to be held. Proxy forms may also be posted to Members, at the discretion of the Committee, with the notice of the meeting.
- 37.4 The instrument appointing a proxy shall not be valid unless the instrument is received at the registered office of the Club not less than 24 hours before the commencement of the meeting or adjourned meeting at which the Member named on the instrument proposes to vote.

38. Committee

- 38.1 The Club shall have a Committee with the responsibilities set out in the *By Laws* and subject to this *Constitution*. The Committee shall constitute a Board of Directors in accordance with the requirements of the *Corporations Act*.
- 38.2 Subject to the *Corporations Act* and the provisions of this *Constitution*, the Committee shall be the four Officers of the Club and not more than five Other Committee Members elected as set out in this *Constitution*.
- 38.3 All four Officers of the Club must stand for election each year. The Other Committee Members are appointed for a two year term (subject to this *Constitution* and the *Corporations Act*) and half their number, rounded up to the nearest whole number when necessary, being the longest serving Other Committee Members since they were last elected, must stand for election each year.

39. Officers

- 39.1 Subject to this *Constitution* and the *Corporations Act*, the Officers of the Club shall have the individual and collective responsibilities set out in the *By Laws*.
- 39.2 The Officers of the Club shall consist of the President, Vice President, Captain and Treasurer.
- 39.3 The Committee may appoint a member of the Committee as Vice Captain, to assist the Captain in meeting his/her responsibilities. The Vice Captain, if an Other Committee Member, is not an Officer of the Club, but may, at the direction of the Committee, substitute for the Captain if he/she is unable to carry out any of his/her responsibilities.

40. General Manager

- 40.1 There shall be a General Manager of the Club, appointed by the Committee. The terms and conditions of his/her appointment shall be detailed in a contract executed by him/her and the Club. He/she shall have the responsibilities and perform the duties as specified by this *Constitution* and as determined from time to time by the Committee. He/she shall be paid such remuneration for his/her services as the Committee may from time to time determine. He/she shall not be a member of the Committee and need not be a Member of the Club.
- 40.2 Where the General Manager has been appointed, he/she shall act as the Secretary of the Club, if a separate Secretary has not been appointed by the Committee. The Secretary shall perform all such duties in relation to the Club as the *Corporations Act*, the *Liquor Control Reform Act*, this *Constitution* and the *By Laws* required to be performed by the Secretary or General Manager.

41. Election of Officers of the Club and Other Committee Members

- 41.1 The election of the Officers of the Club and Other Committee Members (collectively the Committee) shall take place in accordance with this Clause and the *By Laws*, and in conjunction with the Annual General Meeting, unless the circumstances noted in Clause 43.3 occur.
- 41.2 At least 56 clear days before the scheduled election date, the Committee shall appoint a Returning Officer who shall not be a member of the Committee nor a candidate in the forthcoming elections. The duties of the Returning Officer shall be
- (a) to ensure that the elections are conducted in accordance with this *Constitution*;
 - (b) to appoint one or more Assistant Returning Officers to assist him/her in his/her duties. Such Assistant Returning Officers also shall not be members of the Committee nor candidates in the forthcoming elections;
 - (b) to ensure that each returned ballot paper is that of a financial Member of the General Body of Members and that no Member has voted more than once;
 - (c) in the presence of the Assistant Returning Officers, to count all valid votes for any positions being contested;
 - (d) in the case of a Member being nominated as both an Officer of the Club and as an Other Committee Member, to count the votes for the Officer's position first;
 - (e) to provide to the Chairman of the Annual General Meeting a report of the results of all elections. The report of the Returning Officer as to the number of votes polled by the candidates for their respective positions shall be final and conclusive;
 - (f) to make any decisions regarding the elections for which he/she is the Returning Officer and their conduct not covered in this *Constitution*. Such decisions should be guided by the Australian Electoral Commission, but any such decision shall be final and conclusive.

In the event that the Returning Officer is unable to perform any of his/her duties, such duties shall be delegated by him/her to one of the Assistant Returning Officers. In the case of the Returning Officer being incapable of delegating, the Committee shall appoint one of the Assistant Returning Officers or another suitable person as Returning Officer.

- 41.3 Any two Financial Members of the General Body of Members of the Club shall be at liberty to nominate a Member eligible under Clause 32 to serve as an Officer of the Club or as an Other Committee Member.
- 41.4 Nominations for positions as Officers of the Club and Other Committee Members should normally be called for at least 49 clear days before the scheduled election date.

At least 28 clear days before the scheduled election date, the name of each Member so nominated, together with the names of the Proposer and Seconder, shall be sent in writing to the General Manager. Each nomination must be accompanied by a memorandum signed by the candidate confirming that he/she will serve if elected.

In the event that the Annual General Meeting and its accompanying election date are postponed by the Committee, the nomination period shall be extended to no later than 28 clear days before the new election date.

- 41.5 A list of candidates for election as the Officers of the Club and of the candidates for election as Other Committee Members, with the respective Proposers and Seconders, shall be posted in a conspicuous place in the Club House. The list shall remain posted for at least 14 days immediately preceding the scheduled election date and shall remain posted until the completion of the election.

Where there are two or more candidates for the same position, candidates shall be listed in alphabetical order of family name.

- 41.6 A candidate may be nominated for election both as an Officer of the Club and as an Other Committee Member. In the

event of a candidate being elected as an Officer of the Club the other nomination shall lapse automatically.

- 41.7 If the number of candidates exceeds the number of vacancies for any of the positions on the Committee, the General Manager shall cause ballot papers to be printed. The ballot papers shall contain, in alphabetical order of family name, the names of such candidates for the various positions for which they are proposed, showing by an asterisk the name or names of any retiring candidate or candidates.
- 41.8 Every Financial Member of the General Body of Members and any Approved Named Players of Corporate Members shall be entitled to receive a ballot paper with the Annual Report and Notice of Annual General Meeting for completion. Accompanying the ballot papers shall be any information provided by the candidates to the General Manager regarding their candidacy. This information may include a photograph of the candidate and up to 250 words. No candidate shall circularise or canvass in writing other Members in respect of any such election.
- 41.9 Each Member entitled to vote shall mark the ballot paper by placing a mark or a number in the box opposite the name of as many candidates as there are positions to fill. Any ballot paper marked with more or fewer marks, other than different whole numbers, than there are available positions for election shall be invalid with respect to that position or positions.

In the case of an election for the position of an Officer of the Club, the Member shall place a mark opposite the name of one candidate only, or a whole number indicating the Member's preference (1 indicates first preference, 2 indicates second preference, etc) against as many candidates for whom he/she wishes to express a preference. In the case of the election of Other Committee Members the Member shall place a mark or a number opposite the name of as many candidates as there are positions to fill.

- 41.10 Each Member must place his/her duly completed ballot paper in a sealed confidential envelope placed inside a second sealed envelope, with his/her name and signature on the back for audit purposes. He/she must then post it to the Registered Office of the Club or deliver it to any ballot box designated by the General Manager. Votes will only be accepted if they are received at the Registered Office by 1.00 pm on the day fixed for the Annual General Meeting, at which time the poll shall close. Any ballot papers received after the close of the poll shall not be included in the count.
- 41.11 For election of Officers of the Club a mark against a candidate's name or the lowest of any numbers shall count as one vote. A vote will be deemed invalid if a mark other than a number is indicated against the name of more than one candidate, or if the same lowest number is indicated against the name of more than one candidate. The successful candidate shall be he/she who receives the greatest number of votes, as aggregated between valid marks and valid lowest whole numbers.

For election of Other Committee Members a mark against a candidate's name shall count as one vote. A vote will be deemed invalid if there are more or fewer marks other than different whole numbers against candidates' names on a ballot paper than there are positions to be filled. The candidate/s to be elected shall be those who receive/s the greatest number/s of votes, according to the number of positions to be filled.

- 41.12 The Returning Officer shall provide the Chairman a report of the number of votes for each candidate, and the Chairman shall read the report of the Returning Officer at the Annual General Meeting. The Chairman shall declare elected the candidates who have received most votes for the respective positions. In the case of two or more candidates receiving an equal number of votes for the last of any available position to be filled, the Chairman shall select by lot from such candidates the candidate or candidates who is or are to be elected.
- 41.13 At the conclusion of the election, the Chairman shall call for a motion that the report of the Returning Officer be received, the results of the elections be accepted, the successful candidates be declared elected and the ballot papers be destroyed. The results of the motion shall be final and conclusive. Successful candidates shall assume office immediately following the completion of the Annual General Meeting.

42. Casual Vacancies

- 42.1 In the event of the resignation of the President, the Vice President will become the President, if he/she consents.
- 42.2 Except as provided in Clause 42.1, all casual vacancies arising among the Committee may be filled by the Committee but any person so appointed to the Committee must meet the requirements of Clause 32.

43. Retirement of Officers of the Club and Other Committee Members

- 43.1 Each Officer of the Club and half of the Other Committee Members, rounded up to the nearest whole number when necessary, being those who have been the longest in office since their last election, shall retire at each Annual General Meeting. The retirements will take effect from the conclusion of the relevant Annual General Meeting, simultaneously with the appointment of the new Committee.
- 43.2 As between persons who become Other Committee Members on the same day, those to retire shall (unless otherwise

agreed amongst themselves) be determined by the reverse order of their election. That is, the person/s who received the least number of votes shall be due for retirement before those with a greater number of votes.

For the first election conducted according to this Constitution, provided there are at least five nominations for the positions of Other Committee Members, the three elected persons with the greatest number of votes shall be elected for a two-year term, and the other two elected persons shall be elected for a one-year term. For subsequent elections, if the number to be elected is greater than three, and there are at least four nominations, the three elected persons with the greatest number of votes shall be elected for a two-year term, and the other elected person/s shall be elected for a one-year term.

Subject to otherwise being eligible, all retiring members of the Committee shall be eligible for re-election.

- 43.3 If, for any reason, the number of Committee Members shall be reduced to less than five, the remaining Committee Members, or if there be none, the General Manager, shall call a General Meeting of the Members for the purpose of filling the vacancies. In such an event, the remaining Committee Members may do all acts and cause to be issued all notices which may be necessary for the said purpose.
- 43.4 In the case of Committee Members appointed pursuant to Clauses 42 or 43.3, they shall retire at the conclusion of the first Annual General Meeting following their appointment, simultaneously with the appointment of the new Committee Members. Such Committee Members shall be eligible for re-election.
- 43.5 Committee Members shall not be entitled to remuneration for their services, save as provided in Clause 4.4.

44. Accounting Records

- 44.1 The Committee shall cause correct accounts and books to be kept showing the financial affairs of the Club and particulars usually shown in books of accounts of a like nature and in particular:
- (a) of the sums of money received and expended by the Club and the matters in respect of which such receipts and expenditure take place; and
 - (b) of the assets and liabilities of the Club.
- 44.2 The books of account shall be kept at the Registered Office of the Club or at such other place or places as the Committee thinks fit and shall always be open to the inspection by any Committee Member of the Club.
- 44.3 The Committee shall from time to time determine the extent to which the accounts and/or the books of the Club shall be available for inspection by Members (not being Members of the Committee of the Club). In particular, the Committee shall determine how and when the examination will occur. No Member (excluding a Member of the Committee of the Club) shall have any right of inspecting any account or books or document of the Club, except as conferred by statute or authorised by the Committee or by the Club in General Meeting.
- 44.4 The Committee shall lay before the Club at each Annual General Meeting an Account of Income and Expenditure for the previous financial year, which has been examined by one or more properly qualified Auditors. A Balance Sheet and any other financial records, directors' reports and auditors' reports required by the *Corporations Act* shall also be made out for each Financial Year and laid before the Club at the Annual General Meeting. A copy of all such information to be laid before the Annual General Meeting shall, not less than 14 days prior to the Annual General Meeting, be sent to the General Body of Members and any Approved Named Players of Corporate Members.

45. Power and Proceedings of the Committee

- 45.1 Subject to the *Corporations Act* and this *Constitution*, the business and affairs of the Club shall be under the control and management of the Committee who may exercise all such powers of the Club as are not, by the *Corporations Act* or by this *Constitution*, required to be exercised by the Club in General Meeting. It shall hold periodical meetings at intervals no greater than two months and minutes of all proceedings of the Committee at such meetings shall be made and retained. The Committee may conduct its meetings with such frequency, in such manner, and using any technology, that it may decide from time to time.
- 45.2 The President for the time being shall be the Chairman of the Committee and shall, when present, preside at all meetings of the Committee. If the President is not in attendance, the Vice President shall preside. In the absence of both the President and the Vice President, the Captain shall preside. In the absence of the President, the Vice President and the Captain, the Committee shall elect a Chairman from one of its number who is present.
- 45.3 Save as herein otherwise provided, questions arising at any meeting of the Committee shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.
- 45.4 A Member of the Committee may request the General Manager in writing to call a Special Meeting of the Committee at any time for the purpose stated in the request. The General Manager shall summon the Committee to meet as soon as practicable but within fourteen days of the written request being received and shall advise Committee Members of

the purpose of the meeting in the notice of the meeting.

- 45.5 The Committee shall exercise all such powers and do all such things as may be exercised or done by the Club under this *Constitution* or by any applicable statute. It must also do all such things as determined by the Club in General Meetings.
- 45.6 Subject to Clause 43.3, the quorum necessary for the transaction of business of the Committee shall be five.
- 45.7 The Committee may from time to time make a levy on all Members for such amount or amounts and payable at such time or times as shall be determined by the Committee, provided that, if introduction of such a levy causes the total of all levies for a membership category to exceed 10% of the Annual Subscription for that category in a given year (excluding categories for which no Annual Subscription is payable or for which no levy is payable), the Club in General Meeting shall approve such a levy.

46. Delegation by Committee

- 46.1 Save where this *Constitution* or the *Corporations Act* or the *Liquor Control Reform Act* provide otherwise, the Committee may from time to time delegate any of its powers to such subcommittees as the Committee shall think fit to appoint. Such subcommittees shall consist of one or more Committee Members. The President shall be an ex-officio member of all subcommittees appointed by the Committee.
- 46.2 The Chairman of each subcommittee may be elected by the Committee or by the subcommittee itself if not elected by the Committee.
- 46.3 The Committee may revoke any such delegation or appointment of a subcommittee.
- 46.4 Any such subcommittee shall in the exercise of the powers so delegated conform to the *By Laws*. Provided always that the Committee shall have no power to delegate its control of the supply of liquor by the Club.
- 46.5 Each such subcommittee shall provide regular reports to the Committee on its activities, including the use of its delegated powers, since its previous report to the Committee. Any decisions made by such subcommittees shall be subject to confirmation by the Committee except where they are given power to act within their terms of reference by the Committee.

47. Secondment of Members to Subcommittees

- 47.1 Any person may be seconded to a subcommittee by resolution of the Committee provided:
- (a) the secondment is recommended by the Chairman of the subcommittee. Should a new Chairman be appointed the secondment shall lapse;
 - (b) unless removed by resolution of the Committee, a seconded member shall hold office until the date of the next Annual General Meeting, when he/she shall retire and be eligible for re-secondment by resolution of the Committee.
- 47.2 Unless determined otherwise by the Committee, whilst holding such office a seconded member will be a full member of the subcommittee with the right to vote on any resolution of the subcommittee.

48. Defective Appointment

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

49. Power to Make By Laws

- 49.1 The Committee shall have the power to make, alter and repeal all such *By Laws* as it deems necessary or expedient or convenient for the proper conduct and management of the Club. All *By Laws* shall be binding on all Members of the Club. No *By Law* shall be inconsistent with or affect or repeal anything contained in this *Constitution*, but to the extent that any inconsistency exists, the terms of this *Constitution* shall apply with overriding force and effect.
- 49.2 Any of the *By Laws* may be set aside by a resolution of a General Meeting of the Club.

Part E — Meetings and Formalities

50. General Meetings

- 50.1 A General Meeting of Members (the ‘Annual General Meeting’) shall be held once in every calendar year and within five months of the expiration of the Financial Year of the Club. It shall be held at such time and place as may be prescribed by the Committee and specified in the *By Laws*.
- 50.2 In accordance with the *Corporations Act*, the Committee may convene a General Meeting
- (a) whenever it thinks fit; or
 - (b) upon a requisition made in writing by 5% or more of the Members of the General Body of Members.
- 50.3 Subject to Clause 37, the only persons entitled to vote at General Meetings shall be the General Body of Members and any Approved Named Players of Corporate Members who are also Financial Members. Provided, however, that the Committee may invite a person or persons to attend, but not vote, at any such meeting or meetings.
- 50.4 Notices shall be prepared and sent to the General Body of Members and any Approved Named Players of Corporate Members in accordance with the *Corporations Act*, that is, that 21 days notice must be provided.
- 50.5 Any General Meeting called in accordance with Clause 50.2(b) shall be held as soon as practicable but not later than two months after receipt by the Club of a duly completed requisition.

51. Special Business

- 51.1 All business that is transacted at a General Meeting, other than the Annual General Meeting, shall be deemed Special Business. All business that is transacted at the Annual General Meeting, other than presentation of the Accounts, Balance Sheet, Directors’ reports, Auditors’ Report and Auditors’ remuneration, and election of members of the Committee shall be deemed Special Business.

52. Quorum

- 52.1 No business except to adjourn the meeting shall be transacted at any General Meeting unless a quorum of Members entitled to vote is present at the time when the meeting proceeds to business. Twenty of the General Body of Members and any Approved Named Players of Corporate Members who are also Financial Members present personally shall be a quorum.
- 52.2 If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting shall be adjourned to such day, time and place as the Committee may decide within the period of ten days next following. If at such adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, those eligible Members of the General Body of Members and any Approved Named Players of Corporate Members personally present if more than one shall be a quorum.

53. Chairman of General Meetings

- 53.1 The President for the time being shall, when present, preside at all General Meetings of the Club. If the President is not in attendance, the Vice President shall preside. In the absence of both the President and the Vice President, the Captain shall preside. In the absence of the President, the Vice President and the Captain, the Members present shall elect a Chairman from one of their number who is present.
- 53.2 In case of an equality of votes, the Chairman shall be entitled to a second or casting vote at General Meetings of the Club, except for the election of the Committee, where Clause 41.11 applies.

54. Voting

- 54.1 Votes shall be cast by a show of hands unless a poll is demanded in accordance with the provisions of the *Corporations Act*.
- 54.2 If a poll is demanded in the manner aforesaid, the same shall be taken in such manner as the Chairman directs.

55. Adjournment of Meeting

55.1 The Chairman may, with the consent of the meeting, adjourn a General Meeting 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 at the meeting from which adjournment took place.

56. Declaration of Chairman Conclusive

56.1 At every General Meeting, a declaration by the Chairman that a resolution has or has not been carried and an entry to that effect in the Minute Book of the Club shall be conclusive evidence of the fact. Proof of the number or proportion of the votes recorded in favour or against any resolution is not required.

57. Notices

57.1 Any Notice required by law or by this *Constitution* to be given to any Member shall be given by sending it by post to him or her at his/her registered address or to the address, if any, supplied by him/her to the Club for giving of Notices to him/her.

57.2 Where a Notice is sent by post, service of the Notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the Notice. In the case of a Notice of a meeting that was posted, it shall be deemed to have been effected on the day after the date of its posting. In any other case, the Notice will be deemed to be effected on the day on which the letter would be delivered in the ordinary course of the post.

57.3 Notice of every meeting shall be given in any manner hereinbefore authorised to:

- (a) every Member of the General Body of Members of the Club; and
- (b) all Approved Named Players of Corporate Members; and
- (c) the Auditor for the time being of the Club.

58. Audit

58.1 Once at least in every year, the accounts of the Club shall be examined and the correctness of the accounts and balance sheet ascertained by one or more Auditors who shall be registered company auditors. The Auditor or Auditors shall continue as such until replaced in General Meeting.

59. Seal

59.1 The Seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Committee. It may only be affixed in the presence of three persons, two of whom are Members of the Committee and the third of whom is the General Manager or such other person as the Committee may appoint for the purpose. Those three persons shall sign every instrument to which the Seal of the Club is so affixed in their presence.

60. Supply of Liquor

60.1 No liquor shall be sold or supplied to any person except on the days during the hours and in the manner prescribed or permitted by the provisions of the *Liquor Control Reform Act*.

60.2 No liquor shall be sold or supplied to any person under 18 years of age except where such person is accompanied by a spouse or parent or guardian and the liquor sold is supplied for consumption as part of a meal supplied on the Club premises.

60.3 No liquor shall be sold or supplied for consumption elsewhere than on the Club premises, unless the Member purchasing same removes such liquor from the premises of the Club. A visitor shall not be supplied with liquor on the Club premises unless in the company of a Member, providing that a visitor may be supplied with liquor on the Club premises when not in the company of a Member at a particular function or a particular occasion in respect of which a permit has been granted from Liquor Licensing Victoria.

60.4 No payment or part payment to any Member of the Committee or employee of the Club shall be made by way of commission or allowance from or upon the receipts of the Club for liquor supplied.

60.5 For the purposes of this clause, the word "Liquor" where appearing shall be deemed liquor within the meaning of the *Liquor Control Reform Act*. The words "Club premises" where appearing shall be deemed to mean such portion of the Club's premises as is for the time being "licensed premises" within the meaning of the *Liquor Control Reform Act*.

- 60.6 A person under the age of 18 years employed by the Club must not enter or remain on any part of the Club premises where liquor is served by a licensee unless the person is engaged in a training program in hospitality or in training for the purposes of employment or work experience and the person is so present in accordance with any conditions to which that program or training is subject.
- 60.7 The number permitted on the licensed premises at any one time will be limited to the number specified in the Club's licence, unless Liquor Licensing Victoria has approved variation of this number from time to time.

61. Indemnity

- 61.1 Every current or former auditor and "officer" (as defined in Section 9 of the *Corporations Act*) and Members of the Ladies Committee shall be indemnified out of the assets of the Club against:
- (a) all liability to another person (other than the Club or a related body corporate of the Club) unless the liability arises out of conduct involving a lack of good faith, or the liability is for a pecuniary penalty or compensation order imposed under the *Corporations Act* or otherwise at law; and
 - (b) all legal costs incurred in defending an action for liability (including for all reasonable costs and expenses) incurred by the auditor or officer other than costs incurred:
 - (i) in defending or resisting criminal proceedings, in which the person is found guilty; or
 - (ii) in connection with an application in relation to such proceedings in which the court denies relief to the person under the *Corporations Act*; or
 - (iii) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under Clause 61.1(a); or
 - (iv) in defending or resisting proceedings brought by the Australian Securities Investment Commission or a liquidator for a court order if the grounds for making the order are found by the court to have been established.
- 61.2 The Club may pay any premium in respect of a contract insuring any person who is or has been an officer of the Club (including Members of the Ladies Committee) against any liability incurred by the person as an officer provided that the liability does not arise out of conduct involving:
- (a) a willful breach of duty in relation to the Club; or
 - (b) a contravention of Section 182 or Section 183 of the *Corporations Act* (as amended).
- 61.3 Notwithstanding Clause 61.2, the Club may pay any premium in respect of a contract insuring any person who is or has been an officer of the Club against liability for all reasonable costs and expenses incurred by that person in defending any proceedings, whether civil or criminal and whatever the outcome.
- 61.4 This Clause 61 shall only operate to indemnify an officer of the Club (including Members of the Ladies Committee) to the extent that the liability of the officer is incurred by reason of any contract entered into or any act or deed by him/her as such officer in discharge of his/her duties.

62. Variation to Constitution

- 62.1 No addition, alteration or amendment shall be made to this *Constitution* unless the same shall have been approved by Special Resolution in accordance with this *Constitution* and the *Corporations Act*.

63. Winding Up of the Club

- 63.1 If upon the winding up or dissolution of the Club (other than for the purpose of reconstruction or amalgamation) there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed among the Members of the Club. Subject to this Clause 63, such surplus shall be given or transferred to some other club, association, company, institution or institutions having objects similar or in part similar to the objects of the Club.
- 63.2 The beneficiary of the Club's surplus property must be a club, association, company, institution or institutions which prohibits the distribution of its or their income and property amongst its or their members to an extent at least as great as those imposed on the Club under or by virtue of this *Constitution*.
- 63.3 The beneficiary club, association, company, institution or institutions shall be determined by the Members of the Club at or before the time of dissolution. In default thereof, the beneficiary shall be determined by the Supreme Court of Victoria.